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(#3) Town of Pembroke

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# DECLARATION OF CONDOMINIUM

## Meadow View, a condominium

San-Ken Homes, Inc. a New Hampshire Corporation, with an address of 586 Turnpike Road, New Ipswich, New Hampshire 03071, (the Declarant) does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Pembroke, Merrimack County, New Hampshire and more particularly described in Exhibit A annexed hereto (hereinafter referred to as the "Land"), together with any buildings thereon, and all easements, rights and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, RSA Chapter 356-B of condominium ownership in such property. The Declarant intends hereby to create a land-only condominium, so-called, setting forth herein solely the confines of land condominium units for construction of single-family residences as well as the shared common areas, limited common areas, and rights and obligations of unit owners under the condominium, without any financial obligation on the part of the Declarant to construct any structure or improvement of any kind.

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

(a) "Bylaws" means the Bylaws provided for the self-government of the Condominium. attached hereto as Exhibit D, as amended from time to time.
(b) "Common Areas" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3 (e) of this Declaration, and the Plans, and includes the Limited Common Area.
(c) "Common Use Land" or "Open Space Land" means that portion of the common area as shown on the land submitted to the condominium form of ownership and depicted on the plans in Exhibit B hereto which shall be restricted for use to recreation, conservation, park or public access, and subject to the Declaration of Conservation Restrictions dated February 17, 2021 and recorded in the Merrimack County Registry of Deeds, contemporaneously herewith, a copy of which is attached hereto as Exhibit C.
(d) "Condominium" means the "Meadow View, a condominium," the condominium established by this Declaration.
(e) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(f) "Land" means the land submitted to provisions of the Condominium Act either by this Declaration or by a subsequent amendment thereto.
(g) "Majority of the Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Association of Owners appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.
(h) "Owner" or "Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Condominium Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.
(i) "Percentage Interest" or "Undivided Percentage Interest" means the interest of each Unit in the Common Area as set forth in Exhibit B hereto.
(j) "Property" means the Land and the buildings, and all other improvements heretofore and hereafter constructed thereon, and all easements, rights and appurtenances thereto, and all articles of personal property intended for common use in connection therewith.
(k) "Recreational Amenities" means spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories.
(l) "Rules" means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration or the Bylaws.
(m) "Site Plan or Plans" means the plot of the entire property described in this Declaration, and any revisions thereof, and all floor plans relative thereto, recorded simultaneously herewith or recorded (i) subsequently pursuant to Section 20: III or Section 21 of the Condominium Act, or (ii) subsequently for the purpose of amending any previously recorded floor plan, including but not limited to, Exhibit B.
(n) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the condominium and in Exhibit B thereto and as provided in Paragraph 3(d) hereof.
(o) "Unit Owners' Association" or "Association" means all of the Owners acting as a group in accordance with this Declaration and/or Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act:

(a) Name. The name of the Condominium is "Meadow View, a condominium."
(b) Location. The condominium is located in the Town of Pembroke, Merrimack County, New Hampshire.
(c) Description of Land. A legal description by metes and bounds of the land submitted to the provisions of the Condominium Act (the Land) is contained in Exhibit A.
(d) Description of Units.
(i) Buildings. The Condominium shall include fifty-six (56) single family residences, constructed within the footprint described on the plans in Exhibit B, each footprint and the buildings constructed or to be constructed thereon constituting a Unit. The

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location and dimensions of said residential buildings are shown (or prior to construction, shown approximately within such footprint) on the Plans of the Condominium. These buildings are of wood frame or similar modern construction and are to be built on full poured cement foundations, slabs, or crawl space foundations. The residential buildings for each Unit contain (or will contain) the number of stories as specified on the Plans and shall be of a single-family design. The residential buildings may contain Accessory Dwelling Units.

(ii) Units. Each of the Units shall 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 any other individual Unit, but subject in all cases to this Declaration of Condominium. Annexed hereto and made a part hereof as Exhibit B is a description of the Units, their respective identifying number or Unit designation, location (all as shown more fully on the Plans) and the Limited Common Area, if any, appurtenant thereto.

(iii)Unit Boundaries. The horizontal unit boundaries of each unit are as depicted on the Plan (Exhibit B). The vertical boundaries shall be the plane of the lower surface of any foundation, slab, or crawlspace foundation, and the upper surface of any roof or other built structure on the Unit. The boundaries of each Unit with respect structures thereon encompass the exterior finished surface of each structure, or unfinished exterior surface for foundations, basements, or other unfinished exterior surfaces. Not included within a Unit shall be the electrical, or communications pipes, conduits, or wires servicing such Unit (but for which exclusive service to said Unit the Unit owner shall be responsible.) To the extent it is necessary or desirable for pipes or conduits servicing multiple Units to traverse a Unit, and to the extent such pipes, wires, or conduits do not impede or unreasonably interfere with the construction, maintenance, enjoyment, or existence of the residential building which is part of the Unit, a permanent construction and maintenance right is granted for the passage across the Unit of such pipes, wires, or conduits , which shall be deemed property of the Condominium and not of the Unit Owner. Each Unit Owner shall maintain any buildings or other structures on or in his or her Unit in good repair. Until such time as a Unit Owner constructs a dwelling within the footprint allowed for such construction of the Unit, the Unit's dimensions shall extend to the limits of the footprint laterally, and downward approximately twenty feet from the undisturbed surface, and upward ten feet beyond the maximum height above grade permitted by applicable laws, bylaws, and regulations in the Town of Pembroke. "As built" plans shall be duly recorded upon completion of construction of buildings upon the Units and incorporated herein as appropriate.

(e) Description of Common Area and Limited Common Area

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

The Land, and the walks, shrubbery and other plantings, interior roads, certain parking areas and any drainage systems not described as Limited Common Area and

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BK: 3724 PG: 2253, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

other land and interests in land, including, but not limited to, easements and licenses, including Land described in Exhibit A hereto.

The electrical, telephone and other utility systems serving the Condominium to the extent said systems are located within the Property or in appurtenant easements and are not owned by the supplier of the utility service and are not subject to the provisions of Exhibit A, hereto (but not including any portions thereof contained within and servicing a single Unit);

The pipes, 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 exclusively the Unit within which they are located;

Any other amenities constructed or to be constructed on the Land, including, without limitation, a gazebo (if constructed) ; and all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use; and

The Conservation Restricted Common Area, including any trails thereon, as depicted on the relevant plans in Exhibit B, and subject to the restrictions set forth in the Conservation Restriction in Exhibit C.

