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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

**SECOND AMENDMENT
TO DECLARATION OF WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION
RECORDED AT BOOK 4611, PAGE 162 ROCKINGHAM REGISTRY OF DEEDS (the
Declaration)
WINDHAM, NEW HAMPSHIRE**

The undersigned hereby amends the Declaration recorded at the Rockingham County Registry of Deeds in Book 4611, Page 162 as follows:

WHEREAS, the condominium association known as Windham Meadows II Condominium Association, 80 Mammoth Rd, Windham NH 03087, having called an Annual Meeting of the unit owners association in accordance with the Bylaws, Article 2, on the 13th day of November, 2012, and by a vote of the unit owners present, comprising at least two-thirds (2/3) of the unit owners of the association, voted in the affirmative to approve a motion to amend the Declaration as set forth herein. These changes shall take effect with the recording thereof in Rockingham Registry of Deeds and shall run with the land and with each Unit comprising the Condominium and shall be binding thereon.

THEREFORE, the Declaration is hereby amended, pursuant to Article 17 of the Declaration as follows:

Article 5 is repealed and replaced with the following:

ARTICLE 5. DIVISION OF PROPERTY: The property, together with all buildings and improvements thereon, is hereby divided into fifty-eight (58) separate freehold two (2) bedroom Condominium Units. The layout, location, numerical designation, dimensions and area of each Unit are shown on the Plan.

The boundaries of each Unit are defined as follows:

Horizontal Boundaries: The horizontal boundaries of each Unit shall be:

- A. **Lower Boundary:** The lower surface of the concrete slab or basement slab as the case may be.
- B. **Upper Boundary:** The upper surface of the roof shingles.

Vertical Boundaries: The vertical boundaries of each Unit shall be:

A. **Exterior Walls:** The exterior surface of the concrete foundation and/or the exterior surface of the siding.

B. **Exterior Doors, Windows, Skylights, and Shutters:** The outer finished and/or painted surface of the exterior doors, windows and skylights sashes and associated wood trim or any feature permanently affixed to the unit (e.g., shutters). The glass within the windows and skylights shall be considered part of the Unit.

Each unit includes the entirety of the building with said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. A unit also includes any appurtenant feature physically attached to the building, including decks, porches, patios, stairways, gutters and downspouts, and any railings or support posts, but not including the granite steps.

The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including air conditioning situated in a Unit and underground fuel lines and connections, which serve that Unit alone, are part of the Unit. If any such pipes ducts, flues, chutes, conduits, wires, fuel lines and other utility installations 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 part of the Common Area.

The property division and responsibility for maintenance, repair and replacement of property appurtenant to the units are further set out in Table 1, *infra*.

<u>Capital Description</u>	Ownership	Responsibility for Repair, Maintenance or Replacement
Asphalt Driveways	Common	Association
Asphalt Roadways (BV, GM, MM, SW)	Common	Association
Common Area Property Signs	Common	Association
Custom Features (Added by Unit Owner w/ Assoc. Authorization)	Unit	Unit Owner
Decks & Railings	Unit	Unit Owner
Exterior Lighting (Gazebo, Putting, Entrance)	Common	Association
Exterior Underground Utilities (Telephone, Electric, Water)	Common/ Utility	Association/Utility
Exterior Fences (Privacy)	Limited Common	Unit Owner
Exterior Front Porch Concrete (Lg Units)	Unit	Unit Owner
Exterior Front Porch (4'x8' Man Made Materials)	Unit	Unit Owner
Exterior Front Porch Support Posts (Lg Units)	Unit	Unit Owner
Gazebo	Common	Association
Granite Steps (Front of Unit Entrance)	Limited Common	Association
Gutters & Downspouts	Unit	Unit Owner
Irrigation Plumbing (exterior)	Limited Common	Association
Leach Fields	Limited Common	Association
Light Post (Appurtenant 1 each unit)	Limited Common	Unit Owner
Mailhouse	Common	Association
Patios or Walkout Pads (Concrete, Stone or Blocks)	Unit/Limited Common	Unit Owner
Patios Custom Features (including Fireplaces, Firepits, etc.)	Limited Common	Unit Owner
Putting Green	Common	Association
Retaining Walls	Common	Association
Roof Shingles	Unit	Unit Owner
Septic Pipe from Unit to Tank	Limited Common	Unit Owner
Septic Tank Pump (BV#8)	Common	Association
Septic Tanks (27 Tanks)	Common	Association
Sidewalk Front	Common	Association
Sidewalks (Side or Rear of Unit)	Limited Common	Unit Owner
Vinyl Siding	Unit	Unit Owner
Shutters (All)	Unit	Unit Owner
Staircases & Railings (Any Attached to Unit)	Unit	Unit Owner
Storm Doors	Unit	Unit Owner
Underground Fuel Line & Connections	Limited Common	Unit Owner
Underground Fuel Tank (500 gallons)	Utility	Utility

