

AMENDMENT AND RESTATEMENT
OF THE
BYLAWS
OF
KELSEY BROOK CONDOMINIUM ASSOCIATION

Olde Canterbury Road
Northwood, NH

Declarant: Kelsey Brook, LLC

The original Bylaws of Kelsey Brook Condominium dated July 19, 2023 were recorded in the Rockingham County Registry of Deeds at **Book 6495, Page 1801**. The Declarant hereby desires to amend, supersede and replace the same in its entirety by the recording of this Amendment and Restatement thereto.

ARTICLE I
Purpose and Applicability

Section 1. Purpose. There shall be established, pursuant to RSA 356-B:35, a Unit Owners Association (hereinafter, “Association”) to administer the condominium property in accordance with and subject to the provisions of the New Hampshire Condominium Act, the Declaration and these Bylaws, and any of the same as may be lawfully amended from time to time.

These Bylaws shall be utilized by the Association in conjunction with the Declaration for the daily governance of the condominium.

Section 2. Applicability. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other person who may use the facilities of the condominium in any manner, are subject to these Bylaws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a Unit shall constitute an agreement that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II
The Association

Section 1. Name. The name of this Association will be **Kelsey Brook Condominium Association.**

Section 2. Membership. Each Unit Owner, upon acquisition of a condominium ownership interest in a Unit, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a Unit. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Unit Owner of the Unit, at which time the new Owner of the Unit shall automatically become a member of the Association.

The Declarant shall be a member of the Association with respect to all Units owned by the Declarant and shall have the right, without limitation, to exercise the voting power pertinent to such Units. Until the Association is organized, the Declarant shall have the power and responsibility to act in all instances where the act requires action by the Unit Owners' Association or any of its Officers as allowed by RSA 356-B:36(III) and RSA 356-B:40(IV).

Section 3. Duties of the Association.

Management. The administration, management, maintenance, repair, alterations, and improvements of the condominium property, not the responsibility of a Unit Owner, shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of good working order, in clean, neat, and safe condition, and in conformity with all laws, ordinances, and regulations applicable to the condominium property.

Limited Common Areas. The Unit Owner(s) to whom a limited common area is assigned shall be liable for the maintenance, repairs, and replacement of the assigned limited common area. In the case of limited common area assigned to more than one Unit Owner, the expense of such repair replacement and maintenance shall be borne proportionately to each limited common assignee.

Improvement and Repair Within Units. Except as may otherwise be expressly provided herein, the Unit Owner shall keep and maintain in a state of good condition and repair those parts of the condominium property (utilities) within each Unit by making all repairs, replacements, alterations and other improvements necessary. If facilities and improvements appurtenant to a Unit become impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner fails after notice from the Association or other Owner(s) to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or correct the condition in similar manner as in Article 7 of the Declaration. The Association shall charge and assess the cost and expenses thereof to the Unit Owner(s) who should have performed the work.

General Duties. The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws and the Condominium Act.

Delegation of Authority. The Association, or its designated representative, shall be responsible for representing the Unit Owner(s) in negotiating any agreements, contracts, settlements, etc.

ARTICLE III

Meetings

Section 1. 1st Annual Meeting. After formation of the Association, there shall be an annual meeting held within thirty (30) days of said formation at which time the Association shall call for an annual meeting to be held at least once each year after the formation. In the absence of such call, and annual meeting shall be automatically scheduled on the first anniversary of the initial meeting.

Section 2. Notice of Regular Meetings. Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place and purposes(s) of such meetings shall be given by or at the direction of the Secretary of the Association, or by any other person or persons required or permitted by these Bylaws to give such notice. Notice shall be delivered by hand, electronically, or U.S. Mail to all Unit Owners of record at the address of their respective Units and to such other addresses and such as e-mail addresses, as any of them may have designated to the Secretary. Notice of the time, place and purpose(s) of any meeting of members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, which

writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him/her of notice of such meeting.

Section 3. Place of Meetings. Meetings of the Unit Owners shall be held at the condominium or such other suitable place convenient to the Unit Owners as may be designated by the Officers of the Association.