(ii) Limited Common Area. All Units are located within (but separate and apart from) appurtenant parcels which are Limited Common Areas. Designations of the aforementioned Limited Common Area or of any other Limited Common Area are shown on the Plans and in Exhibit B hereto. Each Limited Common Area is owned in common by the Owners but is restricted to the use and benefit of the Unit or Units which it serves. Each Unit Owner shall maintain any Limited Common Area, including driveways, lawns, plantings, and landscaping in good repair, including any infrastructure appurtenant to the Unit, at such Unit Owner's expense. Limited Common Area Infrastructure. The Units are to be served by individual wells, and individual septic systems. There shall be a right of access for construction and maintenance across each Limited Common Area for access to or construction of subterranean utilities, including septic, and to the area around each wellhead, and the area above each leach field or other septic structure, and for the drainage system area as shown on the Plan, including any amendments thereof. Such areas shall be deemed part of the Limited Common Area and any expenses related thereto, including costs of construction and maintenance of wells and septic systems and related piping, shall be borne by the individual Unit Owners. Such infrastructure shall be appropriately noted on the "As Built" plan so that Unit Owners do not exploit their Limited Common Areas in a manner inconsistent with the convenient maintenance of such areas.

(iii) Use. The use of the Common Area shall be limited to the Owners in residence and to their tenants in residence, and to their guests, invitees, and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is

appurtenant, to his tenants in residence, and to his guests, invitees, and licensees. The use including responsibilities for maintenance and repair of the Common Area and Limited Common Area shall be governed by the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors.

(f) If, because of unforeseen physical characteristics of the land, septic lines, water lines or wells, or other utilities need to be placed in different locations on the common area, or limited common area (or special limited common area), the interested unit owners may arrange for revision of plans and placement of such improvements (and delineation of such boundaries) accordingly, including by recording of a revised applicable plan, all to be carried out in accordance with RSA 356:B-19, this instrument, and the bylaws of the Condominium.

(g) Allocation of Percentage Interests. The allocation of Undivided Percentage Interests in the Common Area has been determined on the basis of the proportions which each Unit bears to the aggregate number of all Units and 1/56$^{th}$ (1.785%) percent.

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

i. Residential Use. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants, guests, invitees or licensees of the Owners, except for the limited professional use as the Board of Directors, upon application of the Owners, or an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium and subject to all local regulations and applicable decisions of local regulatory bodies. These restrictions shall not be construed to prohibit Owners from leasing their Units as a personal residence so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof; nor shall this restriction be construed to prohibit the Declarant's right (or Declarant's assignee) to maintain sales offices and/or model units as set forth in subparagraph (g) (ii) next-following below.

ii. Easement to Facilitate Completion and Sales. Declarant (or its assignee) shall be deemed to be the Owner of any Units which have been completely or partly constructed but not sold and conveyed. Declarant and its agents, representatives (including independent contractors), and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction of both Units and Common Area, and such sales and conveyance of unsold Units, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, maintain sales office rental office and/or a model Unit(s), to show the property and the display signs. The Declarant is not obligated to complete any buildings containing residential units on any portion of the Land labeled "NOT YET COMPLETED" or "NOT YET BEGUN" on the Site Plan recorded pursuant to the requirements of the Condominium Act. In addition, Declarant and its agents, representatives (including independent contractors), and assigns shall have

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BK: 3724 PG: 2255, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

the right to use any and all unsold and unconveyed Unit or Units as sales offices and/or model Units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model Units and/or sales offices. Notwithstanding any provision herein to the contrary, Declarant has no obligation to construct any structure or improvements, nor shall Declarant have any financial obligation to the Condominium for construction of improvements serving the Condominium. Owners of land condominium units shall be liable for payment of condominium dues when enacted in accordance with the condominium documents.

iii. 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 thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

iv. Units Subject to Declaration, Bylaws and Rules and Regulations. This Declaration, the Bylaws, the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time all contain, or will contain certain restrictions as to use of the Units or either 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 at law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees and interest, all as more particularly set forth in Article XII of the Bylaws.

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 Bylaws and the Rules. The acceptance of a deed to, or the entering into occupancy of, any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, 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 provision were recited and stipulated at length in each and every deed of conveyance or lease thereof.

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vi. Condominium Subject to Rights for Ingress and Egress and Use. Subject to the provisions of the Declaration, including, without limitation, Paragraphs 1 and 5 thereof, the Bylaws and the Condominium Act, each Unit Owner shall have a right in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area, except Limited Common Area .

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

viii. Reservation of Utility Easements. The Declarant reserves (but without obligation thereby) on behalf of itself , its successors, and assigns, perpetual rights for the installation, construction, reconstruction, maintenance , repair, operation, and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including water, sewage disposal, telephone, gas and electrical systems, all for the benefit of the respective Owners of the Condominium, which reservation includes the right, now or in the future, to convey such rights directly to suppliers and/or distributors of such utility services. All of these above rights are subject to the limitation that their use shall not interfere with the ordinary residential use of the land.

ix. In the event a Unit Owner fails to maintain, replace, or repair the exterior of his or her Unit or the Limited Common Area appurtenant thereto, after receipt of thirty (30) days written notice from the Board of such failure , and the Board is not provided with written notice from the Unit Owner of reasonable actions on the part of such Unit Owner to promptly remedy such condition set forth in the notice from the Board, the Board or its agents may enter and undertake such maintenance, replacements, or repairs, with any such expense incurred to be borne by the Unit Owner. No Unit Owner shall permit any repair or other work upon his or her Unit or Limited Common Area without first furnishing to the Board written evidence from any contractors performing such work that such contractors have reasonably adequate public liability and workers' compensation insurance, and without first furnishing to the Board a guarantee from such contractors that the work shall be performed in compliance with all applicable governmental laws, ordinances, rules, and regulations, including obligations to obtain permits and to obtain inspection of work as may be required by applicable law or regulation.

(i) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the appropriate casualty insurance policy shall be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act and for each owner of any other interest in the Condominium to adjust all claims arising under any master casualty policy and to execute and deliver releases upon the payment of claims.

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2257, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

(j) Declarant explicitly disclaims any financial liability to construct any improvements to the Condominium, including but not limited to roads, grading, drainage, trails, septic or water systems or any utilities. Declarant's sole financial obligation to the Condominium while Declarant continues to own one or more unit shall be payment of a proportionate amount of real property taxes assessed to the Condominium, if and only if real property taxes for each unit do not include a proportionate amount for such unit's interest in the common areas, including open space and improvements. Notwithstanding, to the extent that improvements are constructed in accordance with the plans and with the written assent of Declarant, a proportionate lien shall exist on units owned by Declarant and benefited thereby. To the extent improvements serve only units not then owned by Declarant, Declarant shall have no financial obligation with respect to such improvements. For improvements benefiting two or more units, such lien shall be calculated by determining the total cost of such improvements which benefit Declarant's units times the number of units then owned by Declarant divided by ten, if such improvement benefits all units of the condominium, or by the number of Declarant's units benefited thereby, divided by the total number of units benefited. Such lien, if any, shall be paid at the time of sale of a unit benefited thereby. Declarant may, but shall not be obligated to, prepay such cost of improvement, whereupon any related lien shall be extinguished. Any person purchasing a unit shall thereby covenant and agree to pay for a proportionate share of condominium improvements benefiting the Condominium as a whole, or one or more Unit Owners, including the Unit being purchased.

