

EXHIBIT B TO DECLARATION OF  
NUBANUSIT NEIGHBORHOOD & FARM, A CONDOMINIUM  
BY-LAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of Nubanusit Neighborhood & Farm, A Condominium (the "Condominium") and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws, as well as to the Declaration and the Rules promulgated hereunder.
2. Definitions. Terms not defined herein or in the Declaration shall have the meanings specified in Section 3 of RSA 356-B (the "Condominium Act").
3. By-Laws' Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgement that such Owner, tenant or occupancy has accepted and ratified these By-laws, the provisions of the Declaration and the rules and will comply with them.
4. Period of Declarant Control. The Period of Declarant Control shall begin on the date that the Declaration for the Condominium is recorded at the Cheshire County Registry of Deeds and terminates at the earlier of the following:
  - a) Three years after the recording of this declaration, unless this time shall have been extended by a vote of the Unit Owners Association, in accordance with RSA 356-B:36, or
  - b) Such time as the Declarant shall have conveyed units representing 75 percent or more of the undivided interest in the common area.
5. Office. The office of the Condominium and of the Unit Owners Association shall be located at the Condominium or at such other place as may be designated from time to time by the Unit Owners Association. The address of the Condominium is: Nubanusit Neighborhood & Farm, A

Condominium, Steele Road, Peterborough, NH 03458.

## 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 By-Laws, shall constitute the "Unit Owners Association," which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Unit Owners Association by the Condominium Act. The ongoing administration of the Condominium shall be performed by a Board of Directors on behalf of the Unit Owners Association. The Board of Directors shall be selected and shall exercise such powers as provided in Article III of these By-Laws.
2. Voting. Meetings shall operate using a consensus decision making process, to the extent possible. Each Unit shall be entitled to a weighted vote that is equal to the percentage share of the common area ownership that applies to that Unit, as specified in the Declaration. Since a Unit Owner may be more than one person, if only one of such person is 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 them, and such consent shall be conclusively presumed if anyone 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 By-Laws, a majority (50.01 percent or more) of votes cast in person or by proxy is required to adopt decisions at any meeting of the Unit Owners Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Units are entitled.
3. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

4. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy executed by or on behalf of the Unit Owner or, where the Unit Owner is more than one person, by or on behalf of all such persons. The validity and revocation of proxies is governed by Section 39, IV, of the Condominium Act.
5. Declarant Control. During the Period of Declarant Control, no vote of the Unit Owners Association that amends the Declaration or Bylaws, or that approves or amends the annual assessment or any special assessment on Unit Owners, or that authorizes or approves any contract for management of the Condominium, shall be effective unless approved by the Declarant.
6. Supermajority Vote Required for Certain Actions. After the Period of Declarant Control, no vote of the Unit Owners Association that amends the Declaration or Bylaws, or that approves or amends the annual assessment or any special assessment on Unit Owners, or that authorizes or approves any contract for management of the Condominium, shall be effective unless it is voted by Owners of Units that have seventy-five percent (75%) or more of the total vote cast in person or by proxy at a properly convened meeting of the Unit Owners Association.
7. Place of Meeting. Meetings of the Unit Owners Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the President and stated in the notice of the meeting.
8. Annual Meeting. The first annual meeting of the Unit Owners Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of section 10 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 such date, as may be designated by the Unit Owners Association and reflected in the said notice. At such annual meetings the directors and officers shall be elected by ballot of the Owners in accordance with the requirements of Article IV.
9. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners Association upon a petition signed and presented to the Clerk of Owners having not less than 50 percent of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and no business shall be transacted at a special meeting except as stated in the notice.
10. Notice of Meeting. It shall be the duty of the Clerk to mail, by United States certified mail, return receipt requested, a notice of each annual meeting or special meeting, at least twenty-one (21) days in advance of

such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record; at the address of their respective Units and at such other address as each Owner may have designated by notice in writing to the Clerk; provided, however, that such notice may be hand delivered by the Clerk if the Clerk obtains a receipt of acceptance of such notice from the Unit Owner.