Article 6 is repealed and replaced with the following:

ARTICLE 6. COMMON AREAS: Common Area consists of all portions of the Condominium other than the units and includes, but is not limited to, the following:

SECTION A. All of the land described in **Exhibit "A"** hereto, together with the benefit and subject to all of the rights, easements, restrictions and agreements of record, if any, so far as the same may be in force, as described on **Exhibit "A"** hereto, including;

SECTION B. The private ways, roads, driveways and parking areas, walkways, lawns and shrubbery, and open space, to the extent such may exist from time to time.

SECTION C. All roadways servicing the Condominium and shown on the Site Plan shall be private and shall be maintained as Common Area by the Association. The private roadways, depicted as Misty meadow Road and Brookview Road on the Condominium Site Plan, are subject to a permanent easement which shall benefit the Unit Owners of Windham Meadows Phase I and Phase II as depicted on the Site Plan for the purposes of access and egress to and from Mammoth Road. The right to pass and repass between lots 19-A-801 and 19-A-802 shall be mutual in nature to the extent that the unit owners of property on each respective parcel shall have the benefit of passing and repassing over the private drives located on 19-A-801 and 19-A-802 to Mammoth Road.

The costs for snow plowing, maintenance and repair of Brookview Road and Misty Meadow Road shall be shared equally by the Unit Owners of Windham Meadows Phase I and Phase II Book 4611 Page 0162. For further reference see Declaration of Condominium for Windham Meadows Phase I, Section 2-4-6 recorded at the Rockingham County Registry of Deeds at Book 4244, Page 0763. See also Use and Access Easement to Windham Meadows Development, LLC recorded on March 4, 2005 at the Rockingham County Registry of Deeds at Book 4244, Page 0820.

SECTION D. The sewage systems and all associated piping and equipment and the water supply system and all associated wells, pump(s), piping and equipment which provide sanitary waste disposal or water supply to the Condominium to the extent they are not owned by a private water company or public water utility.

SECTION E. Such additional Common Areas and facilities as may be defined in New Hampshire Revised Statutes Annotated Chapters 356-B.

Article 7.2 is repealed and replaced with the following:

2. Exterior features of any Unit not physically attached to such Unit but which exclusively serve such Unit, including, but not limited to, granite steps and walkways.

Article 7 Section B is repealed in its entirety and replaced with the following:

SECTION B. Deleted.

Article 7 Section E is repealed and replaced with the following:

SECTION E. Expenses associated with the maintenance and repair of each Limited Common Area shall be allotted to the Association, except that the maintenance of and expenses associated with the maintenance, repair and replacement of the portion of the sewer line serving any unit and extending to the septic tank as described above, as well as rear and side walkways, detached patios or walkout

pads as designated in Table 1 as Unit owner responsibility, shall be the responsibility of the Unit Owner. Additionally, expenses associated with maintenance and repair of the landscaping features described above shall be allotted to the Association, although assessments shall be made to Unit Owners in accordance with the provisions of Article VI, Section 4 of the Bylaws.

Article 10 Section C is repealed and replaced with the following:

SECTION C. The Association shall have the right, to be exercised by any Board Member or other agent, to enter the Limited Common Areas from time to time during reasonable hours as may be appropriate for the operation of the Condominium or at any time for making emergency repairs therein as may be necessary to prevent damage to any Unit or a Common Area, or as may be necessary for the proper maintenance of the Common Areas or to effect the repair, maintenance or replacement of exterior features of any Unit pursuant to the provisions of Article 11, Sections B and C of the Declaration.

