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EXHIBIT C, Part 1

**RK2622 P1869**

SPRINGBROOK CONDOMINIUM

BY-LAWS

OF

SPRINGBROOK CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

PURPOSE AND SCOPE AND OTHER  
INTRODUCTORY PROVISIONS

1. Purpose. The following By-Laws of Springbrook Condominium Association (hereinafter called the Association) shall govern the operation of the Condominium created by the Declaration of Springbrook Condominium of which these By-Laws are made a part. The Association 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 by the Association by virtue of the Act and the Declaration.

2. Applicability. These By-Laws are applicable to all property of the Condominium and to the use, occupancy, sale, lease or other transfer of any interest therein. All present and future holders of any interest in any Condominium Unit in the Condominium shall hold such interest subject to these By-Laws as well as to the Declaration and the Residency Rules promulgated thereunder. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, lessee or Occupant has accepted and ratified and will comply with these By-Laws, the Declaration and the Residency Rules.

3. Nature of Organization. The Association is organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire. The Association is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "condominium property" as those terms are defined in the Internal Revenue Code of 1954. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the Association.

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4. Principal Office. The principal office of the Association shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

5. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the meanings specified in the Declaration or in Section 3 of the Act. The singular includes the plural where the context so requires.

## ARTICLE II

### MEMBERSHIP AND VOTING PROVISIONS

1. Membership. All present and future Unit Owners, acting as a group in accordance with the Act, the Declaration and these By-Laws, shall be members of and shall constitute the Association. Transfer by a Unit Owner of his interest in the Condominium, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Unit is vested in more than one person, all persons having an interest in a Unit shall be members eligible to attend meetings and to hold office, but the vote of a Unit shall be cast as hereinafter provided in Section 2 of this Article.

2. Voting. (a) Each Unit at the Condominium shall have one vote in the Association. The vote pertaining to a Unit shall not be divisible and shall be cast as hereinafter provided.

(b) Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit. If more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. If a protest is made to the person presiding over the meeting, the vote of such Unit, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.

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(c) The vote 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 in which the Unit Owner is more than one person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). 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 is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.

(d) Unless otherwise provided in the Act or the Declaration or these By-Laws, a majority of the votes cast by Unit Owners in good standing present in person or represented by proxy at any meeting of the Association shall decide any question brought before such meeting. If fifty percent (50%) or more of the votes in the Association appertain to twenty-five percent (25%) or less of the units, then in any case where a majority vote is required by the condominium instruments or by this chapter, the requirement for such a majority shall be deemed to include, in addition to the specified majority of the votes, assent by the unit owners of a like majority of the units. A Unit Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys' fees, penalties and other charges, if any, properly chargeable to him.

(e) If the Declarant owns or holds title to one (1) or more Condominium Units, the Declarant shall be entitled to cast the votes appertaining to such Condominium Units at any meeting of the Association.

(f) Anything in this ARTICLE to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Condominium Unit during any period of time in which the owner thereof is the Association.

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**ARTICLE III**

**MEETINGS OF THE ASSOCIATION**

1. Place. All meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary.

3. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast more than twenty-five percent (25%) of the votes are present in person or represented by proxy at the beginning of such meeting. In the absence of a quorum at any meeting or any adjournment thereof, the Unit Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Unit Owners holding the requisite amount of voting power shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.

4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instrument at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held on the third Saturday in June at 10:00 A.M.

5. Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and shall be called upon written application therefor to the Secretary of the holders of at least fifteen percent (15%) of the voting power in the Association.

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SPRINGBROOK CONDOMINIUM ASSOCIATION  
AMMENDMENTS TO THE BY-LAWS  
ADOPTED SEPTEMBER 11, 1993

ARTICLE II, Membership and Voting Provisions

Add at the end of existing Section 2.(c): "Proxies may be used to vote only on issues contained on the ballot included with the meeting notification. They may not be used for voting on any other motions." This paragraph now reads:

(c) The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on the behalf of the Unit Owner or, in cases in which the Unit Owner is more than one person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). 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 is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy. Proxies may be used to vote only on issues contained on the ballot included with the meeting notification. They may not be used for voting on any other motions.

