

EXHIBIT C

BY-LAWS OF

CURRIER MEADOW CONDOMINIUM

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 Currier Meadow 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 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 acknowledgment that such owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the Rules and will comply with them.

4. Office. The office of the Condominium shall be located at the Condominium or at such other place as may be designated from time to time by the Association. The address of the Condominium is: Currier Drive, Manchester, New Hampshire.

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.

2. **Voting.** The Condominium consists of four units; each unit shall be entitled to one vote, except as otherwise set forth herein. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the 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 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 By-Laws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such units are entitled.

3. **Place of Meeting.** Meetings of the Unit Owner's Association shall be held at such suitable place as may be designated by the President and stated in the notice of meeting.

4. **Annual Meeting.** Meetings of the Unit Owner's Association shall be held on the first Tuesday of March of each year, or on such other date within a thirty (30) day period prior to or subsequent from such date.

5. **Special Meetings.**

(a) **Transfer of Control by Declarant.** After units representing seventy-five percent (75%) or more of the undivided interest in Common Area have been conveyed by Declarant, but in no event later than two (2) years after the formation of the Association by the recordation of the Declaration, the Declarant shall notify the Unit Owners thereof and shall call a special meeting of the Unit Owners. Notice of such meeting shall be given in accordance with the provisions of section 6 of this Article II.

(b) **Other Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Association or upon a petition signed and presented to the Clerk by Owners of two or more units. 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.

6. **Notice of Meeting.** It shall be the duty of the Clerk to send, by first class United States mail, a notice of each meeting, at least twenty-one (21) days in advance of any annual or special Association 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 such Owner's Unit 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 or Manager, if the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

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 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 Association 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 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 as the same may be amended from time to time.

9. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owners, until adjourned, if three (3) or more Unit Owners are present in person or by proxy at the beginning of such meeting.

10. 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) reports of committees;
- (f) unfinished business; and
- (g) new business any of which may be waived.

11. 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.

12. Powers and Duties. In addition to the general duties imposed by these By-Laws, the Unit Owners' Association 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 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, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium, including but not limited to trash collection, snow removal, and hydrant clearance from the Common Area, water, electrical, gas, telephone and any other necessary utility service for the Common Area.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules respecting the use of the Property and enforcing the provisions of the Declaration, these By-Laws and such Rules, 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 V of these By-Laws, and paying the premiums therefore and making, or contracting for the making of, repairs, additions, and improvements to, or alterations to the Property and repairs to and restoration of, the Property, in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty.

(g) Maintaining books of account showing the receipts and expenditures of the Unit Owners' Association.

(h) To do such other things and acts not inconsistent with the Condominium Act or with the Declaration.

(i) To terminate common privileges concerning the use of the Common Property including the termination of water and the use of the common and limited common areas. The Association shall have the power to terminate a Unit's common privileges and use of the Common Property, and cease supplying such Unit with any and all services normally supplied or paid for the Association. Said termination shall be pursuant to a vote of the persons entitled to cast seventy-five percent (75%) of the total votes of the Unit Owners' Association. All privileges

and services shall be restored upon payment of all assessments, collection charges and maintenance charges incurred by the Association to effect the cessation of services to the unit.

13. Managing Agent. The Association may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Association, to perform such duties and services as the Association shall authorize, including, but not limited to, the duties listed in section 1 of this Article III. The Association may delegate to the Manager all of the powers granted to the Association 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 Association. 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 penalty and without cause upon no more than ninety (90) days written notice. The Unit Owners' Association shall retain a Manager when requested to do so by Eligible Mortgage Holders or Eligible Insurers or Guarantors holding, insuring or guaranteeing mortgages on units which have at least fifty-one percent (51%) of the votes of the units subject to such mortgages and when a Manager has been so required, any decision to reestablish self management by the Unit Owners' Association shall require the prior consent of Owners of units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association are allocated and the approval of Eligible Mortgage Holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of the units subject to such mortgages.

14. Waiver of Notice. Before or within ten (10) days after any meeting of the Unit Owners' Association, any Owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. If all the Owners are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

15. Availability of Records. All Owners, mortgagees and to insurers or guarantors of any mortgage on a unit shall be entitled to current copies of the Declaration, By-Laws, other Rules concerning the Condominium and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a unit shall be entitled, within a reasonable time after written request to an audited financial statement for the immediately preceding fiscal year.

16. Licences and Easements. The Unit Owners' Association shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, by a vote of those persons entitled to cast seventy-five percent (75%) of the total votes of the Unit Owners' Association.

