

# DRAFT



## **Highland Colony, A Condominium**

### *Declaration of Condominium Ownership and Governance*

Holderness, Grafton County, New Hampshire  
Adopted: [Insert Effective Date], 2025

This Declaration governs the ownership, use, and administration of Highland Colony, A Condominium, in accordance with the New Hampshire Condominium Act ([RSA 356-B](#)) and other applicable laws. It has been adopted by the Unit Owners and Board of Directors of the Highland Colony Homeowner Association.

Prepared for:  
Highland Colony Homeowner Association  
Mt Prospect Road  
Holderness, New Hampshire

draft



## Foreword

This Declaration for Highland Colony, A Condominium, replaces and supersedes prior recorded declarations and Amendments, and reflects a comprehensive restatement consistent with current New Hampshire law, best practices, and the practical needs of this residential community.

It is intended to serve not only as a legally binding governing document, but also as a readable and accessible reference for Unit Owners, Association leadership, and prospective buyers. Every effort has been made to ensure clarity, consistency, and compliance with [RSA 356-B](#) and other applicable statutes.

The Declaration is divided into logical parts and articles, followed by exhibits and appendices for ease of reference. Additional appendices may include cross-references to specific statutory requirements and historical documents to aid interpretation.

This document has been prepared with care by the Association and its Board of Directors. Final legal review is the responsibility of qualified counsel retained by the Association. Questions about interpretation or implementation should be directed to the Board or its designated representative.

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## Table of Contents

Foreword .....	iii
Acknowledgment and Notarial Execution Page.....	xiii
<b>Recitals .....</b>	<b>1</b>
<b>I: Organizational Structure.....</b>	<b>3</b>
<b>Article I.1: Definitions .....</b>	<b>4</b>
I.1-100: Definitions: .....	4
<b>Article I.2: Overview.....</b>	<b>11</b>
I.2-100: General Purpose .....	11
I.2-200: Name & Corporate Status .....	12
I.2-300: Land & Location .....	12
I.2-400: Buildings & Common Elements .....	12
I.2-500: Restrictions on Commercial Use .....	12
I.2-600: Ownership, Governance, & Legal Compliance.....	13
I.2-700: Association Membership .....	13
I.2-800: Role of the Bylaws .....	13
<b>Article I.3: Percentage of Interest .....</b>	<b>13</b>
I.3-100: Percentage of Interest .....	13
I.3-200: Effect of Percentage Interests .....	14
<b>Article I.3: Percentage of Interest .....</b>	<b>14</b>
I.3-100: Percentage of Interest .....	14
I.3-200: Effect of Percentage Interests .....	14
<b>Article I.4: Conveyance of Units.....</b>	<b>14</b>
I.4-100: Notice of Intent to Sell or Transfer .....	14
<b>Article I.5: Voting .....</b>	<b>16</b>
I.5-100: Voting Rights and Allocation .....	16
I.5-200: Voting Methods and Procedures.....	16
I.5-300: Proxy and Absentee Voting.....	16
I.5-400: Board Authority to Establish Voting Procedures.....	17
<b>Article I.6: Board of Directors .....</b>	<b>17</b>
I.6-100: Board Membership & Qualifications .....	17

I.6-200: Authority & Governance .....	17
I.6-300: Powers, Duties & Responsibilities.....	18
I.6-400: Fiduciary Duty of Board Members .....	18
I.6-500: Limits on Unbudgeted Expenditures .....	18
I.6-600: Prohibition on Officer Compensation .....	19
I.6-700: Conflict of Interest Policy .....	19
I.6-800: Removal of Officers and Directors .....	19
I.6-900: Service of Process .....	19
<b>Article I.7: Meetings of the Association and Board .....</b>	<b>20</b>
I.7-100: Required Meetings of the Association and Board .....	20
I.7-200: Open Meetings Requirement .....	20
I.7-300: Notice of Meetings.....	20
I.7-400: Remote Meetings .....	21
I.7-500: Quorum Requirements .....	21
I.7-600: Conduct of Meetings.....	21
I.7-700: Meeting Minutes and Distribution of Minutes .....	22
<b>Article I.8: Notices &amp; Communications .....</b>	<b>22</b>
I.8-100: Notices to Unit Owners .....	22
I.8-200: Notices to the Association and Board .....	23
I.8-300: Compliance of Notice Procedures .....	23
I.8-400: Delivery & Effective Date .....	23
<b>Article II.1: Common Area .....</b>	<b>27</b>
II.1-100: Definition of Common Area .....	27
II.1-200: Physical and Functional Components .....	27
II.1-300: Use of Common Areas .....	29
II.1-400: Alterations and Modifications to Common Areas .....	33
<b>Article II.2: Limited Common Areas .....</b>	<b>34</b>
II.2-100: Definition of Limited Common Areas.....	34
II.2-200: Limited Common Land Area Designations .....	34
II.2-300: Limited Common Area Elements .....	35
II.2-400: Limited Common Area Use & Restrictions .....	35
II.2-500: Alterations, Modifications, Owner Responsibilities .....	36