ARTICLE III, Meetings Of The Association

Rewrite existing Section 2. Notice. to read: "Notice of all meetings of the Unit Owners Association shall be sent by the Secretary of the Association or his agent, to all owners of record, at least twenty-one (21) days in advance of any meeting. Said notice shall state the time, place, and purpose of the meeting and shall be sent by United States mail in the form designated by New Hampshire RSA 356-B: 37. An affidavit attesting that the notice was sent to all homeowners of record and the class of mail used shall be attached to the current mailing list and be available for inspection by homeowners in attendance at the meeting. Such affidavit shall be retained as part of the meeting minutes." This section now reads:

Section 2. Notice. Notice of all meetings of the Unit Owners Association shall be sent by the Secretary of the Association or his agent, to all owners of record, at least twenty-one (21) days in advance of any meeting. Said notice shall state the time, place, and purpose of the meeting and shall be sent by United States mail in the form designated by New Hampshire RSA 356-B: 37. An affidavit attesting that the notice was sent to all homeowners of record and the class of mail used shall be attached to the current mailing list and be available for inspection by homeowners in attendance at the meeting. Such affidavit shall be retained as part of the meeting minutes.

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6. Organization. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Unit Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore who shall be sworn to the faithful discharge of his duties as such secretary pro tempore before entering thereon.

7. Attendance By Management Firm. The Management Firm, 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. General Powers and Duties. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by the Act, the Declaration and these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association and the Condominium including, without limiting the generality of the foregoing, the following:

(a) To exercise all powers specifically set forth in the Act, the Declaration, the Articles of Agreement of the Association and these By-Laws.

(b) To prepare an annual budget and utilize the same for the establishment of the assessment against each Unit Owner for Common Expenses.

(c) To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association and of the Condominium.

(d) To require that all directors, officers, employees and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds, and to pay the premiums therefore as Common Expenses.

(e) To make assessments, against Unit Owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.

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(f) To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.

(g) To provide for the operation, care, upkeep, maintenance, repair and replacement of the Common Areas.

(h) To establish, promulgate and enforce the Residency Rules.

(i) To employ, control and dismiss the personnel necessary for the maintenance and operation of the Common Areas; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies and material to be used by such personnel.

(j) To engage the services of attorneys, accountants, architects and other professionala as the need arises.

(k) To enter into one or more Management Agreements and to delegate to the Management Firm which is a party to any such Management Agreement all of the powers and duties of the Board of Directors except such as may not, under the Act and the Declaration, be delegated.

(l) To procure, maintain and administer insurance as required by the Declaration and these By-Laws.

(m) To designate one or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.

(n) To do any and all such other things not inconsistent with the Act, the Declaration or these By-Laws as may be authorized or directed by a resolution of the Association.

2. Number, Qualifications and Term of Office. The number of directors of the Association shall be not less than three (3) nor more than seven (7), all of whom shall be of lawful age and all of whom, except for directors designated by the Declarant pursuant to ARTICLE XVI of the Declaration, shall be Unit Owners. Within such limits, the number of directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting, except that no such action shall be effective to remove any director then in office. In case the number of directors shall be increased, additional directors may be elected by the vote of the majority of the directors in office at the time of such increase. Each director shall continue in office until the annual meeting of the Association next ensuing

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**SPRINGBROOK CONDOMINIUM ASSOCIATION  
AMMENDMENTS TO THE BY-LAWS  
ADOPTED SEPTEMBER 11, 1993**

**ARTICLE IV. Board of Directors**

Add at the end of Section 1. the following paragraph:  
"(o) The Board of Directors shall have the right to assess any Unit Owner who fails, or whose tenants fail, to adhere to any RULE or BYLAW after being notified in writing of being in violation of said RULE or BYLAW. The unit owner shall immediately comply and/or remedy the violation after notification. Any such assessment shall not exceed one hundred dollars (\$100.00) per violation and the total amount of any assessment shall not exceed five hundred dollars (\$500.00). All of said assessments shall be set at the sole discretion of the Board of Directors and shall constitute special assessment against the unit pursuant to Article 10 of the Declaration."



