

After recording, return to:
 Bernstein, Shur, Sawyer & Nelson, PA
 670 North Commercial Street, Suite 108
 P.O. Box 1120
 Manchester, New Hampshire 03105-1120

FIRST AMENDMENT

TO DECLARATION OF WINDHAM MEADOWS PHASE II CONDOMINIUMS RECORDED AT BOOK 4611, PAGE 162 ROCKINGHAM REGISTRY OF DEEDS (the Declaration), AND TO BYLAWS OF WINDHAM MEADOWS PHASE II CONDOMINIUMS RECORDED AT BOOK 4611, PAGE 180 ROCKINGHAM REGISTRY OF DEEDS (the Bylaws) WINDHAM, NEW HAMPSHIRE

The undersigned hereby amends the Declaration recorded at the Rockingham County Registry of Deeds in Book 4611, Page 162, and the Bylaws recorded at the Rockingham County Registry of Deeds in Book 4611, Page 180 as follows:

WHEREAS, the condominium association known as Windham Meadows Phase II Condominiums, P.O. Box 622, Windham NH 03087, having called a special meeting of the unit owners association in accordance with the Bylaws, Article 2, on the 22nd day of March, 2012, and by unanimous vote of a 2/3 majority of unit owners present, voted in the affirmative to approve a motion to amend the Declaration and Bylaws 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 2. NAME OF CONDOMINIUM: is repealed and replaced with the following:

The Condominium established hereby shall be known as **WINDHAM MEADOWS II CONDOMINIUM ASSOCIATION**.

In addition, all references to "Windham Meadows Phase II Condominiums" contained in the Declaration are replaced with "Windham Meadows II Condominium Association" to conform with the amendment to Article 2.

THEREFORE, the Bylaws are hereby amended, pursuant to Article VII, Section 4 of the Bylaws as follows:

036805

2012 JUL 26 AM 11:02

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

- I. Each and every reference to "Windham Meadows Phase II Condominiums" contained in the Bylaws is replaced with "Windham Meadows II Condominium Association".

II. **Article II, Section 7** is repealed and replaced with the following:

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.

III. **Article IV, Section 2** is repealed and replaced with the following:

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. Directors, except those designated 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.

IV. **Article IV, Section 3** is repealed and replaced with the following:

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. Officer may be removed at any time by the Association, with or without cause.

V. **Article VI, Section 6** is replaced in its entirety with the following:

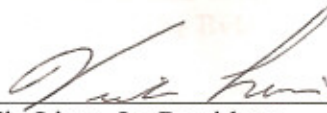
Section 6. Enforcement. The Association shall have a lien on every Unit for unpaid Assessments levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute,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


IN WITNESS WHEREOF, the Unit Owners of the Windham Meadows II Condominium Association have caused this Amendment to the Declaration and Bylaws of Windham Meadows Phase II Condominiums to be executed this 24th day of May, 2012, for the purposes contained therein.

**WINDHAM MEADOWS II
CONDOMINIUM ASSOCIATION**


Witness ROSS JOHNSON

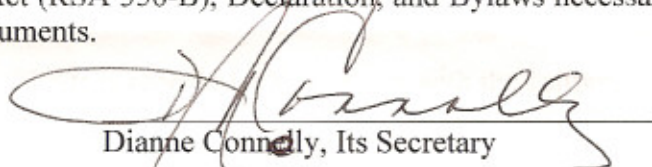
By 
Vic Lima, Its President


Witness Victor Lima

By 
Tom McGourty, Its Treasurer

CERTIFICATION OF THE SECRETARY

I, Dianne Connelly, Secretary of the Windham Meadows II Condominium Association do hereby certify that the above amendments were approved by one hundred (100%) percent of the Unit Owners in attendance at the Special Meeting held on March 22, 2012 in Windham, New Hampshire, and the Special Meeting and votes complied with the requirements of the Condominium Act (RSA 356-B), Declaration, and Bylaws necessary for amending the condominium instruments.