(k) The Unit Owners' Association shall make appropriate arrangements for timely performance of any necessary or desirable work, including inspections and maintenance, set forth in any Inspection and Maintenance Manual prepared for the Property, and including any drainage, or other infrastructure serving the Properties. ***The Unit Owners' Association shall, and hereby does, covenant and agree to maintain the all Common Areas, including but not limited to the private road, sidewalks, cistern, and fire pond serving the Condominium. The private road shall be maintained in such a fashion and condition as to assure ready, safe access by emergency vehicles to the Condominium. Such maintenance shall include, at a minimum, plowing, and maintenance of the drainage systems. The Unit Owners' Association shall also be responsible for maintaining all street lights, removal of all trash, and maintaining the open space.***

4. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefore in Sections 3 l of the Condominium Act, the provisions of this Declaration and Bylaws, and the provisions of any applicable governmental law, ordinance and regulation. No Unit declared hereunder may be subdivided. Nothing herein shall prohibit the merger of two units, provided the same is done in full accordance with the provisions of this Declaration, the Bylaws, the Condominium Act, and all applicable state and local laws and regulations.

5. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least seventy- five per cent (75%) of the Owners, provided, however, that (i) any such amendment shall be executed by such seventy-five per cent (75%) of the Owners or by the President and

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BK: 3724 PG: 2258, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

Treasurer of the Association accompanied by a certification of vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at said Registry pursuant to Section 34 IV of the Condominium Act; (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease, or other disposition or use of such units, or impose greater financial obligations on Declarant than set forth herein ; (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; and (vi) any such amendment shall have been approved in writing by the specified percentage of mortgagees holding first mortgages on Units , as required by the provisions of Paragraph 6 (c), below.

6. FHLMC and FNMA Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, and until such time thereafter as amended in accordance with Paragraph 5, above, to wit:

(a.) In the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in this Declaration , such right of first refusal shall not impair the rights of a first mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the first mortgages through the procedures set forth in subsections (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Declaration;

(c) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area of the Condominium, unless all of the first mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Declarant of the Condominium by amendment to this Declaration or otherwise, shall be entitled to:

(i) By act or omission seek to abandon or terminate the Condominium:
(ii) Change the pro rata interest or obligations of any Unit (I) for the purposes of levying assessments or charges or allocating distributions of hazard insurance

proceeds or condemnation awards, or (2) for determining the undivided fractional interest of each Unit in the Common Area;

(iii) Partition or subdivide any Unit;

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

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

(e) All taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the State of New Hampshire shall relate only to the individual Units and not to the Condominium as a whole, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium;

(f) In no case shall any provision of this Declaration give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(g) A first mortgagee upon written request to the Board of Directors of the Unit Owners Association will be entitled to:

(i) written notification from the Board of Directors of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Declaration which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Unit Owners Association during normal business hours.

(iii) receive an audited annual financial statement of the Unit Owners Association within ninety (90) days following the end of any fiscal year of the Unit Owners Association;

(iv) written notice of all meetings of the Unit Owners Association and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Directors of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and facilities of the Condominium.

(h) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and that any such agreement shall

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BK: 3724 PG: 2260, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(i) All leases and rental agreements for Units shall be (i) in writing; (ii) expressly subject to the terms of this Declaration, the By-Laws, and Rules promulgated thereunder.

(j) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies, and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Directors of the name and address of the first mortgages of such Unit and shall file a conformed copy of the mortgage with the directors.

(k) If FHLMC or FNMA holds any interest in one or more mortgages of Units, the Board of Directors shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the Bylaws in such amounts and containing such terms, as may be required from time to time by FHLMC or FNMA; specific reference is made to such fidelity bonds as either or both of those entities may require.

7. 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 by abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

8. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision , condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, 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.

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

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

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2261, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

11. Enforcement by the Town of Pembroke. The Town of Pembroke shall have the right, but not the obligation, to enforce any provision of this Declaration or any Bylaws adopted by the Homeowners' Association relating to the Conservation Restricted Common Area or maintenance of the Common Areas as set forth in Section 3(k).

[SIGNATURE PAGES FOLLOW]

MCRD

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Witness my hand and seal this 18 th day of February, 2021.

San-Ken Homes, Inc.

By: Kenneth A. Lehtonen

Vice President

MCRD

State of New Hampshire

County of Hillsborough

On this 18th day of February, 2021, before me, the undersigned notary public, personally appeared Kenneth A. Lehtonen, the duly authorized President of San-Ken Homes, Inc., proved to me through satisfactory evidence of identification, which was NH Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose

Notary Public

My Commission Expires:

NIKKI M. O'NEIL NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES JULY 31, 2024

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**Exhibit A**

**To Declaration of Meadow View, a condominium**

**Legal Description of Land Submitted to Condominium**

Those certain tracts of parcel of land, situated in the Town of Pembroke, County of Merrimack and State of New Hampshire shown as Parcels 262-43 and 262-45 on a plan of land entitled "Overview Condominium Site Plan, Tax Map 262 Lots 43 & 45, Meadow View", Pembroke, New Hampshire, Land of San-Ken Homes, Inc and SKRE Holdings, LLC prepared by Tom Huot, Land Surveyor, S&H Land Services, LLC, Scale 1" = 300' dated September 10, 2020, and recorded in the Merrimack County Registry of Deeds as Plan No. #202100004746, recorded on 2/23/21 and more particularly bounded and described as follows:

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Map 262 Lot 43

Beginning at a point on the Fourth Range Road at a 5/8" iron rod found up 22" with a Dahlberg Land Services, Inc. ID cap, at land now or formerly of Ian C. & Lezli Gail Clark, thence;

N 39°48'44" E a distance of 144.01' to a 5/8" iron rod found up 18" with DLSI ID cap, thence;

N 46°10'14" E a distance of 302.23' to a 5/8" iron rod found up 1" with DLSI ID cap, thence;

N 40°58'31" E a distance of 74.81' to a 5/8" iron rod found up 5" with DLSI ID cap, thence;

N 22°56'07" W a distance of 168.54' to a drill hole found in a stone wall at land now or formerly of Paula J. Heath, thence;

N 47°49'47" E by stone wall and by land of said Heath, and land now or formerly of Robert Doyle a distance of 454.01' to a drill hole set in the wall, thence;

N 48°22'46" E by stone wall a distance of 151.75' to a drill hole set at stone wall end, thence;

N 48°07'10" E a distance of 179.89' to a drill hole set at the end of a stone wall, thence;

N 48°44'59" E partly by stone wall a distance of 137.83' to a drill hole set in the end of a stone wall, thence;

N 47°40'53" E by stone wall a distance of 179.80' to a point, thence;

N 49°47'11" E by stone wall a distance of 263.44' to a point, thence;

N 47°31'40" E by stone wall a distance of 352.81' to a drill hole set at stone wall end, thence;