17. Conduct of Meetings. The President, or, in his absence, a president pro tem elected by the Association, shall preside over all meetings of the Association and the Clerk shall keep the

minutes of the meetings of the Association recording therein all resolutions adopted by the Association and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

18. Fidelity Bonds. The Association may require that all officers, agents and employees of the Unit Owners' Association or of any Manager handling or responsible for funds furnish adequate fidelity bonds. If required, the premiums on such bonds shall constitute a common expense.

19. Dispensing with Vote. Any action by the Association required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the 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 Association.

20. Liability of the Association. No Owner shall be liable to the other Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. It is intended that the members of the Association shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Association, unless made in bad faith or due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the members of the Association shall be limited to such proportion of the total liability thereunder as his unit's percentage of common interest bears to the total percentage of common interest of all units.

ARTICLE III OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Association. The Association may appoint assistants or such other officers as in its judgment may be necessary. 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 Association at the organization meeting of each new Association and shall hold office at the pleasure of the Association. Any vacancy in an office shall be filled by the 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 Association may be removed at any time by the affirmative vote of a majority of the whole Association, and his successor may be elected at any regular meeting of the Association, or any special meeting of the Association called for such purpose.

4. President. The President shall be the chief executive officer; he, or his designated alternate, shall preside at meetings of the Unit Owners' Association and 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 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 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 the Association and committees and shall perform such other duties as may be prescribed by the Association or President. 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 addresses. 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, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Association. He shall disburse funds as ordered by the Association, where possible taking proper vouchers for such disbursements, and shall render to the President and Association, at the regular meetings of the 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.

8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such, but shall be entitled to reimbursement for any out-of-pocket expenses.

ARTICLE IV OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of Condominium shall consist of the twelve (12) month period commencing 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 the organization and terminate

on December 31. The fiscal year herein established shall be subject to change by the Association.

(b) Preparation and Approval of Budget. Each year the 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 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 rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Association considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The 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.

(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 Association shall be assessed against the Owners of units which have been substantially completed by the Declarant and for which As-Built Floor Plans have been recorded as of January 1 of each fiscal year. Assessments shall be made against each Owner in proportion to the number of votes in the Unit Owners' Association appertaining to the Owner's unit, and shall be a lien against each Owner's Condominium unit when perfected in accordance with the Condominium Act. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Association, either be returned to the Owners in accordance with each Owner's votes in the Unit Owner's Association, be credited according to each Owner's votes in the Association 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, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The 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 subparagraph (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 nonpayment of any Owner's assessment, the reserves are inadequate, the Association may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association, and which may be payable in a lump sum or in installments as the Association may determine. The Association shall serve notice of any such further assessment on all Owners by a statement in

writing giving the amount and reasons therefor, 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. Until the Declarant no longer owns any unit in the Condominium, or until the Declarant transfers control of the Association, whichever event shall first occur, the Association may omit from the budget all allowances for contingencies and reserves.

(e) Working Capital Reserve. The Association shall establish a working capital fund equal to two (2) months' estimated Common Area charge for each unit. Each unit's contribution shall be collected at the time of conveyance of such unit by the Declarant, but not later than sixty (60) days after the conveyance of the first unit in the Condominium, whichever occurs first. The Declarant shall be entitled to reimbursement for any assessment contributed by the Declarant from a Unit Owner at the time of conveyance of such unit by the Declarant. The fund shall be maintained in a segregated account for the use and benefit of the Association of Owners.

(f) Initial Assessment. The Declarant 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 then current fiscal year. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this section. The Declarant may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium unit from the Declarant.

(g) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the 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 Association pursuant to the provisions of section 1 of this Article IV. 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 a successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amount paid by the purchaser

therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Association 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. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium unit obtains title to the Condominium unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the first mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee 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 pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such mortgagee pursuant to the aforesaid remedies shall be collectible from all Owners, including the first mortgagee in proportion to its respective votes in the Unit Owners' Association.

3. Collection of Assessments. The 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. The Association may exercise all remedies available under N.H. RSA 356-B (or any successor statute) or other statutory or common law, including, but not limited to, filing of liens, suits for collection, and, pursuant to N.H. RSA 356-B:46-a, rent collection.