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and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased, subject to the provisions of Section 40 I and Section 40 II of the Act, to be a Unit Owner.

3. Quorum And Manner Of Acting. A majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting; but less than a quorum may adjourn the meeting. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting except as may otherwise be provided by the Act, or by the Declaration, or by the Articles of Agreement of the Association or by these By-Laws.

4. Place Of Meeting. The Board of Directors may hold its meetings, have one or more offices, and, except as otherwise required by the Act or the Declaration, keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

5. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

7. Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two directors at the time being in office. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held.

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Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.

8. Attendance By Management Firm. The Management Firm, if there shall be one, shall be entitled to receive notice of and to send a representative to all meetings of the Board of Directors.

9. Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. 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. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors.

10. Removal Of Directors. Subject to the Declarant's reserved rights of control as set forth in ARTICLE XVI of the Declaration, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes cast by Unit Owners at a special meeting of the Association called for the purpose.

11. Vacancies. Subject to the Declarant's reserved rights of control as set forth in ARTICLE XVI of the Declaration, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled either by a majority vote of the remaining directors, though less than a quorum, or by the Association at the next annual meeting of the Association or at any special meeting called for that purpose.

12. Compensation. Directors shall receive such compensation, if any, for their services as directors as may be fixed from time to time by vote of the Association at any annual or special meeting.

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**ARTICLE V**

**FIDELITY BOND**

Notwithstanding any discretion that may vest in the Association's Board of Directors under Article IV, Section 1(v) of the Bylaws, the Association's Board of directors shall require all directors, officers, employees and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association to furnish adequate fidelity bonds, the premiums of which shall be paid by Unit Owners as Common Expenses. Such fidelity bonds shall be adequate if they provide coverage equal to the maximum funds in the custody of Association or equal to the sum of 3 months assessment on all units plus the Association's reserve funds. The Board shall be required to see that such fidelity bonds provide for 10 days written notice to the Association and to all holders of first mortgages on the units before the bond can be cancelled or substantially modified for any reason. The Association shall be named as obligee with respect to such bonds.

**ARTICLE VI**

**OFFICERS**

1. Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. One person may hold the offices and perform the duties of more than one of said officers, except that one person shall not perform the duties and hold the offices of both President and Secretary.

2. Election; Term Of Office And Qualifications. The officers shall be chosen annually by the Board of Directors. Each officer shall be of lawful age. Each officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.

3. Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose.

4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at

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the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

6. The President. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

7. The Vice President. The Vice President (if one shall be elected) shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

8. The Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

9. The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

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10. Compensation. Officers shall not receive any compensation from the Association for their services as officers.

ARTICLE VII

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners. (a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year here-in established shall be subject to change by the Board of Directors.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, and any parts of the units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen days in advance of the fiscal year to which the budget applies or to when the quarterly reassessment will take effect. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. One-twelfth of the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the

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Owners of Units by the Board as of the first day of each month throughout the fiscal year. Such assessments may be reassessed as changes in expected utility costs occur. Assessments shall be made on these dates against each Owner in proportion to his undivided interest, and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's undivided interest, be credited according to each owner's undivided interest in the Association to the next monthly installment due from owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's undivided interest to the installments due in the months after the rendering of the accounting.

(d) Reserves. The Board of Directors may build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which may be funded by regular monthly payments, as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners Association, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Rockingham County Registry of Deeds and ending on the last day of the fiscal year in which their election

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occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. In addition, each new owner shall at the time of taking title, pay to the Association a sum equal to two months' assessment as working capital for the Association.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VII. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within ten (10) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of the maximum allowable fee under the Condominium Act shall be required as a prerequisite for issuance of such a statement. Said fee presently equals \$10.00. If a mortgagee of a first mortgage of record or purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or pur-

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chaser, its successors and assigns shall not be subject to a lien for, the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective undivided interests.