Section 4. Special Meetings. Special meetings of the Association may be held at any reasonable time as requested by the President, a majority of the Board Members or Owners having at least ten percent (10%) of the votes in the Association upon a minimum of seven (7) days' notice provided to all members of the Association. Special Meetings shall be held on the premises of the condominium or at such other place within the Town of Northwood, New Hampshire, as designated in the Notice of Hearing. If the Secretary does not notify Owners of the special meeting within thirty (30) days of the request, the requesting Owner may directly notify all other Owners of an informational meeting to discuss the request for the Special Meeting.

Section 5. Emergency Meetings. The minimum time to give notice for a meeting may be waived or reduced for meetings called to deal with an emergency. Emergencies shall include, but not be limited to, budget changes and proposals to remove an officer or member of the Board of Directors.

Section 6. Actions Without A Meeting. All actions, which may be taken at a meeting of the Association, may be taken without a meeting, with the approval of or writing signed by a majority of the votes of Unit Owners in accordance with Article IV. The Secretary or his/her designee shall maintain a permanent record of all actions taken without a meeting. Actual notice of said action by a Unit Owner prior to said action being approved, shall be deemed a waiver by him/her of the requirement that he/she receive notice of said action without a meeting.

Section 7. Conduct of Meeting. Meetings may, but are not required to, be conducted based upon Roberts' Rules of Order. Meetings may be conducted by telephonic, video or other conferencing processes. Unit Owners shall be given a reasonable, limited opportunity at any meeting to comment regarding matters affecting the Association.

ARTICLE IV

Voting

Section 1. Allocation of Votes. Each Unit Owner is allocated a number of votes proportionate to the undivided interest in the Common Area appertaining to each Unit.

Section 2. Splitting Votes. Since a Unit Owner may be more than one (1) person, if only one of such persons is present at a meeting of the Unit Owners' Association, that person shall be entitled to cast the vote appertaining to that Unit. If more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement. Such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall include (for purposes of this paragraph), without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner.

Section 3. Proxies. The Vote appertaining to any Unit may be cast pursuant to a Proxy or Proxies duly executed by, or on behalf of, the Unit Owner, or, in cases where the Unit Owner is more than one (1) person, by, or on behalf of, all such persons. No such Proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any Proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The Proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Any Proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that Proxy.

Section 4. Quorum. A quorum exists if persons entitled to cast the votes of at least fifty percent (50%) are present, either in person or by Proxy, at the beginning of such meeting.

Section 5. Transaction of Business. Except as where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of the Unit Owners, in good standing and entitled to vote, voting in person or by Proxy, is required to adopt decisions at any meeting of the Association. All voting undertaken in accordance with this Article IV shall be presumed to be valid until proven otherwise.

Section 6. Voting without a Meeting. In accordance with RSA 356-B:39-a, the Association may conduct a written vote without a meeting. Notice shall be provided in accordance with Article III and the ballot (paper or electronic) shall set forth the proposed action and provide an opportunity to vote for or against the action, shall indicate the number of responses needed to meet the quorum requirement, shall state the percent of votes necessary to approve each matter other than election

of Directors, and shall specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date shall not be fewer than ten (10) days after the Association delivers the ballot.

ARTICLE V
Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) natural persons, at least a majority of whom shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent, thereof.

Section 2. Election and Term of Office. The members of the Board of Directors shall be elected as follows:

- (a) At the annual meetings of the Association, subject to terms of the Declaration, the election of members of the Board of Directors shall be held. Except as set forth herein to the contrary, the term of office of any Board of Directors member to be elected shall be fixed at three (3) years and the terms staggered so that one-third (1/3) of the Board of Directors may be replaced at each annual meeting. The members of the Board of Directors shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. Any Board of Directors member may serve an unlimited number of terms to succeed himself.
- (b) Persons qualified to be members of the Board of Directors may be nominated for election only as follows:
 - (i) Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least two (2) Units and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice to such meeting; and
 - (ii) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one (1) person has been nominated by petition.