N 49°03'45" E partly by stone wall a distance of 141.10' to a drill hole set in the wall, thence;

N 50°00'13" E by stone wall a distance of 116.05' to a drill hole set at stone wall end, thence;

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2264, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

N 47°55'59" E partly by stone wall and by land now or formerly of the Elizabeth Natti Revocable Trust a distance of 368.44' to a drill hole set, thence;

N 48°10'20" E by stone wall a distance of 102.05' to a drill hole set in a stone wall intersection on the westerly side of the Fifth Range Road, thence;

S 32°11'25" E by stone wall a distance of 236.08' to a drill hole set at stone wall end, thence;

S 32°29'12" E a distance of 569.88' to a drill hole set in a corner of stone walls, thence;

S 34°30'59" E by stone wall a distance of 127.18' to a drill hole set, thence;

S 35°02'14" E by stone wall a distance of 285.68' to a point, thence;

S 37°27'01" E by stone wall a distance of 153.22' to a drill hole set, thence;

S 27°17'15" E by stone wall a distance of 23.87' to a drill hole set at a corner of stone walls on the northerly side of the Robinson Road, the last six courses being by the westerly side of the Fifth Range Road, thence;

S 51°47'27" W by stone wall a distance of 97.72' to a point, thence;

S 49°23'26" W by stone wall a distance of 116.24' to a point, thence;

S 48°54'31" W by stone wall a distance of 216.56' to a point, thence;

S 51°32'05" W by stone wall a distance of 101.70' to a point, thence;

S 49°42'11" W partly by stone wall a distance of 100.63' to a point, thence;

S 51°18'33" W by stone wall a distance of 218.48' to a point, thence;

S 52°12'43" W partly by stone wall a distance of 192.32' to a point, thence;

S 50°22'06" W partly by stone wall a distance of 350.35' to a point, thence;

S 52°55'49" W by stone wall a distance of 109.14' to a point, thence;

S 45°36'24" W by stone wall a distance of 37.58' to a point, thence;

S 50°54'02" W by stone wall a distance of 166.63' to a 1" square iron rod found in stone wall intersection at land now or formerly of the Howard L. Robinson 2011 Trust, the last eleven courses being by the northerly side of the Robinson Road, thence;

N 27°08'08" W by said Robinson Trust land and stone wall a distance of 214.21' to a drill hole set, thence;

N 30°03'59" W by stone wall a distance of 123.21' to a point, thence;

N 26°13'09" W by stone wall a distance of 115.72' to a point, thence;

N 30°10'23" W by stone wall a distance of 127.21' to a 1" square iron rod found in stone wall intersection, thence;

S 50°58'59" W by stone wall a distance of 649.48' to a point at land now or formerly of Peter J. & Ruth A. Gailunas, thence;

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BK: 3724 PG: 2265, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

N 30°14'54" W a distance of 202.06' to a 5/8" iron rod found up 4" with DLSI ID cap, thence;

S 51°04'59" W a distance of 230.07' to a 5/8" iron rod found up 8" with DLSI ID cap at land now or formerly of Michael A. Beattie, thence;

N 57°01'55" W by land of said Beattie a distance of 208.38' to a 5/8" iron rod found up 7", thence;

S 86°56'03" W a distance of 83.57' to a 5/8" iron rod found up 6" with DLSI ID cap, thence;

S 43°11'35" W a distance of 355.53' to a 5/8" iron rod found 8" below grade on the easterly side of the Fourth Range Road, thence;

N 18°03'59" W a distance of 22.47' to a point, thence;

N 05°53'52" W a distance of 33.17' to a drill hole found, thence;

N 07°01'55" E a distance of 37.17' to a point, thence;

N 65°52'22" E a distance of 3.90' to a drill hole found, thence;

N 41°25'08" W a distance of 12.88' to the point of beginning, the last four courses being by the easterly side of the Fourth Range Road.

Containing 2,878,286± square feet or 66.076± acres.

Map 262 Lot 45

Beginning at a 5/8" iron rod found up 12" in stones on the westerly side of the Fifth Range Road, thence;

S 46°26'23" W a distance of 1029.17' to an iron rod, thence;

S 23°12'37" E a distance of 54.21' partly by stone wall to a drill hole at end of wall, thence;

S 26°27'47" E a distance of 465.75' to an iron rod found in a fallen birch tree, thence;

S 47°55'22" W a distance of 841.36' to a drill hole set at the end of a stone wall, thence;

S 48°22'55" W a distance of 226.33' by stone wall to a point, thence;

S 47°54'16" W a distance of 182.86' by stone wall to a drill hole set at stone wall end, thence;

S 51°29'16" W a distance of 125.39' to a point, thence;

S 48°10'55" W a distance of 491.91' to a point on the easterly side of the Fourth Range Road, thence;

N 40°04'29" W a distance of 34.72' to a drill hole set at the end of a stone wall, thence;

N 34°23'40" W a distance of 561.29' by stone wall to a drill hole set at the end of the wall, thence;

N 34°22'52" W a distance of 412.12' partly by stone wall to a drill hole set in the wall, thence;

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2266, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

N 35°03'28" W a distance of 506.11' by stone wall to a point, thence;

N 33°57'31" W a distance of 132.17' by stone wall to a drill hole set at stone wall corner, thence;

N 39°32'53" W a distance of 156.81' to a point at the southerly side of Robinson Road, the last six courses being by the easterly side of Fourth Range Road, thence;

N 49°14'51" E a distance of 222.84' to a drill hole set at the end of a wall, thence;

N 49°25'01" E a distance of 219.79' partly by stone wall to a point, thence;

N 51°09'18" E a distance of 188.86' partly by stone wall to a drill hole set, thence;

N 50°54'07" E a distance of 139.04' partly by stone wall to a point, thence;

N 51°50'33" E a distance of 173.23' to a point at the end of the wall, thence;

N 48°42'41" E a distance of 211.79' partly by stone wall to a point, thence;

N 52°13'50" E a distance of 142.94' by stone wall to a drill hole set, thence;

N 49°49'29" E a distance of 170.24' by stone wall to a point, thence;

N 53°37'04" E a distance of 84.80' by stone wall to a point, thence;

N 51°02'24" E a distance of 162.61' to a drill hole set at the end of a stone wall, thence;

N 50°40'14" E by stone wall a distance of 519.94' to a point, thence;

N 53°13'12" E by stone wall a distance of 106.88' to a point, thence;

N 49°32'42" E by stone wall a distance of 157.63' to a drill hole set at stone wall intersection, thence;

N 51°40'12" E by stone wall a distance of 243.42' to a point, thence;

N 45°54'06" E by stone wall a distance of 104.02' to the end of the stone wall, thence;

N 51°06'02" E a distance of 159.16' to an iron rod to be set on the westerly side of the Fifth Range Road, the last 16 courses being by the southerly side of the Robinson Road, thence;

S 38°49'53" E a distance of 333.15' to a point, thence;

S 34°49'48" E a distance of 167.65' to a drill hole set at stone wall end, thence;

S 31°52'31" E by stone wall a distance of 165.99' to the end of a stone wall, thence;

S 28°38'24" E a distance of 440.57' to the point of beginning.

