

**BYLAWS  
OF  
WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION**  
**includes**

Ammend III dated 11/29/17 recorded as Book 5874, Page 2608  
Ammend II dated 11/6/14 recorded as Book 5573, Page 0968  
Ammend I dated 7/26/12 recorded as Book 5339, Page 0509  
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# WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION

## BYLAWS

CONDOMINIUM BY-LAWS dated this 29<sup>th</sup> day of September, 2005 executed by **EIGHTY MAMMOTH ROAD LLC**, a New Hampshire limited liability company of 2 Link Street, Windham, NH 03087 (hereinafter called, together with their successors in interest as Developer of the Condominium, the "Developer"), who is the "Declarant" under the Condominium Declaration of even date herewith and to be recorded simultaneously herewith in the Rockingham County Registry of Deeds (hereinafter called the "Declaration"). These Bylaws are adopted pursuant to the New Hampshire Revised Statutes Annotated Chapter 356-B, and these Bylaws shall apply to the **WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION** as described and created by the Declaration and to all present and future owners, tenants and occupants of any Units in the Condominium and to all other persons who shall at any time use the Condominium or any portion thereof. The mere acquisition or rental of any Unit or the mere act of occupancy of any Unit will signify that these Bylaws are accepted, ratified and will be complied with. These Bylaws shall run with the land and with each Unit comprising the Condominium and shall be binding thereon.

## ARTICLE I INTRODUCTORY PROVISIONS

**Section 1. Definitions.** The terms used herein shall have the same meaning as given to them in the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, except as expressly otherwise provided herein, or the application of such meaning would be contrary to the clear intent of the statement. The term "assessment" means that portion of the cost of maintaining, repairing or managing the condominium which is to be paid by each Owner. The term "common areas" means those areas designated in the Declaration as common areas and limited common areas. Common Areas include Limited Common Areas as shown on the site plan, as it may be amended. "Limited Common Areas" means a portion of the Common Areas reserved for the exclusive use of a Unit(s) as shown on the recorded Condominium Site Plan, and as shown in detail on the As-Built Unit Site Plans. The term "condominium" shall include all units and common areas, including all improvements within the common areas and all easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the condominium, adopted by the Association as hereafter provided. The terms "owner" or "unit owner" means a person owning severally or as a co-tenant a unit and the common interest appurtenant thereto. The term "Association" means the Association of Unit Owners as described in the By-Laws and in the New Hampshire Condominium Act. The term "Board" means Association Board of Directors.

**Section 2. Conflicts.** These By-Laws are intended to comply with the requirements of New Hampshire Revised Statutes Annotated Chapter 356-B. In the event these By-Laws conflict with the provisions of said Chapter 356-B, as amended from time to time, or any successor Declaration, as the case may be, the provisions of R.S.A. 356:B shall control.

## ARTICLE II ASSOCIATION OF UNIT OWNERS

**Section 1. Membership.** The government of the Condominium shall be vested in its Association of Unit Owners. All Owners of Units in the Condominium shall constitute the Association. The Owner of any Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the Unit ceases for any reason. The Association will keep an accurate and current list of Association members and their current addresses, and said list will be maintained at a place designated by the Association. The Association may be incorporated as a New Hampshire voluntary corporation and these Bylaws shall serve as the Bylaws of said corporation.

**Section 2. Voting.** Each Unit which has received a non-lapsing Building Permit shall be entitled to one (1) vote. Votes may be cast in person or by proxy by the respective Owners. If any vote is to be cast by an executor, administrator, guardian or trustee for an Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record owner of the Unit or is otherwise duly authorized. If an Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the vote being cast) by the other or others. If an Owner is a corporation or an entity other than a natural person, the vote for that Unit may be cast by any natural person having authority to execute deeds on behalf of the Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast.

**Section 3. Proxies.** The votes appertaining to any unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the unit owner, or, in cases where the unit owner is more than one person, by or on behalf of all such persons. The proxy or proxies shall be dated, define the name of the person who is to vote, include the date of the meeting, and be signed by a person having authority to execute deeds on behalf of the unit. 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. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the meeting date of that proxy.

**Section 4. Quorum.** The presence in person or by proxy at the commencement of any meeting of the Association of Owners of twenty-five (25) percent of the Owners whose Condominium fees are current, shall constitute a quorum at all meetings of the Owners, except as defined in Article VI Section 2 and any section of the Declaration defining unique quorum requirements. In determining a quorum, the term "all Unit Owners" in this paragraph will not include units the title of which is held by the Association, but shall include units for which non-lapsing Building Permits have been issued, whether or not constructed, which are owned by Declarant or others.