Section 3. Powers and Responsibilities of the Officers of the Association. The affairs and business of the Condominium shall be managed by Board of Directors of the Association, which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and Unit Owners' Association and may do all such acts and things, as are not prohibited by the Condominium Act, or by these Bylaws directed to be exercised and done exclusively by the Association. In addition to the general duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Officers shall, on behalf of the Association, be responsible for the following:

- (a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for common expenses;
- (b) Make assessments against Unit Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Unit Owners, collect said assessments, deposit the proceeds thereof in a bank depository approved by it, and use the proceeds to carry out the administration of the Property. Unless otherwise determined by the Association, the annual assessments against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment shall be due and payable in advance on the first day of each quarter; each unit shall be liable for that percentage of total assessment as is equal to their percentage ownership in the Common Area as set forth in Article 2.6 of the Declaration of Condominium;
- (c) Provide for the operation, care, repair, upkeep, replacement and maintenance of all of the property including, but not limited to, the Common and Limited Common Areas;
- (d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and Limited Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property;
- (e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Association, use the proceeds to carry out the administration of the Property;

- (f) Open bank accounts on behalf of the Unit Owners' Association and designate signatories thereon, and keeping books with detailed accounts of receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. All drafts over Five Thousand Dollars (\$5,000.00) require two signatures. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, mortgagees, and authorized agents during general business hours or business days at the times and in the manner set and announced by the Association for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles;
- (g) Obtain and carry insurance against property damage and liability, as provided in Article IX of these bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;
- (h) Pay the costs of all authorized services rendered to the Unit Owners' Association and not billed to Unit Owner of individual Units or otherwise provided for in these Bylaws;
- (i) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Areas; provided, however, that the consent of nine (9) Unit Owners obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum. If any sum borrowed by the Association on behalf of the Condominium pursuant to the authority contained in this subsection (i) shall not be repaid proportionately by the Unit Owners, a Unit Owner who pays to the creditor a percentage of the total amount due, equal to his Common Area Interest in the Condominium, shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for the payment of the remaining amount due such creditor;

- (j) The Directors, in their discretion, may notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such mortgage in the event such default continues for a period in excess of sixty (60) days;
- (k) Pursuant to NH RSA 356-B:58, in the event of a resale of a Unit or any interest in a Unit by any persons other than the Declarant, the prospective Buyer shall have the right to obtain from the Association prior to the contract date of the disposition, the following:
- (a) A recordable statement setting forth the amount of unpaid assessments currently levied against the Unit and any other requirements as set forth in RSA 356-B:46 and B:47. The Association may charge Ten (\$10.00) Dollars for the issuance of the statement, or the maximum as shall be allowed by statute, whichever is greater.
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.
- (d) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.
- (e) A statement of the status of any pending suits or judgments in which the Association is a party defendant.
- (f) A statement setting forth which insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner.
- (g) A statement that any improvements or alterations made to the Unit, or the Limited Common Area assigned thereto, by the prior Unit Owner, are not known to be in violation of the condominium instruments.

(h) For statements (b) through (c), the Association may charge a total of Twenty Five (\$25.00) Dollars for the issuance of the statements, or the maximum as shall be allowed by statute, whichever is greater.

- (l) Do such other things and acts not inconsistent with the Condominium Act or the Condominium instruments which the Association may be authorized to do by a resolution of the Unit Owners' Association.

Section 4. Delegation of Powers; Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" or "Manager" at a compensation established by the Board of Directors. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Condominium Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Board of Directors. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by the Act, the Declaration and these Bylaws.

Section 5. Removal or Resignation of Members of the Board of Directors. At any regular or special meeting of the Association duly called for that purpose, any one or more of the members of the Board of Directors may be removed with or without cause by Unit Owners entitled to cast at least fifty percent (50%) of all the Votes in the Association and a successor shall then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board Member shall give notice thereof to the Secretary. When removal has been proposed by a Unit Owner, notice of a meeting to address removal shall be given by the Secretary of the time, place and purpose of the meeting and the Member whose removal is pending shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his/her predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Section 7. Organizational Meeting. The first meeting of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he/she is the outgoing president) at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, if a majority of the Board of Directors members shall be present at such meeting.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members, but an open meeting of the Board of Directors shall be held at least once per quarter during each fiscal year. If a meeting of the Board of Directors is not open, then a recording of the meeting must be made and such recording shall be available to the Unit Owners for up to thirty (30) days upon request. Unless meetings are noticed in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, notice of meetings of the Board of Directors shall be given to each member by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners, at least ten (10) business days prior to the day named for such meeting.

Section 9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of the Board of Directors. At all meetings of the Board of Directors a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Board of Directors may participate in and be counted for quorum purposes any meeting by means of which all persons participating in the meeting can hear each other.