Containing 4,606,989± square feet or 105.762± acres.

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BK: 3724 PG: 2267, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

**Exhibit B**

**To Declaration of Meadow View, a condominium**

**Recorded Plans**

**See Merrimack County Registry of Deeds, Plan** * **DWR _____, recorded** 2/23/**,2021**

* 202100004746

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202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2268, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

**Exhibit C**

**To Declaration of Meadow View, a condominium**

**Conservation Restrictions**

**See Merrimack Registry of Deeds, Book** 3724 **Page** 2250**, recorded** 2/23/ **2021**

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202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2269, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

# *DECLARATION OF COVENANTS AND RESTRICTIONS REGARDING OPEN SPACE COMMON LAND*

This Declaration made this 17th day of February, 2021, by **San-Ken Homes, Inc**, a New Hampshire corporation with the mailing address of **586 Turnpike Road, New Ipswich, NH 03071** ( hereinafter collectively referred to as San-Ken Homes, Inc.);

**Recitals:**

A. San-Ken Homes, Inc is the owner of certain tracts of land shown on plan of land entitled,
"Overview Condominium Site Plan, Tax Map 262 Lots 43 & 45, Meadow View", Pembroke, New Hampshire, Land of San-Ken Homes, Inc and SKRE Holdings, LLC prepared by Tom Huot, Land Surveyor, S&H Land Services, LLC, Scale 1" = 300' dated September 10, 2020, and recorded in the Merrimack County Registry of Deeds as Plan # * , recorded on 2/23/21 . * 20210000 4746

B. Lot 262-43 containing 66.076 acres, more or less, as shown on the above-referenced plan is and shall remain the open space lot.

C. The fifty-six (56) unit owners in the said condominium association shall each have an undivided one-fifty-sixth (1/56) interest in the said open space lot and the Town has agreed to tax each lot owner on his or her individual lot a value for one-fifty sixth (1/56) of the open space lot.

D. The following covenants and restrictions shall benefit and burden Lot 262-43.

NOW, THEREFORE, San-Ken Homes, Inc does hereby declare that the following covenants and restrictions shall be deemed covenants running with the land and shall benefit and burden Lot 262-43 on the above-referenced Open Space area, said covenants and restrictions being as follows:

1. No building or placing of any improvements other than small structures related to conservation or wildlife viewing shall be permitted on the above-referenced lots.

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2270, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

2. No dumping or burial of refuse or other foreign materials, nor any use of chemical pesticides and /or herbicides shall be permitted on the above-referenced Open Space area.
3. There shall be no placement of fill on the above-referenced Open Space area.
4. There shall be no mining, quarrying, excavation or removal of topsoil, sand, gravel, rocks, minerals or other similar materials from the above-referenced Open Space area, except for minor removals of soils related to trail construction or placement of permitted improvements as set forth above.
5. The above-referenced Open Space area shall not be further subdivided.
6. The common land shall be owned by all of the fifty-six (56) unit owners shown on the above-referenced plan, each unit owner to own a 1/56th interest and each unit owner shall pay its proportional share of real estate taxes on the open space land.

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Dated: February 18, 2021

San-Ken Homes, Inc

By: _____

Kenneth Lehtonen, Vice President

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2271, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00

# EXHIBIT D

# MEADOW VIEW, A CONDOMINIUM BYLAWS

## ARTICLE I

## PLAN OF UNIT OWNERSHIP

1. **Purpose.** The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of the Meadow View, a condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall be members of the Meadow View Condominium Association which is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, Section I ( c) hereof) to the benefit of any Unit Owner.

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

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

## ARTICLE II

## UNIT OWNERS' ASSOCIATION

1. **Composition.** All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute "Meadow View Condominium Association" or the "Unit Owners' Association" or the "Association," which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. **Voting.** Each Unit shall be entitled to one vote as assigned to such Unit in the Declaration. Since a Unit Owner may be more than one person, if only one of such persons is

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BK: 3724 PG: 2272, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



present at a meeting of the Association, that person shall be entitled to cast the vote 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 the persons, 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 Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either 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 Bylaws, a vote, voting in person or by proxy, is required to adopt decisions at any meeting of the Association, except for election of directors which may be accomplished by a plurality of such votes. If the Declarant owns or holds title to one or more completed Units, the Declarant shall have the right at any meeting of the Association to cast the vote(s) to which such Unit(s) may be entitled. If two Units are merged, such combined Unit shall retain both the voting power for both Units as well as the obligation to pay condo dues and any special assessments, for two units, unless and until all unit owners, including the affected unit, unanimously vote to reduce both the voting power, and financial obligations of the merged unit.

3. **Place of Meeting**. Meetings of the Association shall be held at a a suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. **Annual Meeting.** The first annual meeting of the Association shall be held on a date to be determined by the Declarant, which date shall be within one (l) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to or subsequent to such date (so long as such a meeting is held at least once each calendar year), as may be designated by the Board of Directors and reflected in the said notice. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The foregoing notwithstanding, until Thirty Seven (37) Units have been legally conveyed by the Declarant, whichever first occurs (the "Transition Date"), the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

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

6. **Notice of Meeting.** It shall be the duty of the Clerk to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the

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BK: 3724 PG: 2273, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Clerk. Provided that every Unit Owner has assented to electronic notice, notice may also be via email to an email address provided by each Unit Owner for this purpose.

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

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

9. **Quorum.** A quorum shall be present if persons holding the voting power for four or more units are present at the start of the meeting, such quorum constituted as provided in Section 38 of the Act.

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

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

## ARTICLE III

## BOARD OF DIRECTORS

1. **Powers and Responsibilities.** The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes herein referred to as the "Board") which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium Act or by these Bylaws except as directed to be exercised and done exclusively by the 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 Bylaws. 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

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2274, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform, and shall be responsible for, the following:

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

(b) Making assessments against Owners to defray 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 Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month .

(c) Providing for the operation, management, repair, replacement and maintenance of all of the Common Area including designating, hiring and dismissing the personnel necessary therefore, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties;

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

(e) Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs, to, and restoration of, the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(f) Opening bank accounts on behalf of the Association and designating signatories required therefore and keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium. The said books shall be available for examination by the Owners, and their duly authorized agents, at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices;

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

2. **Managing Agent.** The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by

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BK: 3724 PG: 2275, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to, the duties listed in Section I of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b) and (e), of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated without cause upon no more than ninety (90) days written notice and without payment of a termination fee.

3. **Number of Directors and Initial Selection of Board.** The Board of Directors shall be composed of three (3) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Association as provided in Section 4 of Article II, the Board of Directors shall consist entirely of such persons as designated by the Declarant. Thereafter, until the Transition Date, a majority of the member of the Board of Directors shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors, except for those designated by Declarant, shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such Person.

