

# **LEDGEWOOD HILLS CONDOMINIUM**

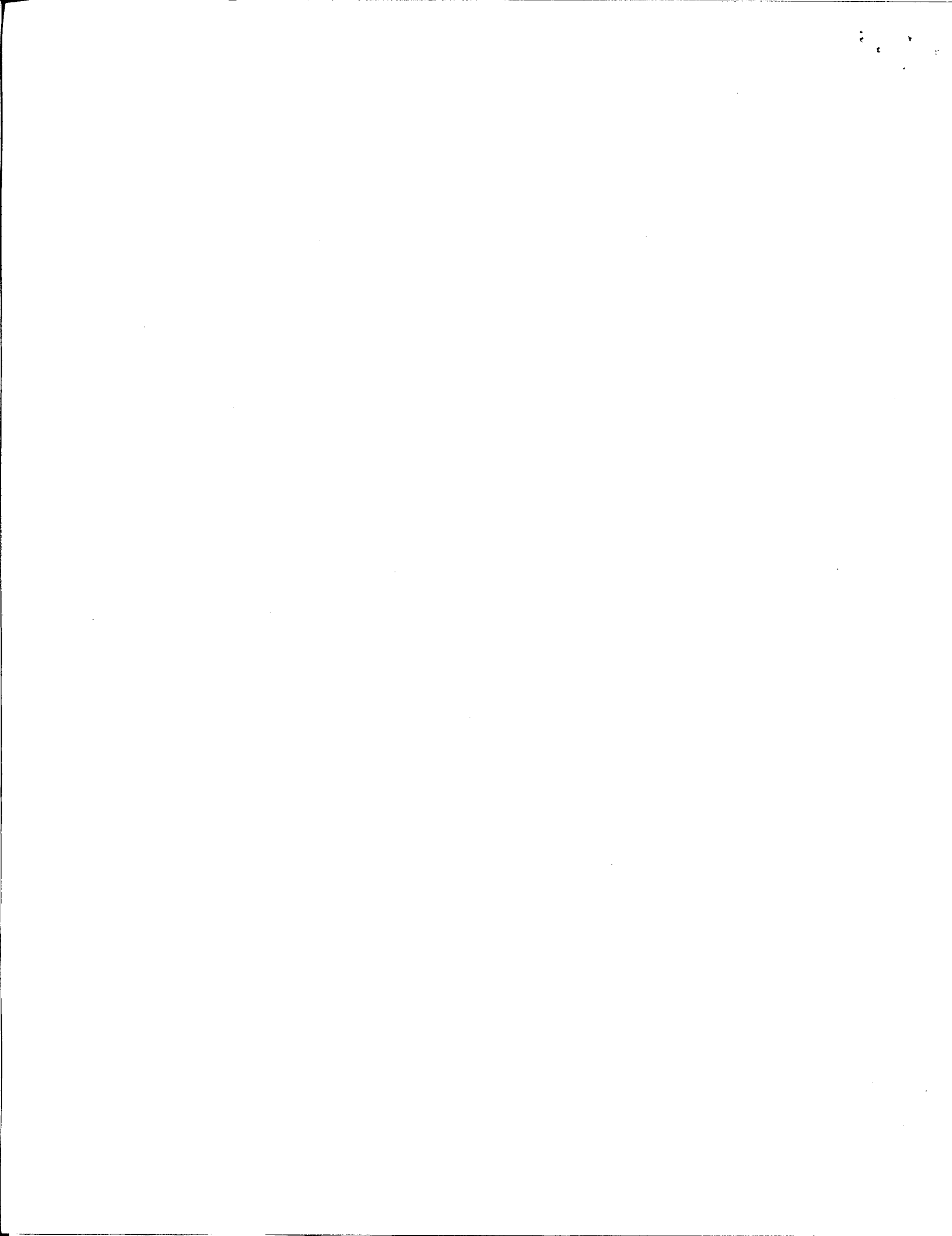
**West Hollis Street**

**Nashua, New Hampshire**

## **AMENDED AND RESTATED DECLARATION (Including BYLAWS)**

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**Dated: January, 1999**



**AMENDED AND RESTATED DECLARATION AND AMENDED BYLAWS OF  
LEDGEWOOD HILLS CONDOMINIUM**

**DECLARATION**

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- 2. Diagrams of Common Area and Unit Boundaries**
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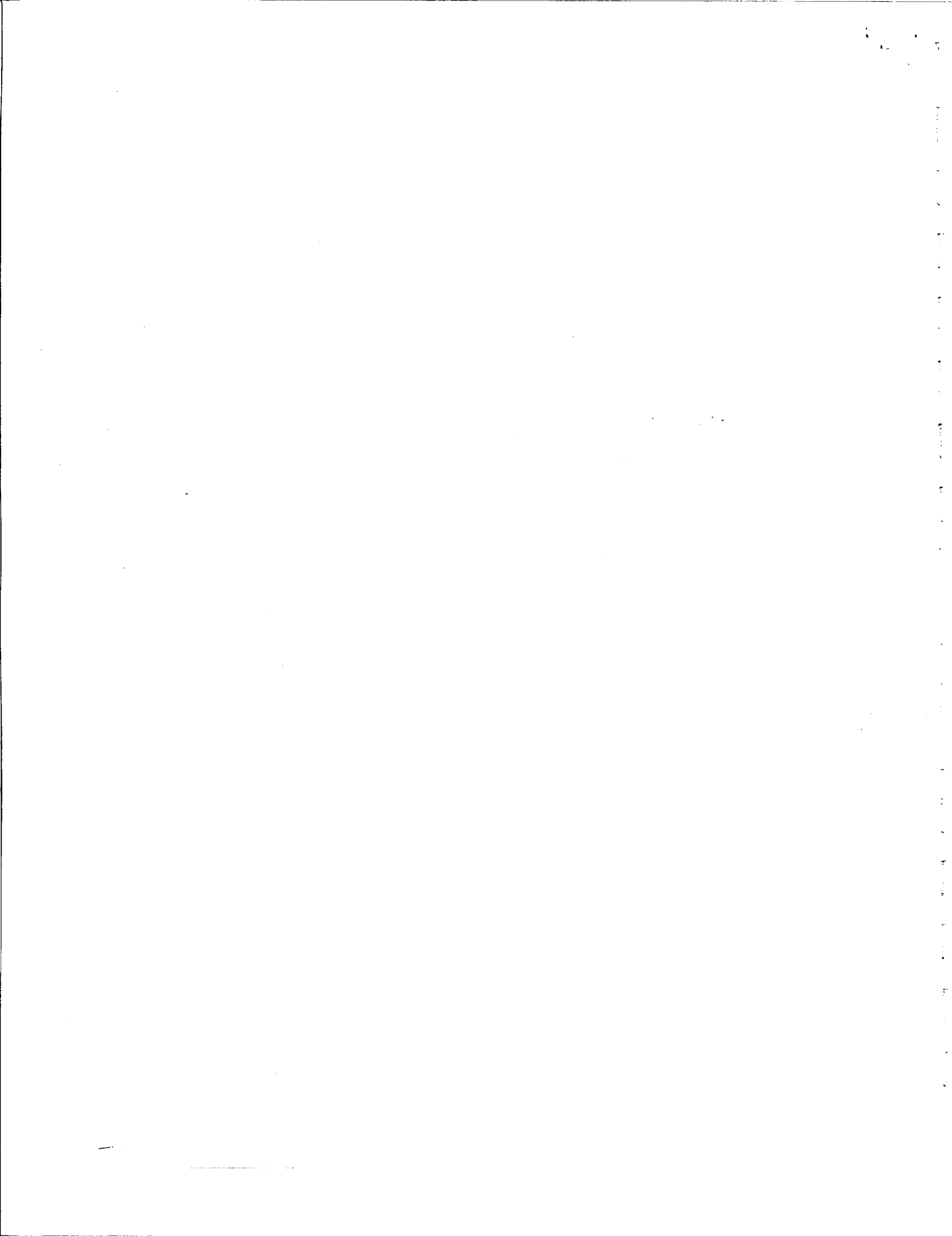
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**AMENDED AND RESTATED DECLARATION AND BYLAWS**  
**OF**  
**LEDGEWOOD HILLS CONDOMINIUM**

NOW COME the Unit Owners of Ledgewood Hills Condominium, and hereby amend and replace the prior Declaration and Bylaws of Ledgewood Hills Condominium, recorded in the Hillsborough County Registry of Deeds at Book 3248, Page 664 and at Book 3856, page 228, and as amended of record (collectively referred to as the **Prior Declaration**, and this definition includes all prior amendments of record) with the herein Amended and Restated Declaration of Ledgewood Hills Condominium (hereinafter referred to as the **Declaration**) and the Amended Bylaws of Ledgewood Hills Condominium Association (hereinafter referred to as **Bylaws**). This Declaration and the attached Bylaws are hereby in full force and effect upon the recording of this Declaration (including all Appendices and Exhibits) in the Hillsborough County Registry of Deeds. This Declaration and Bylaws supersedes the Prior Declaration and all prior amendments of record, excepting: i) those appendices of the Prior Declaration (Appendices A, B, C, D, and F (**Prior Appendices**)) that describe the land and improvements submitted to the condominium, the declared units, the limited common area, and each units' undivided interest in the common area; and ii) those prior amendments (as listed in **Exhibit 5** to this Declaration (**Prior Amendments**)) that describe the land and improvements submitted to the condominium, the declared units, the limited common area, and each units' undivided interest in the common area. Said Prior Appendices and Prior Amendments are incorporated herein by reference and made a part of this Declaration. Therefore, the Owners do hereby covenant and agree to replace the Prior Declaration and amendments of record with this Amended Declaration and Bylaws (**Declaration**), and to retain the Prior Appendices and Prior Amendments as described in **Exhibit 5** attached hereto.

**INTRODUCTION**

A. **Name and Description of the Condominium.** Ledgewood Hills Condominium (hereinafter **Condominium**) is a condominium complex formed under New Hampshire's statutory condominium act (Revised Statutes Annotated Chapter 356-B - **The Condominium Act**) comprised of a total of 376 residential single-family detached, townhouse, and mid-rise style condominium units with amenities located on West Hollis Street in Nashua, Hillsborough County, New Hampshire. The Condominium is governed by a Unit Owners' Association (**Association**) pursuant to this Declaration and the Association's Bylaws, with the current Bylaws attached hereto as Appendix A. The Association is responsible for managing the Condominium, assessing the Owners for the common expenses, and for other such matters as described herein. **Common Expenses** or **Common Area Expenses** means all expenditures lawfully made or incurred on behalf of the Association as authorized in this Amended Declaration and Bylaws, together with all funds lawfully assessed for the creation and/or maintenance of reserves as required herein. The property comprising the Condominium is either deemed to be part of the **Common Area** or the **Unit**. Included as part of the **Common Area**, are the **Limited Common Areas** that restrict the use of small

portions of the Common Area to an individual Unit. Typically these Limited Common Areas are not part of the interior space and are located within the Common Area. If not otherwise described in this Declaration and the attached Bylaws, all references generally to the Common Area include the Limited Common Areas as well, since the Limited Common Areas are part of the Common Area.

B. Legal Description of Submitted Land and Units. The legal description of the land and all improvements thereon submitted to the Condominium is described in Appendices A, C, and D of the Prior Declaration of record. The legal description of the limited Common Area is described in Appendix B of the Prior Declaration of record, and the units' percentages of the undivided interest in the Common Area is described in Appendix F of the Prior Declaration of record. Appendix B of the Prior Declaration lists all Units, their respective identifying numbers or Unit designations, and the Limited Common Area appurtenant thereto. The location and description of the Units and the Common Area are more fully described in all plans of record, and such plans are incorporated herein by reference. Exhibit 5 attached hereto lists the Prior Appendices incorporated herein, and which appendices are still in full force and affect, and includes all amendments of record to these Prior Appendices. An updated listing of the Condominium's Units as presented by street address is attached hereto as Exhibit 1. listing the street address, the original unit number, and the model type for all of the Condominium Units.

C. Allocation of Interest in Common Area and Ownership of Unit. Each Unit Owner owns an equal undivided 1/376th interest in the Common Area. Each of the Units, as listed in Exhibit 1 attached hereto, is held by the Unit Owner in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units.

## UNIT OWNER RESPONSIBILITIES AND RIGHTS

### Section 1. Maintenance of the Units

1.1 General Maintenance Responsibility. Each Unit Owner is responsible for the maintenance of the Owner's Unit and the Unit related items as described in this Section. By definition, any "maintenance responsibility" as used herein includes the responsibility to maintain, repair, and replace.

1.2 Definition of a Unit Owner. A Unit Owner (referred to herein as Owner) is defined as the owner(s) of record, whether one or more persons or other entities, of the fee simple title to a particular Unit. Said definition of an Owner does not include any mortgagees, unless the mortgagee takes title to the Unit as a result of foreclosure or through a deed in lieu of foreclosure.

**1.3 Unit Boundaries.** A Unit is comprised of all of that area which is inside of and bounded by the unfinished interior surface of the lowermost floor, its unfinished interior surface of the uppermost ceiling's joists or rafters (for cathedral ceilings), and by its unfinished interior surfaces of the perimeter walls' studs and framing. Excepted from this interior space are: i) the floor joists of any floor in a Unit and/or building, ii) the lowest single layer of plywood attached to the floor joists, iii) the load bearing columns, and iv) the interior studs and framing for load bearing walls.

**1.4 Owner's Specific Maintenance Responsibility.** The Owner is responsible for the maintenance of all items, property, materials, appurtenances, and things which are within a Unit's boundaries or wherever located which serve only that Unit, as more particularly described as follows:

**1.4.1 Floors.** The Owner is responsible for maintaining all flooring throughout the Unit, which includes all flooring materials except for the lowest single layer of plywood attached to the floor joists. Therefore all carpet, carpet pads, vinyl, tile, paint, finished flooring, finished wood, floor coverings, gypcrete, plywood, and all other flooring materials above the lowest single layer of plywood attached to the floor joists are all deemed to be part of the Unit and are the Owner's responsibility to maintain. The joists between the floors, the lowest single layer of plywood attached to the floor joists, the insulation between the floors, the concrete foundation, and the concrete footings are part of the Common Area.

Exhibit 2 of this Declaration contains Diagrams 1 and 2 illustrating the Unit / Common Area boundary for floors.

**1.4.2 Ceilings.** The Owner is responsible for maintaining all ceiling and related ceiling materials (sheet rock and finished surfaces) throughout the Unit up to but not including the ceiling's joists, rafters, and insulation. Therefore, all trim, paint, texturing, drywall / plaster board, plaster, paneling, wood boards, and any other finished materials are all deemed to be part of the Unit and the Owner's responsibility to maintain. The ceiling's joists, rafters, insulation, roof framing and roofing materials are all deemed to be part of the Common Area.

Exhibit 2 of this Declaration contains Diagrams 1 and 2 illustrating the Unit / Common Area boundary for ceilings.

**1.4.3 Walls.** The Owner is responsible for maintaining all walls and related materials throughout the Unit out to, but not including: the insulation, vapor barrier, studs, and framing of the outermost perimeter walls. Therefore, all sheet rock, wall board, drywall / plaster board, trim, paint, wall paper, plaster, paneling, interior studs and framing for non load bearing interior walls,

moldings, and any finished materials are all deemed to be part of the Unit and the Owner's responsibility to maintain. The exterior perimeter walls' framing, studs, insulation and siding as well as all interior load bearing walls' framing and studs are all deemed to be part of the Common Area.

Exhibit 2 of this Declaration contains Diagram 3 illustrating the Unit / Common Area boundary for the walls.

**1.4.4 Windows, skylights, and exterior doors.** All windows, skylights, exterior doors (except bulkhead doors and metal frames), sliding doors, garage doors and panels, pull down steps, attic or crawl space doors, thresholds, and all associated rails, tracks, springs, lifting and opening mechanisms, weather stripping, glass, screens, and all related hardware are deemed part of the Unit and the responsibility of each Owner. The related pre-hung units and framing for all such doors, skylights, and windows are also deemed to be part of the Unit and the Owner's responsibility. The Unit boundary extends to the exterior, unpainted surface of the windows, skylights, doors, and pre-hung frames, and includes the exterior surface of all glass. The exterior paint, any exterior trim required for windows/doors, bulkhead doors and metal frames, and all rough opening building framing in which pre-hung windows, skylights, and door assemblies are installed are deemed to be part of the Common Area.

**1.4.5 Appurtenances.** The Owner is responsible for the maintenance of all items, property, materials, appurtenances, and things wherever located which serve only the Owner's Unit (Unit Related Items). All heating systems, piping, tubing, wiring, cables, chutes, conduits, utility lines, fireplace boxes and flues, wiring, air-conditioning systems, electrical components and fixtures, radon systems and piping, air exchangers, venting and flues, including dryer vents, bathroom vents, ventilation or other ducts, water and sewage pipes, plumbing systems and fixtures, and/or other appliances or appurtenances serving only one Unit, wherever located, are deemed to be part of the Unit served, deemed to be owned by and are the maintenance responsibility of the Owner, and are included in the description of "Unit Related Items."

**1.4.6 Garages.** The above described boundaries for maintenance responsibility purposes apply as well to single-family and townhouse Unit garages wherever located. Said Unit Owner responsibility includes all doors, door panels, door lifting and opening mechanisms, springs, rails, weather stripping, hardware, and windows in a garage, and is identical to the responsibility described above for Units. Midrise Unit parking garage spaces and the garage storage closets assigned to individual Units are hereby Limited Common Area appurtenant to a Unit.



Exhibit 2 of this Declaration contains Diagram 4 illustrating the Unit / Common Area boundary for the garages.

1.4.7 Attics. Section 8.5.6 of this Declaration defines attics as part of the Common Area. Attics are not part of the Unit.