Section 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The Board of Directors may, but is not required to, use Robert's Rules of Order governing the conduct of the meetings of the Board of Directors. Meetings may be held by telephonic, video or other conferencing process provided that the provisions of Section 8 are followed.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VI

Officers

Section 1. Designation and Election of Officers. The principal officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected by the Association (herein referred to as "Officer" or "Officers"). Officers shall serve for terms of one (1) year. In the event that a term of an Officer expires and no election has taken place to designate a successor, then that Officer shall continue in office until such election takes place.

Section 2. President. The President shall be the presiding officer at the meetings of the Association. The President shall be the Chief Executive Officer of the Unit Owners' Association and will be responsible for carrying out all of the acts of the Association. The President is empowered to delegate such duties as he sees fit.

Section 3. Treasurer. The Treasurer shall, in general, perform all duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire.

The Treasurer shall have custody of all funds and securities that are not under control of a manager, if any, and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, shall deposit moneys and other valuable effects in such depositories and under such names as may be designated by the Association. Such records shall include, without limitation, chronological listings of all assessments and common expenses on account of the Common Area and the amounts paid and the amounts due on such assessments by each Unit

Owner. The books and records of the Association shall be kept in accordance with generally accepted accounting principles and procedures. The Treasurer will also disburse funds as ordered by the Association, where possible taking proper vouchers for disbursements, and shall render to the President at regular meetings of the Association whenever he may require it, an account of all transactions and of the financial condition of the Association. All Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

Section 4. Secretary. The Secretary will keep the minutes of all meetings of the Association and shall provide such notices as are necessary to the Unit Owners. The Secretary shall, in general, perform all duties incident to the office of Secretary of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. In addition, the Secretary/Treasurer shall maintain the following:

- (a) A complete list of the Unit Owners and their last known post office addresses;
- (b) A complete list of the names and addresses of mortgagees holding mortgages on Units;
- (c) Copies of the Condominium documents and minutes of meetings; and,
- (d) A list setting forth the place to which all notices to Unit Owners shall be delivered. These lists and condominium documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours upon reasonable notice. The Secretary may delegate some or all of these duties to another person that is approved by the Association.

All Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

Section 5. Compensation of Officers. No Officer shall receive any compensation from the Association for acting as such unless and until authorized by a vote of the Association at an annual meeting.

Section 6. Fidelity Bonds. The Association may require that all Officers, agents or other designated persons furnish adequate fidelity bonds. Premiums for such bonds shall be considered a common expense.

Section 7. Liability of Officers, Directors, Unit Owners, and Unit Owners' Association. No Officer or Director of the Association shall be liable to the Unit Owner for any mistake of

judgment, negligence, or otherwise, except for his/her individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration or these Bylaws or rules promulgated pursuant to Article VIII, as lawfully amended from time to time ("Rules"). The Unit Owners shall indemnify and hold harmless each of the Directors and Officers from and against (i) all contract or negligence liability to others arising out of the contracts made by, and action taken or omitted by, the Officers on behalf of the Unit Owner unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such Officers in connection with any threatened, pending or completed action, suit or proceeding unless said Officer acted in bad faith or was guilty of willful misconduct. It is intended that the Directors and Officers of the Association shall have no personal liability (except as Unit Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners unless, made, taken or omitted in bad faith or due to willful misconduct. It is also intended that the liability of any Unit Owner arising out of any contract, action or omission made by a Director or Officer of the Association or out of the aforesaid indemnity in favor of the Directors and Officers of the Association shall be limited to such proportion of the total liability thereunder as his interest bears to the interest of all of the Unit Owners. Every written agreement made by a Director or Officer of the Association or by a manager on behalf of the Unit Owners, shall, if obtainable, provide that the Directors or Officers of the Association or the manager, as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder is as his/her interest bears to the interests of all Unit Owners.

The Unit Owners' Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements, or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the Common Area or from any pipe, drain, conduit, appliance or portion of the Common Area or from any pipe, drain, conduit, appliance or equipment to the extent such loss is not covered by insurance or by the provider of such service. The Unit Owners' Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Unit Owners' Association to comply with any law, ordinance or with the order or directive of any governmental authority.