11. Waiver of Notice. Before or within ten (10) days after any meeting of the Unit Owners Association, any Unit Owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Unit Owners Association shall be a waiver of notice by him of the time and place thereof. If all the Unit Owners are present at any meeting of the Unit Owners Association, no notice shall be required and any business may be transacted at such meeting.
12. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owners, until adjourned, if persons entitled to cast at least one-quarter of the total votes are present at the beginning of such meeting.
13. Order of Business. The order of business at all meetings of the Unit Owners Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.
14. Conduct of Meeting. The President, or his designated alternative, shall preside over all meetings of the Unit Owners Association and the Clerk shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.
15. Dispensing with Vote. Any action by the Unit Owners Association required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Unit Owners Association 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 Unit Owners Association.
16. Compensation. No Unit Owner or officer shall receive any compensation from the Condominium for acting as such.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by the Board of Directors of the Unit Owners Association, which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these By-Laws prohibited. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-laws, and provided that any such Rules adopted by the Board of Directors are stated in writing and ratified by the Unit Owners Association at its next annual meeting. In addition to the general duties imposed by the Condominium Act or these By-Laws, the Board of Directors shall have the power to, and be responsible for, the following:
  - a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses;
  - b) 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 Unit Owners Association, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in 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, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium.
  - d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.
  - e) Making and amending Rules respecting the use of the Property and enforcing the provisions of the Declaration, these By-Laws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners.
  - f) Obtaining and maintaining insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premiums therefore 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 By-Laws, after damage or destruction by fire or other casualty.

g) Maintaining books of account showing the receipts and expenditures of the Unit Owners Association. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days.

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

2. Number of Directors and Initial Selection of the Board. After the initial annual meeting of the Unit Owners Association, the Board of Directors shall be composed of five persons, each of whom shall be a Unit Owner in Good Standing elected by the Unit Owners Association. Prior to the initial annual meeting, the Declarant shall appoint three persons who will serve as the Board of Directors; provided that, if Declarant has sold or conveyed one-third of the Units, Declarant shall appoint one Unit Owner of a conveyed Unit as a Director, and if Declarant has sold or conveyed two-thirds of the total number of units, Declarant shall appoint two Unit Owners of conveyed units as Directors.
3. Election and Term of Office. At the first annual meeting of the Unit Owners Association, the Association shall elect five members to the Board of Directors: two members shall serve terms of one year; two shall serve terms of two years; and one shall serve a term of three years. Directors shall serve until a successor is elected, if they remain qualified as Unit Owners. At each subsequent annual meeting, the Unit Owners Association shall elect Directors to take the place of Directors whose terms are expiring, and such Directors will serve three-year terms. Vacancies on the Board of Directors may be filled by the Unit Owners Association at any annual or special meeting. Any Director elected to fill a position that has become vacant for any reason shall serve the remainder of the term of the vacant position.
4. Qualifications for Board of Directors. Directors shall be natural persons who are Unit Owners. In the case of a joint or common ownership of a Unit, any of the joint or common owners are eligible. In the case of an owner that is not a natural person, any natural person who is eligible to execute a deed on behalf of such owner is eligible to serve as a Director. No Director may serve more than two consecutive three-year terms, and no person may be elected as a Director if a joint or common owner of the same Unit, or another person representing the same owner that is not a natural person, has served the previous two three-year terms. A Director may be removed before the expiration of his or her term by a majority vote of the Unit Owners Association.

5. Meetings of the Board of Directors. Meetings of the Board of Directors shall be held quarterly, or more frequently as called by the President. The President shall give notice of the time and place of meetings no less than seven calendar days in advance by personally delivering or mailing such notice to each Director, and by posting a notice of the meeting in a common area of the Condominium accessible to all Unit Owners. The President shall call a meeting of the Directors upon the written request of any two Directors. Meetings shall be open to any Unit Owner or family member, tenant, agent, invitee or employee of any Unit Owner. Directors may waive the individual notice requirement for a specific meeting in writing within ten days of such meeting, and attendance at the meeting will be deemed to be such a waiver. The Directors may by majority vote waive the requirement of notice by posting in a common area for a specific meeting.
6. Quorum. Three members of the Board of Directors shall be a quorum for the transaction of business at any meeting of the Board. A majority vote of those present shall be sufficient for any decision of the Board of Directors, unless otherwise required by these By-Laws or the Condominium Act.
7. Managing Agent. The Unit Owners Association may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Unit Owners Association, to perform such duties and services as the Unit Owners Association shall authorize, including, but not limited to, the duties listed in Section I of this Article III. The Unit Owners Association may delegate to the Manager all of the powers granted to the Unit Owners Association or the Board of Directors by these By-Laws; provided that any actions by the Manager with respect to the powers set forth in paragraph (b) 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 for cause upon no more than ninety (90) days written notice.
8. Fidelity Bonds. The Unit Owners Association may require that all officers, agents (including the Manager) and employees of the Unit Owners Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.
9. Liability of the Unit Owners and Officers. It is intended that the liability of any Owner arising out of any contract made by the Unit Owners Association shall be limited to the share of the total liability thereunder that is equal to the share of the undivided interest in the Common Area that is associated with that Owner's Unit. Every written agreement made by the Unit Owners Association or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Unit Owners Asso-