1.5 Contents of a Unit Not the Owner's Responsibility. The Owner of a Unit does not own and is not responsible for maintaining the following items which are utilized for or serve more than one Unit, or which serve any portion of the Common Area: heating and plumbing systems or components, venting or air conditioning systems, wires, pipes, ducts, cables, chutes, vents, flues, conduits, utility (including water, sewer, gas, electrical, telephone, and cable ) connections and service, fixtures, load bearing walls, and columns or structural portions of the building running through a Unit or Common Area. Instead, these items are the responsibility of the Unit Owners' Association to maintain.

1.6 Unit Condition and Repair Responsibility. Each Owner is to keep the Unit and its interior, the equipment, appliances, and appurtenances of the Owner's Unit and those items the responsibility of the Owner, including the Unit Related Items, in good order and condition. Each Owner is to do all restoration, repair, redecorating, painting, and finishing which may from time to time be necessary to maintain the good appearance and condition of the Owner's Unit. In addition, each Owner is responsible to and must reimburse the Association and the other Unit Owners for all damage to other Units and/or to the Common Area resulting from the Owner's failure: i) to maintain the Owner's Unit and Unit Related Items in good condition, ii) to perform maintenance, including preventive maintenance, on a periodic basis, iii) to timely make repairs to the Unit and to the Unit Related Items, and iv) to take preventive actions to reduce the effects and damages associated with equipment, fixtures, flues, ducting, vents, wiring, piping, plumbing, and system failures relating to Units and Unit Related Items. Any Owner or Unit causing damage to other Units and/or to the Common Area shall be subject to the enforcement remedies as provided for in this Declaration and Bylaws, including the full cost of repair and replacement of the damaged items and areas. Maintenance to be performed by the Owner is to be undertaken in such a manner as not to unreasonably disturb or interfere with the other Owners or with the use of the Common Area, and replacement shall not be of a lesser quality than that originally installed.

1.7 Maintenance Responsibility of the Limited Common Area. Each Owner is responsible for performing "Normal Maintenance" for any Limited Common Area assigned to or appurtenant to the Owner's Unit. Such Limited Common Area includes, but is not limited to, the decks, balconies, porches, exterior steps appurtenant to individual Units, and parking spaces and storage closets for the midrise Units. "Normal Maintenance" under this section includes all those activities which involve maintaining the Limited Common Area in a clean and sanitary condition, and includes the periodic painting of such area as may be required by the Board of Directors. The Owner is to make at the Owner's expense all repairs to the Limited Common Area caused or necessitated by the Owner's negligence,

misuse, or neglect. All other repair or replacement of the Limited Common Area (excluding garages as said responsibility is described in Section 1.4.6 herein) is the duty of the Association.

**1.8 Owner Compared to Association Responsibilities.** All of the other items or space not constituting a Unit or the Unit Related Items, and all of the other items which are not the specific maintenance responsibility of the Owners as described herein, are the responsibility of the Association to maintain, repair, and replace and are considered part of the Condominium's Common Area (referred to herein as the Common Area). Section 8 of this Declaration describes the Association's maintenance responsibilities. Exhibit 3 of this Declaration summarizes the maintenance responsibilities of the Unit Owners.

**1.9 Damage Responsibility.** Any damage to the Unit and the Unit Related Items is the responsibility of the Owners to repair and/or replace. If the damage is not the result of the negligence of the Owner or Unit causing the damage, and if the damage is covered by the Association's master insurance coverage, then the Owner's responsibility may be limited to the amount of the Association's insurance deductible for any such loss. Additionally, each Owner is liable for the expenses of all maintenance (including repair and replacement) rendered necessary by the Owner's acts, neglect, or carelessness, or the act, neglect, or carelessness of any member of the Owner's family, tenant, guests, employees, agents, invitees, and licensees, but only to the extent that such expense and damages are not first covered by the proceeds of the insurance carried by the Owner, and only to the extent that such damage is not also covered under the Association's master insurance policy. Such liability of the Owner includes any increase in insurance rates incurred by the Association resulting from the Owner's negligent or careless acts, prior losses, damages, or from the Owner's misuse or abandonment of any Unit or its appurtenances. Each Owner is to promptly report in writing to the Board of Directors (Board) of the Association, or the Association's Manager (Manager), any defects or need for repairs for which the Association may be responsible. Each Owner will further be responsible to the Association for any increased damage resulting from the Owner's failure to provide immediate and timely written notice of any defects or need for repairs to the Board or Manager.

**1.10 Manner of Repair and Replacement.** All repairs and replacements which are the responsibility of the Owners to undertake are to be similar in appearance, are to be of a quality equal to or greater than the original construction and installation, and are to have received the prior written approval of the Board or the Manager.

## **Section 2. Owners' Assessment Responsibility**

**2.1 Payment of Common Expenses.** All Owners shall pay the Common Expenses and all assessments which are established and levied from time to time by the Board or by the Association. No Owner may exempt himself from liability for his contribution toward

Common Expenses or assessments by waiver of the use or enjoyment of the Common Area or by abandonment of his Unit.

**2.2 Payment of Additional Liability Assessments.** Each Owner shall be liable for the expenses of all maintenance, repair, or replacement to the Condominium rendered necessary by the Owner's acts, neglect, or carelessness as well as from the acts, neglect, or carelessness of any member of the Owner's family or the Owner's tenants, guests, employees, agents, or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Any such additional liability expenses may be assessed directly to the Owner by the Board of Directors based on the actual expenses incurred by the Association, or based on reasonable estimates received by the Association (with an adjustment back to or from the Owner once the actual work has been completed based on the actual costs incurred by the Association). Such liability of each Owner shall include any increase in the fire insurance rates occasioned by the 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.

**2.3 Creation of the Lien and Personal Obligation of Assessments by Owners.** Each Owner by acceptance of a deed to a Unit, hereby covenants and agrees, whether or not it shall be so expressed in any such deed, to pay to the Association annual and special assessments for the Common Expenses to be determined and collected from time to time by the Board. The annual and special assessments include the payments of any and all fines, interest charges, late fees, filing fees, lien costs, administrative charges, insurance deductibles, legal fees, termination of service costs, and all other costs and fees (collectively the assessment(s)) as provided for in this Declaration, Bylaws, or the Rules and Regulations of the Association (Rules), as established and amended from time to time. The annual and special assessments shall be a charge and a continuing lien upon the Unit pursuant to the provisions of Section 46 of The Condominium Act (RSA 356-B:46) against which each such assessment is made and shall be the personal obligation of the Owner of such Unit at the time when the assessment falls due, as well as an obligation of the Unit. Therefore, any assessments which are not paid when due shall be deemed delinquent and are, together with such interest thereon and the costs of collection, including the Association's attorneys' fees, a lien on the Unit and on the appurtenant interests of the delinquent Owner, which shall bind such property in the hands of said Owner and the Owner's heirs, devisees, representatives and assigns. Any Owner acquiring a Unit shall be liable personally for any prior and outstanding assessments levied against the Unit, unless as exempted by State Law.

**2.4 Acceleration of Assessment Installments.** In any case where an assessment against an Owner is payable in installments, upon a default by such Owner for any installment which continues in default by more than ten (10) days, the Board may accelerate the maturity of the remaining assessments and the then remaining balance may be declared to be due and payable upon notice from the Board or the Manager to the Owner. Monthly assessments of Common Expenses are deemed to be installment payments of the total annual assessment. Periodic assessments of any special assessments are deemed to be

installment payments of the total special assessment. The Board may file a lien against the Unit and initiate legal action against the Owner for the entire remaining assessment installments due for any given annual period or for any type of special assessment.

**2.5 Foreclosure of Lien and Legal Action.** The assessment lien may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of a power of sale mortgage and/or by suit brought by the Board on behalf of the Association, in addition to any other remedies of the Association. Legal suit, which may include any small claim actions, to recover a money judgment for unpaid assessments may be brought by the Board or the Manager on behalf of the Association against the Owner, without foreclosing or waiving the Association's lien securing the amount of the unpaid assessments and collection costs.

**2.6 Termination of Services and Use of the Common Area.** In addition to the above remedies, and pursuant to The Condominium Act (RSA 356-B:46), the defaulting Owner and Unit's occupants, tenants, invitees, and guests shall lose their common privileges and services relating to the use of the Common Area for failure to pay assessments when due pursuant to the provisions set forth later in Section 6 of this Declaration.

**2.7 Collection of Rental Payments from Tenants.** In addition to the above, and pursuant to the provisions of The Condominium Act (RSA 356-B:46-a), the Association may collect rents directly from the tenant of a Unit to offset assessments and common expenses assessed to the Unit in the event the Owner of a rented Unit fails to pay assessments and common expenses assessed to the Unit.

### **Section 3. Unit Owner Restrictions**

**3.1 Improvements and Alterations by Owners.** No Owner may make any addition, alteration, or improvement (collectively referred to as improvement) of a structural nature in or to the Owner's Unit without the prior written consent of the Board.

**3.1.1 Common and Limited Areas.** Owners may never make any addition, alteration, or improvement to any Common Area or Limited Common Area without the prior written approval of the Board. Such written Board approval must be based on detailed plans that have been submitted in writing by the Owner and approved in advance by the Board, with written copies of all such Board approvals retained by the Owner. All such Board approved plans must be strictly adhered to and completed within time frames established by the Board.

**3.1.2 Non Structural Unit Improvements.** No Owner shall make any structural addition, alteration, or improvement in or to the Unit, including load bearing walls, or the Limited Common Area, without the prior written approval of the

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Board. The Owners may make non-structural improvements or alterations within the Owner's Unit, including interior non load bearing walls, that do not concern or relate to the structural integrity or safety of the structure, or which do not affect the availability or cost of insurance concerning the Condominium; however, the Owner shall provide prior written notice to the Board of all improvements and alterations intended to be made to a Unit to ensure that the improvement will not impact the structural integrity or safety of the Unit and/or the adjoining Units, Common and Limited Common Areas.

If there is any question as to whether the Board's prior approval is required, the Owner needs to ensure that the Board is notified in writing, by return receipt requested mail, of any improvement or alteration planned to be made by the Owner to the Owner's Unit at least thirty days prior to any planned improvement or alteration being made by the Owner.

**3.1.3 External Appearance of Unit.** No Owner is to paint, decorate, or otherwise change the external appearance of the Owner's Unit, the Limited Common Area, or any of the Common Area (including any building exterior, windows, window grids and coverings, or doors) without the prior written consent of the Board, except for the Owner's responsibility to stain the Owner's Limited Common Area decks.

**3.1.4 Board Approval.** No Board member or Manager may approve any addition, alteration, or improvement of any nature without the vote and prior written approval of the Board. Furthermore, no Owner may rely on any approvals unless the Board's approval is signed by either the President of the Association or by the Manager.

**3.1.5 Standards.** The Board may establish, adopt, or revise from time to time, standards for certain improvements typically requested by the Owners.

**3.1.6 Code Compliance.** All additions, alterations, and improvements made by any Owner must be approved when required, prior to any work being undertaken by the Owner, by the appropriate governmental and regulatory agencies, including approvals by all municipal building, safety, sanitation, and public works departments. All work must be in compliance with all applicable building, sanitation, and safety codes in existence at the time of the addition, alteration, and/or improvement. Copies of all applicable building, sanitation, and safety code permits and approvals must be provided to the Board or the Manager prior to the commencement of any work on any Unit by the Unit Owner.

**3.1.7 Board Consent May Be Withdrawn.** The consent of the Board may be withdrawn at any time by the Board whenever the Board, reasonably and for

good cause, deems such withdrawal to be in the best interest of the Association.

**3.2 Restrictions of Use.** The Condominium and the Units may be used only for residential use subject to the following limitations, which are to be in addition to any Rules established by the Board from time to time:

**3.2.1 Residential Use and Use of Common Area.** Each Unit shall be occupied and used only for residential purposes by the Owner and the Owner's family, and by the tenants, guests, invitees or licensees of the Owner. Owners may use the Unit for their own personal limited home office use, but only with the prior written approval of the Board. No Owner, or the Owner's family, tenants, guests, invitees, or licensees shall damage the Limited or Common Area, the plantings or improvements thereon, cause an increase in the maintenance of the Common Area, or cause unreasonable disturbance or annoyance to others in their enjoyment of the Condominium. No nuisance shall be allowed on the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by others. No litter or waste shall be disposed of on the property.

**3.2.2 Tenancies.** An Owner may lease the Owner's Unit as long as: i) the tenant occupies and uses the Unit in accordance with the provisions of this Declaration, the Bylaws, and the Rules, and ii) the Board or the Manager has received in writing the name of the tenant and occupants. All leases, rental, use or occupancy arrangements for Units shall be in writing and are to include a copy of the Condominium's Declaration, Bylaws, and Rules with each lease. No lease or other monetary occupancy arrangement shall be for a period of less than one hundred and eighty (180) days. Each and every Tenant, by agreeing to lease a Unit in the Condominium, agrees to pay all condominium fees, assessments, late fees, and all collection costs related to the Unit leased, in the event that the Owner fails to make timely payment to the Association for all Common Area assessments and related charges, fines, and costs incurred during the term of the Tenant's lease of the Unit.

**3.2.3 Occupancy Limitation.** No Unit shall be occupied by more than six (6) persons without the written consent of the Board.

**3.2.4 Electrical and Related Installations.** No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television and radio antennas, satellite receiver or dish, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of any building or is visible in any way from the exterior of a building except as originally installed by the developer, or as authorized in writing by the Board.

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**3.2.5 Illegality and Compliance with Laws.** No Unit, Limited Common Area, or Common Area may be used for any unlawful, immoral or improper purpose. All Owners shall use the Condominium and the Units in conformance with all federal and state laws, zoning laws, city ordinances, and any other valid governmental restrictions and regulations.

**3.2.6 Structural Integrity.** Nothing shall be done in any Unit which may impair the structural integrity of the Condominium, or which would structurally change a building or any improvements except as provided herein, and only with the prior written consent of the Board.

**3.2.7 Insurability.** No activity shall be done or maintained in any Unit, Limited Common Area, or any Common Area which will increase the rate of insurance on any Unit or on any portion of the Condominium, including the Common Area and Limited Common Area, or result in the cancellation of any insurance.

**3.2.8 Exterior.** No interior or exterior changes to a Unit which affect the exterior appearance of the buildings, including but not limited to, decorations, awnings, weather stations, television and radio antennas, radon systems and vents, heating / cooling systems, satellite receivers, signs, screens, window shades and coverings, deck sun shades and covers, air conditioning equipment, fans or other changes shall be permitted without the prior written approval of the Board.

**3.2.9 Easement.** Each Unit shall be subject to an easement in favor of the Owners of all other Units to use; and the Manager, Board, Association employees and contractors, and public utility companies to service; the pipes, ducts, cables, wires, conduits, public utility lines and other Common Areas serving other Units and located in the Unit. The Board or the Manager and the Association's employees and contractors shall have the right to access each Unit to inspect the Unit, Limited Common Area, and the Common Area located within or adjacent to all of the Units and to remove violations, to terminate services, and/or to maintain, repair or replace the Limited Common Area or the Common Area contained within or adjacent to the Unit.

**3.2.10 Right of Access and Passkey.** All Owners grant a right of access to each Owner's Unit to the Board, Manager, or the Manager's authorized employee or contractor, or to any other person authorized by the Board for the purpose of inspections; correcting any condition originating in the Unit and threatening another Unit or the Common Area; or performing installations, alterations or repairs to the mechanical or electrical services or

other Common Area in the Unit or elsewhere in the building. All requests for entry shall be made in advance and scheduled for a time reasonably convenient for the Owner. In the case of emergency, such right of entry shall be immediate regardless of whether the Owner or any occupant is present. Each Owner shall provide the Board or Manager with a passkey to each Owner's Unit. No Owner may alter any lock or install a new lock on any door leading to any Unit without immediately providing the Board or Manager a key for its use, and the Owner will be liable for all damages to the Unit and expenses incurred by the Association necessitated by forced entry to the Unit in cases where a passkey was not provided to the Board or Manager.

**3.2.11 Other General Rules.** The Board may make Rules from time to time concerning the use, maintenance, alteration, improvement, and management of the Condominium, including, but not limited to rules and regulations concerning: the assessment and collection of payment responsibilities, use of amenities, signs, public view restrictions, refuse, pets, nuisance and restricting nuisance (including noise and light restrictions), recreational equipment, vehicles, storage, Common Area use, passkeys, condominium employees, outside activities, roads and driveways, Units, Limited Common Area, guests, tenants, invitees, violations and enforcement penalties, fines, maintenance requirements of Owners, and parking. Prior to being effective, all Owners shall receive notice of any new or amended Rules through the Association's newsletter, mailings, or other forms of communication to the Owners from the Board or the Association's Manager.

**3.2.12 Compliance with the Association's Rules, Declaration, and Bylaws.** Each Owner, and the Owner's family, tenants, guests, invitees, and licensees, shall comply with all Rules of the Association, this Declaration, and the Association's Bylaws. Each Owner shall be responsible for all actions or inactions of the Owner's family, tenants, guests, invitees, and licensees, and shall be subject to the penalty or fines as may be established by the Board, for failure to abide by the conduct and requirements of the Declaration, Bylaws, and Rules. Any fine schedule established by the Board, once assessed against an Owner, will constitute an "assessment" pursuant to the provisions of Section 2 of this Declaration, and may be enforced and collected as such.

**3.3 Withdrawing of the Board's Consent.** The Board's consent, authorization, and approval pursuant to any approvals granted under the preceding Section 3.2 restrictions, and in general to any approvals required by the Board pursuant to this Declaration, Bylaws, and Rules may be revoked or withdrawn by the Board whenever the Board reasonably and for good cause deems such withdrawal to be in the best interest of the Association.