Section 8. Powers and Duties. The Officers shall have all the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to

in the Declaration and in the Condominium Act. The Officers shall not have the authority to amend the Declaration except as provided in the Condominium Act, to amend the Bylaws, to terminate the Unit Owners' Association or to elect members of the Board of Directors except that it may fill vacancies in accordance with Article V, Section 6.

Section 9. Ratification. The Unit Owners' Association may ratify any actions taken by a Director or Officer of the Association subsequent to such actions and thereby gives such action full force and effect as though approved by the Unit Owners' Association in advance.

ARTICLE VII

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges.

- (a) **Fiscal Year.** The fiscal year of the Association shall be a calendar year except that in the first year of operation of the Association, a fiscal year will be adopted which ends December 31 of the same year.
- (b) **Preparation and Approval of Budget.** Each year the Association shall adopt a budget for the Condominium containing an estimate of the amount which it considers necessary for the operation during the ensuing fiscal year. The budget shall include the common expenses and may include such amounts as the President and Treasurer may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the Condominium, a general operating reserve, a reserve fund for replacements, and provisions to make up any deficit in the common expenses for any prior or existing year. After approval by the said Officers, a copy of the proposed budget shall be mailed to each Unit Owner at least twenty-one (21) days in advance of the annual meeting at which the budget is to be adopted. Unless two-thirds (2/3) of all Unit Owners reject the budget, the budget will be ratified and shall constitute the basis for determining the Unit Owners' assessment for the common expenses of the Condominium.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Unit Owners' Association pursuant to the provisions of Section 1 of this Article quarterly in advance commencing immediately upon transfer of record title to an Owner, or at such other time or times as the Association shall determine. Each owner's share of the common charges shall be equal to their percentage interest in the Common Area.

Section 3. Reserve Maintenance Account. The Unit Owners' Association, upon recommendation by the President, is empowered to establish a reserve maintenance account to be funded by special assessment of all Unit Owners in such amounts as the Association deems advisable. Such account shall be funded by any surplus on hand in the account funded by the quarterly maintenance charges at the end of the fiscal year which the Association deems available to transfer into a reserve maintenance account. All funds received from insurance in excess amounts necessary to repair any damage to common areas shall be placed in the reserve maintenance account.

- a. Upon the closing of the first sale of each Unit, a one time assessment in the amount of One Thousand Dollars (\$1,000.00) shall be assessed and collected to be deposited into the Reserve Maintenance Account for capital reserves.

Section 4. Collection of Assessments. Any Owner of a Unit shall be liable for the entire assessment of that Unit. The Owner(s) of a Unit may take whatever action is necessary to enforce or collect the lien of the Association against the other Owner(s) of the Unit.

Section 5. Default in Payment of Common Charges. In the event of default by the Unit Owner or Owners in the payment of common charges as determined by the Unit Owners' Association, any Owner of the Unit whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate not to exceed one and one-half percent (1 ½%) per month or eighteen percent (18%) annually on such common charges from the date they are due, together with all expenses, including attorneys' fees, incurred by the Association in collecting any unpaid common charges. The Owner of any Unit which contributes more than his share shall have a right of contribution from any other Owner of that Unit which he may enforce. He will be entitled to recover all moneys in excess of his share paid by him, including any interest and attorneys' fees.

Section 6. Enforcement of Liens for Unpaid Common Charges. The Association shall have a lien on a Unit for any assessment levied against the Unit which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in like manner as a mortgage on real estate. The provisions of RSA 356-B:46 are expressly incorporated into the provisions of this Section.

Section 7. Statement of Common Charges. In accordance with the provisions of RSA 356-B:46(VIII), the Association, or other Unit Owner(s) shall furnish to a Unit Owner, upon written request, a recordable statement setting forth the amount of any unpaid assessments currently levied against the Unit within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other Unit Owner(s).

ARTICLE VIII
Rules of Conduct

Section 1. Rules. Rules and regulations concerning the use of the Units and the Common Areas may be promulgated and amended by the Board of Directors and copies of the same shall be furnished to each Unit Owner.