Article 11 Section C is repealed and replaced with the following:

SECTION C. Without limiting the generality of the foregoing, the painting, repairing and replacing of exterior doors, door frames, windows, window frames, roofs, siding, porches, decks, entries and other exterior features of the Units will be solely within the jurisdiction of the Association. All such work will be contracted for and managed by the Unit Owner and shall be a Unit Owner Expense, but shall require prior written approval of the Association to ensure the architectural integrity of the association is maintained as defined by Article 11 Section B of the Declaration. Replacement and repaired items shall be like in color and materials (e.g., 30 year architectural shingles). The Unit owners will be required to repair/replace exterior items at such time that the Association deems the appearance has significantly degraded and negatively affects the Association's architectural integrity. Furthermore, the Association reserves the right to have said work performed and recover costs as a special assessment against said unit pursuant to the provisions of Article 13. Work on the Common Areas which is necessitated by the act, neglect or fault of the Owner, their guests, invitees or tenants, or occupant of any Unit will be charged to said Unit.

Article 14 Section A is repealed and replaced with the following:

SECTION A. A Master Policy, or subscription policies, of fire insurance on all common elements with extended coverage, special extended coverage, and use and occupancy coverage for at least 100 percent of the replacement value of all Common Areas, and such other fire and casualty insurance as the Association shall determine to give substantially equal or greater protection to the unit owners, and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each unit, if any; provided, however, that notwithstanding such mortgagee loss payable endorsement, the application of all proceeds recovered thereunder shall be determined by the Association in its sole and uncontrolled discretion.

The Master Policy shall not, however, provide insurance coverage for the unit as defined in Article 5 or the personal possessions of the unit owner contained within the unit itself. Each unit owner shall be responsible for obtaining separate insurance coverage, commonly known as a "home owner's policy," which shall provide coverage for their unit as defined in Article 5, personal possessions of the unit owner, liability with respect to ownership and/or use of the unit, and such other coverage as is typically provided by such a policy. The association shall be provided a certificate of insurance coverage annually.

Article 14 Section B is repealed and replaced with the following:

SECTION B. A Master Policy, or subscription policies, insuring the Association, its Board, the Owners and the Manager, if any, against any liability to the public and the Owners and their invitees or tenants, occurring in, on, or about the Common Areas, arising out of, or incident to, the ownership of any unit of the Condominium, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for all persons injured in any one accident, and shall not be less than \$500,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Board and may be increased in its discretion). In addition, the Board shall maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

Article 14 Section C is repealed and replaced with the following:

SECTION C. CASUALTY INSURANCE. In the event of damage to any portion of the Common Areas by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Association is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed Common Area, the damage to, or destruction of, such Common Areas, shall be promptly repaired and restored by the Board of Directors of the Association, using the proceeds of insurance, if any, on such Common Areas, for that purpose, and the unit owners shall be liable for assessment for any deficiency.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section A. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Special Assessment.


Article 14 Section E is inserted the following:

Section E. Additional customarily covered Condominium Insurance shall include, but not be limited to General Commercial Liability with \$2,000,000 aggregate coverage, Employee Dishonesty in the amount equal to or greater than all operating and reserves funds of the association, and Condominium Directors/Officer insurance of at least \$1,000,000.


IN WITNESS WHEREOF, the Unit Owners of the Windham Meadows II Condominium Association have caused this Amendment to the Declaration of Windham Meadows Phase II Condominiums to be executed this XXth day of November, 2012, for the purposes contained therein.

IN WITNESS WHEREOF, the Unit Owners of the Windham Meadows II Condominium Association have caused this Amendment to the Declaration of Windham Meadows Phase II Condominiums to be executed this 13th day of November, 2012, for the purposes contained therein.


**WINDHAM MEADOWS II
CONDOMINIUM ASSOCIATION**




Witness

By 

Al Kirkman, Its President



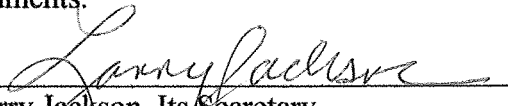
Witness

By 

Vic Lima, Its Treasurer

CERTIFICATION OF THE SECRETARY

I, Larry Jackson, Secretary of the Windham Meadows II Condominium Association do hereby certify that the above amendments were approved by 47 of the Unit Owners in attendance at the Annual Meeting held on November 13, 2012 in Windham, New Hampshire, comprising no less than two-thirds of the Unit Owners of the Windham Meadows II Condominium Association, and the Annual Meeting and votes complied with the requirements of the Condominium Act (RSA 356-B), Declaration, and Bylaws necessary for amending the condominium instruments.



Larry Jackson, Its Secretary