PINEWOOD VILLAGE CONDOMINIUM

AND PINEWOOD VILLAGE UNIT OWNERS' ASSOCIATION

GREEN BOOK

Includes:

Declaration of Condominium

Bylaws (Appendix D)

Description of Land (Appendix A)

Rules and Regulations (Appendix E)

Unit locations (Appendix C)

Appendix B (Replaced by Appendix D)

Revised Procedure on New Construction Renovation

Annual Procedure for Updating Unit Drawing

Fifteenth Amendment

Edition of October 22, 2024, inclusive of changes effected by the Association from its formation on November 7, 1977

PINEWOOD VILLAGE UNIT OWNERS' ASSOCIATION

PROLOGUE TO THE GREEN BOOK

This "Green Book" includes the "Declaration of Condominium," the "Bylaws" and the "Rules and Regulations." They are meant to provide interested parties with the latest provisions that govern the individual and collective behavior of owners and residents of Pinewood Village. They are a compilation of the original Declaration of Condominium and Bylaws along with twelve amendments that have been recorded at the Grafton County Registry of Deeds detailed in the table below. Also included are the Rules and Regulations in their most recent form. These three documents constitute the only official and enforceable instruments of Pinewood Village Unit Owners Association and the property over which it exerts its governance, The Pinewood Village Condominium. The Pinewood Village Unit Owners Association disclaims any inaccuracies or discrepancies with respect to these documents and those on file at the Grafton County Registry of Deeds.

The Board of Directors has decided to leave unchanged the grammatical "tense" used in the original documents in order to preserve their historical accuracy.

The Board is responsible for operation and administration of the condominium in accordance with the Condominium Act and the Declaration and Bylaws.

The tradition of not showing all deleted wording after amendments were passed was established for purposes of readability. While the intention to include all the continuing provisions for our governance is carefully pursued, the possibility of error exists, and so legal disputes require a return to the original provisions and amendments.

In his or her self-interest, each Unit Owner should become familiar with the "Green Book" and never hesitate to bring to the Board's attention any matter that seemingly ought to be changed. This is our "constitution" and our rules, and they are dynamic works in progress that shouldn't be allowed to gather dust.

Table of documents filed with Grafton County Registry of Deeds relating to the Pinewood Village Condominium:

Document	Recording date	Registry of Deeds Book/Page
Original Declaration	11/7/1977	1323/698
First Amendment	12/2/77	1328/384
Second Amendment	11/19/79	1388/435
Third Amendment	10/3/88	1785/251
Fourth Amendment	10/2/89	1838/34
Fifth Amendment	8/15/05	3185/151
Sixth Amendment	7/26/08	3533/0861
Seventh Amendment	11/24/09	3663/0494
Eighth Amendment	10/21/10	3743/130
Ninth Amendment	06/30/11	3803/160
Tenth Amendment	11/13/12	3931/974
Eleventh Amendment	02/06/15	4109/814
Twelfth Amendment	09/06/16	4232/243
Thirteenth Amendment	01/18/18	4335/621
Fourteenth Amendment	7/15/22	4743/731
Fifteenth Amendment	10/22/2024 (Approved)	TBD

This document represents a compilation of the original Declaration and Bylaws and the fifteen amendments that have been recorded at the Grafton County Registry of Deeds and constitute the only official and enforceable documents of the Pinewood Village Unit Owners Association. This also includes the "Rules and Regulations" that are not filed with the Registry of Deeds. The Pinewood Village Unit Owners Association disclaims any inaccuracies or discrepancies with respect to these documents and those on file at the Grafton County Registry of Deeds.

Declaration and Bylaws

Brief Meaning of Terms Used in these Instruments

Terms	Meaning
Condominium Declaration	Chapter 356-B of the Revised Statutes Annotated [RSA] of the State of New Hampshire
Unit Description	A building or part of a building designed as a dwelling for a single family.
Common Areas/Facilities	Land/facilities and improvements owned jointly by all Unit Owners [officially defined in section V]
Limited Common Area	Part of the Common Area that is designated for the exclusive use of a single Unit Owner
Unit Owner	Person, persons or other legal entity holding title to a unit #
Condominium	The entire complex of units including land and buildings. [Another sense of the word, not used in these instruments, is an individual unit in such a complex.]
Single family	Any number of persons related by blood or marriage, or three unrelated persons [section VIII]
Developer	Edward P. Sutherland d/b/a Sutherland Associates, former owner of the land now part of our Common Area
Association	Pinewood Village Unit Owners Association [section XII]
Board of Directors [also "the Board"]	The group of Unit Owners elected by the entire membership to oversee and conduct the business of the Condominium [Declarations XIII and Bylaws Article IV]
Assessments	Money owed to the Association by the Unit Owners
Managing Agent	Person or firm hired by the Board for management services.
Insurance Trustee	An individual appointed to manage the proceeds of any major insurance claim.
Declarant	Edward P. Sutherland d/b/a Sutherland Associates

DECLARATION

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THIS DECLARATION OF CONDOMINIUM is hereby made this 7th day of November 1977, by Edward P. Sutherland d/b/a Sutherland Associates, a private business with a place of business in West Lebanon, New Hampshire, for itself, its successors, grantees and assigns.

I. PURPOSE

1.1 Edward P. Sutherland is the sole owner of land and improvements constructed and to be constructed on said land all of which is described hereafter in this instrument. The purpose of this Declaration of Condominium shall be to submit said land and improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 356-B of the Revised Statutes Annotated of the State of New Hampshire known as the "Condominium Act."

1.2 Edward P. Sutherland hereby submits the said land and improvements to the condominium form of ownership pursuant to said Condominium Act and hereby declares that said land and improvements shall hereafter be subject to and have the benefits of all of the rights, benefits, easements, provisions, appurtenances, obligations, restrictions, conditions, limitations and uses of said Condominium Act and this instrument.

II. IDENTIFICATION

2.1 The name by which this Condominium shall be identified shall be Pinewood Village Condominium, and is located on Oak Ridge Road, West Lebanon, Grafton County, New Hampshire.

III. LAND

3.1 A description of the land hereby submitted to the condominium form of ownership and upon which the building and improvements are or are to be located is set forth in Appendix A hereof, which is made a part hereof and incorporated by reference herein.

IV. UNIT DESCRIPTIONS

4.1 356-B: 12 Construction of Condominium Instruments. Each unit shall include that part of the building and the air space enclosed within the boundaries of that unit, which boundaries are described as follows:

(a) The upper boundary shall be the plane of the interior faces of the roof rafters of the unit, or, if a ceiling or ceiling structure has been applied to the rafters prior to initial sale of the unit, the unfinished interior surface of such ceiling or ceiling structure. To the extent that walls, floors, and/or ceilings are designated as the boundaries of the units or of any particular units without further specification, all doors and windows therein, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such units, while all other portions of such walls, floors, and/or ceilings shall be deemed a part of the common area as defined in RSA 356-B:3.

(b) If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common area shall be deemed a part of the common area.

(c) Subject to the provisions of paragraph III of this section, all space, interior partitions, and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit.

(d) Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and any other apparatus designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a limited common area appertaining to that unit exclusively.

(e) The lower boundary shall be the plane for the unfinished upper surface of the basement floor.

4.2. Section 356-B: 30 Alterations Within Units.

(a) Except to the extent prohibited by the condominium instruments, and subject to any restrictions and limitations specified therein, any unit owner may make any improvements or alterations within his unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the condominium. But no unit owner shall do anything that would change the exterior appearance of his unit or of any other portion of the condominium except to such extent and subject to such conditions as the condominium instruments may specify.

(c) The vertical boundaries shall be the plane of the unfinished interior surface of the exterior building walls bounding the unit and the plane of the unfinished interior surface walls of any wall adjoining another unit.

(d) The unit shall also include to the interior unfinished surface of all windows, window frames, doors and door frames and trim; but

(e) Excluding and excepting any common area, element or facility contained within said description such as structural walls, etc.