Section 2. Flag Display: Pursuant to RSA 356-B:47-a, the Freedom to Display the American Flag Act of 2005, and notwithstanding any provision in the Declaration of these Bylaws to the contrary, the unit owners' association shall not prohibit the outdoor display of the United States flag in a manner consistent with the United States flag code and RSA 3-E. The association may adopt reasonable rules regarding the size of the flag and the manner in which the flag is displayed. When a flag is flown from the unit owner's balcony or deck, from a bracket, the flag may extend over the vertical line of the unit owner's outboard deck line, which would put the flag into the common area, versus the unit owner's private space.

ARTICLE IX
Insurance

Section 1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Association shall obtain (i) a master casualty policy affording all risk coverage with the usual exclusions written on an agreed amount basis in an amount equal to the full replacement value of the structures within the Condominium. For the purposes of this Article, the language “structures within the Condominium” shall include, without limitation, all structures located on any part of the Condominium property and all structures serving the Condominium and located on easements appurtenant to said Condominium; (ii) a master liability policy covering the Association, the Officers, agents or employees of the foregoing with respect to the condominium, and easements appurtenant thereto, and all Owners and other persons entitled to enter on or occupy any portion of the Condominium land and easements appurtenant thereto; (iii) officers’ liability insurance coverage; and, (iv) such other policies as specified hereinbelow. Said insurance shall substantially comply with the following:

- (a) A Master Casualty Policy, with standard all risk coverage, affording fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium property, including, without limitation, all personal property owned by the Association, all portions of the interior and exterior of the Units 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, exterior walls and roofs, interior walls, all finished wall surfaces, ceiling and floor surfaces, including any permanently affixed wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including all other appliances which are affixed to the building, and heating and lighting fixtures, and improvements which have been installed or shall be in the future installed by the Declarant, and improvements of like kind and quality installed or to be installed in the future by individual Unit Owners. Excepted from the provisions of any such master policy shall be improvements made by individual Owners subsequent to the completion of the Units if such improvements are not of like kind and quality and exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer or to the Association. The burden shall be upon the Association to determine whether improvements located within the bounds of such Owners' Unit shall be insured under the Association Master Policy. The Casualty Policy to be purchased hereunder shall be in an amount equal to full replacement value of the building, structures and improvements, and shall insure against loss or damage by fire, lightning, and such perils commonly known as "extended coverage," and vandalism and malicious mischief.

- (i) Such insurance shall include all Limited Common Area or Common Areas and shall be in an amount of not less than full replacement value of the insured property at the time the insurance is purchased or at any subsequent renewal date less the deductibles.
- (ii) The Association shall obtain from its insurance carrier an annual statement of premiums for a Master Casualty Policy allocated to each Unit in accordance with each Unit's valuation. Such insurance shall be written in the name of the Association and the proceeds hereof shall be payable to the Association as trustees for the Owners and their respective mortgagees, and to the Declarant until all Units are conveyed, as their interests may appear, and provisions shall be made for the issuance of certificates of such insurance to the Owners and their respective mortgagees. All proceeds from claims made under the master policy shall be immediately utilized for repair and replacement of any damaged items unless the Owners vote to terminate the Condominium.
- (iii) Notwithstanding the above, until the Association shall be formed, the insurance may be written solely in the name of and the proceeds thereof

shall be payable to the Declarant and the Declarant's mortgagees, as their respective interest may appear.

- (b) A Master Comprehensive General Liability policy including “broad form general liability” endorsement or its equivalent insurance, said Master Comprehensive General Liability Policy shall be in such form and amount as the Association may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury, death and property damage per occurrence, insuring the Declarant to the extent he shall have an interest in the Condominium, the Association, all individual members of the Association, Officers of the Association, and agent or employees of the foregoing with respect to the Condominium against liability to anyone, with cross liability coverage with respect to liability claims by anyone insured thereunder. This insurance, however, shall not insure against individual liability of an Owner for personal liability arising out of the ownership, maintenance or use of a Unit and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner, but shall insure the Declarant and the Officers of the Association for Liability. Said insurance shall specifically protect the Association and the Officers from any claims or liability from death, personal injury, or property damage arising from or relating to the ownership, maintenance, or use of all common areas within their respective control.
- (c) Worker’s compensation insurance as required by law.
- (d) A fidelity bond covering the Treasurer of the Association, the Manager, and other Association and Officers, employees, or volunteers handling Association funds.
- (e) Should the Declarant or the Association utilize the services of a managing agent who is an employee of the Declarant or the Association, said Master Liability Policy shall also cover that agent. Should the managing agent be an independent contractor hired to manage the Condominium, as a condition of employment, said independent contractor shall provide evidence of similar liability coverage in like amount.
- (f) Such other insurance as the Declarant prior to the formation of the Association thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Officers of the Association, all risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

Section 2. General Insurance Provisions.