4. Maintenance and Repair.

(a) By the Condominium Unit Owners' Association. Except as otherwise provided in section 4(b) below, the Association 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 expenses shall be charged to such Owner) of all the Common Area, whether located inside or outside of the units, the costs of which shall be charged to all Owners as a Common Expense, including, but not limited to, repair, reconstruction and snow removal from all roads on the Property and the emergency access drive serving the Property. Notwithstanding the foregoing, each Unit Owner shall be responsible for the maintenance, repair and replacement of all Limited Common Area assigned to the Owner's Unit, or improvements located upon such Limited Common Area, as provided in subparagraph (b), below.

(b) By the Owner. Each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his unit, all structures constructed within the unit boundaries, and any part thereof. Each Owner shall be responsible for performing all repairs and 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, at

his own expense. Each Owner shall keep his unit, and all improvements thereon, in good order and condition, and shall do all redecorating, painting and refinishing 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 in this 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 Association any defects or need for repairs for which the 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 replacements that are the responsibility of the Association shall be determined by the Association.

5. Additions, Alterations or Improvements by Association. Whenever the Common Area shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by Owners having a majority of the percentage of common interest, the 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 eighty percent (80%) of the members of the Association such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of an Owner of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Association.

6. Additions, Alterations or Improvements by Owners. 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, or place any structures (such as sheds or fencing) on the Limited Common Area appurtenant to the Unit, without the prior written consent thereto of the Association. The Association shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement of such external change within thirty (30) days after such request, and the failure to do so within the stipulated time shall constitute a consent by the Association to the proposed addition, alteration or improvement or change. Any such approval shall require the vote of the owners of two (2) other Units in the Condominium, not including the Owner of the Unit making the request. The provision of this section 6 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. To assist the Condominium in providing for congenial occupancy, and the protection of the value of the units, it is necessary that the Association (by vote of the Owners of two (2) units) 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 Association 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, posters or exterior signage of any kind shall be posted in or on the Property except as authorized by the Association, which authorization shall not be unreasonably withheld. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the units.

(b) No clotheslines, clothing, laundry, rugs or wash shall be hung from or spread upon any window or exterior portion of a Unit or in or upon any Common Area or Limited Common Area. All refuse and trash shall be placed in locations specifically designated by the Association, and no garbage or trash shall be permitted to remain in public view. All outdoor cooking grills may be maintained by Unit Owners in compliance with the City of Manchester's Ordinances but shall not be kept on any Common Areas (excluding Limited Common Area).

(c) No fur bearing animal, other than common household pets with the consent of the Association, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Other pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Owner of a Unit where a pet is kept or maintained shall be reasonable and may be assessed by the 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 Association for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Association harmless against such loss or liability resulting from said pet. The Association shall be authorized to prohibit or cause the removal of any pet which is a nuisance to others. Each Owner shall promptly clean all Common or Limited Common Area soiled by a pet, and shall dispose of all pet waste in a sanitary manner.

(d) Owners, tenants and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others.

(e) No nuisances 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. The terms "nuisances", "annoyance", "peaceful possession" and "proper use" shall be as defined by the Association.

(f) 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 a building except as presently installed or as authorized by the Association.

(g) No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.

(h) 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 or these By-Laws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association.

(i) No one shall place or cause to be placed in any Common Area, driveway, parking area, walkway or other Common Area 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). This paragraph shall not be deemed to restrict the right of Unit Owners to place furniture intended for outside use on Limited Common Area appurtenant to the Owner's Unit.

(j) The parking and storage of automobiles or trucks, except upon designated paved areas, is prohibited. Automobiles shall not be parked on the streets, except for temporary guest parking.. The garages must maintain enough inside space to allow for automobile parking.

(k) No more than one (1) recreational vehicle, including, but not limited to boats, boat trailers and campers, shall be permitted per Unit, except as authorized in writing by the Association.

(l) No parking (except for interior garage parking) or use of snowmobiles or other motorized all terrain vehicles shall be allowed, except as authorized in writing by the Association.

(m) No tents and no temporary or accessory building shall be erected without the prior written consent of the Association.

(n) The Units shall be used solely for residential purposes however an Owner, tenant or guest may use the Unit for home occupation if in compliance with the Manchester Zoning Ordinance and no sign is installed or erected.

(o) 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 Association. No waste shall be committed in the Common Area.

(p) In the use of the units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations

affecting the same and all applicable Rules adopted by the Association, to the extent applicable. The 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.

8. Right to Access. An Owner shall grant a right of access to his unit to the Association and to any other person authorized by the Association for the purpose of making inspections or for the purpose of correcting any conditions originating in his unit and threatening another unit or Common Area, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the 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 Association to each Owner prior to the time when the same shall become effective.