V. DESCRIPTION OF COMMON AREAS

5.1 The Common Area includes all of the property except those portions of the property comprising the units (exclusive of their appurtenant undivided interest). See Appendices A & C.

5.2 Specifically included in the Common Areas and common facilities but without limitation on the general description of paragraph 5.1 are the following:

(a) All of the land described in Appendices A & C hereof including the land on which any and all buildings and other structures are located.

(b) All easements, rights of way, rights, licenses or interests in land appurtenant to the land described in Appendices A & C hereof.

(c) All sidewalks, paths, parking areas, shrubs, trees, and other vegetation on the land described in Appendices A & C.

(d) All portions of all of the buildings on the land described in Appendix C, exclusive of the area within the boundaries of units; including, without limitation, the foundations, columns, girders, beams, supports, main and bearing walls, and roofs.

(e) All installations of any kind or nature and interests, easements, licenses or rights in such installations for electricity, water, television, cable, and sewerage disposal to the boundaries of each unit and within each unit if more than one unit is served by such installation; and

(f) All other facilities outside the boundaries of the units.

VI. DESCRIPTION OF LIMITED COMMON AREAS

6.1. Each unit shall have a Limited Common Area associated with it for the exclusive use of that Unit Owner and his or her invited guest(s). This area shall be directly to the rear of each unit and extend for a depth of 25 feet or to the condominium property line, whichever shall be less. The side boundaries shall be considered to be an extension of the end walls of the single units, or the end walls and a line perpendicular to the rear wall and starting at the common point of ownership in a duplex unit.

6.2. All shutters, awnings, window boxes, doorsteps, porches, balconies, patios and any other structure or apparatus designed to serve a single unit but located outside the boundary thereof shall be deemed to be Limited Common Area pertaining to that unit exclusively. As to porches, doorsteps, and railings - those located in the front of a unit shall be considered Common Area, while those located in the rear or on the sides of any unit shall be considered Limited Common Area.

6.3. All flowerbeds, trees, shrubs, and other plantings planted by a Unit Owner and that are located on or within any portion of the Limited Common Area shall be deemed Limited Common Area pertaining to that unit exclusively.

6.4. Appendix B of the Declaration is for the purpose of formalizing changes by the Association, or any Unit Owner to the Limited Common Area appurtenant thereto. At the end of the Association's fiscal year, the Board shall file with the Grafton County Registry of Deeds an amendment to Appendix B describing each new or renovated structure in the Limited Common

Area added during the preceding twelve (12) month period, delineating or setting forth the following:

(a) A reference to all site plans showing new or renovated Limited Common Areas.

(b) The unit number to which the Limited Common Area is appurtenant.

VII. ALLOCATION OF INTEREST IN COMMON AREA

7.1 Each unit shall have an equal undivided interest in the common areas.

VIII. PURPOSE AND RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

8.1. The purpose of the buildings, each of the units and the entire condominium property is to provide housing for owner-occupied single-family residential use and is to prohibit ownership of a unit primarily for commercial purposes, including, but not limited to, ownership of a unit for lease or rent by a leasing company, a rental company, an LLC whose purpose is the rental of residential units or any other commercial renting company. Single family is defined as any number of persons related by blood or by marriage, or not more than three non-related persons, by blood or by marriage. Said residential use is subject to the following restrictions on use and occupation:

(a) All restrictions or prohibitions contained in RSA 356-B.

(b) All restrictions or prohibitions applicable to residence in said condominium units set forth in other statutes of the State of New Hampshire, or in rules, regulations or ordinances of the State of New Hampshire or a political subdivision thereof.

(c) All restrictions or prohibitions set forth in this Declaration, the Bylaws attached hereto, or such Condominium Rules and Regulations as may be adopted by the Association.

(d) Each unit shall be restricted to residential use by the owner or owners thereof, their lessees, their immediate families, guests, and invitees. No owner or owners of any Unit shall permit use of the Unit for transient, hotel or commercial purposes. Notwithstanding the foregoing and subject to the restrictions set forth herein, commencing two (2) years after an owner has acquired title to a Unit, an owner may rent a Unit up to two times per year for a minimum rental period of three (3) month's each during any calendar year. The owner and renters must provide the Association and the Managing Agent with a copy of the lease or rental contract, together with the leases or renter's contact information and acceptable proof of each lessee's or renter's age. The restriction set forth herein shall not apply to current uses by an owner while such owner holds title to such Unit. The minimum period for rental shall be three months. Exceptions to the two-year delay in rentals following purchase and the age restriction may be made by the board following a discussion at a regularly scheduled board meeting with a vote at the next regularly

scheduled board meeting or by special meeting. Exceptions must be reviewed and renewed annually, or they expire.

(e) The Common Area shall not be used in a manner that is inconsistent with the residential character of the property. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area; and nothing shall be stored in the Common Area without the prior written consent of the Board of Directors of the Association. Nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the said Board.

(f) No noxious or offensive use shall be made of any part of the property, and nothing shall be done herein which shall or will become an annoyance or nuisance to the other owners. No use shall be made of any part of the property which will constitute a fire hazard, or which will result in the cancellation of insurance on any part of the property, or which shall be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the property that shall increase the rate of insurance on the Common Area without prior written consent of the Board.

(g) No signs (except as provided in subparagraph (h) hereof), clotheslines, television antennas, refuse, loose clothing or similar material or equipment shall be hung, posted, or otherwise placed to be within the public view or within the view of other Unit Owners, without the prior written consent of the Board.

(h) Until the Developer has completed and sold all the units, neither the Unit Owners, the Association, nor their use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the Common Areas and unsold units as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

(i) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats, or other household pets may be kept in units, subject to more specific restrictions and requirements the Rules and Regulations adopted by the Board of Directors.

(j) The Board of Directors shall be empowered to adopt and amend, from time to time, Condominium Rules and Regulations concerning use of the Common Areas and various parts thereof, which Rules and Regulations shall be furnished in writing to all Unit Owners, and which Rules and Regulations shall not be violated.

(k) None of the rights and obligations of the Unit Owners created herein, or in any deed conveying a unit from the Developer to a purchaser thereof shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the

maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful conduct of said Unit Owner.

IX. PERSON TO RECEIVE SERVICE

9.1 Until such time as the Developer transfers the right and responsibility to elect a Board of Directors to the Unit Owners as provided by the Bylaws, the name and address of the person for service of process in matters pertaining to the condominium property is: The Assistant Attorney General, Consumer Affairs Division, Concord, New Hampshire.

9.2 Thereafter, the person to receive service of process shall be the President or Treasurer of the Pinewood Village Unit Owners Association, Lebanon, New Hampshire, or any other officer of the Association or member of the Board of Directors.

X. VOTE REQUIREMENTS IN THE EVENT OF PARTIAL OR TOTAL DAMAGE OR DESTRUCTION

10.1 Partial Damage or Destruction. "Partial damage or destruction" shall mean damage to the extent of 75% or less of the total replacement cost of the common area (exclusive of land value). If the premises suffer partial damage or destruction, all Unit Owners shall be deemed to have voted to repair and restore the property unless within thirty (30) days of the said loss 80% by voting rights of the Unit Owners vote not to repair or restore the property and to proceed to partition under RSA 356-B: 34.

10.2 Total Damage or Destruction. "Total damage or destruction" shall mean damage to the extent of more than 75% of the total replacement cost of the common area (exclusive of land value). If the premises suffer total damage or destruction, the property shall not be subject to partition under RSA 356-B: 34 unless within sixty (60) days of the date of the determination of the extent of loss by the insurer providing coverage on the common property the Unit Owners vote not to repair or restore the property by a vote of 80% of voting rights.