**Section 5. Majority Vote and Tie Breaking.** The majority (>50%) affirmative vote in a quorum of the Units voting shall be required, except as defined by unique quorum voting requirements defined within the Bylaws and/or Declaration. See Table.

<b><u>Requirement</u></b>	<b><u>Association Vote Type</u></b>	<b><u>Quorum (Unit Owners)</u></b>	<b><u>To Affirm a Vote</u></b>
Bylaw Article II Sec 4&5	General Association Items	Min of 25% (15)	>50% (of units voting)
Bylaw Article VI Sec 2	Capital Improvements	Min of 2/3rds (39)	=> 2/3rds (of units voting)
Declaration Article 17	Bylaw /Declaration Changes	Min of 2/3rds (39)	=>2/3rds (of ALL units)
Bylaw Article VI Sec 9	Annual Budget	Min of 25% (15)	= >1/3rds (of units voting)

**Section 6. Place of Meetings.** The meetings of the Association shall be held at such suitable place convenient to the unit owners as may be designated by any Officer of the Association.

**Section 7. Annual Meetings.** The first annual meeting of the Association will be held as called by the Declarant. Thereafter, the annual meetings of the Association will be held in November each year, or on such other date as may be set by the Association. At each annual meeting the Association Board will be elected. 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 which 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. 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.

**Section 8. Regular Meetings.** In addition to the annual meetings, the Board may by resolution establish regular meetings of the Association at regular intervals more frequently than annually.

**Section 9. Special Meetings.** Special meetings of the Association may be held at any time upon the call of any Board Officer. Additionally, a special meeting may be called when at least twenty-five (25) percent of the Association of Unit Owners request a special meeting by sending notice to the Secretary.

**Section 10. Notice of Meetings and Other Notices.** The President or Treasurer of the Board will give written notice of all meetings of the Association, by United States Mail (Return Receipt Requested, if required by law) to all Owners of record at the address of their respective Units or to such other addresses as any of them may have designated in writing to the President or Treasurer, or by electronic means if unit owner has authorized in writing, or by hand delivery. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed at least twenty-one (21) days prior to the meeting. In the case of any special meeting, said notice shall be mailed not less than seven (7) days prior to the meeting. Each notice will set forth the time, place, and purpose of the meeting. Additionally, the Board will deliver proxy forms, along with the meeting notice, which shall include a control number that is correlated to the list of Owners then entitled to vote. The board of directors shall 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 3 years from the date of the unit owners' association meeting. Upon notice being given in accordance with the provisions hereof, the failure of any Owner to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereof. Any Owner may waive any notice as to him or her.

**Section 11. Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum has not attended, a majority of the votes of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 12. Order of Business.** The Association will conduct all meetings in accordance with the most recent version of the Roberts' Rules of Order. The order of business at all meetings of the Association shall be as follows:

- A. Roll call;
- B. Notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Unfinished business;
- F. New business;
- G. Election of Officers (when so required);
- H. Reports of committees;

**Section 13. Meeting Materials.** At times, the Board may utilize meeting materials during an Association meeting. The Board will provide such materials, with the exception of any executive session meeting materials, to the Owners at the same time it is distributed to the Board.

### **ARTICLE III POWERS**

**Section 1. Powers and Duties.** The Association shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Association will have all of the powers and duties necessary for the administration of the affairs of the Condominium. Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the private roadways, Common Areas, including, but not limited to, the maintenance and replacement of the well and/or septic holding tank and associated piping leading to the common leach field and the leach field itself, and the open space areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Areas, including, but not

limited to, the well and above-referenced components of the septic systems, and the open space areas;

C. To make or cause to be made additional improvements on and as part of the Common Areas (subject to Article VI, Section 2, below);

D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to Condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;

E. To grant easements through the Common Areas and to accept easements benefiting the Condominium or any portion thereof;

F. The assessment and collection of the common expenses from the Owners, and the enforcement of liens to secure unpaid Assessments, pursuant to RSA Section 356-B:46, as amended from time to time, or any successor statute;

G. The adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium, the Common Areas or any portion thereof;

H. The general regulations of use and operations of parking areas;

I. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

J. Obtaining and administering insurance for the Condominium as set forth in the Declaration;

K. Repairing, restoring or replacing Common Areas after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the Bylaws;

L. Procuring legal and accounting services necessary or proper in the operation of the Condominium or the enforcement of these Bylaws;

M. The assessment of costs or damages against any Owner whose actions have proximately caused damages to the Common Areas;

N. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire Condominium or any part thereof which may in the opinion of the Association constitute a lien against the Condominium or against the Common Areas, rather than merely against the interests of particular Owners (where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

O. The management of all personal property of the Association and provision for trash removal at the Units;

P. All other powers granted by the Declaration or these Bylaws, permitted by law or enjoyed by associations of this kind.