ARTICLE V

INSURANCE

1. **Insurance Required.** The Board of Directors 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 or which are a part of the Condominium Common Area; (ii) a master liability policy covering the Association, the Board, the Manager, and agents or employees of the foregoing with respect to the Condominium, and all owners and other persons entitled to occupy any portion of the Condominium; 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 common area 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 common area buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000) 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 Board as Manager 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(ii) 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 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) Fidelity Bond Coverage.

(e) 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 Section I (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Section I 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 resides with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control"; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' written notice to all of the insured thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any other insurance clause; and (vii) shall

provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor. canceled for non-payment of premiums.

(c) The Board may name as an insured, on behalf of the Owners' Association, the Owners' Associations' authorized representative, including any Manager with whom such Owners' Association may enter into any Insurance Trust Agreement or any successor to such Manager, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance.

(d) Each Unit Owner hereby appoints the Board, or the Owners' Association, or any Insurance Manager designated by the Board or the Owners' Association, as attorney-in-fact for the purpose of purchasing and maintaining any insurance policy required by the Declaration or to be purchased pursuant to vote of the Owners' Association, including; the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; the performance of all acts necessary to accomplish such purpose. The Board, Owners' Association, or Manager must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit owners and their first mortgages as their interest may appear.

3. Individual Policies. Any Owner shall and any mortgagee may obtain at his own expense additional insurance in compliance with the Declaration to insure the entire Unit for fire and hazard and property damage (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 Board of Directors, a policy to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expenses, 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 Board pursuant to Section 1 (a) above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, 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 Secretary of 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 Board.

(c) Each owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of Five Thousand Dollars (\$5,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any such improvements.

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

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

ARTICLE VI REPAIR AND RECONSTRUCTION AFTER FIRE, CONDEMNATION OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of the Declaration, in the event of damage to or destruction of all or any of the buildings in the Condominium as a result of fire or other casualty or by condemnation, the 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 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 cost may also include professional fees and premiums for such bonds as the Association determines to be necessary.

(b) In the event of an insurance loss where the Association's deductible is

expected from any loss settlement, the Association shall assess the full deductible against the Owners and/or Units for which the insurance claim was processed, or prorated, in a manner to be determined by the Association, and assessed against multiple units if affecting more than one Unit.

(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. This subparagraph (c) may not be waived or amended by the Unit Owners without the written approval of Eligible Mortgage Holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to mortgages held by the Eligible Mortgage Holders.

(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.

(e) Owners who have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Association, said deductible within 30 days of the billing invoice or notice, or upon the Association's discretion, any such deductible contribution from the Owner may be deducted from any insurance proceeds payments made by the insurer and/or the Association to the Owner. If allowed, the Owners may seek reimbursement of any such payments from their individual Unit insurance policies.

3. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.

(b) The construction fund shall be paid by the 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 and repair by the 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 cost 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 first to the cost of repairing the Common Area and the balance to the cost of repairing the units.

ARTICLE VII SALES, LEASES AND ALIENATION OF UNITS

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

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise his unit unless and until he (or his personal representative) shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by the Association with respect to this unit, except as provided in section 2 of Article V, and shall have satisfied all unpaid liens with respect to his unit, except mortgages. The 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 certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's unit and the amount if any, then outstanding. In the event that the unit is subject to outstanding expenses previously levied against such unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners' Association to prevent the disposition. Failure or refusal to furnish such a statement within seven (7) days of receipt of such request by the Association, shall make the above-mentioned prohibition inapplicable to any such disposition of the unit. Any such statement shall be binding on the 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.

ARTICLE VIII AMENDMENT TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either:

- (a) by a vote of seventy-five percent (75%) or more of the percentage common

interest owned by the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting; or

(b) pursuant to a written instrument duly executed by Owners holding at least seventy-five percent (75%) or more of the percentage common interest; provided, however, that:

(i) 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

(ii) this section 1 of Article VIII, 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 shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

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 of these By-Laws or the Declaration and no amendment or modification of these By-Laws or the Declaration which establish, provide for, govern or regulate any of the following matters:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Areas;

- (f) Responsibility for maintenance and repair of the units, Common Area or Limited Common Area;
- (g) Contraction of the project or the withdrawal of property to or from the project;
- (h) Boundaries of any unit;
- (i) The interests in the general or Limited Common Areas;
- (j) Convertibility of units into Common Areas or of Common Areas into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her unit; and
- (m) Any provisions for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on units.