Dianne Connelly, Its Secretary

As of 3/22/12
WINDHAM MEADOWS II
CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

These Condominium Rules and Regulations are adopted for the benefit of Owners of Condominium Units as the Windham Meadows Phase II Condominiums. They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the Condominium, and protecting and enhancing the value of the Owner's property. They are not designed to unduly restrict or burden the use of the property.

All Owners at the Condominiums and their families, tenants, guests, invitees, and licensees are expected to abide by these Rules which are meant to supplement the provisions of the Declaration and By-laws.

1. ADDITIONS TO EXTERIOR OF BUILDING: Changes or additions, hanging plants, name signs, designs, etc. affecting the appearance of the exterior of buildings are to be made only with the consent of the Board of Directors of the Condominium ("The Board"). Installation of Satellite dishes less than (39") one meter in size, as well as installation of TV antennas and wireless cable antennas, are all subject to the protections of federal law and may be installed on the side or rear of the unit, or limited common area, provided that such installation complies with local building codes, life safety codes and that an Installation plan/request has been submitted to and approved by the Board prior to installation. The unit owner will be responsible for all damages caused by the installation and or any voided warranties related to materials on installation surface (ie vinyl siding, roofing, etc.). Standard American Flags only may be flown outside or attached to the outside of Units.
2. NOISE: Everyone will be expected to exercise extreme care to avoid unnecessary noise and at no time are musical instruments, radios, phonographs, or television to be so loud as to disturb others. Noise levels shall be reduced after 10:00 p.m. so that neighbors are not disturbed.
3. LITTERING: There will be no littering. Paper, cans, bottles, cigarette butts, food, pet debris and other waste are to be disposed of only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area.
4. OUTDOOR EQUIPMENT: Bicycles, sporting goods, toys, cooking equipment, baby carriages, and other personal articles and equipment, shall not be left outside of a Unit, and when in use outside of a Unit shall be maintained and used in accordance with Rule 5. Deck and lawn furniture may be used and left on decks and patios and/or the limited common land area adjacent to each Unit.
5. IMPROPER USE OF COMMON AREA: There shall be no use of Common Areas which injures or scars the Common Area or the trees or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of The Condominium.

6. OUTSIDE ACTIVITIES: There shall be no organized sports activities, picnicking or fires in Common Areas except in areas approved by The Board. Gas grills and charcoal fires are allowed in the limited common land area adjacent to each Unit and provided that such fires are carefully guarded and not hazardous to buildings or property.
7. PLANTINGS: Owners will be permitted to plant shrubs, vegetables and flowers in the limited common area associated with their Unit and in areas approved by The Board. Such plantings shall be at the Owner's expense and subject to standards as to location, use and maintenance established by The Board from time to time.
8. SPEED LIMIT: The speed limit for all vehicles within The Condominium is 10 mph.
9. CHILDREN AND GUESTS: Owners and tenants shall be held responsible for the actions of their family, guests, invitees and licensees. If occupancy by tenants or guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive tenants or guests leave.
10. PAYMENT OF ASSESSMENT: Payments for all Assessments for Common Expenses are due and payable by check or money order on the first day of each month. Payment shall be sent to the address designated by the Treasurer of the Association. The assessment 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.
11. CONSENT REVOCABLE: Any consent or approval of The Board or its authorized agent given under these Rules and Regulations shall be revocable at any time.
12. COMPLAINTS: Complaints or violations of these Rules and Regulations should be made to The Board or its authorized agent either orally or in writing. If the complain is made to the authorized agent and the Owner is not satisfied with the results, or if there is no authorized agent at that time, the complaint should be made in writing to The Board. If The Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by The Board as to what action, if any, has been taken.
13. AMENDMENT: These Condominium Rules may be revised in any way at any time by The Board as conditions warrant, provided that a written communication is sent to each Owner advising him of the change.
14. PETS: No animals, livestock, or poultry, except domesticated household pets including cats and dogs; no more than two (2) dogs shall be allowed, and dogs are to be leashed at all times when outside of the Unit.