10.3 Authorization. The Board of Directors shall be hereby authorized to arrange for the prompt repair and restoration of the premises except as prohibited by a vote under paragraphs 10.1 or 10.2 or to file a petition for partition as required by vote under paragraphs 10.1 or 10.2.

XI. MAINTENANCE AND ALTERATION

11.1 Common Areas and Limited Common areas:

(a) The maintenance, repair, replacement, and operation of the Common Areas shall be the responsibility and expense of the Association.

(b) The maintenance, repair, and replacement of the Limited Common Areas shall be the responsibility and expense of the Unit Owner who owns the unit that has

the use and benefit of such Limited Common Area. Provided, however, that the Association shall be responsible for fertilizing and mowing, and for the general care and maintenance of the lawn within any Limited Common Area.

11.2 Entry for repairs. The Association shall have the irrevocable right to be reasonably exercised by the Board or its agents to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom and in order to perform any repair, maintenance or construction for which the Association is responsible and shall have the irrevocable right to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the property. Such entry shall be made with as little inconvenience to the owner as practicable, and any damage caused thereby or expense in connection therewith shall be repaired or satisfied by the Board out of the common expense fund unless such emergency repairs are necessitated by the negligence of one or more Unit Owners in which case the negligent Unit Owner shall bear the expense of such repairs.

11.3 Units. Each Unit Owner shall at his or her own expense keep his or her unit and the Limited Common Area appurtenant thereto in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing that may at any time be necessary to maintain the good appearance and condition of the unit. In addition to redecorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair and/or replacement of any bathroom and kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment or lighting fixtures, skylights, and other property that are not Common Area, and are located within or adjacent to the unit. Each Unit Owner shall notify the Board or its agent of any damage to or malfunction of any pipe, wire, or other utility installation that is Common Area within his unit. No Unit Owner shall permit any repair or other work in his or her unit or in the Limited Common Area appurtenant to his or her unit, by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and worker's compensation insurance in form and amount that are satisfactory to the Board. Furthermore, such repair or other work shall be performed in compliance with all governmental laws, ordinances, rules and regulations.

11.4 Alterations and Improvements. After the completion of the improvements included in the Common Areas (being all Common Areas other than the structural portion of the buildings) that are contemplated by this Declaration, there shall be no alteration or further improvement of real property constituting the common elements without prior approval in writing or by vote of the Owners of not less than two-thirds of the voting rights, except as provided in paragraph 11.5 hereof, but any such alteration or improvement shall not interfere with the rights of any Unit Owner.

11.5 Prohibition Against Structural Changes. Except as elsewhere provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a unit or unit building that are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything that would jeopardize the safety or soundness of the unit building or impair any easement without first obtaining approval in writing of Unit Owners of all units in the building in which such work is to be done and the approval of the Board. A copy of

plans for all such work prepared by an architect or professional registered engineer licensed in this state may be required to be submitted to and approved by the Board prior to the start of the work.

11.6 Construction, repair, or alteration of Limited Common Area. A Unit Owner may construct (or make alterations to) improvements that meet the definition of Limited Common Area under section VI, 6.1 on the following terms and conditions:

(a) Subsequent to January 1, 2011, the Unit Owner shall submit a site plan, floor plan, and such other plans as may be required, prepared by an architect, professional engineer, or other professional acceptable to the Board delineating the scope and dimensions of the improvement(s) contemplated or proposed by the Unit Owner. The site and/or floor plans shall comply with the Condominium Act, shall be certified by a registered land surveyor and/or architect in compliance with the N.H. Condominium Act, RSA 356-B: 20.

(b) Execution of an agreement between the Unit Owner and the Association requiring the Unit Owner to bear the responsibility for all costs of construction, maintenance, repair and replacement of the improvement, as well as all costs to the Association for recording fees, professional fees and other expenses related to such improvement.

(c) Such additional terms as the Board may reasonably require.

XII. ASSESSMENTS

12.1 Pinewood Village Condominium Assessments. Each Unit Owner shall be subject to assessments as follows:

(a) The annual assessments against Unit Owners for common expenses shall be made pursuant to the Bylaws and shall be allocated to each Unit Owner equally.

(b) In addition to the annual assessments, the Association may, subject to the provisions of paragraph 11.4, levy, in any assessment year, a special assessment payable over a period not to exceed five years for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the common elements. Such an assessment shall be effective after ratification pursuant to the same procedures for ratification of a budget set forth in the By-Laws or as otherwise provided by RSA 356-B: 40-c.

(c) Assessments and installments thereon paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of one percent per month compounded, from the date when due until paid. All payments upon

account shall be first applied to interest and then to the assessment payment first due.

(d) The lien for unpaid assessments provided by RSA 356-B: 46 shall secure payment of unpaid assessments and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

XIII. ASSOCIATION

13.1 Association of Unit Owners. The operation of the condominium shall be by Pinewood Village Unit Owners Association herein called the Association, and shall fulfill its functions pursuant to the following provisions:

(a) The name of the Association shall be "Pinewood Village Unit Owners Association."

(b) The Association shall have all the powers and duties as set forth in The Condominium Act except as limited by this Declaration and Bylaws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and Bylaws and as they may be amended from time to time.

(c) Membership in the Association.

(1) Qualification. The members of the Association shall consist of all the recorded owners of the units.

(2) Change of Membership. Change of membership in the Association shall be established by recording in the Registry of Deeds for Grafton County, State of New Hampshire, a deed establishing record title to a unit in the Condominium. The Owner designated by such deed shall thereby become a member of the Association. At such time, the membership of the prior owner shall be thereby terminated.

(3) Voting rights. A member of the Association shall be entitled to cast one vote on behalf of each of his or her unit. If there is more than one recorded owner of an individual unit, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act in accordance with agreement of a majority in interest of them in order to cast the votes to which they are entitled. The Developer shall be entitled to vote with respect to any unit owned by the Developer.

(4) Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her unit.

(d) Board of Directors. The affairs of the Association shall be conducted by a Board of at least three (3) directors who shall be designated in the manner provided in the Bylaws.

(1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not the person shall be a director or officer at such time the expenses are incurred, except in such cases wherein the director officer shall be adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

(e) Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

(f) Bylaws. The Bylaws of the Association shall be attached hereto as Appendix D.

(g) Property and Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration of Condominium and the Bylaws.

XIV. INSURANCE

14.1 Types of Insurance. The Board of Directors shall obtain and always maintain insurance of the type and kind and in at least the amounts set forth as follows:

(a) When any policy of insurance has been obtained by or on behalf of the Unit Owners' 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 officer required to send notices of meetings of the Unit Owners' Association. Such notices shall be sent in accordance with [the provisions of the last sentence of RSA 356-B: 37] RSA 356-B: 37-a.

(b) Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the buildings containing the units, and also the garages,

and all other insurable improvements forming part of the Common Area and Limited Common Areas, in behalf of the Unit Owners and the mortgagees, as their respective interests may appear and payable to the Board of Directors for the Unit Owners, in an amount equal to the full replacement value excluding foundation and excavation of said completed units, Common Area and Limited Common Area.

(c) 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 Seven Hundred Fifty thousand Dollars ($750,000) for bodily injury and property damage per occurrence, insuring each member of the Board and the Unit Owners, agents, and employees, and with cross liability insurance coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his/her own unit.

(d) Workmen's Compensation Insurance as required by law.

(e) Such other insurance as the Board may determine.

14.2 Standards for Insurance. The Board of Directors in purchasing insurance shall comply with the following:

(a) All policies shall be written with a company licensed to do business in the State of New Hampshire.

(b) Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a common expense.

(c) Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.

(d) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be subject to contribution from any insurance policy purchased by an individual owner.

(e) The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Managing Agent (if any), the Unit Owners and their respective servants, agents, and guests.

(2) The master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual owners.

(3) The master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Managing Agent without a prior demand in writing that the Board of Directors or managing agent cures the defect within thirty-(30) days.