ciation or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except Owners), and that each Owner's liability thereunder shall be limited to the proportion of the total liability thereunder that corresponds with that Owner's share of the undivided interest in the Common Area. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, by reason of the fact that he is or was an officer, for expenses (including attorney's fees), judgment, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct.

#### ARTICLE IV

#### OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Clerk, and a Treasurer, all of whom shall be elected annually by the Unit Owners Association and will serve one-year terms. The Unit Owners Association shall elect one of the Directors to serve as President. With the exception of the President, no officer need be a member of the Unit Owners Association. The offices of Treasurer and Clerk may be held by the same person.
2. Election of Officers. The officers of the Condominium shall be elected annually by the Unit Owners Association at the organization meeting and at each annual meeting thereafter and shall serve one-year terms at the pleasure of the Unit Owners Association. Any vacancy in an office shall be filled by the Unit Owners Association at a regular meeting or special meeting called for such purpose.
3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Unit Owners may be removed at any time by the affirmative vote of a majority of the Unit Owners Association, and his successor may be elected at any regular meeting of the Unit Owners Association, or at any special meeting of the Board of Directors called for such purpose.
4. President. The President shall be the chief executive officer; he, or his designated alternate, shall preside at meetings of the Board of Directors and the Unit Owners Association, 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 Unit Owners Association 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 the president of a stock corporation organized under the laws of the State of New Hampshire.
5. Clerk. The Clerk, or his designated alternate, shall attend all meetings of

the Unit Owners Association, shall record the minutes of all proceedings in the Record Book of the Condominium and shall perform like duties for committees when required. The Clerk shall keep the Record Book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners Association, and committees and shall perform such other duties as may be prescribed by the Unit Owners Association. The Clerk shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office address. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, if any, and, with the assistance of the Manager, if any, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Unit Owners Association. He shall disburse funds as ordered by the Unit Owners Association, where possible taking proper vouchers for such disbursements, and shall render to the President and Unit Owners, at the regular meetings of the Unit Owners Association, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.
7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations may be executed by any officer of the Condominium 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 Condominium for acting as such.

## ARTICLE V

### OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.
  - a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve (12) month period commencing on January 1 of one year and terminating on December 31 of the same calendar year, except that the first fiscal year shall begin at the date of organization and terminate on December 31 of the same year. The fiscal year number shall be the same number as the calendar year which includes the last day of the fiscal year. The fiscal year herein established shall be subject to change by the Unit Owners Association.

- b) Preparation and Approval of Budget. Each year the Unit Owners Association shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the units as to which it is the responsibility of the Unit Owners Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Unit Owners Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Unit Owners Association considers necessary to provide a general operating reserve, and/or reserves for contingencies, repairs and replacements. The Unit Owners Association shall make reasonable efforts to send to each Owner a copy of the Budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium. The budget for any fiscal year that begins before the date of the first meeting of the Unit Owners Association shall be established by the Declarant and shall have the same force and effect as a budget prepared and adopted by the Unit Owners Association.
- c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Unit Owners Association shall be assessed against the Unit Owners. Each Unit Owner shall be assessed on these dates a share of the amount of the total assessment proportional to that Unit's share of the interest in the Common Area, and the assessment shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. On or before the first day of each of the months in such fiscal year after each assessment, each Owner shall be obligated to pay to the Association one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions, or for any fiscal year that is less than or more than twelve months long, an equal portion of the assessment at the beginning of each full month in the fiscal year. Within sixty (60) days after the end of each fiscal year, the Unit Owners Association shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Unit Owners Association, either be returned to the Owners proportionately, be credited proportion-

ately to the next monthly installment due from Owners under the current fiscal year's budget, until exhausted or be added to reserves. Any net shortage shall, if the Unit Owners Association deems it advisable, be added proportionately to the installments due in the succeeding six (6) months after the rendering of the accounting.