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

5. **Organization Meeting.** The first meeting of the members of the Board of Directors following the annual meeting of the Association shall be held within ten (10) days 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.

6. **Regular Meetings.** Regular meetings of the Board of Directors may be held without call or notice at such time and place as shall be determined, from time to time, by a majority of the directors, provided that notice of the first regular meeting following any such determination shall be given to directors not present when such determination is made. At least two (2) such meetings shall be held during each twelve-month period after the annual meeting of

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BK: 3724 PG: 2276, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



the Association. A regular meeting shall be held immediately after, and at the same place as, the annual meeting of the Association.

7. **Special Meetings**. Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each director. Such notice shall be given personally or by mail, telephone, or email by unanimous prior agreement, 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 Clerk in like manner and on like notice on the written request of at least two (2) directors.

8. **Waiver of Notice.** Before or within ten (10) days after any meeting of the Board 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.

9. **Board of Director's 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, the majority of 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.

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

11. **Removal of Directors**. A director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes presented and voting. Any director whose removal has been proposed by the Owners shall be given at least ten (l0) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. **Compensation.** No director shall receive any compensation from the Association for acting as such.

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2277, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



13. **Conduct of Meetings**. The President or, in his absence, a president pro tern elected by the Board, shall preside over all meetings of the Board of Directors and the Clerk shall keep 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 Association.

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

15. **Fidelity Bonds.** The Board of Directors may require that all directors, officers, agents (including the Manager), employees and volunteers of the Association handling or responsible for handling funds belong to or administered by the Association furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The amount of such bonds shall equal or exceed the funds in the custody of the Association, but in no event shall the amount of the bonds be less than the total of three (3) months' assessment against all Units plus reserve funds.

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16. **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.

17. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence , or otherwise except for their own individual willful misconduct or bad faith or actions which are willfully contrary to the provisions of the Condominium Act, the Declaration or of these Bylaws. The Owners shall indemnify and ho\d harmless each of the Directors from and against (i) all contract or negligence liability to others arising out of contracts made by, and action taken or omitted by the Board of Directors on behalf of the Owners unless any such contract or action shall have been made, taken or omitted in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws willfully, and (ii) against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement incurred by such Director in connection with any threatened, pending or completed action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these Bylaws willfully. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless made, taken or omitted in bad faith, due to willful misconduct or willfully contrary to such provisions. It is also intended that the total liability arising out of any contract, action or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be apportioned in equal shares among all Unit Owners. No Unit Owner's liability thereunder shall exceed his equal share. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the

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BK: 3724 PG: 2278, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



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 his equal share of the total liability thereunder.

## ARTICLE IV

## OFFICERS

1. **Designation**. The principal officers of the Association shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgement may be necessary. With the exception of the president, no officer need be a member of the Board. The offices of Treasurer and Clerk may be held by the same person.

2. **Election of Officers**. The officers of the Association shall be elected initially by the Board at a Special Meeting held on or near the date on which the Declaration is recorded at the Registry, and thereafter annually by the Board at the 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 accept such office. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any meeting of the Board of Directors.

4. **President.** The President shall be the chief executive officer; he, or his designate, shall preside at meetings of the 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. **Clerk.** The Clerk shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in the record book of the Association and shall perform like duties for committees when require d. He shall keep the record book current and his custody. He shall give, or cause to be given, notice of all meetings of the Association, special meetings of the Board and meetings of the committees and shall perform such other duties as may be prescribed by the Board or President. The Clerk shall compile and keep current at the principal office of the Association, (I) a complete list of the Owners and their last known post office addresses, (2) a complete list of names and addresses of Unit mortgagees, together with conformed copies of mortgage s, filed pursuant to Paragraph 6(g) of the Declaration and (3) copies of the Condominium Instruments . These lists and Condominium Instruments shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

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BK: 3724 PG: 2279, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



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

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

8. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such.

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## ARTICLE V

## OPERATION OF THE PROPERTY

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

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

(b) **Preparation and Approval of Budget.** Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area Private Roads and Drainage which it is the responsibility of the Board of Directors to maintain, repair and replace, including the cost of compensation, materials, insurance premiums, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or the Association. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a

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BK: 3724 PG: 2280, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



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 days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Condominium.

(c) **Assessment and Payment of Common Expenses**. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit which has been sold and conveyed or rented by the Declarant in proportion to the number of votes in the Association appertaining to his Unit, and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-fifty-sixth (1/56th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's votes in the Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) **Reserves.** The Board of Directors shall build up and maintain both an adequate operating reserve and an adequate reserve for contingencies and replacements of the Common Area, which shall be funded by regular monthly payments, as provided above. At the end of each fiscal year, all funds accumulated during such year for reserves for contingencies and replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's 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 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 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 monthly 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 monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(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 Registry 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

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2281, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



subsection (c) of this Section. The Board of Directors may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium Unit from the Declarant.

(f) **Effect of Failure to Prepare or Adopt Budget**. The failure or delay of the Board 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 Owner's obligation 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 monthly charge at the then existing monthly rate established for the previous fiscal period until 10 days after a statement has been mailed or delivered showing the monthly payment which is due under the new annual or adjusted budget.

2. **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 Section I of this Article V. 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 with respect to assessments made against the Unit after the conveyance of it. The purchaser of a Condominium Unit or other acquiring Owner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefore; subject, however, to the provisions of Section 3 of this Article V relative to recordable statements of unpaid assessments and subject to the provisions of Paragraph 6(b) of the Declaration relative to first mortgages.

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

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

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2282, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



5. **Uncollectible Assessments**. Any assessments which are not collectible due to waiver or limitation imposed by the provisions of Section 3 above or due to the provisions of Paragraph 7(6) of the Declaration relative to first mortgagees shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

6. **Maintenance and Repair.**

(a) **By the Board of Directors.** Except as otherwise provided in Section 6(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, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner), of all of the Common Area, including, but not limited to the common use land as described in the Declaration of Restrictions dated and recorded in the Merrimack County Registry of Deeds, Book , Page , whether presently existing or hereafter constructed, the cost of which shall be charged to all Owners as a Common Expense.

(b) **By the Owner.** Except for the portions of his Unit explicitly required herein to be maintained, repaired and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof. Each owner shall be responsible for performing the normal maintenance for any exclusive use Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and keep walks and driveway free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all repairs thereto beyond normal maintenance, caused or necessitated by his negligence, misuse or neglect. Repairs, construction, or maintenance of utilities serving the Unit exclusively, but located external to the exterior walls of any structures on the Unit, or utilities wherever situated but serving multiple Units, and which are not caused or necessitated by the of any individual Owner, shall be the responsibility of the Board of Directors. Each Owner shall maintain the good appearance and condition of his Unit. In addition, each Owner shall be financially responsible for all damage to any and all other Units, Limited Common Area or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this Section or due to his negligence , misuse or neglect with regard to utilities serving the Unit or multiple units. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each 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. The Board of Directors, in coordination with the Unit Owner, shall arrange for any repairs of the utilities serving the unit or multiple units, at the Unit Owner's expense or the Condominium Association's expense as the case may be.