(f) The Board of Directors shall review the insurance annually and increase the replacement cost insurance to reflect all improvements and increased costs of replacement. The annual insurance review that the Board of Directors is required to conduct shall include an appraisal of the improvement in the condominium by a representative of the insurance agent writing the master policy.

14.3 Individual Insurance. Individual Unit Owners shall be required to obtain insurance in accordance with the following:

(a) Each Unit Owner shall be required to purchase and keep in effect, a condominium Unit Owner's insurance policy with coverage for property damage, liability and other losses in an amount, which at a minimum exceeds the deductible limit of the Association's master insurance policy. In the event of any loss which relates in part to insurable portions of a unit, or units, and/or in part to the Common Area, the Board of Directors shall apportion the deductible amount directly proportional to the amount of such loss related to such unit or units, and/or the amount of the loss related to the Common Areas. If such loss is solely to a unit or units, the deductible amount shall be borne solely by the Unit Owner or Unit Owners thereof.

(b) In the event a Unit Owner fails to purchase or keep in effect such a policy, and in the event the Association pays for all or a portion of such loss due to the deductible on its policy, the Unit Owner who has failed to purchase or maintain such coverage shall reimburse the Association for all amounts expended by the Association up to the amount of the Association's deductible. In the event of nonpayment, the Association shall have all rights of enforcement against the Unit Owner, including filing a lien against the unit as provided by Articles XII and XXI.

(c) Every lease between a Unit Owner and a tenant shall require the tenant to purchase and keep in effect a renter's policy with coverage comparable to the Unit Owner's policy described in paragraph (a). Paragraph (b) shall also apply to property damage or other loss caused by a tenant of a Unit Owner for which neither the tenant nor the Unit Owner has purchased a Unit Owner's or renter's insurance policy, as set forth above. In such event, the Association may seek reimbursement from the Unit Owner, tenant, or both, in accordance with Article XXI.

(d) Each Unit Owner shall be required to notify the Board of Directors of all improvements made by the Unit Owner to his/her unit, the value of which is in excess of Two Thousand Dollars ($2,000.00). Each Unit Owner shall notify the Unit Owner's insurer of all improvements to his/her unit.

14.4 Funds for Reconstruction or Partition.

(a) In the event of damage or destruction of the premises and a determination under section X not to rebuild, the Board of Directors shall pay all insurance proceeds and other funds of the Association into the Clerk of Court of Grafton County Superior Court at the time of filing an action for partition under RSA 356-B: 34.

(b) In the event of damage or destruction of the premises and a determination under section X to repair or rebuild, then the funds for payment of costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association or by the Insurance Trustee appointed by the Association and funds collected by the Association from assessments against Unit Owners which shall be disbursed in payment of such costs in the following manner:

(1) If the insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand ($5,000.00) Dollars, then the sum may be paid by the Association to the Board's authorized representative, including any Director, with whom the Board of Directors may enter into any Insurance Trust Agreement or any successor to such Director (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Board of Directors, or any Insurance Trustee or substitute Insurance Trustee designated by the Board of Directors, as his/her attorney-in-fact for the purpose of purchasing, maintaining, and administering such insurance, including, without limitation: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

(2) The proceeds of insurance collected on account of casualty and the sums collected from Unit Owners as assessments on account of casualty shall constitute a construction fund from which the Association or the Insurance Trustee, as the case may be, shall disburse in payment for costs of reconstruction or repair in the following manner:

(a) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association or the Insurance Trustee, as the case may be, to the Unit Owner, or if there is a mortgagee endorsement as to said unit, then to the unit owner and the

mortgagee jointly who may use such proceeds as they may be advised.

(b) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand ($5,000) dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of five thousand ($5,000.00) dollars.

(c) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association shall be more than five thousand ($5,000.00) dollars, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work and upon approval of any mortgagee requesting notice of such payments.

(d) Surplus. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there shall be a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial owners of the funds in the proportion in which they contributed.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursements from the construction fund are to be upon the order of the Association or an architect or otherwise, nor to determine whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessment paid by the owner. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee shall herein be required to be named as payee, the

Insurance Trust shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee, which shall be the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XV. AMENDMENT OF DECLARATION

15.1 Amendment by Unit Owners. This Declaration may be amended, except as to the percentage of undivided interests appurtenant to the units, by the vote of two-thirds of the voting rights of the Unit Owners cast in person or by proxy at a meeting duly held in accordance with provisions of the Bylaws, or with the written consent of two-thirds of the voting rights of the Unit Owners. No such amendment shall be effective until executed by the Secretary of Pinewood Village Unit Owners Association and recorded in the office of the Grafton County Registry of Deeds.

15.2 Amendment by Developer. The Developer reserves the right to change the design and arrangement of, and to alter the boundaries between, the location of units so long as the units so changed or altered have not been conveyed by the Declarant. Any such change or altering which results in a discrepancy between Pinewood Village Condominiums, as described herein and in the floor plans filed at the Grafton County Registry of Deeds, and Pinewood Village Condominiums as built may be reflected by an amendment of this Declaration and said floor plans executed by the Declarant alone, notwithstanding the procedures for amendment described in section 15.1 hereof. However, no such change or altering shall alter the percentage of undivided interest of any Unit Owner other than Developer in the Common Area as expressed in this Declaration in a manner which is contrary to the provisions of the Act, as amended from time to time.

XVI. ROADS

16.1 The road network located within the Condominium and all roads that may thereafter be submitted to the Condominium as shown in Appendix C shall constitute a portion of the Common Area. The roads shall be maintained and regulated in the same manner as other Common Areas of the Condominium. All roads shall remain the property of the Condominium and no action shall be undertaken by the Board of Directors or any Unit Owner to obtain acceptance of any road or portion thereof by the City of Lebanon. The Board of Directors shall cooperate with the Chief of Police for the City of Lebanon in making such rules and regulations for the control of traffic on the roads of the condominium, as they may consider necessary.

The provisions of this section XVI are required under the subdivision approval requirements of the City of Lebanon and shall not be subject to any amendment by the Unit Owners.

XVII. TERMINATION

17.1 The Condominium may be terminated in the manner provided by the RSA 356-B: 34 Act.

XVIII. INVALIDITY

18.1 The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration and the other provisions of this Declaration shall continue in effect as if such invalid provision has never been included herein (RSA 356-B: 14).

XIX. WAIVER

19.1 No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it irrespective of the number of violations that may occur.

XX. CONVERTIBLE LANDS

20.1 A legal description of the convertible lands shall be found in Appendix A.

20.2 A maximum of 27 additional units may be created within the convertible land, for a total of 31 units in this condominium.

20.3 No portion of this convertible land shall be used other than for residential purposes.

20.4 All units to be constructed over said convertible land shall be compatible with units already constructed in terms of quality of construction, principal materials, and architectural style.

20.5 No other improvements, other than those associated with the units such as supporting driveways and utilities, shall be made on the convertible land.

20.6 No units created within the convertible land shall be constructed in a manner that is not substantially the same as the units already constructed.

20.7 Declarant reserves the right to create Limited Common Areas. Such Limited Common Areas shall be substantially the same as the Limited Common Areas described in section VI of this Declaration.

XXI. COMPLIANCE AND DEFAULT

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

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, Bylaws, and the Rules and Regulations 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 the Declaration and Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the Managing Agent or, if appropriate, by any aggrieved Unit Owner.

(b) Additional Liability. Each Unit Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his/her acts, neglect, or carelessness or the act, neglect, or carelessness of any member of his/her family or his/her tenants, guests, employees, agents, or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. 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 a Unit Owner or by the Association, the Association shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees if it is the prevailing party in such action.

(d) No Waiver of Rights. The failure of the Association, the Board of Directors, or of an owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors, or any Unit Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any owner pursuant to any term, provision, covenant or condition of the Declaration, the Bylaws or the Rules and Regulations 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, the Bylaws or the Rules and Regulations, or at law or in equity.