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Section 4. Unit Owner Insurance Requirements

4.1 Owner's Insurance Responsibility. Each Owner should obtain for the Owner's benefit and at the Owner's expense the following insurance coverage:

4.1.1 Unit Related Personal Property, Fixtures and Improvements. Each Owner should obtain loss and casualty insurance at the Owner's cost insuring all personal property, fixtures, and improvements made by the Owner and presently or hereafter located in the Owner's Unit or on the Limited or Common Area, including all Unit Related Items. Said Owner's insurance responsibility also includes the insuring by the Owner of the Unit's and Unit Related Items' contents, fixtures, appliances, decorations, heating, cooling, plumbing, and electrical fixtures, window treatments, doors, windows, skylights, bulkheads, wall and floor coverings, finished materials, furnishings, and all personal property items in or related to the Owner's Unit, for which such items are either: i) not insured by the Association's master insurance policies, and ii) not covered from loss due to the amount of the Association's master insurance policy's deductible. All improvements made to a Unit in excess of One Thousand Dollars (\$1,000.00) must be reported in writing by the Owner to the Association's insurance carrier and to the Board immediately when made for potential inclusion in the Association's master policy, assuming such improvement is insurable under the Association's policy.

4.1.2 Owner's Deductible Exposure. Each Owner should obtain the Owner's own insurance for the Owner's Unit equal to or greater than the deductible amount of the Association's master policy insurance as it may relate to any and all claims affecting the Owner, the Owner's Unit, the Condominium building and structure, and the Unit Related Items. The Owner is liable for the cost of the Association's master insurance policy deductible.

4.1.3 Loss Assessment. Each Owner is encouraged to obtain insurance for the Owner's benefit and at the Owner's expense insuring adequate coverage in the event of any general loss assessment levied by the Association.

4.2 Owner's Policy Coverage. No such Owner's policy shall be written so as to decrease the coverage under any of the master policies of the Association, and each Owner hereby assigns to the Board the proceeds of any such Owner's policy to the extent that if any such Owner's policy does in fact result in a decrease in the Association's master policy coverage, then said Owner's policy proceeds are to be applied pursuant to the terms hereof as if provided by such coverage.

4.3 Master Condominium Insurance. See Section 10, Association's Master Insurance Coverage.



invitees, and licensees by taking any and all action to abate, enjoin, or remove at the Owner's cost and expense (to be billed back to the Owner as a specific Owner assessment) any structure, thing, condition, or action which is in violation or in breach of the Applicable Covenants and Laws, but only after the Owner has been provided prior written notice from the Board, the Manager, or the Board's authorized agent requesting that any such breach or violation be remedied within a defined period of time. For most cases of a non-emergency basis, twenty (20) days shall be deemed to be a reasonable time to remedy any such breach or violation, unless the time frame is otherwise determined by the Board. During any such breach or violation of any Applicable Covenants and Laws, the Board, Manager, or the Board's authorized agent may suspend or limit the right of the Owner to use any part of the Common Area during the continuance of any such violation or breach.

**6.1.3 Termination of Association Supplied or Paid for Services and Suspension of the Use of the Common Area.** The Board is authorized, after thirty (30) days prior written notice to an Owner and the Owner's first mortgagee of record of the nonpayment of the Owner's assessments, to terminate the delinquent Unit's common privileges and cease supplying a delinquent Unit with any and all services normally supplied or paid for by the Association. The Board is thereby authorized to terminate all water paid for by the Association, or any water provided to the Units which use any of the Unit's or Common Area piping and conduits, to individual Units delinquent in the payment of the Association's assessments. Any terminated services and privileges shall be restored upon payment of all assessments, including all costs of termination and of reconnecting any terminated service. The Board is authorized from time to time to establish and adopt Rules regarding: i) the termination and suspension of any and all services normally supplied or paid for by the Association, and ii) the termination and suspension of the use of the Common Area, including the right of the Association to tow and remove vehicles from the Common and Limited Common Areas. If the Owner has not notified the Board in writing as to the first mortgagee of record, then the Board may research and identify the mortgagee's name and address, and charge all such expenses to the Owner.

**6.1.4 Interest Charges, Late Fees, and Fines.** The Board may establish, from time to time, Rules regarding the amount of interest charges, late fees, administrative fees, and/or fines required to be paid by defaulting and/or delinquent Owners, or from Owners who violate any term, provision, or requirement of the Declaration, Bylaws, and Rules. The interest charges, late fees, administrative fees, and fine schedule, as adopted and revised by the Board from time to time, shall be documented in the Rules.

**6.1.5 Attorneys' fees and Costs of Collection / Litigation.** In any proceeding arising out of any alleged default or lack of compliance by an Owner (and/or all those entitled to occupy Units), with any such default including: i) the failure to pay assessments when due, or ii) the breach of or the lack of compliance to the lawful provisions of The Condominium Act and the Condominium Instruments (which include the Declaration, the Bylaws, and Rules), the Association is entitled to the reimbursement of all of its costs and attorneys' fees incurred as a result of any legal proceeding or review of the matter in controversy. Notwithstanding the foregoing, in any action of the Board, Manager, or the Board's authorized agent on behalf of the Association in the collection of delinquent assessments against any Owner and/or Unit, including the foreclosing on the Association's lien, the Association will be reimbursed for all of its legal fees, litigation and collection costs by the Owner and/or from the Unit, regardless of whether or not the matter is litigated to a final conclusion.

**6.1.6 Rent Collection Upon Delinquency in Payment of Common Expenses.** As additional relief available to the Association for the non-payment of common expenses and assessments of the Association, the Owners hereby adopt the provisions of The Condominium Act (RSA 356-B:46-a), as amended from time to time, relating to the direct collection of rent from tenants whose Owners have defaulted in the payment of the Association's common expenses, assessments, and fees. The Board is authorized to take all appropriate action as allowed pursuant to The Condominium Act (RSA 356-B:46-a) on behalf of the Association.

**6.2 No Waiver of Rights of Enforcement and Cumulative Remedies.** The failure by the Board, Manager, or the Board's authorized agent on behalf of the Association, or by an Owner, to enforce any right, provision, or covenant of the Declaration, Bylaws, or Rules shall not constitute a waiver to enforce any such right, provision, or covenant at a later time, and shall not constitute a waiver as to any condition in the future. All such rights and remedies in the Declaration, Bylaws, and Rules, and especially those listed in Section 6.1 above, are cumulative and the exercise of any one or more of the remedies shall not be deemed to constitute an election of remedies.

**6.3 Non-Compliance by the Association.** Failure by the Association to comply with the provisions and terms of the Declaration, Bylaws, and Rules may be grounds by any Owner against the Association, but only after the Association has been provided at least thirty (30) days prior written notice of the violation and breach, and has been provided a reasonable opportunity to rectify any such alleged violation and breach. The Association shall not be liable for breaches or violations stemming from a reasonable interpretation of the Declaration, Bylaws, Rules, The Condominium Act (NH RSA 356-B), or of any other applicable laws or ordinances. In no case shall the Board members or officers be liable to the Owners for any of their mistakes of judgment or for any unintentional negligence.

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6.4 Owner Complaints. All complaints by the Owners, whatever the subject matter, shall be made to the Board or Manager in writing and signed by the complainant.

## ASSOCIATION RESPONSIBILITIES

### Section 7. Organization

7.1 Administration of the Condominium. The administration and operation of the Condominium shall be governed by an Owners' Association, which Association may be dissolved and new Associations created from time to time by the Owners by amendment of this Declaration (and the Bylaws). Initially, the Association will be known as the "Ledgewood Hills Condominium Association." However, any other Association may be formed by the Owners in the event of the illegality or non liquidity of any then existing Association. Any new Association may be formed if approved by a 2/3rds vote of the Owners in the Condominium (251 units). The Association will be governed by and through the Board and its Officers. All Owners of Units in the Condominium shall be members of the Association subject to the provisions of the Declaration, Bylaws, and Rules.

7.2 Adoption and Amendment of Bylaws. The Association is authorized to adopt and amend, from time to time, a set of Bylaws to be used to govern the Association. The Bylaws, and any amendments thereto, shall be recorded in the Hillsborough County Registry of Deeds, prior to the commencement date of any new Bylaw or amendment taking effect.

7.3 Adoption and Amendment of Rules. The Association's Board is empowered to adopt and amend, from time to time, Rules concerning the use, maintenance, alteration, and improvement of the Property, Common Area, Limited Common Area, the Units, and the various parts thereof, as well as Rules concerning the conduct and actions of the Owners, guests, invitees, tenants, and other users and occupants of the Condominium. Said Rules, or additions and amendments thereto, shall be furnished in writing to all Owners prior to any particular rule's effective date, and may be communicated to the Owners in Association mailings and/or newsletters. The Rules, and any amendments thereto, shall be recorded from time to time in the Hillsborough County Registry of Deeds prior to the commencement date of any new rule or amendment taking effect.

7.4 Organizational Instruments. The provisions of the Declaration, Bylaws, and Rules shall not be violated, and the Owners shall be liable to the Association for violations pursuant to fines, costs, charges, and/or fees established by and/or documented in the Declaration, Bylaws, and/or the Rules, as amended from time to time. All Owners, guests, invitees, tenants (and their guests and invitees) hereby agree to be bound to and shall abide by the provisions of this Declaration, and of the governing Bylaws and Rules, as amended and / or replaced from time to time.

**7.5 Financial Liability of the Owners.** The Owner is not to be personally liable for the debts, obligations, awards, and judgments against the Association or the Condominium without the prior approval by an affirmative majority vote (189 units or more) of the Unit Owners, except for the Owner's responsibility to: i) pay all assessments and special assessments relating to the maintenance, alteration, repair, and replacement of the Condominium's improvements, and the routine operating expenditures of the Condominium, ii) maintain each Owner's Unit and the Unit Related Items, iii) pay for damage caused to other Units and the Common Area, iv) reimburse the Association for all insurance deductibles (eg. amounts under the insurance coverage), and v) pay all charges and fees to the Association relating to violations of the Declaration, Bylaws, and the Rules as provided for herein. To the extent that the Association is formed or incorporated pursuant to New Hampshire law, each Owner shall be entitled to the full statutory liability indemnification provided by New Hampshire law for business corporations and/or for non profit corporations and associations.

### **Section 8. Association's Maintenance Responsibility**

**8.1 Association's Duty and Exceptions.** The Association shall provide for the maintenance, repair, alteration, and replacement (maintenance) of all of the Common Area as a Common Expense to all Owners. The Association's maintenance responsibility excepts the following: i) the Unit Related Items and Limited Common Area specifically required to be maintained by the Owner as listed and described in this Declaration, ii) any maintenance which is necessitated by the willful act or negligence of the Owner (including the Owner's family, tenants, guests, invitees, or licensees) which damages the Common Area, or iii) the Owner's failure to maintain the interior of the Unit or the Unit related items, which causes damage to the Common Area. In the case of the above exceptions, it will then be the responsibility of the Owner to maintain ("repair, replace, or restore") any such damaged property. As provided for in Section 1.6 of the Declaration, the Owner is also responsible for any damages resulting from its failure to perform the Owner's Normal Maintenance of the Limited Common Area appurtenant to the Owner's Unit.

**8.2 No Maintenance Duty for Units or Unit Related Items.** The Association will not be obligated to maintain or repair the space previously defined herein as a "Unit", Unit Related Items, or anything contained therein excepting the structural components (load bearing wall framing, floor joists), nor anything stated in Section 1 of this Declaration as being the responsibility of the Owner to maintain.

**8.3 Approval of Maintenance Projects.** The Board may, at its discretion, approve or disapprove any maintenance project that it deems to be in or against the best interest of the Association.

**8.4 Additions, Alterations, or Improvements by the Association.** Whenever, in the judgment of the Board, Common Area additions, alterations, removal, or improvements

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which shall in total cost more than twenty thousand dollars (\$20,000.00) for the construction of the entire project, the Board shall be required to obtain a majority vote (189 or more Units) of the Owners at any special or regular meeting of the Association prior to making the expenditure. Any additions, alterations, or improvements which in total cost less than \$20,000.00 for the entire project and which benefit the entire Association shall be authorized by the Board without the need for Owner approvals. Ongoing Common Area maintenance responsibilities of the Association are not subject to Owner approvals.

**8.5 Common Area Defined.** The Common Area, owned in common by all owners, consists of the entire Condominium other than the Unit and Unit Related Items, and includes, without limitation, all of the Limited Common Areas as well as the following:

**8.5.1 Grounds.** All land, roads, driveways, walkways, parking areas, shrubbery, trees, and other plantings, pools, pond, tennis courts, cabana, irrigation systems, clubhouse, gazebos, recreational equipment, playgrounds, and other land and interests that are part of the Common Area.

**8.5.2 Common Systems and Services.** The water supply, sewage disposal, electrical, cable and other future systems, telephone systems, and other utilities serving the Condominium to the extent such systems are located within the Common Area and serve more than one Unit are part of the Common Area. Any portion of these systems wherever located and which serve only one Unit are part of the Unit and not part of the Common Area.

**8.5.3 Structures.** The roofs, foundations, columns and supports of the building, the perimeter wall framing, upper most ceiling joists, and lowermost floor all of which are outside of the boundary of the Unit are all part of the Common Area. All load bearing walls (studs and frames only), bearing columns, structural floor joists, or major structural portions of the building wherever located serving one or more Units are also defined as being part of the Common Area.

**8.5.4 Building Access Areas.** Any balconies or decks adjacent to the Units, and any stairs, elevators, stairway landings, corridors, lobbies and halls not located within a Unit, and which serve more than one Unit, are part of the Common Area. Otherwise, if they serve only one Unit, they are part of the Limited Common Area appurtenant to the particular Unit.

**8.5.5 Building Services.** All pipes, fireplace flues, chutes, conduits, plumbing, wires, piping, cables, public utility lines, ventilation or other ducts, meters, meter housings and other facilities for the furnishing of utility services or waste removal wherever located that serve more than one Unit are deemed to be part of the Common Area. Conversely all those that serve only one Unit are defined herein as being part of a Unit or the Unit Related Items.

8.5.6 Attics. Single-family, townhouse, midrise, and garage attics are defined as Common Area and are not part of any Unit.

8.5.7 All Other Areas. All other parts of the Condominium, not including the Units and the Unit Related Items, and including easements and personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, are deemed to be part of the Common Area.

8.6 Limited Common Area Defined. All Limited Common Area is part of the Common Area and is owned in common by all Owners. However, Limited Common Areas are restricted to the use and benefit of the appurtenant Unit. Limited Common Area includes all entranceways, steps, decks, porches, patios, balconies, midrise garage storage closets and parking spaces, stairways, and stairway landings not part of a Unit that serve only one Unit. The Limited Common Area appurtenant to a given Unit may not be assigned or separated from the Unit.

8.7 Garages. Garages for townhouse and single-family units are deemed to be part of a Unit, and are further described in Section 1 of this Declaration. The Owners are responsible for the maintenance of the Unit's garage (as described in Section 1), and the Association is responsible for everything not part of the garage as described therein.

#### Section 9. Association's Assessment Responsibility

9.1 Preparation and Approval of Budget. In advance of each fiscal year (January 1st - December 31st), the Board 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 which are the responsibility of the Association to maintain, repair and replace, 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, Bylaws, Rules, or a resolution of the 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 (**Budget**) shall also include any previous year's operating deficit from the maintenance of the Condominium, as well as such reasonable reserves for an operating working capital reserve, insurance deductible reserve, capital replacement reserve, an operating contingency reserve, and any other reserve as the Board considers necessary. The Board shall make reasonable efforts to forward to each Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses (which includes all reserves) and assessments payable by the Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The Budget may be forwarded to the Owners by inclusion in the Association's newsletter. Said budget shall constitute the basis for determining each Owner's contribution towards the

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Common Expenses and assessments of the Condominium. Notwithstanding the above, or anything to the contrary in the Condominium Instruments, the Budget shall not include any debts, obligations, awards, or judgments of the Association unless the requisite prior approval from the Owners pursuant to Section 7.3 herein has been first obtained.

**9.2 Assessment and Payment of Common Expenses and Other Expenses.** The Budget for the fiscal year adopted by the Board shall be assessed against each Owner of a Unit in proportion to each Unit's equal 1/376th undivided interest in the Condominium, and shall be a lien against each Owner's Unit in accordance with The Condominium Act. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board shall provide to all Owners a balance sheet, and an itemized income and expense statement comparing actual expenses to that of the annual budget. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board, either be: i) rebated to the Owners in accordance with each Owner's percentage of the undivided interest in the Common Area, ii) added to the next successive fiscal year's budget, or iii) added to the Association's existing reserves. If required by the IRS, the Association shall vote on the Board's application of the excess income accumulation. Any net shortage of the Common Expenses and Common Area Assessments must be assessed according to each Owner's percentage of undivided interest in the Common Area and added to the following year's common area assessments.

**9.3 Capital Reserves.** The Board shall maintain an adequate capital reserve for replacement of the Common Area, which shall be funded by regular monthly condominium fee payments. At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of the Common Area shall be placed in a separate account, segregated from the general operating funds, and used only for such purposes. Such capital reserve funds must be kept in interest bearing accounts with the Manager and the Association's President and Treasurer being the joint signatories for all reserve accounts. Such reserves and accrued interest must be 100% secured, protected, or insured at all times. If for any reason, including nonpayment of any Owner's assessment, the capital reserves are inadequate, the Board may at any time levy a further assessment, which shall be assessed against the Owners according to their respective undivided 1/376th interest (and votes appertaining to same) in the Unit Owners' Association and which may be payable in a lump sum or in installments as the Board may determine. All Owners shall be obligated to pay the further assessment. All capital reserve accounts are to be held in an escrow account by the Association in trust for the Unit Owners as a whole with ownership of the reserve accounts vested in the Owners as a whole in proportion to their undivided interests in the Common Area. Said capital reserve accounts are not to be subject to attachment by any creditors of the Association or of any of the individual Unit Owners. Said capital reserve escrow account funds may only be applied and used by the Board and the Association for the repair, replacement, and maintenance of the Common Area.

**9.4 Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver of 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 ten (10) days after a notice has been mailed or delivered to the Owner's last known address, showing the monthly payment which is due under the new annual budget, any adjusted budget, or special assessment.