(c) **Manner of Repair and Replacement.** All maintenance, repairs and replacement shall be substantially similar to the original construction and installation and

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2283, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

7. **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 Five Thousand Dollars ($5,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall access all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Five Thousand Dollars ($5;000) 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 Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 66% of the members of the Board of Directors such additions , alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or 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

8. **Additions, Alterations or Improvements by Owners.** All Unit Owners may make Additions, Alterations, Improvements and Install Recreational Amenities to their units and Limited Common Area. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, then the application shall be executed on behalf of the Association by the Board of Directors only, without however incurring liability on the part of the Board of Directors or any of them to anyone on account of such addition, alteration or improvement. Subject to the approval of the mortgagees of such affected Units, the Board of Directors and any Unit Owner affected, and subject to obtaining any governmental approvals required by law, any Unit may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The Clerk shall record any necessary amendment to the Declaration to affect such action as provided in Section 31 and 32 of the Condominium Act. The Owner requesting such amendment shall reimburse the Association for all expenses it may incur in making such an amendment. Provided, however, until Units owner by the Declarant shall have been completed and initial deeds of conveyance of such Units shall have been recorded, the Declarant shall have the right to make such alterations or subdivisions without the consent of the Board of Directors, and the Board of Directors shall execute any such application required.

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

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202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2284, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



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

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

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

10. **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 Bylaws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective. A vote of the majority of Owners present in person or by proxy at a meeting of the Association may overrule and declare void any Rule adopted by the Board; provided that notice of the proposal to overrule shall be included in the notice of such meeting.

11. **Plans for Maintenance**. The Board of Directors shall take due note of any plan or manual for maintenance of the Condominium's drainage system or roads created in conjunction with any necessary state or municipal approvals of the Condominium project and arrange for the faithful execution (or proper amendment) of such maintenance obligations, with the authority to engage such professionals, mechanics, or technicians needed to carry out such duties, at the expense of the Condominium Association.

## ARTICLE VI

## INSURANCE

l. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium (this shall not be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage, although the Board may do so), and (ii) such other policies as specified below, which insurance shall be governed by the following provisions to the extent obtainable or possible.

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2285, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



(a) Fire insurance with standard extended coverage endorsements, vandalism and malicious mischief endorsements insuring all the Association-owned buildings , in the Condominium including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the Owners and their mortgagees as their respective interests may appear.

(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 One Million Dollars, ($1,000,000) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section I above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability or negligence occurring within a Unit.

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

(b) The Board shall _be required to make every effort to see that all policies of physical damage insurance provided for under Section 1 above: ( i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner 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 of 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, jeopardized or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2286, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees ; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

3. Individual Policies.

(a) Any Owner and any mortgagee may obtain at his own expense additional insurance (including without limitation a "condominium unit-owner 's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section l(a) above). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section l(a) above, and each Owner hereby assigns to the Board, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) It is recommended that each Owner obtain at his own expense, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, appropriate property and liability insurance with regard to the Owner's Unit and any liability arising from the use thereof.

(c) In addition to the other requirements of law or imposed y the Declaration or these Bylaws, each Owner, prior to commencement of construction of such improvements, shall for insurance purposes notify the Board of all proposed improvements to his Unit (except personal property other than fixtures) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section l(a) hereof, of any such improvements, to the extent the same may be required by the Association's insurance policy.

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

202100004747 Recorded in Merrimack County, NH In the Records of Susan Cragin, Register
BK: 3724 PG: 2287, 2/23/2021 2:22 PM RECORDING $182.00 SURCHARGE $2.00



## ARTICLE VII

## REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of Section 3 (i) of the Declaration, in the event of damage to or destruction of all or part of the Association-owned buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the buildings.

2. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to an Association-owned 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 costs may also include professional fees and premiums for such bonds as the Board of Directors determine to be necessary. The Board shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from along said estimates.

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

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

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

3. Disbursements of Construction Funds.

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

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(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work of supplying materials or services for the repair and reconstruction of the building as are designated 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 first be applied to any borrowing pursuant to Section 2(b) above, and the remainder, if any, shall be distributed to the Owners, either directly or as a credit against regular assessments.

(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, Association-owned buildings, and the balance to the cost of repairing the Units , to the extent that the Association is liable therefor.

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## ARTICLE VIII

## SALES, LEASES, AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease , mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the 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 such title or one or more of such interests , without including all such title or one or more of such interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws 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, leave, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to his Unit, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage, or deed in lieu of such foreclosure. In the event that the Unit is subject to one or more outstanding assessments previously levied against such Unit, and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Section 2 of Article V, the statement shall expressly state any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Unit, in any case where such waiver, failure or refusal may exist. Failure or refusal to furnish such a statement as provided in said Section 3

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shall not only constitute a waiver of such assessment, but also make the above- mentioned prohibition inapplicable to any such disposition of the Unit.

3. Resale of Units. Pursuant to the Condominium Act, specifically, RSA 356- 8:58, every prospective unit owner in the event of a resale of a unit or any interest therein by an person other than the Declarant shall have the right to obtain from the Association, prior to the contract date for the purchase and sale of the unit, the following:

(a) A recordable statement setting forth the amount of unpaid assessments, if any, currently levied against the unit in question. Such requests shall be in writing, directed to the principal officer of the Association. Failure to furnish or make available such a statement within ten ( 1 0) business days from the receipt thereof shall extinguish the lien created by law, the within Bylaws, and/or the Declaration, as to the condominium unit involved.

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current fiscal year or succeeding two fiscal years.

(c) A statement of the status and amount of any reserve fund for major maintenance or replacement 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 or legal action in which the Association is a party.

(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 in question or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments.

The principal officer of the Association shall furnish the said statements upon the written request of any prospective unit owner within ten (10) days of the receipt of such request.

## ARTICLE IX

## AMENDMENT TO BYLAWS

l. Amendments. Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended by the procedure set forth in Paragraph 6 of the Declaration; provided, however, that (a) Section 4 of Article II, and Section 3 of Article III, insofar as they relate to the selection of members of the Board of Directors by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one of more Units, may vote appurtenant thereto, and (c) this Section I of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an

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Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendments to the Bylaws or Rules may be adopted which could interfere with the construction , display, sale, lease, or other disposition of such Unit or Units. Notwithstanding the foregoing, until the Transition Date as set forth in Article II, Section of the Bylaws, no amendment to these Bylaws will be effective without the written consent of Declarant. These bylaws may not be amended to reduce, modify, or abolish the obligations of the Association and/or the Board, to control and maintain the common use land as described in the Declaration of Conservation Restrictions dated _____.2021, and recorded in the Merrimack County Registry of Deeds, Book ____, Page_____

2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these Bylaws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all mortgagees shall be given thirty (30) days' notice of all proposed amendments, and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interest of a mortgagee (including the mortgagee's use of a secondary mortgage market, i.e. the sales of mortgages to the Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding mortgages on 75% or more of the Units encumbered by mortgages.