- d) Reserves. The Unit Owners Association shall build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which shall be funded by regular monthly payments, as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for 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 non-payment of any Owner's assessment, the reserves are inadequate, the Unit Owners Association may at any time levy a further assessment, which shall be assessed against the Owners proportionately to their share of the interest in the Common Area, and which may be payable in a lump sum or in installments as the Unit Owners Association may determine. The Unit Owners Association shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next 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 Unit Owners Association is established, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Hillsborough County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Once approved, this budget shall replace the budget for that fiscal year prepared by Declarant. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this section. The Unit Owners Association 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 Unit Owners Association 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 a new annual or adjusted budget shall have been adopted.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Unit Owners Association pursuant to the provisions in Section 1 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 Elements or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or successor by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefore; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Unit Owners Association or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payments of a fee of ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for, the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Unit Owners Association.
3. Collection of Assessments. The Unit Owner's Association 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.
4. Maintenance and Repair.
  - a) By the Unit Owners Association. Except as otherwise provided in Section 4(b) below, the Unit Owners Association shall be responsi-

ble 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 the Common Area, whether located inside or outside of the Units, 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 required to be maintained, repaired and replaced by the Unit Owners Association, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all repairs thereto, beyond normal maintenance, cause or necessitated by his negligence, misuse or neglect. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by his section. 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 Unit Owners Association, or the Manager, any defects or need for repairs for which the Unit Owners Association is responsible.
- c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the Unit Owners Association.

- 5. Additions, Alterations or Improvements by Unit Owners Association. Whenever in the judgment of the Unit Owners Association the Common Area shall require additions, alterations or improvements, and the making of such additions, alterations or improvements shall have been approved by three-fourths (3/4) of the total vote of the Owners, the Unit Owners Association shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Notwithstanding the foregoing, if, in the opinion of not

less than 60 percent of the members of the Unit Owners Association such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owner or 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 Unit Owners Association.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his Unit, including the doors and windows, or of any fence, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvements or change. The provisions of this Section 7 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.
7. Restrictions on Use of Units and Common Areas. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Unit Owners Association have the rights and authority to exercise reasonable controls over the use of the Units and Common Areas. 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;
  - a) No advertisements or posters of any kind shall be posted in or on the Property except as authorized by the Board of Directors. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the Units.
  - b) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Area, except that laundry may be hung from clotheslines within the exterior Limited Common Area associated with a Unit subject to reasonable rules established by the Board of Directors. All refuse and trash shall be placed in locations specifically designated by the Board of Directors, and no garbage or trash shall be permitted to remain in public view.
  - c) Except as provided in paragraph (d) immediately below, no animal, other than common household pets, shall be kept or maintained on the Property (except as specified in paragraph (d) below), nor

shall common household pets be kept, bred or maintained for commercial purposes on the Property. Pets shall not be permitted outside of the Units unless they are accompanied by an adult person or as provided in the Rules for the control and regulation of household pets in the Condominium. The owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Unit Owners Association for all damages to the Property resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Unit Owners Association for the control and regulation of pets in the Condominium.

- d) The Owner, Tenant, or Lessee of the Farm Unit (Unit 18 in the Declaration) shall be allowed to keep, maintain, raise, and offer for sale domestic farm animals within the Farm Unit and the Limited Common Area assigned to that Unit. The Owner, Tenant or Lessee of any Unit created within the Convertible Land shall be permitted to keep, maintain, raise, and pasture domestic farm animals for personal use, subject to the prior approval of the Board of Directors and to the reasonable conditions on such use established by the Board.
- e) Owners, tenants and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb others.
- f) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is an annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.
- g) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of the building except as presently installed or as authorized by the Board of Directors.
- h) No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.
- i) Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration of these By-Laws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

- j) The Limited Common Areas associated with Units and Common Area which Unit Owners may be permitted to use shall not be used for sleeping or other dwelling purposes. No material may be stored in such areas or used if such storage or use would be hazardous to the buildings or to other residents.
- k) No one shall place or cause to be placed in any hallway, corridor, lobby, stairs or stairway, walkway, driveway, parking area or other Common Area other than Limited Common Areas designated for such purpose, any bicycles, furniture, packages or objects of any kind. These areas shall be used only for normal transit through them (or, where appropriate, vehicular parking in them).
- l) 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.
- m) No activity shall be done or maintained in any Unit or upon any 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. No waste shall be committed in the Common Area.