**9.5 Collection of Assessments.** The Board shall take or cause to be taken prompt action to collect any and all delinquent and/or past due assessments from any Owner which are more than ten (10) days late, and may promulgate collection policies and procedures in the Association's Rules to be enforced against the Owner pursuant to the enforcement provisions of the Declaration, including Section 2, Bylaws, and Rules.

**9.6 Limitations on Assessment Authority and Liability of the Owners.** Notwithstanding any provision of the Declaration and Bylaws to the contrary, the Board and/or the Association do not have the authority to automatically assess any judgment, award, damages, obligation, or liability incurred by and rendered against the Association to the Unit Owners without the prior consent and approval of an affirmative vote of the majority (189 or more units) of the Owners at a duly called and held meeting of the Association. Such Owner approval is not required for the maintenance (maintenance, repair, operation, and/or replacement) responsibility of the Association for the Units, Limited Common Area, and Common Area, and such Owner approval is not required for the assessment of the routine operating expenditures and charges budgeted by the Association, or legal fees and costs incurred by the Association relating to collection and enforcement of violations against Owners which have been assessed against individual Owners by the Board. The intent of this provision is to limit the liability of the Association, and the Owners comprising the Association, to: i) any insurance coverage carried by the Association and to ii) any assets owned by the Association, and not by the Owners.

**9.7 Recordable Statements.** Any Owner, or purchaser having executed a contract for the purchase of a Unit, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against any particular Unit. Such request shall be made in writing, and directed to the Manager, and must include the payment of ten dollars (\$10.00) (or any additional amount as permitted by The Condominium Act) to the Association for the request to be processed by the Association.

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Section 10. Association's Master Insurance Coverage

10.1 Insurance Required. Pursuant to Section 43 of The Condominium Act, the Board shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium, (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium, and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

10.1.1 Fire and Casualty Insurance. Fire and general casualty insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings, structures, and Common Area (and Limited Common Area) improvements in the Condominium, including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, electrical and plumbing systems, cable and other networks and wiring, telephone wires, insulation, trim, fireplaces and other heating devices, shades, blinds, window treatment and coverings, doors, windows, skylights, walls, all finished wall surfaces, ceilings and floors, including all finished floor and ceiling surfaces, including any wall to wall floor coverings, tile, hardwood, or vinyl, bathroom and kitchen cabinets and plumbing fixtures, mirrors, appliances, and heating and electrical fixtures, and including reported improvements made by individual Owners that exceed a total value of One Thousand Dollars (\$1,000.00). Such insurance is to be in an amount at least approximately equal to the replacement value of the buildings, structures, and amenities, and to be payable to the Board as trustee for the Owners and their mortgagees as their respective interests may appear.

10.1.2 Public Liability. Public liability insurance in such amount as the Board may from time to time determine, but in no event shall the limits of liability be less than Five Million Dollars (\$5,000,000.00) for bodily injury and property damage per occurrence, assuming said coverage may be reasonably obtained, insuring the Association and all individuals referred to in section 10.1 (ii) above, against any liability to anyone or to any entity, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder.

10.1.3 Workmen's Comp. Workmen's compensation insurance as required by law, and with liability limits greater than \$500,000.00, unless such amount of insurance is difficult or expensive to obtain.

**10.1.4 Blanket Common Elements.** A master or blanket policy of property insurance covering all the general common elements and limited common elements, including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common property and supplies, and other common property belonging to the Association, including all facilities and amenities of the Condominium. Such coverage shall extend to any fixtures, equipment, or other property within the Units which are defined as part of the Common or Limited Common Areas. The policy shall be in an amount equal to One Hundred Percent (100%) of the current replacement cost less the deductible amount of the policy. The name of the insured under such policies shall be the Board. The loss shall be payable to the Board as trustee for the Unit Owners and the Owner's mortgagees, if any. Each Owner and such Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

**10.1.5 Director's and Officer's Liability.** Director's and Officer's liability insurance shall be obtained for reasonable coverage amounts determined by the Board, and in no event for less than One Million Dollars (\$1,000,000) per occurrence.

**10.1.6 Other.** Such other insurance as the Board may determine or may be required for qualification to mortgage holder programs, including earthquake and flood insurance.

**10.2 Claims.** The Board and/or the Manager shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for in Section 10.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies. The review shall include an analysis of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 10.1.1 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 Section.

**10.3 Policy Provisions.** The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Section 10.1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees 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 insured thereunder and all eligible mortgagees (see Section 13 for definition) 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 except where there is fault or negligence; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause unless there is fault or negligence; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the eligible mortgagee of any Unit, the eligible mortgagee's insurance coverage will not be affected or jeopardized by any act of conduct of the Owner of such Unit, the other Owners, the Board, or any of their agents, employees or household members, and not cancelled for non-payment of premiums.

**10.4 Notice of Changes in Policies to Owners.** When any policy of insurance has been newly obtained, substantially changed, or altered by the Board, written notice of the new policy or of the changed coverage, including notice of any termination, shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent to all Owners of record at the address of their respective Units and to such other addresses as any Owner may have designated to the Secretary; or such notice may be via the newsletter or be hand delivered by the Secretary or Manager.

**10.5 When Repair and Reconstruction are Required.** 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 shall either: i) arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings, or ii) distribute to the mortgagees and Owners the insurance proceeds pursuant to Section 34 of The Condominium Act if all of the Owners vote to terminate the Condominium. Notwithstanding the Board's responsibility to repair the damaged portions of buildings, each Owner shall have the right to reasonably supervise the redecorating work in the Owner's Unit subject to the limits and amounts of insurance proceeds available to any redecoration.

**10.6 Board Appointed as Irrevocable Agent.** The Board is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit, and for each Owner of any other interest in the Condominium, with authority to adjust all claims arising under any Association insurance policy, or otherwise resulting from any insurable damage, and to execute and deliver releases upon the payment of claims, and to represent the Owners in any proceedings, negotiations, settlement or agreements. Any proceeds from the settlement shall be payable to the Association for the benefit of the Owners and their mortgage holders.

**10.7 Procedure for Reconstruction and Repair.** The Board is authorized to take the following action after a casualty loss:

**10.7.1 Estimates.** Immediately after a fire or other casualty causing damage to a building, the Board 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, provided that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Owner to obtain estimates of the cost of replacement as aforesaid. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

**10.7.2 Deficiency.** If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessment in sufficient amounts to provide payment of such costs shall be made against all Owners in proportion to their respective 1/376th undivided interest (and votes appertaining thereto) in the Association.

**10.7.3 Replacement.** Any such reconstruction or repair shall be substantially in accordance with the plans, specifications, and reported improvements under which the damaged building was originally constructed. 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. Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units (192 or more Units).

**10.7.4 Construction.** The net proceeds of insurance collected on account of casualty and the funds collected by the Board 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. The construction fund shall be paid by the Board 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 buildings or other professional services as are designated by the Board.

**10.7.5 Disbursement Priority.** 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 costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners, put into

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reserves, or credited to succeeding operating budgets as the Board deems appropriate. When the damage is to the Common Area, Limited Common Area, and the Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and then the Limited Common Area, with the balance applied to the cost of repairing the Units.

10.8 Termination and Condemnation. After substantial destruction of the Condominium, or after a substantial taking in condemnation of the Property, an election to terminate the Condominium must have the approval of first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units (192 or more Units). No reallocation of interests in the Common Area resulting from a partial condemnation or partial destruction of the Condominium may be affected without the prior approval of first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units (192 or more Units), whether existing in whole or in part.

10.9 Owner's Insurance Responsibility. Section 4 specifically describes the Owner's recommended personal insurance requirements under the Declaration, with all such personal insurance to be at least in the amount of the Association's master policy deductible, which deductible amount may vary from policy period to policy period at the discretion of the Board.

## PROPERTY RIGHTS AND RESTRICTIONS

### Section 11. Description of Property Interests

11.1 Title to Units. Each of the Units is declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. Exhibit 1 attached hereto lists all Units, their respective identifying numbers or Unit designations, locations (all as shown more fully on the existing floor plans of record which are also incorporated herein) and the Limited Common Area appurtenant to each Unit. Appendix B of the Prior Declaration are incorporated herein by reference.

11.2 No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying the title to a Unit without including the undivided interest each Unit has in the Common Area, and failure to include same, will automatically presume that each such undivided interest in the Common Area is transferred or mortgaged by each instrument. Any interests in the Unit, or in the Unit's undivided interest in the Common Area or the Limited Common Area appurtenant to each Unit shall not be subdivided or partitioned, and any such attempt shall be rendered void.

11.3 Leasing of Units. All leases, rental or use and occupancy arrangements for Units shall be in writing and in no event shall the initial term of any lease, rental or use and

occupancy of any Unit be less than one hundred and eighty (180) days in duration.

**11.4 Payment of Assessment Required Prior to Transfer or Mortgage.** Except as provided by The Condominium Act (RSA 356-B:46) relating to first mortgagee's rights, no Owner may transfer the title to the Owner's Unit, or lease, or mortgage the Unit if any of the Association's assessments and/or any outstanding liens are unpaid. In such an event, any such transfer, mortgage, or lease is void unless the unpaid assessments and/or all liens against the Unit are paid in full at the time of the transfer. Upon payment of all outstanding assessments against a Unit, including all lien amounts, the Association shall provide the Owner and/or mortgagee with a lien release and a certificate signed by the Manager or Board for the Unit stating that all assessments and liens have been paid in full as of a particular date.

**11.5 Description of the Units and Buildings.** Units are either housed in: (i) one or two story townhouse buildings; (ii) three story mid-rise style buildings; and (iii) two story single-family detached buildings. The buildings are of wood frame construction with poured cement foundations or slabs, except for the one story townhouses and the three story mid-rise style buildings which are all or part wood frame, masonry and steel construction.

**11.6 Submitted Property of the Condominium.** All previously submitted property in the Condominium, as described in the Appendices of the Prior Declaration, is subject to all easements, covenants, conditions, agreements, and restrictions of record.

**11.7 Easement for Ingress and Egress.** All Owners shall have an easement in common with the other Owners and Units for ingress and egress through, and the use and enjoyment of the Common Area by all persons legally entitled to use same, subject to the Association's rights to terminate and/or suspend the use of same in the event of a breach or violation by the Owner of the Declaration, Bylaws, and Rules. The Condominium is also subject to all easements for ingress and egress by all utility company employees and equipment, as well as by the Association's employees, and by any other person or company with lawful purpose authorized by the Board or Manager.

**11.8 Easement for Structural Encroachments.** There shall be valid easements for the maintenance of any reasonable and minor encroachments of one Unit with another Unit based on the settling or shifting of the structures in which the Units are located, so long as that said encroachment did not occur due to the willful conduct of the Owner receiving the benefit of the easement.

**11.9 Easement for Access to Units.** The Board and Manager, and its employees and contractors, shall have a right of access to each Unit to inspect the Unit and its structural support and/or safety, and to remove violations concerning support and/or safety from the Unit at the Owner's cost, to terminate or to suspend services and use of the Common Area, and to maintain, repair, or replace the Common Area contained in each Unit or elsewhere in the structure by access through the Unit. Every portion of a Unit which contributes to

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the integrity of the building structure or contains Common Area items (eg. pipes, utilities) shall be burdened with this easement for access by the Board and the Manager (and the Association's and utility companies' employees and contractors). Each Owner shall have an easement in common with Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Areas located in any of the other Units and serving the Owner's Unit.

**11.10 Restrictions on the Use of the Limited Common Areas and Common Area.** The Common Area shall be limited to use by the Owners, their tenants, guests, invitees, and licensees. All Limited Common Area shall be restricted to use by the Owner of the Unit to which the Limited Common Area is appurtenant, and to the Owner's tenants, guests, invitees, and licensees. The Common Area and the Limited Common Areas shall not be maintained in such a manner so as to create a nuisance or waste. No activity shall be permitted in the Limited Common Areas or the Common Area which is a source of annoyance to the residents of Units or interferes with the peaceful occupancy of Units.

**11.11 Declaration, Bylaws, and Rules.** The Declaration, Bylaws, and Rules adopted by the Board, and the decisions and resolutions of the Association or the Board, or its representatives, as lawfully amended from time to time, all contain or will contain certain restrictions as to the use of the Units and the Condominium, and will contain covenants as to the obligations of the Units and the Owners. All present or future Owners, tenants and occupants of the Units, including all children, guests, servants, agents, employees, family members, licensees, and invitees of the Owners, or any other person who might use the Condominium or the Units in any manner, are subject to the provisions of the Declaration, Bylaws, and Rules of the Condominium and the Association. The acceptance or the entering into the occupancy of any Unit or the use of any portion of the Condominium, including the receipt of any Condominium Unit deed, shall constitute an agreement that the provisions of the Declaration, Bylaws, and Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, guests, invitees, tenants or occupants, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof. Each Owner, guest, invitee, and tenant shall comply with all restrictions, provisions, and covenants in the Declaration, Bylaws, and Rules, and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due for damages, for injunctive relief, and/or to terminate or suspend the Association's services and/or use of the Common Area, which by definition includes the use of the Limited Common Area. All such actions in law or at equity shall be authorized by the Board, and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including its attorneys' fees.

**11.12 Resale of Units.** Pursuant to The Condominium Act (RSA 356-B:58), in the event of any resale of a Unit, the prospective Owner shall have the right to obtain from the Owners' Association, prior to the contract date of the disposition, the following information

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in statement form: (a) the amount of unpaid assessment currently levied against that Unit; (b) the capital and major maintenance expenditures anticipated by the Unit Owners' Association within the current or succeeding two fiscal years; (c) the reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board; (d) the income statement and balance sheet of the Unit Owners' Association for the last fiscal year for which such statement is available; (e) the status of any pending suits or judgments in which the Unit Owners' Association is a party defendant; (f) what insurance coverage is provided for all Owners by the Unit Owners' Association and what additional insurance coverage would normally be secured by each individual Owner; and (g) a statement that any improvements or alterations made to the Unit, or the Limited Common Areas assigned thereto, by the prior Owner are not known to be in violation of the Condominium instruments. The principal officer of the Unit Owners' Association, or the Board's authorized agent, shall furnish the statements prescribed by this Section upon the written request of any prospective Owner with a sale agreement in effect within ten (10) days of receipt of such request.

## Section 12. Amendment Provisions

12.1 Amendments of Declaration and Bylaws. The Declaration and Bylaws may be amended by the agreement of at least sixty-seven percent (67%) of the Owners (252 or more Units), cast in person or by proxy at a meeting duly held pursuant to the provisions of the Bylaws, and/or by written consent signed by the Owners agreeing to the amendment. Any amendment is subject to the following restrictions:

12.1.1 Recording. No such amendment shall be effective until the amendment has been duly recorded at the Hillsborough County Registry of Deeds, executed pursuant to Section 34 of The Condominium Act (RSA 356-B:34).

12.1.2 No Unit Alteration. No amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

12.1.3 Declarant. As long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Unit(s).

12.1.4 Common Area. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of 100% of the Units (376 units). No such amendment shall be contrary to the provision of The Condominium Act.

12.1.5 Mortgage Security. No portion of any instrument of amendment

affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or insurance company or of a purchase money first mortgage shall be of any force or effect against the mortgage holder unless the same has been assented to by such mortgage holder. No portion of any amendment which would in any manner disqualify mortgages or Units in the Condominium from sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force and effect.

**12.2 Consent of Eligible Mortgage Holders.** If mortgagee approval is required pursuant to Section 12.3 of any amendment, then the Secretary shall certify in any recorded amendment that the consent of the eligible mortgage holders was obtained.

**12.2.1 Definition of Eligible Mortgage Holders.** Eligible mortgage holders (**Eligible Mortgagees**) are those holders of a first mortgage on any of the Units in the Condominium who have requested the Association in writing to notify the mortgagee on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

**12.3 Eligible Mortgage Holder Consent.** In addition to the approval by at least 67% of the Owners (252 or more Units), the approval of fifty one percent (51%) of the eligible mortgage holders shall be required to amend any of the following material provisions of the condominium documents:

**12.3.1** Voting; assessments, assessment liens or subordination of such liens.

**12.3.2** Reserves for maintenance, repair and replacement of the Common Areas (or units if applicable); insurance or Fidelity Bonds.

**12.3.3** Rights to use Common Areas or Limited Common Areas.

**12.3.4** Responsibility for maintenance and repair of the Condominium.

**12.3.5** Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project.

**12.3.6** Boundaries of any unit; the interests in the Common Areas or Limited Common Areas; convertibility of units into common areas or of common areas into units.

**12.3.7** Leasing of unit estates; imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her unit.

12.3.8 Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

12.3.9 A decision by the Owners' Association to establish self management instead of professional management.

12.3.10 Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents.

12.4 Eligible Mortgagee Consent to Amendment. Any eligible first mortgage holder that does not deliver or post to the Board a negative written response to any proposed amendment within thirty (30) days from receipt of such written notice of an amendment from the Board or its agent, the eligible mortgage holder shall be deemed to have then consented to the amendment or change pursuant to the approvals required in Section 12.3 herein. An Affidavit by the President and Secretary of the Association making reference to this section, when recorded at the Registry of Deeds, shall be conclusive as to the fact of mortgagee approval.

12.5 No Revocation or Partition. The Common Area shall remain undivided and no Owner or any other person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of The Condominium Act.

12.6 Termination. In the event of the termination or abandonment of the Condominium, the consent of at least eighty percent (80%) of the Unit Owners (301 or more Units) in the Association and the approval of at least seventy-five (75%) of eligible mortgage holders shall be required to terminate the legal status of the Condominium.