(e) Abatement and Enjoinment of Violations by Unit Owners. The breach of any provision of the Declaration or Bylaws, or the violation of any of the Rules and Regulations adopted by the Board of Directors shall give the Board or the Managing Agent the right, in addition to any other rights set forth in these Bylaws:

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 Unit Owner any structure, thing, or condition that may exist therein contrary to the intent

and meaning of provisions hereof, and the Board of Directors or Managing Agent 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 Unit Owner committing the violation to use any part of the Common Area during the continuance of such violation.

(f) Authority to Collect Rent to Pay Condominium Fees. The Board of Directors is authorized to adopt regulations to implement the provisions of RSA 356-B: 46-a which authorize a Unit Owner's Association to collect rent from a tenant of an owner who has failed to pay condominium fees and assessments for that unit.

(g) Association's Authority to Evict on Behalf of Unit Owner. In the case of repeated, uncured violations of the Declaration, Bylaws and/or Rules and Regulations by a tenant which would constitute grounds for eviction under New Hampshire law, the Association, after thirty (30) days notice to the Unit Owner and the Tenant, may, as authorized agent of the Unit Owner, commence an eviction proceeding under RSA 540 against the tenant. Such notice shall describe in detail the nature of the violation(s) and the Association's attempts to obtain the Tenant's compliance. The Unit Owner shall be conclusively deemed to have granted the Association a power of attorney coupled with an interest for this purpose. The Unit Owner and Tenant shall be jointly and severally liable for the Association's costs and attorney's fees incurred in connection with eviction proceedings under this paragraph.

(h) Administrative Assessment for Noncompliance for Owner-Occupied Unit Only. In the event of a violation of any rule or regulation adopted by the Board or the breach of any provision of the Declaration or Bylaws by a Unit Owner, the Association is authorized to impose an administrative assessment against the violating Unit Owner after notice and an opportunity to cure the violation as set forth below. The Association shall provide written notice to the Unit Owner by certified or registered mail, return receipt requested, and, if the Unit Owner resides at the Condominium, it shall also serve a copy on the Unit Owner by delivering it to him or her in hand or by leaving it at his or her unit. Such notice shall contain the following information:

i. A description of the violation and a reference to the section of the Declaration, Bylaws, or Rules and Regulations that has been violated.

ii. An opportunity to cure of not less than five (5) days and no more than thirty-(30) days.

iii. A notice that failure to cure the violation will result in an administrative assessment of not more than $25.00 per day, for each day that the violation continues.

iv. That this assessment shall constitute a lien against the unit owned by the Unit Owner under section XII.

If the Unit Owner fails to cure the violation within the time specified in the notice, the Board may impose an administrative assessment of not more than $25.00 per day. If it does so, the Board shall provide notice of the assessment to the Unit Owner in the manner set forth above.

(i) Termination of Common Privileges for Non-Payment of Condominium Assessments. Pursuant to RSA 356-B: 46 IX, after 30 days prior written notice to the Unit Owner, the tenant occupying the unit and the Unit Owner's first mortgagee of nonpayment of assessments, the Board of Directors is hereby authorized to terminate the delinquent unit's common privileges and cease supplying a delinquent unit with any and all services normally supplied and paid for by the Association. Any terminated services and privileges shall be restored upon payment of all assessments. The Board of Directors is authorized to promulgate rules regarding notification of Unit Owners and tenants and provisions regarding restoration of services upon payment.

(j) Authority to Execute Liens. The Board of Directors may authorize an attorney acting on behalf of the Board or the Managing Agent to execute memoranda of liens pursuant to RSA 356-B: 46 III. The attorney or Managing Agent so authorized shall be considered an officer of the Association for this limited purpose.

Executed 11/7/1977
Includes all amendments as of 10/22/2024

Appendix D

BYLAWS
OF
PINEWOOD VILLAGE UNIT OWNERS' ASSOCIATION

ARTICLE I
NAME, PURPOSE AND SCOPE

1. Name. The name of the Association shall be "Pinewood Village Unit Owners Association," hereinafter called the "Association."

2. Purpose. The following Bylaws of the Association, Appendix D of the Declaration of Condominium for Pinewood Village Condominium shall govern the operation of the Condominium along with the provisions of the Declaration, the Rules and Regulations as promulgated, and the Condominium Act of New Hampshire (RSA 356-B).

3. Scope. The Association through the Board of Directors shall have the responsibility of administering the Condominium, of managing or arranging for the management of the Condominium, and of performing all of the acts that may be required to be performed for the Condominium.

ARTICLE II
THE ASSOCIATION

1. Membership. All present and future Unit Owners of record, acting as a group in accordance with the Condominium Act of New Hampshire, the Declaration of Condominium, these Bylaws and the Rules and Regulations, shall be members of the Association. If the ownership of a unit is vested in more than one (1) person, all persons having an interest in a unit shall be members eligible to attend meetings and hold office.

2. Responsibilities. The Unit Owner and tenants shall abide by the Declaration of Condominium these Bylaws and the Rules and Regulations.

ARTICLE III
MEETINGS OF THE ASSOCIATION

1. Time and Place. All meetings of the Association shall be held at such a time and in such a place as designated by the Board of Directors.

2. Notice. In accordance with the Condominium Act (RSA 356-B: 37), written notice of the holding of the Annual Meeting of the Association stating the date, hour, and place of such meeting shall be sent to each Unit Owner of record in care of the legal mailing address or electronic mail address a unit owner designates. Such notice shall be sent by regular mail at least twenty-one (21) days before the Annual Meeting.

If the unit owner does not designate an address, the Association will deliver notices by hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each unit.

The minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. Purposes of the meeting shall include any budget changes or proposal to remove an officer or member of the Board of Directors. The secretary or other duly authorized officer of the Unit Owners' Association, who shall also be a member of the Board of Directors of the Unit Owners' Association, shall prepare an affidavit that shall be accompanied by a list of the addresses of all Unit Owners currently on file with the Association and shall attest that notice of the Association meeting was provided to all Unit Owners on that list in a manner conforming to RSA 356-B: 37-a. A copy of the affidavit and Unit Owners list shall be available at the noticed meeting for inspection by all owners then in attendance and shall be retained with the minutes of that meeting. The affidavit required in this section shall be available for inspection by Unit Owners for at least 3 years after the date of the subject meeting.

3. Quorum. At any meeting of the Association, a quorum shall be deemed present throughout the meeting if more than 33 1/3 percent of the votes are present at the beginning of a meeting of the Association.

4. Majority. The term "majority" or "majority of Unit Owners" shall mean the Unit Owners with more than fifty (50) percent of the votes of those members present at a meeting of the Association when a quorum is present.

5. Voting. The voting rights of each unit shall not be divided and shall be exercised as if the Unit Owners consisted of only one person.

6. Proxy. A Unit Owner may vote by proxy at any meeting of the Unit Owners, in accord with the procedures set forth in Article IV, Section 5 of these Bylaws. Each proxy must be in writing with none being valid after the meeting for which it was executed has been adjourned.

7. Conduct of Meetings. Meetings of the Board and meetings of the Association shall be conducted according to terms, policies, rules, and procedures as may be set from time to time by the Board in its sole discretion. Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Association.

The Board of Directors shall make copies of the minutes of all meetings available to the Unit Owners within 60 days of the meeting or 15 days of the date such minutes are approved by the Board, whichever occurs first. The Association may opt to provide the minutes electronically or publish them on the Association website, in which case the owners shall be informed of the web address.

8. Annual Meeting. The Annual Meeting of the Association shall be held during the month of October in each year. The purpose of the Annual Meeting shall be to elect Directors to the Board, to approve the annual budget, and, when necessary, to amend the Declaration of Condominium or these Bylaws, and for any other business as may come before the meeting.