In the use of the Units and the Common Area of the Condominiums, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Unit Owners Association. The Common Area shall be used only for the furnishings of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

- 8. Right of Access. An Owner shall grant a right of access to his Unit to the Unit Owners Association and the Manager, if any, and to any other person authorized by the Unit Owners Association for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another Unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.
- 9. Parking. All parking on the Property is a Common Area as shown on the Site Plan. Each residential Unit shall be assigned one parking space in a covered parking enclosure and one space in an open paved area. The size and locations of the parking areas to be used by each Unit Owner are the subject of regulation by the Unit Owners Association.

10. Use of Common Area. The Unit Owners Association may adopt rules that reasonably restrict the hours and manner of use of the Common Area.
11. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Unit Owners Association, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Unit Owners Association to each Owner prior to the time when the same shall become effective.

## ARTICLE VI

### INSURANCE

12. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Unit Owners Association shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Unit Owners Association, officers, the Manager, if any, 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; and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible.
  - a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all 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, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Unit Owners Association as trustee for the Owners and mortgagees as their respective interests may appear.
  - b) Public liability insurance in such amounts as the Unit Owners Association may from time determine, but in no event shall the Limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1(ii) above,

against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

- c) Workmen's compensation insurance as required by law.
- d) Such other insurance as the Unit Owners Association may determine

1. General Insurance Provisions.

- a) The Unit Owners Association shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 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 with the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 1(a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Paragraph.
- b) The Unit Owners Association shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, the Manager, and Owners, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control" (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have 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 provide that in no event shall the insurance purchased individually by Owners or other mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, Unit Owners Association, or any of their agents, employees or household members, nor cancelled for non-payment of premiums.

2. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a “condominium unit-owner’s endorsement” for improvements and betterments to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Unit Owners Association, a “Tenant’s Homeowner’s Policy,” or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.
  - a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Unit Owners Association pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Unit Owners Association 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 of the Owner) shall be filed with the Association.
  - b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Unit Owners Association.
  - c) Each Owner, prior to commencement of construction of such improvements, shall notify the Unit Owners Association of all improvements to his Unit (except personal property other than fixtures) which exceed One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Unit Owners Association shall notify the insurer under any policy obtained pursuant to Paragraph I(a) hereof, of any such improvements.]
  - d) Each Owner should obtain liability insurance with respect to his ownership and/or use of his Unit.
3. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Clerk of the Association. Such notice shall be sent by U. S. Mail, return receipt requested, 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, provided

the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

## ARTICLE VII

### REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of Paragraph 3(j) of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, including a taking under the powers of eminent domain, the Unit Owners Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.
2. Procedure for Reconstruction and Repair.
  - a) Immediately after a fire or other casualty causing damage to a building, the Unit Owners Association 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 Unit Owners Association determines to be necessary.
  - b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners Association.
  - c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specification under which the damaged building was originally constructed.
  - d) Encroachments upon or in favor of Units that 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 if the reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.
3. Disbursement of Construction Funds.
  - a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Unit Owners Association from as-

assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Unit Owners Association.

- b) The construction fund shall be paid by the Unit Owners Association in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Unit Owners Association.
- 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 costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.
- d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

## 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 or such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these By-Laws or the Condominium Act, the undivided interest in the Common Area allocated to any Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.
2. Payment of Assessment. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Unit Owners Association all unpaid Common Expenses theretofore assessed by the Unit Owners Association with respect to his Unit, except as provided in Section 2 of Article V, and shall have satisfied all unpaid liens with respect to his Unit, except mortgage. The Unit Owners Association shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement cer-

tifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amounts, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within seven (7) days of receipt of such request by the Unit Owners Association or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, Unit Owners Association and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

3. Restrictions on Alienation of Units. The Board of Directors shall maintain a list of persons who have expressed interest in joining the community by purchasing or leasing a Unit within the Condominium (the Waiting List). Such Waiting List shall indicate the order in which such expressions of interest are received and what size Unit the person is interested in. When an Owner plans to convey a Unit, he shall immediately notify the Board of Directors who shall notify or cause to be notified those on the Waiting List for the appropriate size Unit, or the first three such persons if there are more than three. No Owner shall convey a Unit by sale, lease, gift or devise unless he shall have first offered the Unit on the same terms, in order, to the persons on the Waiting List who have indicated an interest in the same size Unit (or the first three if there are more than three such persons) and all such persons have declined the offer or thirty days have passed since the Owner notified the Board of Directors. This section does not apply to the gift, sale, lease or devise of a Unit to an immediate family member (spouse, civil union partner, parent, sibling, child or grandchild) of the Owner, nor to the conveyance of a Unit subject to restrictive covenants held by a government body or charitable organization for the purpose of providing affordable housing.