## GENERAL PROVISIONS

### Section 13. Mortgagee's Rights

13.1 Consent of First Mortgagee. Notwithstanding any other provision of this Declaration, Bylaws or Rules to the contrary, and in addition to the consent by 67% of the Owners (252 or more Units) as described in Section 12, unless at least seventy-five percent (75%) of the eligible mortgage holders have given their prior written approval, the Association and Board shall not be entitled to:

13.1.1 Change the pro-rata interest or obligations of any Unit for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or for determining the pro rata share of each Unit in the Common Area; or use hazard insurance proceeds

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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.

13.1.2 Partition or subdivide any Unit; or by act or omission 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

13.2 Priority of First Mortgagees. No provision of this Declaration, Bylaws, or Rules shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof. Any first mortgagee of record shall have all rights afforded by The Condominium Act for first mortgagees of record.

13.3 Notice to Association. An Owner who mortgages his Condominium Unit shall notify the Association in writing of the name and address of the mortgagee. The Association shall maintain suitable records pertaining to such mortgages. Such notice will not qualify the mortgagee as an eligible mortgage holder or eligible mortgagee unless the mortgagee actually notifies the Association or the Manager of the mortgagee's mortgage and the mortgagee's request to be recorded on the Association's records as an eligible mortgagee or eligible mortgage holder.

13.4 Notice to Mortgagee, Insurer or Guarantor of Mortgage. The Association, whenever so requested in writing by an eligible mortgagee, or the insurer or guarantor of such eligible mortgage holder, shall promptly report any of the following: (a) any unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Unit; (b) damage to the mortgaged Unit in excess of One Thousand Dollars (\$1,000.00); (c) damage to or loss due to condemnation of Common Area which exceeds Ten Thousand Dollars (\$10,000.00); (d) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and (e) any proposed action which would require the consent of a specified number or percentage of eligible mortgage holders as specified in this Declaration and Bylaws.

13.5 Notice of Default. The Association shall give written notice to an eligible mortgagee of any default by the Owner in the performance of any obligations under The Condominium Act, Declaration or Bylaws, and shall send a copy of such notice to the eligible mortgagee pursuant to the name and address which have been provided by the eligible mortgagee to the Association or Manager. No suit or other proceeding may be brought to foreclose the assessment lien against a Unit for any assessment levied pursuant

to the Declaration of these Bylaws except after ten (10) days prior written notice to the holder of the first eligible mortgage on the Unit which is the subject matter of such suit or proceeding.

#### Section 14. General Provisions

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

14.2 Notices. All notices, demands, bills, statements or other communications provided for or required under the Declaration and Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit or at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Association, the Board, or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners.

14.3 Invalidity. It is the intention of the Association and Owners that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction in the Declaration shall later be deemed to be invalid or void under any applicable federal, state or local law or ordinance, the remainder of the provisions in the Declaration shall be unaffected thereby. In the event that any provision, condition, covenant or restriction contained herein is, at the time of recording of this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Owners, the Declarant successors and assigns, and all persons claiming by, through or under this Declaration hereby covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration, thereby operating to validate the provisions of this instrument which otherwise might be invalid or unenforceable. In the event of any conflict between the Declaration, the Bylaws, and the Rules, the Declaration shall control over the Bylaws and the Rules, and the Bylaws over the Rules. Particular provisions within the Declaration, Bylaws or the Rules shall control the more general provisions as contained therein, except that a construction conformable with The Condominium Act (NH RSA 356-B) shall in all cases control over any construction inconsistent with the Declaration, Bylaws, and the Rules.

14.4 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

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This Amended and Restated Declaration of Ledgewood Hills Condominium, with the attached Exhibits and Schedules, including the Amended Bylaws, is executed this 20<sup>th</sup> day of January, 1999, by:

*Gary Green*

Name Gary Green  
President, Ledgewood Hills Condominium Association

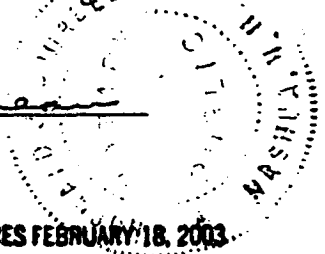
*Peter J. Beanland*

Name Peter J. Beanland  
Treasurer, Ledgewood Hills Condominium Association

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5 day of March, 1999, by Gary Green, President of Ledgewood Hills Condominium Association, on behalf of the Association and Unit Owners of Ledgewood Hills Condominium.

*Normand J. Bouchard*  
Notary Public/Justice of the Peace

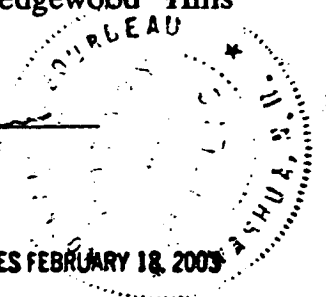


MY COMMISSION EXPIRES FEBRUARY 18, 2003

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5 day of March, 1999, by Peter Beanland Treasurer of Ledgewood Hills Condominium Association, on behalf of the Association and Unit Owners of Ledgewood Hills Condominium.

*Normand J. Bouchard*  
Notary Public/Justice of the Peace



MY COMMISSION EXPIRES FEBRUARY 18, 2003

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CERTIFICATION OF THE SECRETARY

Normand J. Bourbeau,  
I, \_\_\_\_\_, Secretary of Ledgewood Hills Condominium Association, do hereby certify that the above Amended and Restated Declaration of Ledgewood Hills Condominium was approved by more than two-thirds of the Unit Owners of Ledgewood Hills Condominium Association, which Association is a unit owner's association comprised of all of the unit owners of units at Ledgewood Hills Condominium, with such approval received at the annual meeting held on January 20, 1999 in Nashua, New Hampshire, or immediately thereafter by written consent of the Owners, and that said meeting and vote or written consent complied with the requirements of the Condominium Act (RSA 356-B) and the prior Declaration and Bylaws required for amending the Declaration and the Bylaws of the Condominium.

Normand J. Bourbeau  
Name, Secretary *Normand J. Bourbeau*  
Ledgewood Hills Condominium Association

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APPENDIX A  
OF AMENDED AND RESTATED DECLARATION OF  
LEDGEWOOD HILLS CONDOMINIUM

AMENDED BYLAWS OF  
LEDGEWOOD HILLS CONDOMINIUM ASSOCIATION

ARTICLE 1

PLAN OF UNIT OWNERSHIP

1.1 Introduction. These Amended Bylaws of Ledgewood Hills Condominium Association (Bylaws) replace and supersede all earlier bylaws of the Association. The effective date of these Bylaws shall be the date that they are recorded in the Hillsborough Country Registry of Deeds.

1.2 Purpose. The administration of the Unit Owners' Association (Association) of the Ledgewood Hills Condominium (Condominium) shall be governed by these Bylaws which are annexed to the Amended and Restated Declaration of Ledgewood Hills Condominium (Declaration) and are made a part thereof. All Unit Owners (Owners) in the Condominium shall be members of the Association. The Association is a "condominium association" organized and operating to provide for the management, maintenance and care of the Condominium. As specifically provided for in the Declaration, the Association is responsible for establishing the means and methods of collecting the assessments for the maintenance and operation of the Condominium, and for arranging for the management and use of the Common Area, Limited Common Area, and the Units pursuant to the provisions of the Declaration, these Bylaws, and the Rules and Regulations of the Association (Rules).

1.3 Office. The office of the Association and of the Association's Board of Directors (Board) shall be located at the Condominium or at such other place as may be designated from time to time by the Board.

ARTICLE II

UNIT OWNERS' ASSOCIATION

2.1 Membership and Voting. Every Owner of a Unit shall be a member of the Association, and each Unit shall have one vote in the Association. The Association shall have two classes of membership with the voting rights as follows:

2.1.1 Active Membership. Active membership shall be held by those Owners who are paid up to date in their Unit's assessments, charges, and fees at the time of any meeting or vote of the Association. Active members shall be entitled to one vote for each Unit that they own. When more than one person or entity is an owner of the

same Unit, all such persons and/or entities shall be members of the Association and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

**2.1.2 Inactive Membership.** Any Owner not current in the Owner's assessments, charges, or fees will be an inactive member. Inactive members shall not participate in Association business, shall not be entitled to vote and will not be counted for the purposes of a quorum or a vote. However, all inactive members shall be liable for the continued payment of all assessments, charges, and fees during their inactive status.

**2.1.3 "Majority of the Owners"** means the Owners of the Units representing more than fifty percent (50%) of the votes in the Association (189 or more Units).

**2.2 Meetings of the Association.** Meetings of the Association shall be held at the clubhouse of the Condominium or at such other suitable place as may be designated by the Board and stated in the notice of the meeting. The Association shall meet as follows:

**2.2.1 Annual Meetings.** The Association shall meet once per year on the third Wednesday of the month following the end of the fiscal year, at the Condominium's clubhouse at 7:00 p.m.. In the event of a significant conflict with this date, and for good cause only, the Board may schedule the annual meeting of the Association during any other Wednesday night within the month following the end of the fiscal year.

**2.2.2 Monthly Meetings.** The Association shall meet once per month on the third Wednesday of each month, at the same time and place as defined above in Section 2.2.1., unless said meeting is rescheduled by the Board by prior written notice to the Owners.

**2.2.3 Special Meetings.** It shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary of the Association by Owners having not less than thirty percent (30%) of the votes (113 or more Units) of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**2.3 Notice of Meeting.** It shall be the duty of the Secretary or the Clerk of the Association to mail, by United States first class postage prepaid mail, a notice of each annual meeting of the Owners, at least twenty-one (21) days in advance of each annual meeting, and at least seven (7) days in advance of any other special meeting, stating the

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purpose of the meeting as well as the time and place where it is to be held, to each Owner at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Association. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. No business shall be transacted at a special meeting except as stated in the notice. Any and all types of business may be transacted at any and all regular annual meetings and monthly meetings of the Association. No notice is required to be sent to the Owners for Monthly Meetings of the Association unless the meetings are rescheduled by the Board to a different time and place.

**2.4 Quorum.** The presence at the meeting of Owners in person, or by proxies from Owners, entitled to cast thirty percent (30%) of the total votes (113 or more Units) of the active membership shall constitute a quorum to start any special or annual meeting of the Owners. Owners not present who submit a proxy which is received prior to the start of the meeting shall be considered to be present for purposes of a quorum.

**2.5 Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of The Condominium Act (RSA 356-B:39), as said Act may be amended from time to time. Exhibit 4 describes the current statutory requirements with a sample of a proxy form.

**2.6 Written Consent of Vote.** For Association approvals related to amendments and matters which require greater than fifty percent (50%) of the Owners' approval (189 or more Units), the Association, at the discretion of the Board, may obtain the necessary approvals in addition to all Owner approvals obtained at a special, monthly, or annual meeting, by obtaining written consent within ninety (90) days after any such meeting from all those Owners not in attendance in person or by proxy at the Association meeting.

**2.7 Order of Business and Conduct of Meetings.** The order of business at all meetings of the Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers and Board; (e) report of Manager; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business; any of which may be waived by the President or his/her designate. The President, or his/her designate, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Record Book all resolutions adopted by the meeting as well as a record of all business transacted. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or The Condominium Act.

## ARTICLE III

### BOARD OF DIRECTORS

**3.1 Powers and Duties.** The affairs and business of the Association shall be managed by a Board which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things that are not prohibited by The Condominium Act, by the Declaration, or by these Bylaws directed to be exercised and done by the Association that are in the collective best interest of the Owners. The Board shall have the power from time to time to adopt any Rules deemed necessary for the management, regulation, enforcement, and enjoyment of the Condominium provided that such Rules shall not be in conflict with The Condominium Act, the Declaration or these Bylaws. The Board may delegate to one of its members the authority to act on behalf of the Board on specified and Board pre-approved matters which might arise between meetings of the Board. In addition, the Board shall have the power to carry out, and be responsible for, the following:

**3.1.1 Budget Preparation.** Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expense assessments and reserves.

**3.1.2 Assessment Authority.** Making assessment against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and issuing the proceeds to carry out the administration of the Association. Unless otherwise determined by the Board, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on or before the first day of each month for said month. The Board does not have authority to include in any assessments to the Owners any expenditures which are for additions, alternations, or improvements to the Condominium which cost in total over \$20,000.00 (Twenty Thousand Dollars), or for any cost or expense assessed against the Condominium and/or against the Association by third parties which are not approved by a majority of the Owners at a duly called meeting of the Association or which expenses are not considered maintenance, repair, replacement, or routine operating expenses of the Common Area identified in the Association's budget. To the extent the Association incurs an expenditure liability to a third party or to an Owner(s) greater than its assets (reserve and operational accounts) which is not covered by insurance proceeds, the Association may not assess any such loss to the Owners without a majority vote and approval by the Owners at any duly called meeting of the Association.

**3.1.3 Operation of the Common Area.** Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and

services of the Condominium. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Condominium, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners. The Board shall employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize from time to time, including, but not limited to, the duties listed in the Declaration, Bylaws, and the Rules. The term of any employment contract shall provide that such agreement may be terminated without cause upon no more than ninety (90) days notice and without payment of penalty, unless otherwise agreed to by a majority of the Owners at a duly held meeting of the Association. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures of obligations shall be executed by any person or persons designated by a resolution of the Board.

**3.1.4 Rules and Regulations.** Making and amending rules respecting the use of Property and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceeding which may be instituted on behalf of the Owners.

**3.1.5 Insurance.** Obtaining and carrying out insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or altering of, the Condominium, and the restoration of, the Condominium, in accordance with other provisions of the Declaration and the Bylaws, after damage or destruction by fire or other casualty.

**3.1.6 Accounting.** Keeping books with detailed accounts of the receipt and expenditures affecting the Association, and the administration of the Association and of the Condominium. The Association's records shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be audited annually by a certified audit by an outside Certified Public Accountant employed by the Board who shall not be a resident, Manager, or Owner. The cost of such certified audit shall be a Common Expense.

**3.1.7 General Authority.** To do such other things and acts not inconsistent with The Condominium Act, the Declaration, and these Bylaws which it may be authorized to do by a resolution of the Association, which are in the best interests of the Owners as a whole. The Board has authority, from time to time, and in the Board's discretion, to incorporate the Owners' Association and to file all necessary incorporation documents with the State and local authorities.

**3.1.8 Easements.** To grant easements and rights with respect to utilities to be installed in, upon, under or over the Common Area and Facilities and to enter into such agreements and undertakings as shall be necessary therefor. To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Area and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Board deems necessary or desirable.

**3.2 Number of Board Members.** The Board shall be composed of five (5) persons. Board Members (Directors) shall consist only of Owners or an officer of an entity which owns a Unit.

**3.3 Election, Term of Office, Vacancies and Removal.** The term of office of the five (5) Directors will be for terms of two (2) years each, with two of the five Directors being elected on even years, and the other three Directors elected on odd years. The Directors shall hold office until their respective successors have been elected and hold their first meeting. Any vacancies on the Board caused by any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy; and each person so elected shall be a Director for the remainder of the term of any director so replaced. A Director may be removed with or without cause, and his successor elected, at any annual, monthly, or special meeting of the Association at which a quorum, which is defined as thirty percent (30%) of the Units (113 or more Units) is present, by an affirmative vote of a majority (over 50%) of the votes in attendance at the meeting and/or represented by proxy and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting, and an opportunity to be heard at the meeting.

**3.4 Compensation.** No Director shall receive any compensation from the Association for acting as such, excepting the reimbursement of Board approved expenses incurred by any Director.

**3.5 Board Meetings.** Meetings of the Board shall be held and conducted in the following manner:

**3.5.1 Monthly Meetings.** Monthly meetings of the Board shall be held on the third Wednesday of each month, at 7:00 p.m., at the Association's clubhouse, and prior notice of these regular meetings of the Board is not required to be given in writing to the Directors. The executive session of the Board meeting

is to be held the same evening of the Association meeting at the Association's clubhouse.

**3.5.2 Special Meetings.** Special meetings of the Board may be called by the President with seven (7) days prior written notice to each Board Member. Special meetings may also be called by the President or the Secretary upon a request by two or more Board Members. Such written notice shall be hand delivered, or given by US or overnight mail, or electronic mail for those members allowing same, stating the time, place and purpose for such meeting. No business shall be transacted at a special Board meeting except as stated in the notice. Any notice required to be provided for any meeting may be waived by any member of the Board if the Board member consents in writing within ten (10) days of the meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**3.5.3 Board Quorum.** At all meetings of the Board, three directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

**3.5.4 Conduct of Meetings.** The President, or, in the President's absence, the Vice President, or in the absence of both, the president pro tem elected by the Board, shall preside over all meetings of the Board. The Secretary shall keep the minutes of the meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Association.

**3.5.5 Dispensing with Vote.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**3.6 General Board Responsibilities.** The presiding member of the Board shall present at each annual meeting, and when called for by vote of the Association at any other meeting of the Association, a statement of the business and condition of the Association and the Condominium.

**3.7 Fidelity Bonds.** The Board shall require that all officers, agents (including the Manager) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

**3.8 Liability of the Board.** The Directors shall not be liable to the Owners for any mistake of judgment or unintentional negligence except for their own individual willful misconduct or bad faith. The Owners shall and hereby indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts

made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful negligence or misconduct, or contrary to the provisions of the Declaration or of these Bylaws. The Directors are not to be personally liable (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful negligence or misconduct, or contrary to such provisions. Every written agreement made by the Board or by the Manager on behalf of the Owners shall, if obtainable, provide that the Directors or the Manager, as the case may be, are acting only as agents for the Owners, and the person executing the contract shall have no personal liability thereunder (except as Owners). The Association shall indemnify all Directors from all threatened, pending or completed actions, suits, or other legal proceedings whether or not based in contract, by reason of the fact that the Director is or was a Director, or officer, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Director in connection with such action, suit or proceeding unless the Director acted in bad faith, was guilty of willful negligence or misconduct, or intentionally acted contrary to the provisions of the Declaration or these Bylaws.

3.9 Special Board Approvals Requiring All Members. All five of the Board members are required to vote on: i) any proposed annual Budget, or ii) on any addition, alteration, or modification to the Condominium.