9. Special Meetings. A special meeting of the Association may be called, for reasonable purpose, either by the president, a majority of the Board, or upon written request by not less than 33 1/3 percent of the Unit Owners. Notice of a special meeting shall specify the matter(s) to be considered and shall be in the hands of the Unit Owners at least seven (7) days in advance of the meeting. If the Association does not notify Unit Owners of a special meeting within 30 days after the requisite number or percentage of Unit Owners request the secretary to do so, the requesting members may directly notify all the Unit Owners of an informational meeting, the purpose of which shall be to present the issue to fellow residents and Unit Owners. Only matters described in the meeting notice required by RSA 356-B: 37-a may be considered at a special meeting.

10. Attendance by Managing Agent. The Managing Agent, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Association.

ARTICLE IV
BOARD OF DIRECTORS

1. Number and Qualifications. The Board of Directors, hereinafter referred to as the "Board," shall consist of five (5) Directors, all of whom shall be of lawful age, and all of whom shall be Unit Owners, provided, however, that in the event a Unit Owner shall be a corporation, partnership, trust or other legal entity other than a natural person(s), then the shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. Any officer is a suitable person to receive service of process in any proceeding against the Association. For the purpose of receipt of notification by a municipality of a local land use Board hearing, the officers shall be responsible for serving as agents of the Unit Owners' Association.

2. Elections and Term. At the Annual Meeting of the Association, the Unit Owners shall elect the number of Directors needed to make the full complement of the Board, and those duly elected shall serve as directors for a term of two (2) years or until their successors are elected.

3. Meetings. Meetings of the Board shall be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. Not less than once each quarter, and at such additional times as may be specified in the condominium bylaws, the Board of Directors shall, subject to the provisions of RSA 356-B: 37-d, hold an open regular meeting during which Unit Owners shall be afforded a reasonable opportunity to comment on any matter affecting the Association. At its discretion, the Board of Directors may meet in a meeting not open to Unit Owners provided the meeting is recorded and the recording is made available to Unit Owners for up to 30 days upon request.

a) Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the secretary or other officer specified in the bylaws shall give notice of each meeting of the Board of Directors to each Board member and to the Unit Owners. The notice shall be given at least 10 days before the meeting and shall state the time, date, place, and agenda of the meeting.

b) If any materials are distributed to the Board of Directors before the meeting, the Board of Directors at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Board of Directors need not make available copies of unapproved minutes or matters that are to be considered in executive session.

c) Voting Without a Meeting. The Association may conduct a vote without a meeting. In that event, the following requirements apply:

I. The Association shall notify the Unit Owners, in the manner prescribed by RSA 356-B: 37-a, that the vote will be taken by ballot and deliver a paper or electronic ballot to every unit owner entitled to vote on the matter.

II. The ballot shall:

(a) Set forth each proposed action and provide an opportunity to vote for or against the action.

(b) Indicate the number of responses needed to meet the quorum requirements.

(c) State the percent of votes necessary to approve each matter other than election of directors.

(c) Specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than 10 days after the date the Association delivers the ballot.

(d) Describe the time, date, and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.

III. A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.

IV. Approval by ballot pursuant to this section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

d) Meetings of the Board of Directors, and committees thereof, may be by telephonic, video, or other conferencing process, provided that the requirements of RSA 356-B: 37-c are also met.

e) The Board of Directors shall make copies of the minutes of all meetings available to the Unit Owners within 60 days of the meeting or 15 days of the date such minutes are approved by the Board, whichever occurs first. The Association may opt to provide the minutes electronically or publish them on the Association website, in which case the owners shall be informed of the web address.

4. Executive Session. The Board of Directors and Association committees may hold an executive session only during a regular or special meeting of the Board or a committee. No final

vote or action may be taken during an executive session. An executive session may be held only to:

a) Consult with the Association's attorney.

b) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings.

c) Discuss labor or personnel matters.

d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage or prevent public knowledge of the matter to be discussed if the Board of Directors or a committee determines that public knowledge would violate the privacy of any person.

4. Annual Meeting. The Annual Meeting of the Board shall be held immediately after the Annual Meeting of the Association.

5. Quorum. A majority of the members present at a meeting of the Board shall constitute a quorum provided that fifty (50) percent of the votes of those attending are present at the beginning of the meeting. If a quorum is not met for an Annual Meeting, the Board shall reschedule the meeting within 60 days and provide proper notice and proxies.

a) A person may not cast undirected proxies representing more than 10 percent of the votes in the Association. The proxy or proxies shall list the name of the person who is to vote. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the unit owner or by any of such persons, that it be revoked.

b) Any proxies who are on a form other than that provided by the Board of Directors or which do not correlate with the control list maintained by the Board of Directors shall be disregarded for purposes of determining whether a quorum was present at the meeting and for purposes of casting any vote at that meeting.

c) The Board of Directors will retain all proxies delivered to the Board of Directors and all independent written confirmation of any such proxies for inspection by the Unit Owners for a period of not less than three (3) years from the date of the Unit Owners' Association meeting.

6. Majority. The Board shall act by the vote of the majority of those members present at a meeting of the Board where a quorum is present.

7. Attendance by the Management Firm. The Board, at its discretion, may invite a representative of the Managing Agent, if there shall be one, to attend meetings of the Board.

8. Resignations. Any Director of the Board may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9. Removal. Any member of the Board may be removed, with or without cause, by a majority of the Unit Owners present in person or by proxy at any Association meeting at which a quorum is present, provided that the removal was listed on the notice of the meeting and the Board member to be removed is given a reasonable opportunity to speak at said meeting prior to the vote.

10. Vacancies. The Board shall fill a vacancy in the Board for the unexpired term.

11. Compensation. The members of the Board shall serve without compensation.

12. General Powers. The direction and administration of the property shall be vested in the Board that shall have the powers to:

(a) Engage the services of any persons deemed necessary by the Board, at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, and to remove, at any time any such personnel.

(b) Establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Board.

(c) Borrow or in any manner raise such sum or sums of money or other property for such purposes, upon such terms, and in such manner as they shall deem advisable, and to evidence the same by notes, bonds, securities, or other evidence of indebtedness, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing.

In the event of any dispute or disagreement between any Unit Owners relating to the property, or any question of interpretation or application of the provisions of the Declaration or these Bylaws, the determination thereof the Board shall be final and binding on each and all of said owners.

13. Duties. The Board shall acquire and make arrangements for and pay for out of the maintenance fund the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the common elements, and such services to the units as are not separately metered or charged to the owners thereof.

(b) Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacement of the common areas including garage doors (but not including any Limited Common Area appurtenant to any unit including the interior surfaces, all interior and exterior doors, or any of the windows or skylights of the units and the

Limited Common Area which the Unit Owners have the exclusive rights to use and occupy) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to require the same for the common elements.

(c) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property, or for the enforcement of any restrictions or provisions contained herein.

(d) Maintenance and repair of any unit, any Limited Common Area, or any other portion of the property which a Unit Owner is obligated to maintain or repair under the Declaration, Bylaws, Rules and Regulations, or by virtue of an agreement between the Unit Owner and the Board, if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the property and the owner of said unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair. Provided, however that the Board shall have the authority to assess such unit for the cost of such maintenance and repair and the amount of such assessment shall constitute a lien on the interest of such Unit Owner which Lien may be perfected and foreclosed as provided in the Condominium Act (RSA 356-B: 46) with respect to the liens for failure to pay a share of the common expenses.

(e) Such insurance as the Board is required to obtain under the provisions of section XIV of the Declaration, and such other insurance, as the Board deems advisable in the operation of and for the protection of the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Declaration and the Condominium Act.

(f) Approve all expenses, charges, and costs of maintenance, repair and replacements of the common elements, and any other expenses, charges or costs that the Board may incur or expend pursuant to its duties.

14. Association Committees: Committees, whether executive, mandatory, standing, or ad hoc, are appointed by or at the direction and discretion of the Board of Directors. The Board appoints committee Chairs.