**Section 2. Association Board.** The Association Board shall have all of the power enumerated in Paragraph A through P above except those enumerated in D and E above which are reserved for the Association.

**Section 3. Managing Agent.** The Association Board may, in its discretion, employ, as a common expense of the Condominium, a managing agent to assist it in managing the affairs of the Condominium. The Board can delegate to said agent the authority to perform any of the functions or exercise any of the powers set forth in subparagraphs A through P in the preceding Section 1, except those powers enumerated in Section D and E above which are reserved for the Association. The Association, in its discretion, may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law or these Bylaws. Unless disclosed in the managing agent's contract, the managing agent must reveal any referral fees for contract work performed for the Association and the amount and purpose of any fees, other than maintenance fees, provided by any Owner before each Association meeting. Each employee of a managing agent shall complete a background check prior to employment. The cost of the background check shall be borne by the managing agent.

## **ARTICLE IV OFFICERS AND BOARD OF DIRECTORS**

**Section 1. Designation.** The Board shall consist of five (5) Directors. The Officers shall consist of a President, Treasurer and Secretary. The Board shall have all the powers delegated to it by these Bylaws and by the Association. The Officers will not directly receive a salary, compensation or other financial benefit for service to the Association, unless this prohibition is waived on an annual basis with a 2/3 majority vote of the Association. The Board shall meet at least four times per year at the call of the President, during which unit owners shall be afforded a reasonable opportunity to comment on any matter affecting the association. If the President should fail to call a meeting of the Board within any four month period, a meeting may be called by any other Board Member. The Board shall keep minutes of their actions which shall be made available to all Owners within sixty (60) days after the meeting or fifteen (15) days after the Board approved the minutes, whichever occurs earlier. Meetings of the Board may be held telephonically or electronically, provided all Board Members are given actual notice thereof, are afforded a reasonable opportunity to participate therein, and at least three Board Members voted affirmatively upon any action taken. The Board shall present at each annual meeting, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business, condition and finances of the Condominium. No individual shall serve on the Board of Directors or act as a property manager, managing agent, or management company owner if the individual has been convicted of a felony, or has had a professional license terminated, or has been disbarred from the practice of law for the misappropriation or misapplication of client funds or any other financial malfeasance.

**Section 2. Election and Removal of Directors.** Prior to the first annual meeting of the Association, the Declarant shall appoint five (5) directors. Thereafter, at the first annual meeting of the Association, the Association of Unit Owners shall elect five (5) initial Directors, two initial



Directors shall serve for a term of one (1) year, and three initial Directors shall serve for a term of two (2) years. Thereafter, Directors shall be elected by the Association of Unit Owners to serve for a term of two (2) years, and Director terms shall remain staggered, such that approximately half of the total number of Directors shall be elected each subsequent year for their two (2) year term. Any Director may be removed at any time by a majority vote by the unit owners association with or without cause. However, the Director who may be removed must be afforded a reasonable opportunity to speak at a meeting regarding his or her removal, prior to the vote. Directors, except those designed by Declarant, shall consist only of Owners or spouses of Owners, or, where an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Owner. Each of the five (5) members of the Board shall own a unit different than that of the other four (4) members. A vacancy on the Board may be filled by the Board, which shall be authorized to appoint, by majority vote of the Board, a member to fill the remainder of any unexpired term.

**Section 3. Selection and Removal of Officers.** Prior to the first annual meeting of the Association, the Board of Directors appointed by the Declarant will appoint the officers. At the first annual meeting and thereafter, each Officer will be elected by the Board of Directors at their first meeting following the Association's annual meeting. Each Officer will be elected to serve for a term of one (1) year. Officers may be removed at any time by the Association, with or without cause. However, the Officer who may be removed must be afforded a reasonable opportunity to speak at a meeting regarding his or her removal, prior to the vote.