#### ARTICLE IV

##### OFFICERS

4.1 Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary (who may also be known as the "Clerk"), and a Treasurer, all of whom shall be elected annually by the Board. With the exception of the Secretary, all officers must be members of the Board. The officers of the Association shall be elected by the Board immediately following the annual Association meeting and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a monthly meeting or special meeting called for such purpose. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any monthly meeting of the Board, or at any special meeting of the Board called for such purpose.

4.2 President. The President shall: i) be the chief executive officer; ii) preside at meetings of the Association and at meetings of the Board, iii) be an ex-officio member of all committees, iv) have general and active management of the business of the Association, and shall v) insure that all orders and resolutions of the Board are carried into effect. The President shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire, except where they may be in conflict with any other provision of these Bylaws and the Declaration.

4.3 Vice President. The Vice President shall have all of the powers and duties of the President when the President is unable to fulfill them or be present at a meeting of the



Association or the Board.

4.4 Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association, shall record the minutes of all proceedings in the record book of the Association and shall perform like duties for committees when required. The Secretary shall keep the record book current and shall give, or cause to be given, notice of all meetings of the Association, and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

4.5 Treasurer. The Treasurer shall be responsible for all funds and all reserves held in trust by the Association, and shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. The Treasurer shall disburse funds as ordered by the Board, and render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

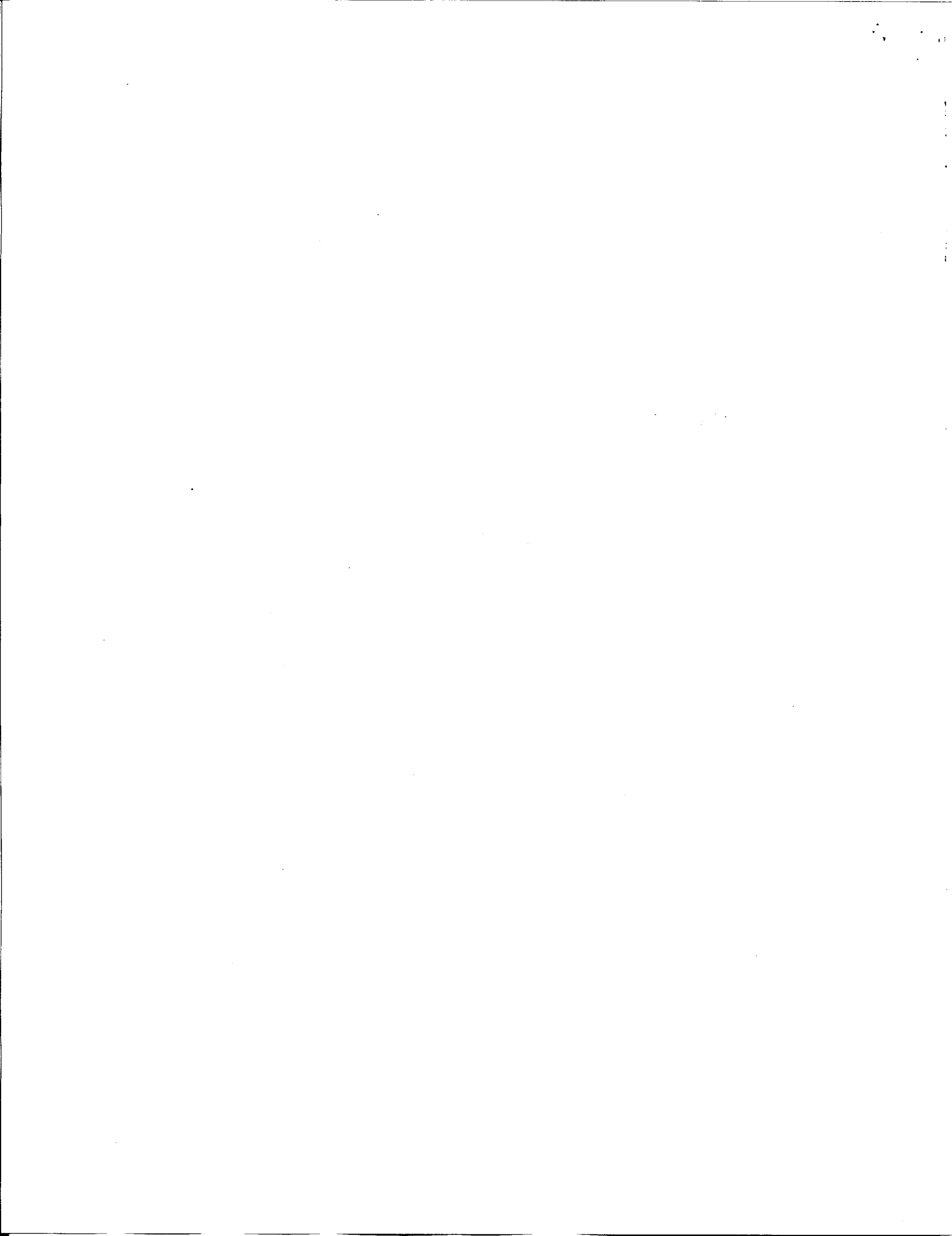
## ARTICLE V

### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

5.1 Amendment. These Bylaws may be amended pursuant to the provisions set forth in the Declaration.

5.2 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 applicable City, State, or Federal 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 circumstances 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.

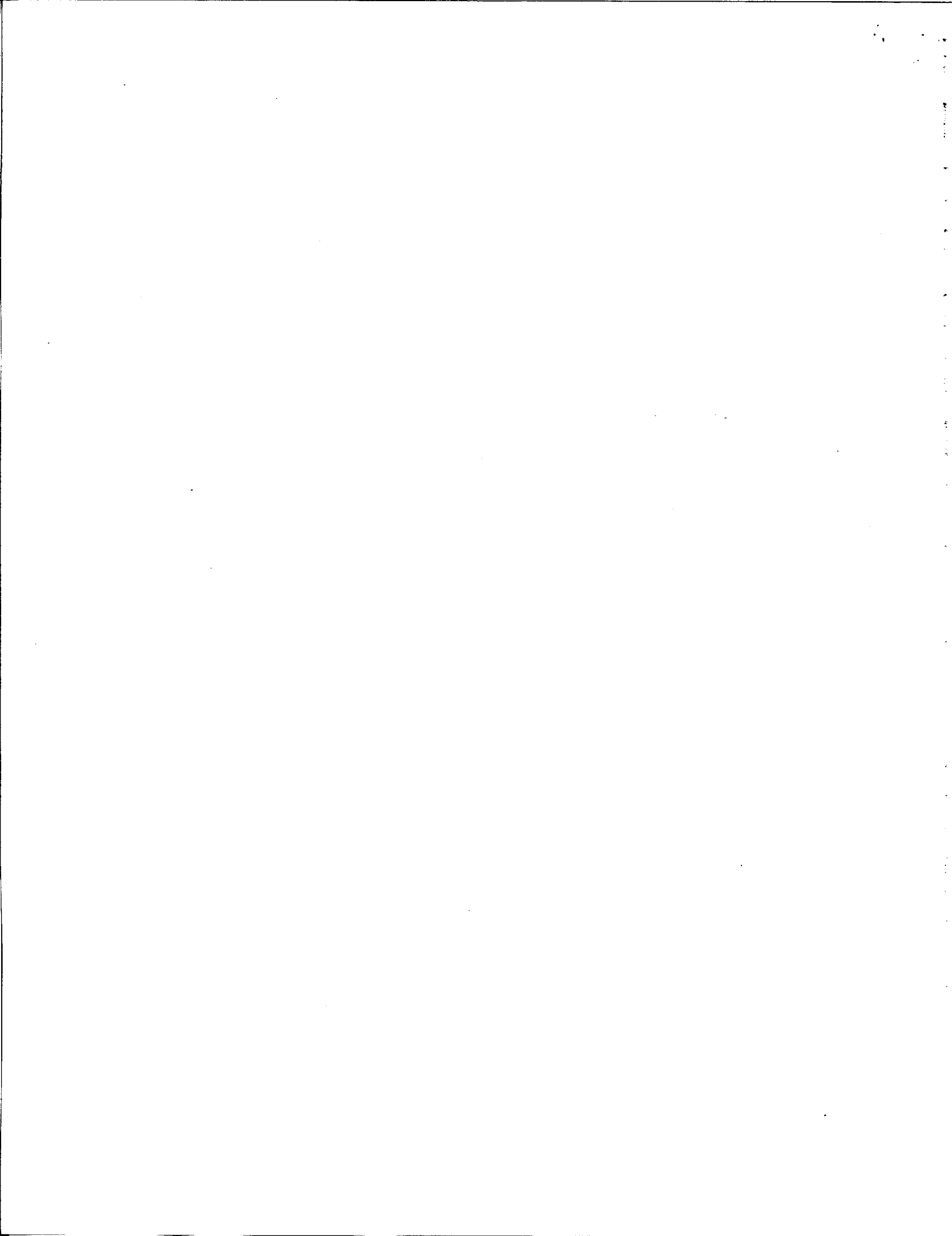
5.3 Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same.



**APPENDIX B  
EXHIBITS TO THE DECLARATION**

<b><u>Exhibit #</u></b>	<b><u>Exhibit Description</u></b>
1.	Unit Listing by Street Addresses of Units
2.	Diagrams of Common Area and Unit Boundaries <ul style="list-style-type: none"><li>- Diagram 1: Floors / Ceilings - Midrises and Upper/Lower Townhouse Units</li><li>- Diagram 2: Floors / Ceilings - Mult-Floor Detached and Townhouse Units</li><li>- Diagram 3: Walls - Detached, Townhouse, and Midrise Units</li><li>- Diagram 4: Garages</li></ul>
3.	Unit Owner and Association Responsibilities Summary
4.	Proxy Form for Ledgewood Hills Condominium Association Meetings
5.	Prior Appendices and Prior Amendments Restated and Incorporated in the Amended and Restated Declaration of Ledgewood Hills Condominium

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## EXHIBIT 1

### LEDGEWOOD HILLS CONDOMINIUM - UNIT LISTING BY STREET ADDRESS -

	STREET ADDRESS	ORIGINAL UNIT #	STYLE
3	Aster Court	158	Belknap 3
5	Aster Court	159	Attitash 2
7	Aster Court	160	Kearsarge
9	Aster Court	161	Sunapee
11	Aster Court	162	Kearsarge
15	Aster Court	163	Belknap 3
17	Aster Court	164	Attitash 2
19	Aster Court	165	Sunapee 2
21	Aster Court	166	Kearsarge
23	Aster Court	167	Kearsarge
25	Aster Court	168	Kearsarge
27	Aster Court	169	Kearsarge
29	Aster Court	170	Sunapee 2
31	Aster Court	171	Sunapee 2
33	Aster Court	172	Kearsarge
35	Aster Court	173	Kearsarge
37	Aster Court	174	Kearsarge
39	Aster Court	175	Kearsarge
41	Aster Court	176	Sunapee 2
43	Aster Court	177	Sunapee 2
45	Aster Court	178	Kearsarge
47	Aster Court	179	Kearsarge
49	Aster Court	180	Kearsarge
51	Aster Court	181	Kearsarge
53	Aster Court	182	Sunapee 2
4	Dogwood Drive	1	Belknap 1
6	Dogwood Drive	2	Attitash 1
8	Dogwood Drive	3	Kearsarge
10	Dogwood Drive	4	Sunapee
12	Dogwood Drive	5	Kearsarge
14	Dogwood Drive	6	Belknap 1
16	Dogwood Drive	7	Attitash 1
18	Dogwood Drive	8	Belknap 1
20	Dogwood Drive	9	Attitash 1
22	Dogwood Drive	10	Kearsarge

STREET ADDRESS		ORIGINAL UNIT #	STYLE
24	Dogwood Drive	11	Sunapee
26	Dogwood Drive	12	Sunapee
28	Dogwood Drive	13	Kearsarge
30	Dogwood Drive	14	Belknap 1
32	Dogwood Drive	15	Attitash 1
34	Dogwood Drive	16	Belknap 1
36	Dogwood Drive	17	Attitash 1
38	Dogwood Drive	18	Kearsarge
40	Dogwood Drive	19	Sunapee
42	Dogwood Drive	20	Kearsarge
44	Dogwood Drive	21	Belknap 2
45-101	Dogwood Drive	73	Bristol
45-102	Dogwood Drive	74	Auburn
45-103	Dogwood Drive	75	Canterbury
45-104	Dogwood Drive	76	Enfield
45-105	Dogwood Drive	77	Dublin
45-106	Dogwood Drive	78	Jaffrey
45-107	Dogwood Drive	79	Gorham
45-108	Dogwood Drive	80	Franklin
45-201	Dogwood Drive	81	Bristol
45-202	Dogwood Drive	82	Auburn
45-203	Dogwood Drive	83	Hampton
45-204	Dogwood Drive	84	Enfield
45-205	Dogwood Drive	85	Ipswich
45-206	Dogwood Drive	86	Jaffrey
45-207	Dogwood Drive	87	Gorham
45-208	Dogwood Drive	88	Franklin
45-301	Dogwood Drive	89	Bristol
45-302	Dogwood Drive	90	Auburn
45-303	Dogwood Drive	91	Hampton
45-304	Dogwood Drive	92	Enfield
45-305	Dogwood Drive	93	Ipswich
45-306	Dogwood Drive	94	Jaffrey
45-307	Dogwood Drive	95	Gorham
45-308	Dogwood Drive	96	Franklin
47-101	Dogwood Drive	97	Bristol
47-102	Dogwood Drive	98	Auburn
47-103	Dogwood Drive	99	Canterbury
47-104	Dogwood Drive	100	Enfield
47-105	Dogwood Drive	101	Dublin

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STREET ADDRESS		ORIGINAL UNIT #	STYLE
47-106	Dogwood Drive	102	Jaffrey
47-107	Dogwood Drive	103	Gorham
47-108	Dogwood Drive	104	Franklin
47-201	Dogwood Drive	105	Bristol
47-202	Dogwood Drive	106	Auburn
47-203	Dogwood Drive	107	Hampton
47-204	Dogwood Drive	108	Enfield
47-205	Dogwood Drive	109	Ipswich
47-206	Dogwood Drive	110	Jaffrey
47-207	Dogwood Drive	111	Gorham
47-208	Dogwood Drive	112	Franklin
47-301	Dogwood Drive	113	Bristol
47-302	Dogwood Drive	114	Auburn
47-303	Dogwood Drive	115	Hampton
47-304	Dogwood Drive	116	Enfield
47-305	Dogwood Drive	117	Ipswich
47-306	Dogwood Drive	118	Jaffrey
47-307	Dogwood Drive	119	Gorham
47-308	Dogwood Drive	120	Franklin
3	Foxglove Court	137	Exeter
5	Foxglove Court	138	Durham
7	Foxglove Court	139	Jackson
9	Foxglove Court	140	Durham
11	Foxglove Court	141	Exeter
15	Foxglove Court	142	Durham
17	Foxglove Court	143	Exeter
19	Foxglove Court	144	Durham
21	Foxglove Court	145	Exeter
4	Heather Court	34	Belknap 4
6	Heather Court	35	Kearsarge
8	Heather Court	36	Sunapee
10	Heather Court	37	Kearsarge
12	Heather Court	39	Attitash 2
14	Heather Court	38	Belknap 3
16	Heather Court	40	Belknap 3
18	Heather Court	41	Attitash 2
20	Heather Court	42	Kearsarge
22	Heather Court	43	Kearsarge
24	Heather Court	44	Belknap 3
26	Heather Court	45	Attitash 2

STREET ADDRESS		ORIGINAL UNIT #	STYLE
28	Heather Court	46	Belknap 3
30	Heather Court	47	Attitash 2
32	Heather Court	48	Kearsarge
34	Heather Court	49	Kearsarge
36	Heather Court	50	Belknap 3
38	Heather Court	51	Attitash 2
40	Heather Court	52	Belknap 3
42	Heather Court	53	Attitash 2
44	Heather Court	54	Kearsarge
46	Heather Court	55	Sunapee
48	Heather Court	56	Kearsarge
50	Heather Court	57	Belknap 3
52	Heather Court	58	Attitash 2
54	Heather Court	59	Belknap 4
56	Heather Court	60	Kearsarge
58	Heather Court	61	Sunapee
60	Heather Court	62	Sunapee
62	Heather Court	63	Kearsarge
64	Heather Court	64	Belknap 4
66	Heather Court	65	Belknap 3
68	Heather Court	66	Attitash 2
70	Heather Court	67	Kearsarge
72	Heather Court	68	Sunapee
74	Heather Court	69	Sunapee
76	Heather Court	70	Kearsarge
78	Heather Court	71	Belknap 3
80	Heather Court	72	Attitash 2
2	Iris Court	152	Sunapee 2
3	Iris Court	146	Sunapee 2
4	Iris Court	153	Kearsarge
5	Iris Court	147	Kearsarge
6	Iris Court	154	Kearsarge
7	Iris Court	148	Kearsarge
8	Iris Court	155	Kearsarge
9	Iris Court	149	Kearsarge
10	Iris Court	156	Kearsarge
11	Iris Court	150	Kearsarge
12	Iris Court	157	Sunapee 2
15	Iris Court	151	Sunapee 2
3	Larkspur Court	22	Attitash 1