- (a) The Association shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 1 above and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Units and of improvements with the Common Area and shall make any necessary changes in the policy provided for under Section 1 (a) 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 said Section.
- (b) Original of all policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.
- (c) The exclusive authority to adjust losses under the policies hereafter enforced on the Condominium Property shall be vested in the Association or any individual agreed upon by the Association on behalf of the Association.
- (d) The Association shall be required to make every effort to see that all policies of insurance provided for under Section 1 above:
 - (i) Shall contain waivers of subrogation by the insurance as to claims against the Association, its employees and agents, Owners and members of the family of any Owner;
 - (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) That said policies cannot be canceled, invalidated, or suspended on account of any actions of a Unit Owner(s), and the conduct of any Unit Owner(s) shall not constitute grounds for avoiding liability on any such policy;
 - (iv) 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”;

- (v) Shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized or substantially modified without at least sixty (60) days' written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium. Notwithstanding the foregoing, fifteen (15) days' written notice shall be sufficient notice of cancellation when the cancellation is due to nonpayment of the premium;
- (vi) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners and their mortgagees;
- (vii) Shall exclude policies obtained by individual Owners for consideration under any "other insurance" clause;
- (viii) Shall include stipulated amount clause or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild;
- (ix) The Master Policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless otherwise agreed by the Association, and
- (x) UNTIL THE EXPIRATION DATE OF THIRTY (30) DAYS AFTER THE INSURER GIVES NOTICE IN WRITING TO THE MORTGAGEE OF ANY UNIT, THE MORTGAGEE'S INSURANCE COVERAGE WILL NOT BE AFFECTED OR JEOPARDIZED BY ANY ACT OF CONDUCT OF THE OWNER(S) OF A UNIT, THE OTHER UNIT OWNER(S), OR ANY OF THEIR AGENTS, EMPLOYEES, OR HOUSEHOLD MEMBERS. NOTWITHSTANDING THE FOREGOING, FIFTEEN (15) DAYS' WRITTEN NOTICE SHALL BE SUFFICIENT NOTICE OF CANCELLATION WHEN THE CANCELLATION IS DUE TO NONPAYMENT OF INSURANCE PREMIUM(S).

Section 3. Individual Policies.

- (a) Any Owner or any mortgagee may obtain, at his own expense, additional insurance [including without limitation "Condominium Unit Owner's Coverage" written on an "all risk" or loss basis for improvements and betterments to a Unit made or

acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section 1 (a) above]. Such insurance should contain the same waiver of subrogation provision as set forth in Section 2(d) of this Article IX. Such policy should insure against loss or damage to personal property used or incidental to the occupancy of his Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to his Unit which are not reported to the Association.

- (b) In addition to the other requirements of law or imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of any improvements, shall for insurance purposes notify the Association of all proposed improvements to his Unit (except personal property other than fixtures exceeding One Thousand Dollars [\$1,000.00]) and upon receipt of such notice the Association shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any improvements.
- (c) No policy described in this Section 3 shall be written to decrease the coverage under any of the policies obtained by the Association pursuant to Section 1 above, and each Owner hereby assigns to the Association, as trustee for the Owners and their mortgagees, the proceeds of any such policies to the extent that such policies, in fact, result in a decrease in such coverage, such proceeds to be applied pursuant to the terms hereof as if produced by said coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

Section 4. Notice to Unit Owners. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice thereof and of any subsequent changes therein or in such initial policies, or of termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary of the Association or other person as may be designated by the Association.