**Section 4: Liability of the Association Board.** No Member of the Board shall be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for his own individual, willful misconduct, bad faith or actions which are contrary to the provisions of the Declaration or of these Bylaws. The Owners shall indemnify and hold harmless each of the Board Members from and against (i) all contract or negligence liability to others arising out of contracts made by, and action taken or omitted by, the Board on behalf of the Owners unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such Board Members in connection with any threatened, pending or completed action, suit or proceeding unless the Board Members acted in bad faith or was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these Bylaws. It is intended that the Members of the Board shall have no personal liability (except as Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless made, taken or omitted in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board or out of the aforesaid indemnity in favor of the Members of the Board shall be limited to such proportion of the total liability thereunder as his Common Interest bears to the Common Interests of all of the Owners.

**Section 5. Powers of Officers.** The President shall serve as the Chief Executive Officer of the Association and shall preside at all meetings of the Board and the Association. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities. The Secretary shall keep the minutes of the Association and will give all

notices of all meetings as provided by these Bylaws. Notwithstanding the foregoing, the Association may, in its discretion, delegate powers to, or limit the powers of, any of the Officers.

**Section 6. Execution of Instruments.** All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such two persons as shall be provided by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President and by the Treasurer.

**Section 7. Board Action on Unit Owners' Requests.** The Board shall review and either grant or deny all Unit Owners' requests (with conditions if appropriate) as required or authorized under these By-Laws, the Declaration or the Condominium Rules.

## **ARTICLE V INTERIM MANAGEMENT BY DEVELOPER**

**Section 1. Developer Control.** From and after the date of the recording of these By-Laws, the Developer will exercise all powers and responsibilities assigned by these By-Laws, the Declaration and by the New Hampshire Condominium Act to the Association of Owners, and the Board until such time as it turns over said powers and responsibilities to the Owners. Said transfer of said powers and responsibilities shall in no event occur later than the first to occur of, (1) the time at which the Developer has completed the passing of title to third party purchasers of Units to which are assigned a total of 75 percent of the undivided interest in the Common Areas, or (2) the expiration of two years from the date of the incorporation of the Association. No contract binding the Association of Owners, or the Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control, unless ratified or renewed with the consent or affirmative vote of Owners of a majority of the Units in the Association.

Notwithstanding the conferral of rights upon the Association, such conferral shall not diminish or impinge upon the right of the Developer to construct the Condominium as approved or to exercise such other rights as the Developer shall have reserved or may otherwise enjoy.

## **ARTICLE VI COMMON EXPENSES**

**Section 1. Common Expenses.** The Owner of each Unit shall be liable for and shall pay as and when assessed a share of Common Expenses in proportion to his or her common interest (i.e. the undivided interest in the Common Areas as set forth in Exhibit "B" to the Declaration). Common Expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Condominium, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of an Owner) assessments, insurance, liability for loss or damage arising out of or in connection with the Common Areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the Common Areas, yard, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the Common Areas, and the cost of all

water and utility services to the Common Areas. The Common Expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common Expenses will also include all Common Expense Assessments against all Units, title to which is held by the Association.

Common Expenses shall first arise and be assessed upon each Owner when a certificate of occupancy has been issued by the Town of Windham and upon conveyance or rental of a Unit by the Declarant. Unless a completed Unit is retained and rented by the Declarant, the Declarant shall have no obligation to pay Association Common Expenses; however, the responsibility for maintenance of the Common Areas shall be the responsibility of the Declarant until such responsibility transfers to the prospective Owners per Article V of these Bylaws. The Declarant may offset any expenses incurred by it for Common Area upkeep and maintenance by applying Common Expenses assessed and collected for such purposes.

**Section 2. Capital Improvements.** Whenever in the judgment of the Association the Common Areas should be improved by new construction, the addition of land, or alteration of existing facilities not shown in the Condominium plans, any such additions, alterations or new construction may be made by the Association only after obtaining approval, of a quorum that is represented by at least 2/3rds of the Unit Owners, in person or by proxy, through a 2/3rds or greater affirmative vote of units voting. If such approval is so obtained, the cost thereof shall constitute a part of the Common Expenses.