No such amendments shall be effective or valid without the written consent or approval of mortgagees holding mortgages on units which have at least fifty-one percent (51%) of the votes of units which are subject to mortgages; provided, however, that a mortgage holder who receives a written request to approve modifications or amendments who does not deliver or post a negative response within thirty (30) days of mailing of the request shall be deemed to have approved such request.

ARTICLE IX MORTGAGES

1. Notice to Association. An Owner who mortgages his Condominium unit shall notify the Association of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Secretary. The Secretary shall maintain suitable records pertaining to such mortgages.

2. Notice of Action. Upon written request to the Unit Owners' Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured, or guaranteed by

such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which under the Declaration, these By-Laws or the Condominium Act, requires the consent of a specified percentage of mortgage holders.

3. Notice of Default. The 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 mortgagee covering such unit whose name and address has theretofore been furnished to the 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 Association shall notify:

(a) the mortgagee of a unit whenever damage to the unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Association is made aware of such damage; and

(b) 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.

ARTICLE X 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:

(a) if to an Owner, at the address of his unit and at such other address as the Owner may have designated by notice in writing to the Clerk; or

(b) if to the Unit Owners' Association the principal office of the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

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

ARTICLE XI COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the Rules shall be grounds for relief which may include without limiting the same, 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, or, if appropriate, by the aggrieved Owner. Nothing contained herein shall be deemed to limit the right of any Owner to commence legal proceedings against the Unit Owners' Association for any violation of the Declaration of these By-Laws.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in 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 prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Unit Owners' Association or of any Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws or the Rules shall not constitute a waiver of the right of the Association 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 privileges 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 any Owner which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, 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 Fifteen Dollars (\$15.00).

(f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Association, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Association the right, in addition to any other rights set forth in these By-Laws:

(i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning or provisions hereof, and the Association shall not thereby be deemed guilty in any manner of trespass;

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or

(iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total regular assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a lien levied against the unit of such Owner as provided in the Condominium Act, which lien shall, with respect to regular assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of the next 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 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 Association.

(c) The lien for assessments shall include costs and attorneys' fees as provided for in section 1 of this Article and the lien contribution may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Unit Owners' 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) 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 XII

RESALE BY PURCHASER

1. The Purchaser(s) has/have the right, pursuant to RSA 356-B: 58, to obtain from the Condominium Unit Owner's Association within ten (10) days of written request thereto, the following information:

- (a) pursuant to RSA 356-B: 46 (VIII), a recordable statement setting forth the amount of unpaid assessments currently levied against this unit;
- (b) pursuant to RSA 356-B: 47a recordable statement certifying to any waiver of, or failure or refusal to the exercise of any rights of first refusal or restraints on free alienability of this condominium unit, in all cases where such waiver, failure or refusal does in fact exist;
- (c) a statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years;
- (d) a statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors;
- (e) a copy of the income statement and balance sheet of the unit owners' association

for the last fiscal year for which such statement is available;

- (f) a statement of the status of any pending suits or judgments in which the unit owners' association is a party defendant;
- (g) a statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner;
- (h) a statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments;
- (i) a copy of the condominium declaration, by-laws, and any formal rules of association; and
- (j) a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

2. The principal officer of the Unit Owners' Association shall furnish the statements prescribed by this Article upon the written request of any prospective Unit owner within ten (10) days of the receipt of such request.

3. In the event of any resale of a Condominium Unit by any person other than the Declarant, the new Unit Owner shall notify the Secretary of his name and address and shall file a conformed copy of the deed with the Secretary within two (2) days of the recording of the deed.

ARTICLE XIII 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 number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

ARTICLE XIV

DECLARANT CONTROL

1. Notwithstanding anything to the contrary contained herein these Bylaws, these Bylaws shall be subject to the terms of Article 12 of the Declaration regarding Declarant control, and where any term conflicts, the terms in Article 12 shall be controlling.

IN WITNESS WHEREOF, Declarant, R. W. Larken Homes, LLC a New Hampshire limited liability company, has caused these By-Laws to be executed by _____, its duly authorized _____ this _____ day of _____, 2006.

R. W. LARKEN HOMES, LLC

Witness

By: _____
Robert Lariviere
its duly authorized Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Robert Lariviere, the duly authorized Manaer of R. W. Larken Homes, LLC, a New Hampshire corporation, for and on behalf of said limited liability company.

Name:
State of New Hampshire
Justice of the Peace/Notary Public
My commission expires:

/seal/