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	<b>STREET ADDRESS</b>	<b>ORIGINAL UNIT #</b>	<b>STYLE</b>
5	Larkspur Court	23	Belknap 1
7	Larkspur Court	24	Kearsarge
9	Larkspur Court	25	Sunapee
11	Larkspur Court	26	Kearsarge
15	Larkspur Court	28	Attitash 1
17	Larkspur Court	27	Belknap 1
19	Larkspur Court	29	Belknap 2
21	Larkspur Court	30	Kearsarge
23	Larkspur Court	31	Sunapee
25	Larkspur Court	32	Kearsarge
27	Larkspur Court	33	Belknap 2
29	Larkspur Court	121	Sunapee 2
31	Larkspur Court	122	Kearsarge
33	Larkspur Court	123	Kearsarge
35	Larkspur Court	124	Sunapee 2
4	Laurel Court	326	Sunapee 2
6	Laurel Court	325	Kearsarge
8	Laurel Court	324	Kearsarge
10	Laurel Court	323	Kearsarge
12	Laurel Court	322	Kearsarge
14	Laurel Court	321	Sunapee 2
16	Laurel Court	320	Sunapee 2
18	Laurel Court	319	Kearsarge
20	Laurel Court	318	Kearsarge
22	Laurel Court	317	Kearsarge
24	Laurel Court	316	Kearsarge
26	Laurel Court	315	Sunapee 2
28	Laurel Court	314	Sunapee 2
30	Laurel Court	313	Kearsarge
32	Laurel Court	312	Kearsarge
34	Laurel Court	311	Kearsarge
36	Laurel Court	310	Kearsarge
38	Laurel Court	309	Sunapee 2
40	Laurel Court	308	Sunapee 2
42	Laurel Court	307	Kearsarge
44	Laurel Court	306	Kearsarge
46	Laurel Court	305	Kearsarge
48	Laurel Court	304	Kearsarge
50	Laurel Court	303	Sunapee 2
52	Laurel Court	302	Sunapee 2

	STREET ADDRESS	ORIGINAL UNIT #	STYLE
52	Laurel Court	302	Sunapee 2
54	Laurel Court	301	Kearsarge
56	Laurel Court	300	Kearsarge
58	Laurel Court	299	Kearsarge
60	Laurel Court	298	Kearsarge
62	Laurel Court	297	Sunapee 2
3	Ledgewood Hills Drive	125	Sunapee 2
5	Ledgewood Hills Drive	126	Kearsarge
7	Ledgewood Hills Drive	127	Kearsarge
9	Ledgewood Hills Drive	128	Kearsarge
11	Ledgewood Hills Drive	129	Kearsarge
15	Ledgewood Hills Drive	130	Sunapee 2
17	Ledgewood Hills Drive	131	Sunapee 2
19	Ledgewood Hills Drive	132	Kearsarge
21	Ledgewood Hills Drive	133	Kearsarge
23	Ledgewood Hills Drive	134	Kearsarge
25	Ledgewood Hills Drive	135	Kearsarge
27	Ledgewood Hills Drive	136	Sunapee 2
31	Ledgewood Hills Drive	327	Sunapee 2
33	Ledgewood Hills Drive	328	Kearsarge
35	Ledgewood Hills Drive	329	Kearsarge
37	Ledgewood Hills Drive	330	Kearsarge
39	Ledgewood Hills Drive	331	Kearsarge
41	Ledgewood Hills Drive	332	Sunapee 2
45	Ledgewood Hills Drive	339	Sunapee 2
47	Ledgewood Hills Drive	340	Kearsarge
49	Ledgewood Hills Drive	341	Kearsarge
51	Ledgewood Hills Drive	342	Kearsarge
53	Ledgewood Hills Drive	343	Kearsarge
55	Ledgewood Hills Drive	344	Sunapee 2
57	Ledgewood Hills Drive	345	Sunapee 2
59	Ledgewood Hills Drive	346	Kearsarge
61	Ledgewood Hills Drive	347	Kearsarge
63	Ledgewood Hills Drive	348	Kearsarge
65	Ledgewood Hills Drive	349	Kearsarge
67	Ledgewood Hills Drive	350	Sunapee 2
69	Ledgewood Hills Drive	351	Sunapee 2
71	Ledgewood Hills Drive	352	Kearsarge
73	Ledgewood Hills Drive	353	Kearsarge
75	Ledgewood Hills Drive	354	Kearsarge

	<b>STREET ADDRESS</b>	<b>ORIGINAL UNIT #</b>	<b>STYLE</b>
77	Ledgewood Hills Drive	355	Kearsarge
79	Ledgewood Hills Drive	356	Sunapee 2
81	Ledgewood Hills Drive	357	Exeter
83	Ledgewood Hills Drive	358	Durham 2
85	Ledgewood Hills Drive	359	Exeter
87	Ledgewood Hills Drive	360	Exeter
89	Ledgewood Hills Drive	361	Durham 2
90	Ledgewood Hills Drive	376	Exeter
91	Ledgewood Hills Drive	362	Exeter
92	Ledgewood Hills Drive	375	Exeter
93	Ledgewood Hills Drive	363	Exeter
94	Ledgewood Hills Drive	374	Exeter
95	Ledgewood Hills Drive	364	Exeter
96	Ledgewood Hills Drive	373	Durham 2
97	Ledgewood Hills Drive	365	Durham 2
98	Ledgewood Hills Drive	372	Exeter
99	Ledgewood Hills Drive	366	Exeter
100	Ledgewood Hills Drive	371	Exeter
101	Ledgewood Hills Drive	367	Durham 2
103	Ledgewood Hills Drive	368	Exeter
105	Ledgewood Hills Drive	369	Durham 2
107	Ledgewood Hills Drive	370	Exeter
12-101	Ledgewood Hills Drive	273	Bristol
12-102	Ledgewood Hills Drive	274	Auburn
12-103	Ledgewood Hills Drive	275	Canterbury
12-104	Ledgewood Hills Drive	276	Enfield
12-105	Ledgewood Hills Drive	277	Dublin
12-106	Ledgewood Hills Drive	278	Jaffrey
12-107	Ledgewood Hills Drive	279	Gorham
12-108	Ledgewood Hills Drive	280	Franklin
12-201	Ledgewood Hills Drive	281	Bristol
12-202	Ledgewood Hills Drive	282	Auburn
12-203	Ledgewood Hills Drive	283	Hampton
12-204	Ledgewood Hills Drive	284	Enfield
12-205	Ledgewood Hills Drive	285	Ipswich
12-206	Ledgewood Hills Drive	286	Jaffrey
12-207	Ledgewood Hills Drive	287	Gorham
12-208	Ledgewood Hills Drive	288	Franklin
12-301	Ledgewood Hills Drive	289	Bristol
12-302	Ledgewood Hills Drive	290	Auburn

STREET ADDRESS		ORIGINAL UNIT #	STYLE
12-303	Ledgewood Hills Drive	291	Hampton
12-304	Ledgewood Hills Drive	292	Enfield
12-305	Ledgewood Hills Drive	293	Ipswich
12-306	Ledgewood Hills Drive	294	Jaffrey
12-307	Ledgewood Hills Drive	295	Gorham
12-308	Ledgewood Hills Drive	296	Franklin
16-101	Ledgewood Hills Drive	249	Bristol
16-102	Ledgewood Hills Drive	250	Auburn
16-103	Ledgewood Hills Drive	251	Canterbury
16-104	Ledgewood Hills Drive	252	Enfield
16-105	Ledgewood Hills Drive	253	Dublin
16-106	Ledgewood Hills Drive	254	Jaffrey
16-107	Ledgewood Hills Drive	255	Gorham
16-108	Ledgewood Hills Drive	256	Franklin
16-201	Ledgewood Hills Drive	257	Bristol
16-202	Ledgewood Hills Drive	258	Auburn
16-203	Ledgewood Hills Drive	259	Hampton
16-204	Ledgewood Hills Drive	260	Exeter
16-205	Ledgewood Hills Drive	261	Ipswich
16-206	Ledgewood Hills Drive	262	Jaffrey
16-207	Ledgewood Hills Drive	263	Gorham
16-208	Ledgewood Hills Drive	264	Franklin
16-301	Ledgewood Hills Drive	265	Bristol
16-302	Ledgewood Hills Drive	266	Auburn
16-303	Ledgewood Hills Drive	267	Hampton
16-304	Ledgewood Hills Drive	268	Enfield
16-305	Ledgewood Hills Drive	269	Ipswich
16-306	Ledgewood Hills Drive	270	Jaffrey
16-307	Ledgewood Hills Drive	271	Gorham
16-308	Ledgewood Hills Drive	272	Franklin
20-101	Ledgewood Hills Drive	225	Bristol
20-102	Ledgewood Hills Drive	226	Auburn
20-103	Ledgewood Hills Drive	227	Canterbury
20-104	Ledgewood Hills Drive	228	Enfield
20-105	Ledgewood Hills Drive	229	Dublin
20-106	Ledgewood Hills Drive	230	Jaffrey
20-107	Ledgewood Hills Drive	231	Gorham
20-108	Ledgewood Hills Drive	232	Franklin
20-201	Ledgewood Hills Drive	233	Bristol
20-202	Ledgewood Hills Drive	234	Auburn

UNIVERSITY

STREET ADDRESS		ORIGINAL UNIT #	STYLE
20-203	Ledgewood Hills Drive	235	Hampton
20-204	Ledgewood Hills Drive	236	Enfield
20-205	Ledgewood Hills Drive	237	Ipswich
20-206	Ledgewood Hills Drive	238	Jaffrey
20-207	Ledgewood Hills Drive	239	Gorham
20-208	Ledgewood Hills Drive	240	Franklin
20-301	Ledgewood Hills Drive	241	Bristol
20-302	Ledgewood Hills Drive	242	Auburn
20-303	Ledgewood Hills Drive	243	Hampton
20-304	Ledgewood Hills Drive	244	Enfield
20-305	Ledgewood Hills Drive	245	Ipswich
20-306	Ledgewood Hills Drive	246	Jaffrey
20-307	Ledgewood Hills Drive	247	Gorham
20-308	Ledgewood Hills Drive	248	Franklin
30-101	Ledgewood Hills Drive	201	Bristol
30-102	Ledgewood Hills Drive	202	Auburn
30-103	Ledgewood Hills Drive	203	Canterbury
30-104	Ledgewood Hills Drive	204	Enfield
30-105	Ledgewood Hills Drive	205	Dublin
30-106	Ledgewood Hills Drive	206	Jaffrey
30-107	Ledgewood Hills Drive	207	Gorham
30-108	Ledgewood Hills Drive	208	Franklin
30-201	Ledgewood Hills Drive	209	Bristol
30-202	Ledgewood Hills Drive	210	Auburn
30-203	Ledgewood Hills Drive	211	Hampton
30-204	Ledgewood Hills Drive	212	Enfield
30-205	Ledgewood Hills Drive	213	Ipswich
30-206	Ledgewood Hills Drive	214	Jaffrey
30-207	Ledgewood Hills Drive	215	Gorham
30-208	Ledgewood Hills Drive	216	Franklin
30-301	Ledgewood Hills Drive	217	Bristol
30-302	Ledgewood Hills Drive	218	Auburn
30-303	Ledgewood Hills Drive	219	Hampton
30-304	Ledgewood Hills Drive	220	Enfield
30-305	Ledgewood Hills Drive	221	Ipswich
30-306	Ledgewood Hills Drive	222	Jaffrey
30-307	Ledgewood Hills Drive	223	Gorham
30-308	Ledgewood Hills Drive	224	Franklin
3	Lilac Court	333	Exeter
5	Lilac Court	334	Durham 2

	<b>STREET ADDRESS</b>	<b>ORIGINAL UNIT #</b>	<b>STYLE</b>
7	Lilac Court	335	Exeter
8	Lilac Court	338	Exeter
9	Lilac Court	336	Durham 2
10	Lilac Court	337	Exeter
2	Rosemary Court	183	Sunapee 2
3	Rosemary Court	200	Sunapee 2
4	Rosemary Court	184	Kearsarge
5	Rosemary Court	199	Kearsarge
6	Rosemary Court	185	Kearsarge
7	Rosemary Court	198	Kearsarge
8	Rosemary Court	186	Kearsarge
9	Rosemary Court	197	Kearsarge
10	Rosemary Court	187	Kearsarge
11	Rosemary Court	196	Kearsarge
12	Rosemary Court	188	Sunapee 2
14	Rosemary Court	189	Sunapee 2
15	Rosemary Court	195	Sunapee 2
16	Rosemary Court	190	Kearsarge
18	Rosemary Court	191	Kearsarge
20	Rosemary Court	192	Kearsarge
22	Rosemary Court	193	Kearsarge
24	Rosemary Court	194	Sunapee 2

**NOTES:**

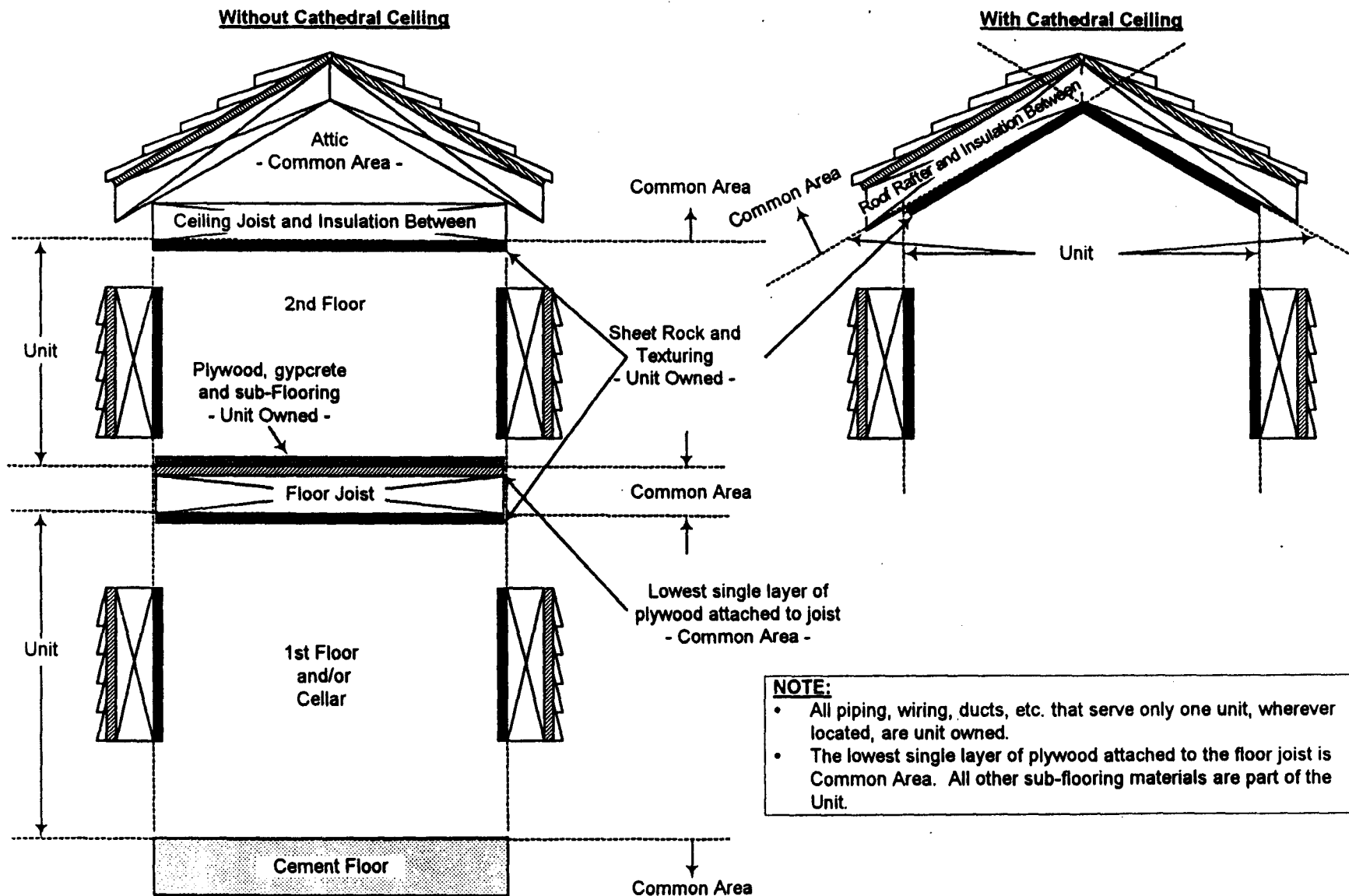
**ORIGINAL UNIT # =** The unique unit number originally assigned to each unit by the developer.