**Section 3. Reserves.** The Association shall assess as a Common Expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and the Association may assess a general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the Common Areas or equipment or other property held by the Association in connection with the Condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Owner or Owners in the payment of Assessment. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

**Section 4. Expenses for Limited Common Areas.** Common Expenses relating to the Limited Common Areas shall be allocated as set forth in Article 7, Section D of the Declaration. . Additionally, the Board may establish a schedule of expenses associated with the maintenance and repair of "landscape features" selected as a purchase option by Unit Owners and/or as referenced in Article 7, Section C of the Declaration, and the Unit Owners who selected such landscaping features may be individually assessed in accordance with such schedule. Such assessment shall be additional

to that assessed as a proportionate share of the Common Expense referenced in Article VI, Section 1 of these Bylaws

**Section 5. Books.** The Association will maintain books of account for Common Expenses for the Common Areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. The Association will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

**Section 6. Enforcement.** The Association shall have a lien on every Unit for unpaid Assessments levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed. Payments for all Assessments are due and payable on the first day of each month. Payment shall be sent to the address designated by the Treasurer of the Association and shall be considered late if not received by the 14th day of the month. If an Owner shall fail to pay his Assessment when due, he shall pay an additional Assessment of \$10.00 per month for each such failure.

**Section 7. Assessments.** The Board shall determine the amounts and frequency of assessments. In determining the amount, the Board shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated Common Expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the Assessments on a monthly, quarterly, semi-annual or annual basis. If at the end of any Assessment period it is determined that the Assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Owners as a special Assessment or Assessments. Prior to the sale of a Unit, all Assessments shall be paid in full by the Unit Owner or otherwise prorated between Buyer and Seller, failing which any unpaid Assessment shall become the responsibility of the new Unit Owner.

**Section 8. Statement of Expenses.** Any Owner or purchaser of a Unit having executed a contract for the sale or purchase of the Unit shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Said request shall be in writing, directed to the President of the Association. Such statement will be issued within ten (10) business days from the receipt of said request, and failure to do so may result in the lien for unpaid Assessments being extinguished under RSA Section 356-B:46, VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association, and every other Owner. The Association may establish a fee to be charged to the Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

**Section 9. Proposed Budget.** The Board will adopt a proposed budget for the Association's general operating and reserve accounts. Within thirty (30) days of adopting the proposed budget, the Board will provide Unit Owners with a summary of the budget, including any reserves, along with a statement of how the reserves are calculated and funded. Additionally, the

Board must schedule an Association meeting to discuss the budget, which must be held between ten (10) to sixty (60) days after providing the budget summary. At this meeting, the Association will discuss and vote on the budget. The budget will be ratified unless 2/3 of all Owners of Units reject the budget. In the event the budget is rejected, the last ratified budget will remain in effect until a subsequent budget is ratified.

## **ARTICLE VII GENERAL PROVISIONS**

**Section 1. Abatement of Violations.** The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

A. To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Association and its agents (including but not limited to the Board Members and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass;

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including the Association's attorney's fees, which shall be borne by the defaulting Owner.

**Section 2. Waiver.** The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants which bind the Owners, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

**Section 3. Notices.** All notices to Owners shall be deemed given to the owner by United States Mail (Return Receipt Requested, if required by law), to all Owners of record at the address of their respective Units or to such other addresses as any of them may have designated in writing to the President or Treasurer, or by electronic means if unit owner has so authorized in writing, or by hand delivery. Any notice given or mailed to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner.

**Section 4. Amendment.** These By-Laws may be amended at any time upon compliance with the requirements of Article 18 of the Declaration, and any other or further restrictions imposed by the Act, as amended from time to time, or any successor statute. Any amendment to the condominium instruments that requires approval of mortgagees on units may be satisfied by the recording of an affidavit by the President of the Association that written request for such approval was sent to the last known address of the mortgagee and that the mortgagee failed to respond within 60 days.

**Section 5. Notices to Prospective Purchasers of Units.** In the event of any resale of a Unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

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

B. 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 Association;

C. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

D. A statement of the status of any pending suits or judgments in which the Association is a defendant;

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

F. A statement that any improvements or alterations made to the Unit or the Limited Common Areas assigned thereto by the prior Owner are not known to be in violation of the development instruments.

G. A copy of the Condominium Declaration, Bylaws and any formal rules of the Association.

H. A statement of the amount of monthly and annual fees, and any special assessments made within the last three (3) years. The President of the Association shall furnish the above-referenced information upon the written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

**EXECUTED** as of the day and year first above written.

**EIGHTY MAMMOTH ROAD LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, Manager  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared \_\_\_\_\_, duly authorized Manager of Eighty Mammoth Road LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

S:\NF-NZ\Nickerson, Eric\Windham Meadows\Bylaws 112805.rtf