## ARTICLE X

## MORTGAGES

1. 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 and Bylaws. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration of these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding, provided the Board has been given notice of such mortgage in the manner set forth in Paragraph 6(g) of the Declaration.

## ARTICLE XI

## NOTICE

l. Manner of Notice. Except as otherwise provided in the Declaration• and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to be Owner, at the address of his Unit and/or at such other address as the Owner may have designated by notice in writing to

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the Clerk, or (ii) if to the Association, or the Manager, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

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

## ARTICLE XII

## COMPLIANCE AND DEFAULT

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

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

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

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the Association shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

(d) No Waiver of Rights. The failure of the Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board 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

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exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(e) Interest. In the event of a default by any Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest on the amounts due at the rate of eighteen percent ( 18%) per annum from the due date thereof. In addition, the Association shall have the authority to impose a late payment charge on such defaulting Owners in an amount not to exceed $20.00, or six cents ($0.06) per dollar on any amount overdue, whichever is greater. The aforesaid rate of interest shall apply until the sums due are actually collected, even if litigation is brought to enforce the indebtedness or even if the indebtedness is reduced to judgement.

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

2. Lien for Assessments.

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

(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 ten ( 1 0) days after written notice of such default has been sent to the Owner, the maturity of the remaining unpaid installments of such assessment may be accelerated, at the option of the Association, 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, iii order to perfect such lien shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable, a memorandum in the Registry in form and manner prescribed in said Act.

(c) The lien for assessments shall include interest, late charge, costs and attorney's fees as provided in Section I of this Article XII and may be foreclosed either in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or in any

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other manner provided in said laws for the foreclosure of real estate mortgages, or may otherwise be enforced or levied upon by suit brought in the name of the Board of Directors, acting on behalf of the Association. During the pendency of such proceedings or suit the owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

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

## ARTICLE XIII

## COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act (herein sometimes referred to as the "Act").

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

3. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure enforce the same (except where a right is dependent upon notice to be given with a specified period), irrespective of the number of violations or breaches which may occur.

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

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

6. Conflict. To the extent that any provisions of these Bylaws, or the Rules enacted by the Board of Directors pursuant to these Bylaws, conflicts with mandatory provisions of the Condominium Act or the Declaration of Condominium, or Declaration of Restrictions, those provisions shall govern, in such order of priority.

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Bernstein, Shur Sawyer & Nelson

# FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS

## Meadow View, a condominium

This First Amendment to Declaration of Condominium and Bylaws of Meadow View, a condominium, is made this 23rd day of May, 2022, by San-Ken Homes, Inc., a New Hampshire corporation, with a principal place of business of 586 Turnpike Road, New Ipswich, New Hampshire (hereinafter referred to as "San-Ken" or "Developer").

WHEREAS, San-Ken is the sole owner of certain real property situated in the Town of Pembroke, Merrimack County, State of New Hampshire, being shown on a Plan of Land entitled "Meadow View Condominium Site Plan, Tax Map 262 Lots 43 & 45, Meadow View", Pembroke, New Hampshire, Land of San-Ken Homes, Inc and SKRE Holdings, LLC prepared by Tom Huot, Land Surveyor, S&H Land Services, LLC, Scale 1" = 300' dated September 10, 2020, and recorded in the Merrimack County Registry of Deeds as Plan No. 202100004746 on February 23, 2021 (hereinafter "the Premises").

WHEREAS, San-Ken now wishes to amend the Declaration and Bylaws of Meadow View, a condominium, dated February 18, 2021 and recorded on February 23, 2021 in the Merrimack County Registry of Deeds at Book 3724, Page 2250.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

**1. By this amendment Article V, Operation of the Property, Paragraph 1.(c) *Assessment and Payment of Common Expenses,* shall be deleted in its entirety and substituting the following in its place:**

(c) **Assessment and Payment of Common Expenses**. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit which has been sold and conveyed or rented by the Declarant in proportion to the number of votes in the Association appertaining to his Unit and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. On or before the first day

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of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-fifty-sixth (1/56th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's votes in the Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Association to the installments due in the succeeding six (6) months after the rendering of the accounting. Notwithstanding the foregoing, the Board of Directors in establishing annual common assessments can depart from an equal per unit assessment (based on a total of 56 condominium units) if the Board of Directors reasonable determine that different unit sizes require a variable condominium unit assessment. Thus, annual common assessments can be variable based on the square foot size of each of the 56 units to fairly apportion the annual condominium expenses.

**2. By this amendment Article V, Operation of the Property, Paragraph 1.(e) *Initial Assessment*, shall be deleted in its entirety and substituting the following in its place:**

(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 Registry 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 subsection (c) of this Section. The Board of Directors may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium Unit from the Declarant. In addition, any time a present Condominium Unit Owner, not the Declarant, later conveys their Condominium Unit, the new Buyer of that Condominium Unit shall be required to provide a condominium reserve special assessment in an amount approved by the Condominium Board of Directors to the Condominium Association. This condominium reserve special assessment shall be in addition to any required monthly condominium fees and any other special assessments approved by the Condominium Board of Directors.

**3. By this amendment Article VI, Insurance, Paragraph 3.(a) *Individual Policies*, shall be deleted in its entirety and substituting the following in its place:**

3. **Individual Policies.**

(a) Any Owner and any mortgagee may obtain at his own expense additional insurance (including without limitation a "condominium unit-owner 's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section l(a) above). Such

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insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section l(a) above, and each Owner hereby assigns to the Board, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association. In conjunction with the foregoing, should any Unit Owner make modifications, changes, or improvements to the Unit Owners Condominium Unit or place an allowed structure, or improvement within a Unit's Limited Common Area, any additional condominium insurance costs arising from such changes, modifications, or improvements, shall be reimbursed by the Unit Owner to the Condominium Association. At the discretion of the Board of Directors, each Unit Owner's annual share of the insurance cost required under NH RSA 356-B:43, may be billed separately to each Unit Owner and not included as part of each Unit Owner's monthly condominium fee.

**4. Except as otherwise amended, the terms and provisions of the Declaration and Bylaws shall remain in full force and effect.**

The foregoing premises is not the Homestead of the Grantor.

[Signature page to follow]

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Dated: May 23rd, 2022.

SAN-KEN HOMES, INC.

Witness

By: _____
Kenneth Lehtonen, Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

Then personally appeared Kenneth Lehtonen, Vice President, duly authorized of San-Ken Homes, Inc. and acknowledged the foregoing to be his free act and deed on behalf of San-Ken Homes, Inc.

Dated: May 23, 2022

_____
Notary Public
My commission expires July 31, 2024

NIKKI M. O'NEIL
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES JULY 31, 2024