~~3. Penalties for Nonpayment of Assessments; Collection. As provided in Section 1 of this Article VII, monthly installment payments of assessed Common Expenses shall be due on or before the first day of each month. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but need not) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine and may, in the discretion of the Directors, carry a late charge in the amount of \$25.00 or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorneys' fees for collection as hereinafter provided. The Board of Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any Owner which remain unpaid for more than ten (10) days from the due date for payment thereof.~~

4. Maintenance and Repair. (a) By the Board of Directors. Except as otherwise provided in Section 4(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner), of all of the Common Area, whether located inside or outside of the Units, the cost of which shall be charged to all Owners as a Common Expense.

(b) By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, any interior walls, finished interior surface of ceiling and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other. In addition, each Owner shall be responsible for performing the normal



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ARTICLE VII, Section 3. Rewrite entire section. This section now reads:

3. Penalties for Nonpayment of Assessments; Collection. (a) All monthly condominium fees are due by the first day of the calendar month for which they are scheduled.

(1) Fees not received one month after the due date are delinquent and subject to an automatic \$25.00 fine. The unit owner will be notified by statement.

(2) Fees uncollected after 60 days:  
Late fee continues to grow at a rate of \$25.00 per month until the past due balances are eliminated ( $\$25 + \$25 = \$50$ ).  
All privileges of owners or tenants are suspended, (i.e. voting, use of pool, tennis courts, etc.).  
Lien is placed on Unit.

(3) Fees uncollected after 90 days:  
Late fees continue ( $\$25 + \$25 + \$25 = \$75$ ).  
Delinquent account turned over to collection agency.

(b) All delinquent accounts will receive a monthly statement indicating:

- Total amount in arrears (number of months owed).
- Late fees
- Fines
- Legal costs
- Total amount due

(c) All monies received will be applied as follows:  
Oldest arrears  
Current charges

(d) If hardship is shown by the homeowner, these procedures can be overturned by a majority vote of the Board of Directors.

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maintenance for any Limited Common Area pertaining to his Unit including keeping it in a clean, neat and sanitary condition. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of the same quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the Board of Directors.

(d) Snow Removal; Maintenance of Parking Area and Parking Spaces. The Board of Directors shall be responsible for the maintenance, repair and removal of snow from the parking area and parking spaces of the Condominium. In order to facilitate this maintenance, vehicles must be removed from parking spaces and parking areas during periods of time as posted for maintenance and snow removal. The Board of Directors may direct vehicles of Unit Owners and their licensees parked in violation of such posted no parking periods to be towed at the Owner's expense and the Owners and licensees shall have no claim for any damage to their vehicles as a result of such towing. Vehicles will not necessarily be towed to allow snow removal; but the Owner of a vehicle shall become responsible for snow removal in a parking space occupied by his vehicle during plowing.

5. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the Owners holding a majority of the votes in the Unit Owners Association, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Ten Thousand Dollars (\$10,000) or less during any period of twelve (12) consecutive

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months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his Unit or Limited Common Area, including the doors and windows, or of any fence, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

7. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over, and to establish rules governing, the use of the Units. Violation of any of such rules shall not be permitted and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator. Copies of such rules, which shall not be inconsistent with the Act, the Declaration or these Bylaws, shall be delivered to each Unit Owner.

8. Right of Access. An Owner shall grant a right of access to his Unit and adjacent Limited Common Area to the Board of Directors and the Manager, if any, and to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechan-

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ical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

**ARTICLE VIII**

**INSURANCE**

1. Purchase of Insurance. (a) The Association shall obtain and maintain in force insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Unit Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Unit Owners, without naming them, and as Agent for their Institutional Lenders.