## ARTICLE IX

### AMENDMENTS TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either (i) by a vote of Owners representing at least seventy-five percent (75%) of the total vote cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by Owners representing at least seventy-five percent (75%) of the total vote of all Owners in good standing: provided, however, that (a) Section 2 of Article II, insofar as it provides that the Declarant, so long as it

is the Owner of one or more Units, may vote the votes appurtenant thereto, and (b) this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

2. Recording. A modification or amendment of these By-Laws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34, IV of the Condominium Act.
3. Conflicts. No modification or amendment of these By-Laws may be adopted which will be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.
4. Approval of Mortgagees. These By-laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these By-Laws 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 By-Laws impairing or affecting the rights, priorities, remedies or interests 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 seventy-five percent (75%) or more of the Units encumbered by mortgages.

## ARTICLE X

### MORTGAGES

1. Notice to Unit Owners Association. An Owner who mortgages his Condominium Unit shall notify the Unit Owners Association of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Unit Owners Association. The Unit Owners Association shall maintain suitable records pertaining to such mortgages.
2. Notice of Unpaid Assessments for Common Expenses. The Unit Owners Association whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Condominium Unit.

3. Notice of Default. The Unit Owners Association shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or By-Laws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Unit Owners Association. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.
4. Notice of Damage. The Unit Owners Association shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Unit Owners Association is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).
5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

## ARTICLE XI

### NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U. S. Mail, first class postage prepaid, (i) if to an Owner, at an address of his Unit and at such other address as the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Unit Owners Association, Unit Owners Association, or the Manager at the principal office of the President or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of statutes, of the Declaration or of these By-laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed 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 By-laws, and the Rules, and any amendment of the same. A default by an Owner shall entitle the Unit Owners Association or the Manager, to the following relief:
  - a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Law, 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 By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Manager, or, if appropriate, by the 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 Unit Owners Association. 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 Attorney's Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.
  - d) No Waiver of Rights. The failure of the Unit Owners Association, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws or the Rules shall not constitute a waiver of the right of the Association, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privilege as may be granted to such party by the Declaration, these By-Laws or the Rules, or at law or in equity.
  - e) Interest. In the event of a default by an Owner which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per

annum from the due date thereof. In addition, the Unit Owners Association shall have the authority to impose a late payment charge on such defaulting Owners in an amount not to exceed \$15.00, or six cents (\$.06) per dollar on any amount so overdue, whichever is greater.

- f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Unit Owners Association, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Unit Owners Association or the Manager the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Unit Owners Association 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 assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act, which lien shall, with respect to annual assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than seven (7) days after delivery to the Owner of notice of such special assessments.
- b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Unit Owners 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 Unit Owners Association or Manager.
- c) The lien for contribution may be foreclosed in the manner provided by the Condominium Act.
- d) Suits to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing

the same, and foreclosure shall be available without bringing suit to recover a money judgment.

### ARTICLE XIII

#### EMINENT DOMAIN

1. Eminent Domain. In the event of a taking under power of eminent domain of a part or all of the Condominium, the Unit Owners Association shall represent and act on behalf of each of the Unit Owners in any resulting negotiations, administrative, or judicial proceedings, with respect to the interest of the Unit Owners Association in the Common Area.

### ARTICLE XIV

#### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.
2. Severability. These By-Laws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-laws 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 By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
4. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.
5. Gender, etc. Whenever in these By-Laws the context so requires, the singular numbers shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant has caused these By-Laws to be executed by its duly authorized officer this 6th day of November, 2007.

NUBANUSIT NEIGHBORHOOD &  
FARM, A CONDOMINIUM

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BY: Richard M. Pendleton, Member  
Nubi River Partners, LLC  
Declarant