Board involvement in committee development is key, and the Board is legally responsible for any actions taken by the committee. The Board as a whole can help ensure the committee's success by providing them with clear goals, budgets and deadlines over each committee. Ad hoc committees are task oriented, set up to accomplish a specific objective and usually function until they have researched and reported their findings. The committee is authorized only to provide recommendations to the Board of Directors and has no authority to take action relative to the operation of the condominium or enter into any contracts or binding commitments without explicit written authorization from the Board of Directors.

Members of any committee must be property owners who reside on the property, with the exception of the need for external, professional expert members.

Whenever possible at least one member of each committee should be a member of the Board to serve as a liaison. The liaison may provide the committee with the Board perspective to assist the committee members in their development and duties that they are charged with. The president of the Board is an ex officio member of every committee except the nominating committee.

The Chair of any committee is appointed by the Board to the end of a specific project as determined by the Board. Once appointed, the committee cannot elect a different Chair. If the committee wants a different chair, the committee can petition the Board of Directors to make a committee chair change should such a change be beneficial for the working of the committee. The chair of the committee or the Board needs to establish meeting guidelines.
Chair responsibilities:

(a) Calls and presides over meetings, sets agendas to be sent out ahead of meetings
(b) Guides the members as they study specific issues, reach consensus and recommend a course of action to the Board
(c) Regularly communicates activities of the committee to the Board regarding progress of the committee on its assigned tasks and objectives, provides recommendations to the Board with associated costs, and presents other issues with recommended solutions.
(d) Provides to the Board the committee's recommendations, which may include items such as contractor selections,
(e) Can seek volunteers to become members, to be appointed by and with the approval of the Board.

ARTICLE V
OFFICERS

1. Designation. The principal officers of the Association and the Board of Directors shall be a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer. Any two or more offices may be held by the same Director, except the offices of President and Secretary.

2. Elections and Terms. At the Annual Meeting of the Board, the members of the Board shall elect the officers of the Board with the new officers taking over their duties at once except that the former Treasurer shall transition all duties and responsibilities to the new treasurer to be effective at the start of the new fiscal year. The officers of the Board shall serve for a term of two (2) years, or until their successors are elected.

3. Resignations. Any officer of the Board may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

4. Removal. Any officer of the Board may be removed from office at any time by the vote of a majority of the Board.

5. Vacancies. The Board may fill a vacancy in an office of the Board for the unexpired term.

6. Compensation. The officers shall serve without compensation.

7. President. The President shall be the chief executive and administrative officer of the Board and the Association, and shall have all of the general powers and duties which are usually vested in or incidental to the office of the presidency including presiding over the meetings of the Board and the Association, and the signing, as well as any other officer designated by the Board, of any contracts, checks, drafts or other instruments designated or approved by the Board. The President shall be an ex-officio member of all Committees of the Board except the Nominating Committee.

8. Vice presidents. The Vice President(s) shall have such powers and perform such duties as the Board may from time to time prescribe, and in the absence of the President, or in the event of the inability of the President to act, the Vice Presidents, in the order elected, shall perform the duties of the president.

9. Secretary. The Secretary shall, in addition to the duties provided by law, see that all notices are duly given as herein provided, shall keep, or cause to be kept, the minutes of the meetings of the Board and the Association, shall keep a current roster of the Unit Owners and/or the renters including a complete mailing address with telephone number, and shall, in general, perform all duties incidental to the office of the Secretary, and such other duties as, from time to time, may be assigned by the Board or the President.

10. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Directors or the Managing Agent, shall keep full and accurate records of all receipts and disbursements, shall prepare all required financial data, shall deposit all money and other valuable effects in such depositories as may be designated by the Board, shall disburse funds as ordered by the Board, and shall render to the President and Directors, at the meetings of the Board or whenever they may reasonably require it, an account of all of the transactions of the Treasury as well as the financial condition of the Association.

ARTICLE VI
MANAGING AGENT

The Board may employ or contract with a professional manager or management firm, for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in section 13 of Article IV. The term of any employment contract for a Managing Agent may not exceed three (3) years, and any such employment contract shall provide, among other things, that such agreement may be terminated without cause no more than ninety- (90) days written notice and without payment of a termination fee.

1. Qualifications.

(a) If the Unit Owners' Association or the Board of Directors has delegated certain powers and duties to a managing agent, the managing agent shall disclose any referral fees received from contract work performed on behalf of the Association to the Board of Directors prior to the next regularly scheduled Board meeting, unless the terms of any referral fees are disclosed in the managing agent's contract with the Unit Owners' Association, in which case disclosure of fees actually received shall not be required.

(b) The managing agent also shall disclose to the Board of Directors the amount and purpose of any fees, other than maintenance fees, received from a unit owner, unless the terms of any such fees are disclosed in the managing agent's contract with the Unit Owners' Association, in which case disclosure of fees received shall not be required.

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

ARTICLE VII
CANDIDACY FOR BOARD OF DIRECTORS

When any seat on the Board of Directors will be the subject of an election at the Annual Meeting of the Association, the Board of Directors shall, at least thirty- (30) days prior to the date of the Annual Meeting, issue to the Unit Owners a call for candidates who wish to run for any such seats as will be subject to election. The Board of Directors may adopt policies and procedures relative to the timing for candidacy submissions and the information to be provided in the submissions.

ARTICLE VIII
INDEMNIFICATION

The members of the Board and the officers thereof shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners unless any such contract shall have been made in bad faith or willfully contrary to the provisions of the Declaration and these Bylaws. The liability of any Unit Owner arising out of any contract made by such members or officers, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability thereunder as the owner's percentage interest in the common elements bears to the total percentage interest of all the Unit Owners in the common elements. Any agreements made by such members or such members or officers, as agents for the Unit Owners, shall execute officers of the Association.

ARTICLE IX
OPERATION OF THE PROPERTY

1. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing November 1 of each year and terminating on October 31 in the ensuing year.

2. Preparation and Approval of the Budget.

(a) Each year on or before September 1, the Board or its agent, shall estimate the annual budget of common expenses including the total amount required for the cost of wages, materials, insurance, services and supplies which shall be required, during the ensuing fiscal year, for the rendering of all services associated with the Condominium.

(b) Each year on or before October 1, the Board shall notify each Unit Owner in writing as to the amount of the estimated annual budget with reasonable itemization thereof, and said or adjusted budget shall be approved at the Annual Meeting of the Association.

(c) Unless otherwise required by RSA 356-B:40-c, and not later than 30 days after adoption of a proposed budget, the Board of Directors shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than 10 days or more than 60 days after providing the summary for a meeting of the Unit Owners to consider ratification of the budget. Unless at that meeting 2/3 of all Unit Owners or any larger number specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed budget is rejected, the budget last ratified by the Unit Owners continues until the Unit Owners ratify a subsequent budget.

(d) Except as otherwise provided in paragraph (e), the assessment is effective only if the Board of Directors follows the procedures for ratification of a budget described in paragraph (c) and the Unit Owners do not reject the proposed assessment.

(e) If the Board of Directors determines by a 2/3 vote that a special assessment is necessary to respond to an emergency:

1. The special assessment becomes effective immediately in accordance with the terms of the vote.

2. Notice of the special assessment shall be provided promptly to all Unit Owners.

3. The Board of Directors may spend the funds paid on account of the special assessment only for the purposes described in the vote.

3. Failure to Adopt or Prepare a Budget. The failure or delay of the Board to prepare or serve the annual or adjusted budget on the Unit Owners as prescribed in Section 2(b) of this Article IX shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined.

4. Absence of an Annual Budget. In the absence of an annual budget or an adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges, at the then existing monthly rate established for the previous period, until a new budget and a different monthly assessment is approved which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

5. Inadequate Budget. If the said annual budget proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners equally, provided the Board of Directors follows the procedures for ratification of a budget described in Section 2(c) of this Article IX and the Unit Owners do not reject the proposed assessment.