(b) Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Unit Owners. All such policies shall provide that payments for losses thereunder shall be made to the Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

2. Coverage. (a) Casualty. All buildings, improvements and structures which are included in the Condominium, including buildings, improvements and structures in the Common Areas, and all personal property in the Common Areas, shall be insured in an amount equal to the full replacement value thereof, all as determined annually by the Board of Directors. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and
- (ii) All such other risks and perils as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings included in the Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement.

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(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Management Firm, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Unit Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000 for injury to or death of one person, not less than \$1,000,000 for injury to or death of more than one person in the same occurrence; and not less than \$250,000 for damage to property. A single limit policy in the amount of \$1,000,000 shall be deemed compliance with the foregoing sentence. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of a Unit Owner for negligence occurring within his Unit or his Limited Common Area. Such insurance shall also provide coverage for any liability that results from law suits related to employment contracts to which the Association is a party.

(c) Workmen's Compensation. The association shall procure and maintain workmen's compensation insurance as required by law.

(d) Other Insurance. The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing, insurance upon owned and non-owned motor vehicles.

3. General Insurance Provisions. (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvement within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 2 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 2 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees

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and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control;" (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums; (viii) shall recognize an Insurance Trust Agreement should the Association enter into one; (ix) shall contain a "loss payable" clause showing the Association as trustee for each unit owner and the holder of each unit's mortgage; and (x) shall contain the standard mortgage clause naming the mortgagees of the units.

4. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VIII. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 2 above, and each Owner hereby

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assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Paragraph 2 hereof, of any such improvements.

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

5. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent by U.S. Mail, return receipt requested, to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand delivered by the Secretary or Manager, provided the Secretary or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

#### ARTICLE IX

##### REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of

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the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

2. Procedure for Reconstruction and Repair. (a) Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners Association.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

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

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.



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(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

(d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE X

SALES, LEASES, AND ALIENATION OF UNITS

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

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Unit, except as provided in Section 2 of Article VII, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners

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ARTICLE X, Sales, Leases, and Alienation of Units. Delete existing Section 2. and replace with a new Section 2. Leasing of Units, to read:

Section 2. Leasing of Units. (a) No owner shall be permitted to lease his Unit unless and until he, or his personal representative, shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Unit, except as provided in Article VII, Section 2, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. Owners shall be permitted to lease their Units so long as the lessees thereof occupy and use the leased premises in accordance with the Condominium Documents. No owner shall execute a lease without including therein a copy of the current Residency Regulations of the Springbrook Condominium and a recordable statement certifying that such owner is not obligated for any outstanding assessments previously levied against the owner's Unit.

(b) In the event that any Unit Owner shall contract to lease his Unit, he shall send a copy of the lease, with the rules and regulations included, to the Secretary to the Association within ten (10) days of execution of such lease. The failure of any Unit Owner to send a copy of the executed lease, including the rules and regulations, to the Secretary of the Association or his designee may result in a fine of One Hundred dollars (\$100.00), which shall constitute a special assessment against that Unit.

(c) Failure of an owner to pay in full all expenses described in paragraph (a) above prior to leasing a Unit may result in attachment of rents to recover all unpaid expenses and resulting legal costs in accordance with Article XV, Section 1.

ARTICLE X, Sales, Leases and Alienation of Units. Add new Section 3. Sales Of Units, to read:

Section 3. Sales Of Units. (a) No owner shall be permitted to convey, mortgage, sell, give, or devise his Unit unless and until he, or his personal representative, shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Unit, except as provided in Article VII, Section 2, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. In the event that any Unit Owner shall contract to sell or transfer title to his Unit, he shall notify the Secretary to the Board of Directors within ten (10) days prior to such sale. The Board of Directors shall provide the Seller with a certificate complying with New Hampshire Revised Statutes Annotated 356-B:58, stating that all assessments relating to the subject Unit have been paid. Such certificate shall be recorded in the Rockingham County Registry of Deeds. In the event that such assessments shall not have been paid and the Seller of a Unit shall not satisfy such amount as of the date of the sale, the Board of Directors shall not issue the certificate.