ARTICLE X

Repair and Restoration After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or part of any Unit or other buildings or improvements in the Condominium as a result of fire or other casualty, the Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Units, buildings or improvements, subject to the rights of the Unit Owners to vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. Notwithstanding the foregoing, each Owner shall have the right to supervise the restoration of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

- (a) Immediately after a fire or other casualty causing damage to a Unit or improvement within the Common or Limited Common Area, the Association shall proceed with filing and adjustment of all claims under such insurance and shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary. The Association shall contract for such repair and restoration and, in doing so, shall exercise its sole discretion in selecting from among said estimates.
- (b) Responsibility for Restoration. Except as otherwise provided below, in the event all or any part of the property which is required to be insured by the Association through its Officers under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Site and Floor Plans as provided in Subparagraph (c) below. Except as certain parts of a Unit may be insured by the Association, each Unit Owner shall promptly restore his Unit after any casualty causing damage thereto.
- (c) Requirements of Restoration. In accordance with RSA 356-B:43 (III), unless the Unit Owners vote to terminate the Condominium under RSA 356-B:34, any portion of the Condominium for which Master Casualty insurance is required shall be promptly repaired or replaced by the Association with the proceeds of such insurance, the excess shall be placed in the reserve maintenance account as previously provided by these Bylaws. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Association against all Unit Owners in proportion to each Unit Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other funds as may be established

for the purpose of providing for the maintenance, repair and replacement of the Common Area, as the Association may determine.

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

Section 3. Disbursements of Construction Funds.

- (a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Association from assessments against Owners on account of such casualty or borrowed by the Association as provided in Article V Section 3(i) above shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.
- (b) The construction fund shall be paid by the Association 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 as are designated by the Association.
- (c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from the insurance proceeds; and if there is a balance in the construction fund after payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be first applied to any borrowing, and the remainder, if any, shall be paid to the reserve maintenance account.

Section 4. Responsibility of Unit Owner.

- (a) Each Unit Owner shall repair and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Association shall have the right to do (or have done) certain or all of the repair or restoration work with respect to all

or a portion of any damaged or destroyed Unit, if the Unit Owner fails to commence repair or restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The Owners shall be notified in writing by the Association or an Officer of the Association at least seven (7) days prior to commencement of any repair work within the damaged Unit. The Owner(s) of the damaged Unit shall permit access to his Unit for such repair or restoration.

- (b) In the event the Association undertakes repair work on an individual Unit, the Owner(s) of the damaged Unit shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete repair and restoration.

Section 5. Waiver of Subrogation. Each Owner and occupant of a Unit, as a condition of accepting title and possession, and the Association, through its Officers agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium property (including Units and improvements within the Units), or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owners, occupant, or the Association, to hereby waive any rights they may have against any other Unit Owner(s), or against the employees of any Unit Owner(s) or the Association or any one of them, with respect to such damage or destruction to the extent of insurance coverage, notwithstanding the cause of such fire or other casualty is the fault of the persons enumerated, including their negligence, this waiver shall not apply to any willful or grossly negligent conduct.

ARTICLE XI

Transfer of Ownership

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Association against his Unit and until he shall have satisfied all unpaid liens against such Unit, except for permitted mortgages. Any grantee of an interest in a Unit takes that Unit pursuant to Article VII of these Bylaws.

ARTICLE XII

Mortgages

Section 1. Notice to the Association. A Unit Owner who mortgages his Unit, shall notify the Association of the name and address of his mortgagee, and upon request of the Secretary, shall file a confirmed copy of the mortgage with the Secretary.

Section 2. Notice of Unpaid Common Charges. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the Owner(s) of the mortgaged Unit.

Section 3. Notice of Default. The Association, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days.

ARTICLE XIII

Amendment of the Bylaws and Declaration

These Bylaws may be amended by agreement of a majority of the votes appertaining to the undivided interest in the Common Area except in cases for which the Condominium Act provides for a different provision.

The Declaration may be amended in accordance with its terms, and such amendments shall be valid only if executed by the President and Secretary, and recorded in the Rockingham County Registry of Deeds.

ARTICLE XIV

Miscellaneous

Section 1. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions hereof.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation or other provision contained in these Bylaws 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 thereof which may occur.

ARTICLE XV
Conflicts

The Bylaws are set forth to comply with the requirements of the Condominium Act of the State of New Hampshire. In case any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of said statute or the Declaration, as the case may be, shall control.

ARTICLE XVI
Condemnation

The Association shall act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the Condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this ____ day of _____, 2021.

DECLARANT:

Kelsey Brook LLC

By: _____
_____, President

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ as President of Kelsey Brook LLC as Declarant of Kelsey Brook Condominium Association, for the purposes herein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____