BK6U/3F6U1/2



# FLOORS AND CEILINGS

## Multi-Floor Detached and Townhouse Units



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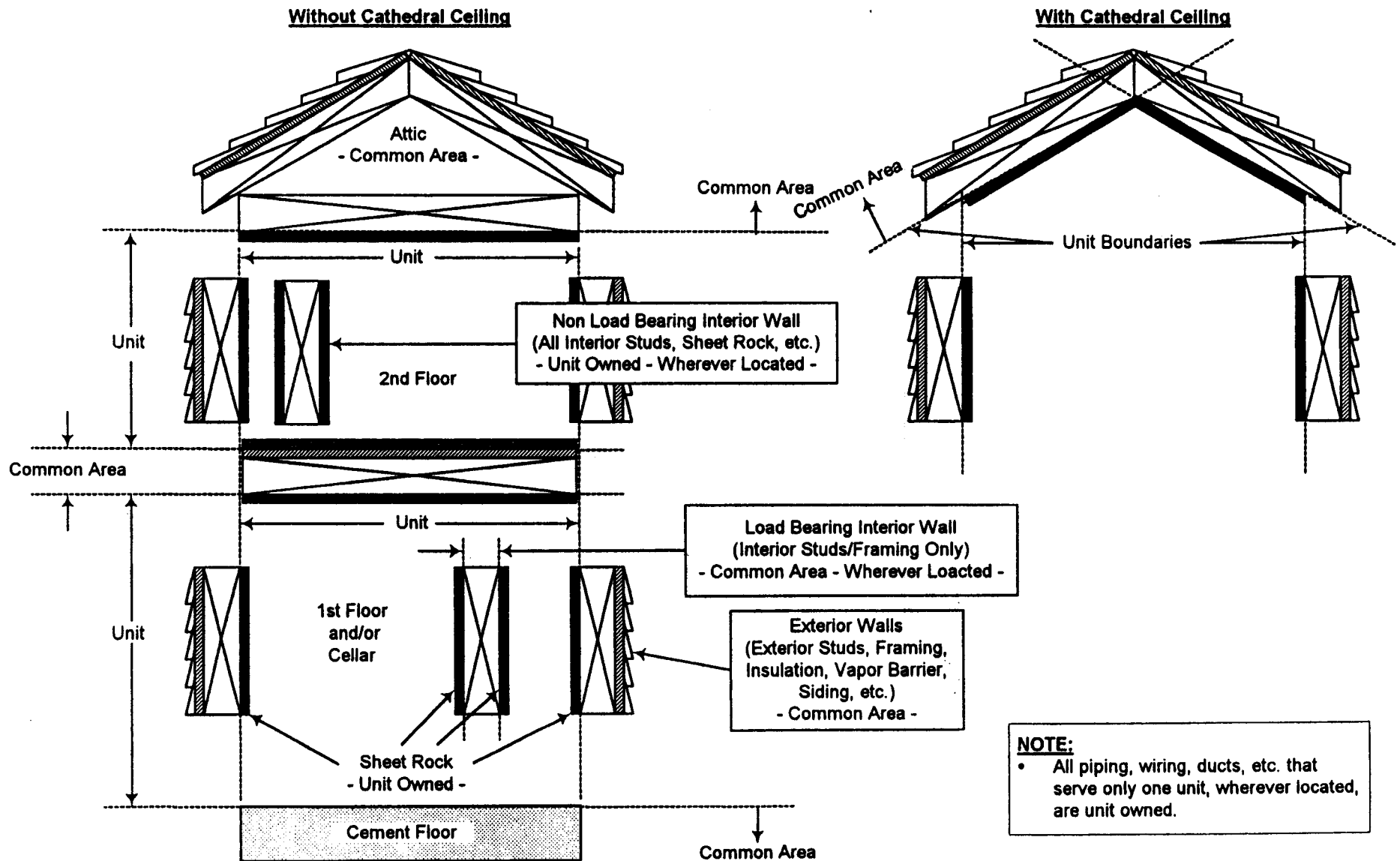
(LedgeWood Hills - 1/99)

Exhibit 2 - Diagram 2



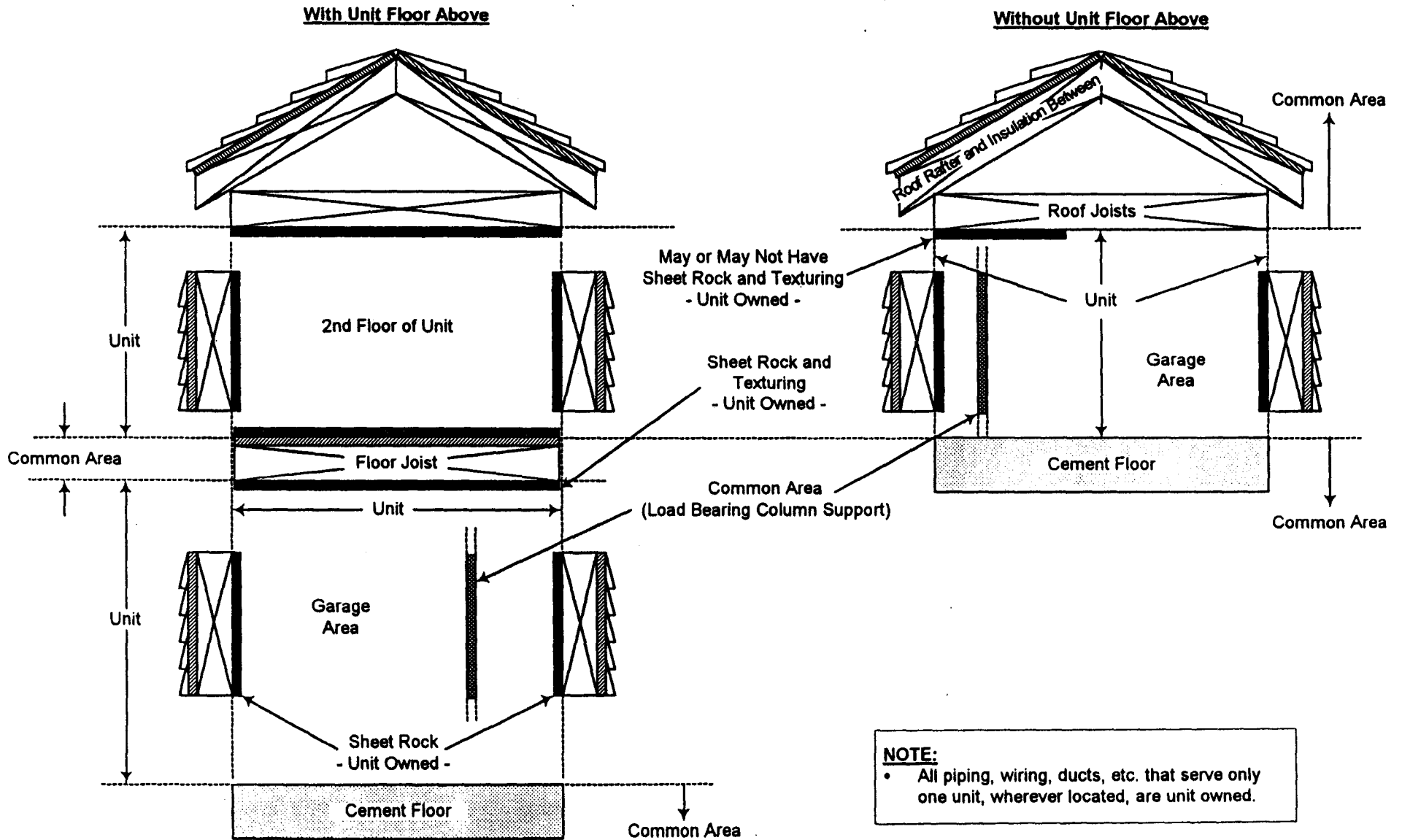
# WALLS

## Detached, Townhouse and Midrise Units



# GARAGES

## Detached and Townhouse Units



## EXHIBIT 3

### LEDGEWOOD HILLS CONDOMINIUM

#### - Owner Compared To Association Maintenance Responsibility Summary -

The Association will maintain, repair, and replace all Common and Limited Common Areas as defined in the Declaration which include such things as roofs, structure, foundation, bulkheads (doors and metal frames), lowest single layer of plywood attached to the floor joists, insulation, vapor barrier, load bearing walls and columns, balconies, decks, patios and associated steps.

The Association is also responsible for the following items which are used for or serve more than one Unit wherever located, or which serve any portion of the Common Area: heating, and plumbing systems or components, venting or air conditioning systems, wires, pipes, ducts, cables, chutes, vents, flues, conduits, utility (including water, gas, electrical, telephone, and cable) connections and service, fixtures, load bearing walls and columns or structural portions of the building running through a Unit or Common Area.

The Unit Owner will maintain, repair, and replace all Unit and Unit Related Items as defined in the Declaration, which include such things as the following -

#### Floors

All flooring and sub-flooring throughout the Unit, including all plywood and sub-flooring materials except for the lowest single layer of plywood attached to the floor joists. All carpet, carpet pads, vinyl, tile, paint, finished flooring, finished wood, floor coverings, sub-floor, gypcrete, and plywood above the lowest single layer of plywood attached to the floor joists are also part of the Unit.

The joists between the floors, the lowest single layer of plywood attached to the floor joists, the insulation between the floors, the concrete foundation, and the concrete footings are part of the Common Area.

#### Ceilings

All ceiling and related ceiling materials (sheet rock and finished surfaces) throughout the Unit up to but not including the ceiling's joists, rafters, and insulation. All trim, paint, texturing, drywall / plaster board, plaster, paneling, wood boards, and any other finished materials are also part of the Unit.

The ceiling's joists, rafters, insulation, roof framing and roofing materials are all part of the Common Area.

#### Walls

All walls, partitions and related materials throughout the Unit out to, but not including, the insulation and framing of the outermost perimeter walls. All sheet rock, wall board, drywall / plaster board, trim board, trim, paint, wall paper, plaster, paneling, interior studs and framing for non load bearing interior walls, moldings, and any finished materials are also part of the Unit.

The exterior perimeter walls framing, studs insulation and siding as well as load bearing walls' framing and studs are all part of the Common Area.

Windows, skylights, and exterior doors

All windows, skylights, exterior doors (except bulkhead doors and metal frames), sliding doors, garage windows, garage doors and panels, pull down steps, attic or crawl space doors, thresholds, and all associated rails, tracks, lifting and opening mechanisms, weather stripping, glass, screens, and all related hardware are part of the Unit. The related pre-hung units and framing for all such doors, skylights, and windows are also part of the Unit. The Unit boundary extends to the exterior, unpainted surface of the windows, skylights, doors, and pre-hung frames, and includes the exterior surface of all glass.

The exterior paint, any exterior trim required for windows/doors, and all rough opening building framing to which pre-hung windows and door frames are attached are part of the Common Area. Bulkheads (doors and metal frames) are also part of the Common Area.

Appurtenances

All items, property, materials, appurtenances, and things wherever located which serve only the Owner's Unit (**Unit Related Items**). All heating systems, piping, tubing, wiring, cables, chutes, conduits, utility lines, fireplace assemblies and flues, wiring, air-conditioning systems (including all piping, ducts, wiring, meters, meter housings, service boxes or other facilities for service or waste removal which serve only one unit wherever located), electrical components and fixtures, radon systems and piping, air exchangers, venting and flues, ventilation or other ducts (including dryer vents, bathroom vents, ventilation or other ducts), water and sewage pipes, plumbing systems, and/or all other appliances (i.e. kitchen and bath cabinets and fixtures), or appurtenances serving only one Unit wherever located, are part of the Unit served, and are included in the description of "Unit Related Items."

Garages

The above described apply as well to all single-family and townhouse Unit garages wherever located. All finished walls and ceilings, doors, door panels, door lifting and opening mechanisms, springs, rails, weather stripping attached to doorways and doors, hardware, and windows in the garage, are part of the garage and the Unit's responsibility.

Midrise Unit parking spaces and the garage storage closets assigned to individual Units are Limited Common Area appurtenant to a Unit.

Attics

Attic and crawl space doors and pull down steps. All flooring, finished walls and ceilings which the owner may have installed are the responsibility of the owner.

Attic areas are part of the Common Area and are not part of a Unit.

DK6U73P6U178

EXHIBIT 4

PROXY FORM FOR LEDGEWOOD HILLS CONDOMINIUM ASSOCIATION MEETINGS

PROXY

I/We, \_\_\_\_\_, being the Owner(s) (Legal Name of Unit Owner(s))

of the Ledgewood Hills Condominium Unit located at \_\_\_\_\_, Nashua, New Hampshire, do hereby authorize and appoint:

\_\_\_\_\_ (Legal Name of Proxy Holder)

of \_\_\_\_\_

\_\_\_\_\_ (Address of Proxy Holder)

to be my/our proxy to represent me/us on the issues and business to be discussed at the Ledgewood Condominium Association meeting to be held on \_\_\_\_\_, \_\_\_\_\_ at the Ledgewood Hills Condominium Clubhouse and to vote on my/our behalf on all of the issues and business submitted to vote at this meeting of the Association. This Proxy shall remain in full force and effect until such time as it shall be revoked by me/us by providing written notice signed by me/us to the person presiding over such meeting.

I/We further understand that this Proxy shall be void if not dated and signed, and shall automatically terminate upon the adjournment of the first Association meeting held on or after the date of this Proxy.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Printed Name of Unit Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Printed Name of Unit Owner

CONTROL NUMBER: (UNIT LABEL AFFIXED HERE)  
This Proxy Form May Only Be Used by Unit Owner(s) who were sent this Numbered Form.

BK6073PG0179

**INSTRUCTIONS:  
COMPLETING PROXY FORM BY UNIT OWNER:**

1. Insert the legal name of Unit Owner(s).
2. Insert the address of the Ledgewood Hills Condominium Unit(s) owned by the Unit Owner(s).
3. Select and write in the name of the person whom you want to vote the Proxy for you at the Association meeting. The person whom the Proxy is made out to ("Holder of the Proxy") must be at least 18 years of age, able to represent you and vote on your behalf, must be in attendance at the Association meeting, and able to present affirmative identification (eg. driver's license, pass port) of being the person named as the Proxy Holder to officials at the Association meeting.
4. The Proxy must be dated and signed by the Unit Owner(s). It is also recommended that the Proxy be witnessed when it is signed by the Unit Owner.
5. Only original Proxies, duly signed and dated, with the original labels (unit address labels or other control numbering sequence) may be used by a Proxy Holder and be valid at the Association meeting. The Proxy is only good for the Association meeting date referenced in the Proxy Form.
6. The Proxy must be mailed or sent to the Proxy Holder prior to the Association meeting.
7. The Proxy Holder must bring the original Proxy to the Association meeting, and provide same to the Property Manager or other official conducting the Association meeting as proof of the Proxy Holder's authority to vote on behalf of the designated Unit Owner(s).
8. Once properly registered and approved as being valid by the official conducting the Association meeting, then the Proxy Holder is entitled to vote on behalf of the Unit Owner(s) at the Association meeting.

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**EXAMPLE OF  
THE MEETING NOTICE SENT OUT WITH PROXY FORMS**

**NOTICE OF LEDGEWOOD HILLS CONDOMINIUM ASSOCIATION MEETING**

The meeting of the Ledgewood Hills Condominium Association shall be held at \_\_\_\_\_ p.m. on \_\_\_\_\_, \_\_\_\_\_ at the Ledgewood Hills Condominium Clubhouse for the purposes as set forth in the attached Agenda, and such other business as may properly come before the meeting.

Signed: \_\_\_\_\_  
Secretary, Ledgewood Hills Condominium Association

BK6U/3PGU181

**EXHIBIT 5**

**PRIOR APPENDICES AND PRIOR AMENDMENTS  
RESTATED AND INCORPORATED  
IN THE  
AMENDED AND RESTATED DECLARATION  
OF  
LEDGEWOOD HILLS CONDOMINIUM**

**PRIOR APPENDICES OF RECORD:**

Appendices A, B, C, D, and F from the Declaration of Ledgewood Condominium, Bk 3248 Pg 0664, BK 3856, Pg 0228 ("Prior Appendices")

**PRIOR AMENDMENTS OF RECORD:**

1. First Amendment to Declaration Bk 3266 Pg 0306 (February 7, 1985)  
[Purpose - To correct the legal description of Phase 6 in Appendix C recorded in Bk 3248 Pg 0684]
2. First Amendment to Declaration Bk 3328 Pg 0010 (June 19, 1985)  
[Purpose - To expand Ledgewood Hills Condominium from thirty-three (33) units to one hundred twenty (120) units]
3. Second Amendment to Declaration Bk 3414 Pg 0087 (November 13, 1985)  
[Purpose - To expand Ledgewood Hills Condominium from one hundred twenty (120) units to one hundred forty-five (145) units]
4. Third Amendment to Declaration Bk 3414 Pg 0108 (November 13, 1985)  
[Purpose - To expand Ledgewood Hills Condominium from one hundred forty-five (145) units to two hundred twenty-four (224) units]
5. Fourth Amendment to Declaration Bk 3534 Pg 0811 (May 28, 1986)  
[Purpose - To expand Ledgewood Hills Condominium from two hundred twenty-four (224) units to two hundred forty-eight (248) units]
6. Fifth Amendment to Declaration Bk 3796 Pg 0076 (November 24, 1986)  
[Purpose - To expand Ledgewood Hills Condominium from two hundred forty-eight (248) units to two hundred seventy-two (272) units]
7. Sixth Amendment to Declaration Bk 3796 Pg 0041 (November 24, 1986)  
[Purpose - To expand Ledgewood Hills Condominium from two hundred seventy-two (272) units to two hundred seventy-eight (278) units]
8. Seventh Amendment to Declaration Bk 4030 Pg 0299 (March 26, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from two hundred seventy-eight (278) units to two hundred eighty-three (283) units]



9. Eighth Amendment to Declaration Bk 4075 Pg 0009 (April 10, 1987)  
[Purpose - Supersedes previous amendments and amends Declaration to read: A maximum of ninety-two (92) units may be created within the Convertible/Withdrawable Land]
10. Ninth Amendment to Declaration Bk 4087 Pg 0247 (April 10, 1987)  
[Purpose - Amends Section 4(b) of the Declaration to read: A maximum of seventy-four (74) units may be created within the Convertible/Withdrawable Land]
11. Tenth Amendment to Declaration Bk 4278 Pg 0313 (July 14, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred and six (306) units to three hundred eleven (311) units]
12. Eleventh Amendment to Declaration Bk 4291 Pg 0001 (July 20, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred eleven (311) units to three hundred sixteen (316) units]
13. Twelfth Amendment to Declaration Bk 4434 Pg 0197 (October 8, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred sixteen (316) units to three hundred forty (340) units]
14. Thirteenth Amendment to Declaration Bk 4483 Pg 0002 (November 4, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred forty (340) units to three hundred forty-six (346) units]
15. Fourteenth Amendment to Declaration Bk 4514 Pg 0209 (November 24, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred forty-six units to three hundred fifty-two (352) units]
16. Fifteenth Amendment to Declaration Bk 4523 Pg 0027 (December 1, 1987)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred fifty-two (352) units to three hundred fifty-eight (358) units]
17. Sixteenth Amendment to Declaration Bk 4772 Pg 0073 (May 20, 1988)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred fifty-eight (358) units to three hundred sixty-four (364) units]
18. Seventeenth Amendment to Declaration Bk 4875 Pg 0237 (July 26, 1988)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred sixty-four (364) units to three hundred seventy (370) units]
19. Eighteenth Amendment to Declaration Bk 4882 Pg 0041 (July 29, 1988)  
[Purpose - To expand Ledgewood Hills Condominium from three hundred seventy (370) units to three hundred seventy-six (376) units]