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Section 3. Sales Of Units. (continued)

(b) The failure of the Seller of any Unit to acquire the said certificate shall bind the purchaser/grantee to pay and satisfy any unpaid assessments of the Seller and the Board of Directors shall have the right to assert all of its remedies against such purchaser/grantee for any such unpaid assessments.

(c) The failure of any Unit Owner to notify the Board of Directors of any proposed sale shall result in a fine of One Hundred dollars (\$100.00), which shall constitute a special assessment against that Unit.

(d) Upon the transfer or sale of any Unit at Spring Brook the buyer of said Unit will be assessed a sum equal to two months condominium fees as a contribution to the capital of the Association and/or an operating reserve. This assessment is to be collected at closing by the selling or conveying party or his agent and is to be delivered to the Unit Owners Association or its agent within 5 days of recording the Unit deed.

ARTICLE X, Sales, Leases and Alienation of Units. Renumber existing Section 3. to Section 4.

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Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within ten (10) days of receipt of such request by the Board or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

4. Statements to Prospective Purchasers. In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Owners Association, prior to the contract date of the disposition, the following:

(a) Appropriate statements pursuant to Section 2 of Article X hereunder and RSA 356-B:46, VIII;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners Association within the current or succeeding two 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 of Directors;

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

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

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

(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.

The Board of Directors shall furnish the statements prescribed above upon the written request of any prospective Unit

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Owner within ten (10) days of the receipt of such request by the Board or the Manager.

ARTICLE XI

AMENDMENTS

1. Manner of Amendment. These Bylaws may be amended only by the vote of the Owners of Units to which 2/3rds of the voting power of the Association appertains, provided that no amendment to these Bylaws shall be effective which violates the provisions of Article 9 of the Declaration, which is hereby incorporated herein by reference.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XIII

MORTGAGES

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

2. Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any 60 day delinquency in the

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payment of assessments or charges due from the Owner of the mortgaged Condominium Unit.

3. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceedings.

4. Notice of Damage. The Board of Directors shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000) and the Board is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

5. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

6. F.H.L.M.C., F.N.M.A., First Mortgagees. Notwithstanding another provision of this Declaration, the Bylaws or the rules, Declarant and all subsequent Unit Owners hereby agree as follows:

(a) That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in the Declaration, such right of first refusal shall not impair the rights of a first mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) Sell or lease a Unit acquired by the first mortgagee through the procedures set forth in subsections (i) and (ii) above.

(b) That any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt

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from any right of first refusal adopted by the Unit Owners and incorporated in this Declaration;

(c) That any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area of the Condominium project, unless all of the first mortgagees holding mortgages on the individual Units at the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Board of Director Unit Owners Association by amendment to the Bylaws or otherwise, shall be entitled to:

- (i) By act or omission seek to abandon or terminate the Condominium;
- (ii) Change the pro rata interest or obligations of any Unit (1) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) for determining the undivided fractional interest of each Unit in the Common Area;
- (iii) Partition or subdivide any Unit;
- (iv) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause); or
- (v) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

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ARTICLE XIV

NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Unit Owners Association, the Board of Directors or the Manager, if any, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

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

ARTICLE XV

COMPLIANCE AND DEFAULT

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

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, which actions may be pursued singly or concurrently.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants,



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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 of Directors. 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.

Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any 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 or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(d) Interest. In the event of a default by any Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owners in the amount of \$25.00 or such other amount as the Board of Directors may determine.

(e) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager, if any, the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist

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therein contrary to the intent and meaning of provisions hereof, and the Board of Directors or Manager 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; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

ARTICLE XVI

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.
2. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.
6. Interpretation. The provision of these By-Laws shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

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The foregoing were adopted as the By-Laws of Springbrook Condominium, a condominium association, not for profit, organized under the laws of the State of New Hampshire, at the first meeting of the Board of Directors on the 14<sup>th</sup> day of March 1985.

  
Secretary

APPROVED:

  
President