6. Reserves. The Board shall be responsible for building and maintaining a reasonable reserve for contingencies and capital needs. The annual budget shall include a reasonable amount considered by the Board to be adequate to meet the annual needs of the Association. The Board shall determine the source of funding (e.g. reserves, special assessment) for extraordinary expenditures not originally included in the annual budget, which may become necessary during the fiscal year.

7. Assessments and Payment of Common Expenses. The annual budget shall be assessed to the Unit Owners equally, and beginning on the first day of the fiscal year, and on the first day of each and every month of the ensuing fiscal year, the Unit Owners shall be obligated to pay to the Association, as directed by the Board, 1/12 of the assessment made pursuant to this paragraph.

(a) Except as otherwise provided in paragraph (e), the assessment is effective only if the Board of Directors follows the procedures for ratification of a budget described in paragraph (c) and the Unit Owners do not reject the proposed assessment.

(b) If the Board of Directors determines by a 2/3 vote that a special assessment is necessary to respond to an emergency:

1. The special assessment becomes effective immediately in accordance with the terms of the vote.

2. Notice of the special assessment shall be provided promptly to all Unit Owners.

3. The Board of Directors may spend the funds paid on account of the special assessment only for the purposes described in the vote.

8. Default in Monthly Assessment. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board of Directors may assess late fees to

the Unit Owner, in reasonable amounts as they may determine in their discretion from time to time. The current late fee is $25.00 In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for, and on behalf of, itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court.

9. Liability for Assessments. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of that unit.

10. Excess Accumulation or Shortage of Funds. Any amount accumulated in excess of the amount required for actual expenses and reserves may be credited equally to each Unit Owner and applied to the monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the common elements to the installments due on the succeeding six months after the rendering of the accounting.

11. Additional Assessment. The Board may levy additional assessments, provided the Board follows the procedures for ratification of a budget described in Section 2(c) of this Article IX and the Unit Owners do not reject the proposed assessment. The Board shall serve notice of the ratification of any additional assessment on all Unit Owners by a statement, in writing, giving the amount and reasons therefor and such assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

12. Financial Reporting. The Board shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner, or any representative of a Unit Owner duly authorized in writing, within fifteen (15) days of the Unit Owner's request, or such other timeframe as may be required by RSA 356-B:37-e. Upon ten (10) days notice to the Board, any Unit Owner shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from the Unit Owner. Financial information shall be presented on a profit and loss statement and shall be available to the Unit Owners thirty (30) days prior to the annual meeting. The profit and loss statement must include specification of all revenues received in the fiscal year, less future revenue liabilities, and specification of all expenses by general type and its format shall remain constant from year to year. If the annual meeting is held before the end of the fiscal year, year-to-date spending must be provided in each category, and the Board shall send a final year-end accounting to each Unit Owner within ninety (90) days of the close of the fiscal year.

13. Accountability. All the funds collected hereunder shall be held and expended solely for the purposes designated herein, an, except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the benefit, use, and account of all the Unit Owners. Nothing herein above contained shall be construed to give the

Board authority to conduct an active business for profit on behalf of all the Unit Owners or for any of them.

ARTICLE X
SELLING AND LEASING OF UNITS

1. Notice. No Unit Owner shall sell or lease a unit or any interest therein without first giving notice to the Association of the intent, together with the name, phone and email address of the proposed purchaser/lessee, the terms of the proposed transaction, and other information the Association may reasonably require, and shall offer to sell/lease such unit to the Association on the same terms and conditions. The Association, in turn, may elect by notice to such Unit Owner to purchase/lease the unit on the same terms and conditions as stated in the notice, or to release or waive its right so to do.

2. Waiver. If the Association does not elect to purchase/lease the unit, specific provisions must be included in the deed/lease regarding compliance with the Declaration and Bylaws as the same may be amended from time to time, and the Board will promptly furnish to such Unit Owner a waiver of the right of first refusal in recordable form. A fee of three-quarters of one percent (3/4 of 1%) of the unit's selling price will be paid by buyer(s) prior to the issuance of such waiver. Funds derived from the waiver will be deposited and used exclusively for capital reserves and Common Area replacement as approved by the Association.

3. Owner Rights. A Unit Owner or purchaser of a condominium unit, having executed a contract for the disposition of same, shall be entitled, upon request, to a recordable statement setting forth the amount of unpaid assessments currently levied against that unit. Such request shall be in writing, directed to the principal officer of the Association, or to such other officer as the condominium instruments may specify. Failure to furnish or make available such a statement within ten (10) business days from the receipt of such request shall extinguish the lien created by section 8 of Article IX of these Bylaws as to the condominium unit involved. Such statement shall be binding on the Association, the Board, and every Unit Owner. Payment of a fee not exceeding ten (10) dollars may be required as a prerequisite to the issuance of such a statement if the condominium instruments so provide.

4. Required Statements. Pursuant to New Hampshire Revised Statutes Annotated 356-B: 58, the following apply:

(a) Appropriate statements pursuant to RSA 356-B: 45, VIII and, if applicable, RSA 356-B: 47.

(b) A statement of any capital expenditure and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund, and any portion of such fund earmarked for any specified project by the Board.

(d) A copy of the income statement and balance sheet of the Association for the last fiscal year in which such statement is available.

(e) A statement of the status of any pending suits or judgments in which the Association is a party defendant.

(f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner.

(g) A statement that any improvements or alterations made to the unit or the limited common areas assigned thereto by the prior Unit Owner are not known to be in violation of the condominium instruments.

5. Request of Statements. The principal officer of the Association or such other officer(s) as the condominium instruments may specify shall furnish the statements prescribed by Article X upon the written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

6. Leases/Required Insurance Provisions. All leases shall comply with Section 14.3 of the Declaration.

ARTICLE XI
RULES AND REGULATIONS

1. Provision. The Board is empowered to adopt, from time to time, Rules and Regulations for governing the operation, maintenance, beautification and use of the common elements and the condominium units as the Board shall see fit, and the Unit Owners shall conform to and abide by such Rules and Regulations.

2. Enforcement. The Rules and Regulations shall be enforced by the Board pursuant to the provisions of the Condominium Act of the State of New Hampshire, the Declaration of Condominium and these Bylaws.

3. Notice. Written notice of such Rules and Regulations shall be given to all Unit Owners and tenants.

4. Violation. A violation of such Rules and Regulations shall be deemed a violation of the Declaration and Bylaws.

5. Amendments. The Board is empowered to amend, from time to time; the Rules and Regulations provided a hearing of the Unit Owners is held prior thereto. Notice thereof is mailed to the Unit Owners prior to the meeting at which the Board will consider such amendment.

ARTICLE XII
NOTICE

Whenever any notice whatever is required to be given under the provisions of the Declaration or Bylaws, a waiver thereof in writing by the person(s) entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, except where specifically required by statute to be mailed to all members of the Association.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended in the manner prescribed in section XV of the Declaration, which is hereby incorporated by reference, provided that written notice of proposed changes be sent to the Unit Owners at least twenty-one (21) days in advance of the Annual Meeting where these Bylaws may be amended. The first sentence of this Article XIII notwithstanding, no amendment of these Bylaws that purports to alter or affect the rights of the Declarant reserved in section XIII of the Declaration shall be of any force or effect, and this Article XIII of the Bylaws may not be amended in any respect.

ARTICLE XIV
INSURANCE

The Board shall summarize and send notice of important changes that involves alterations to the or exclusions from coverage, any change to the Declaration page or any other change that in the judgment of the Board is material and important to the unit owners.

With respect to all other changes, an email notice to the effect that the master condominium policy (or other policy) has been renewed without "material changes," but any unit owner may review the policy at the Association's Property Manager's office during regular business hours.