II.2-600: Insurance Responsibilities .....	39
II.2-700: Withdrawal of Board Consent .....	40
<b>Article II.3: Units .....</b>	<b>40</b>
II.3-100: Unit Boundaries .....	40
II.3-200: Unit Ownership Responsibilities .....	41
II.3-300: Legal Consequences of Unit Boundaries .....	42
<b>Article II.4: Allocation Percentage Interests / Unit Values .....</b>	<b>42</b>
II.4-100: Basis of Allocation .....	42
II.4-200: Methodology for Determining Relative Value .....	42
II.4-300: Use of Unit Values .....	42
<b>Article II.5: Technological Infrastructure .....</b>	<b>43</b>
II.5-100: Board Authority over Technological Infrastructure .....	43
II.5-200: Responsibility for Communication Infrastructure .....	43
II.5-300: Security Cameras in Common Areas .....	44
II.5-400: Technological Advancements .....	44
II.5-500: Electric Vehicle Charging Stations .....	44
II.5-600: Compliance with Laws and Industry Standards .....	45
<b>Article II.6: Easements .....</b>	<b>45</b>
II.6-100: General Easements .....	45
II.6-200: Ingress & Egress Easements .....	46
II.6-300: Modification & Governance of Easements .....	46
II.6-400: Easements Over Common Areas .....	47
II.6-500: Prior Recorded Deeds Easements/Restrictions .....	47
II.6-600: Access Easement Over Adjacent Currier Land .....	48
<b>III: Financial Policies .....</b>	<b>51</b>
<b>Article III.1: Assessments and Payments .....</b>	<b>52</b>
III.1-100: Purpose .....	52
III.1-200: Assessment Allocation .....	52
III.1-300: Special Assessments .....	52
III.1-400: Obligation to Pay .....	53
III.1-500: Payment Due Dates .....	54
III.1-600: Lien Rights & Enforcement .....	54

III.1-700: Fees, Interest, and Collection .....	54
III.1-800: Delinquency and Enforcement Procedures.....	55
III.1-900: Collections Policy .....	55
<b>Article III.2: Reserve Fund .....</b>	<b>56</b>
III.2-100: Establishment and Purpose.....	56
III.2-200: Reserve Fund Contributions and Oversight.....	56
III.2-300: Reserve Fund Use and Disbursement.....	56
III.2-400: Financial Management.....	57
<b>Article III.3: Insurance .....</b>	<b>57</b>
III.3-100: Master Policy and Required Coverages.....	57
III.3-200: Fire, Property, and Casualty Insurance.....	58
III.3-300: Liability and Risk Management Coverage.....	58
III.3-400: Directors and Officers Liability (D&O) Insurance .....	59
III.3-500: Fidelity Insurance and Protection against Financial Crimes .....	59
III.3-600: Responsibility for Master Policy Deductibles .....	59
III.3-700: Unit Owner Insurance Responsibilities .....	60
III.3-800: Tenant Insurance Requirements .....	61
III.3-900: Workers' Compensation Insurance .....	61
III.3-1000: Insurance Policy Conditions and Waivers .....	61
III.3-1100: Insurance for Interior Improvements .....	62
III.3-1200: Authority to Modify Insurance Requirements.....	62
<b>Article III.4: Damage or Destruction.....</b>	<b>63</b>
III.4-100: Repair and Restoration Procedures.....	63
III.4-200: Owner Responsibility .....	63
III.4-300: Owner Responsibility for Limited Common Element Repairs.....	63
III.4-400: Termination and Sale Following Damage .....	63
<b>Article III.5: Termination .....</b>	<b>65</b>
III.5-100: General Provisions.....	65
III.5-200: Effect of Termination.....	65
III.5-300: Sale and Distribution of Proceeds .....	66
III.5-400: Board Authority During Termination .....	66
<b>Article III.6: Mortgagee Rights .....</b>	<b>66</b>



III.6-100: General Protections .....	66
III.6-200: When Mortgagee Approval is Required .....	67
III.6-300: Actions Not Requiring Mortgagee Approval.....	67
III.6-400: Priority in Distributions .....	67

## **IV: Responsibilities, Access, and Leasing Controls 69**

### **Article IV.1: Maintenance Responsibilities .....70**

IV.1-100: Building Component Maintenance .....	70
IV.1-200: Grounds Maintenance .....	72
IV.1-300: Assignment of Maintenance Responsibility .....	74
IV.1-400: Cost Allocation and Failure to Maintain .....	74

### **Article IV.2: Right of Entry .....74**

IV.2-100: Association's Right of Entry.....	74
IV.2-200: Emergency Entry .....	75
IV.2-300: Costs and Liability.....	75
IV.2-400: Unit Owner Responsibility for Access .....	75
IV.2-500: Compliance with Law .....	76

### **Article IV.3: Contractor and Unit Owner Work Requirements .....76**

IV.3-100: Scope of Work Covered by This Article .....	76
IV.3-200: Contractor Insurance Requirements .....	76
IV.3-300: Exceptions and Board Discretion.....	77
IV.3-400: Unit Owner Responsibility and Indemnification .....	78
IV.3-500: Unit Owner Liability for Property Damage.....	78

### **Article IV.4: Leasing of Units & Ownership Restrictions.....79**

IV.4-100: General Leasing Restrictions .....	79
IV.4-200: Owner Responsibilities and Tenant Compliance .....	79
IV.4-300: Lease Reporting Requirement .....	79
IV.4-400: Board Discretion and Hardship Exceptions .....	80
IV.4-500: Enforcement and Remedies.....	80
IV.4-600: Leasing Limitations .....	81

### **Article IV.5: Environmental & Energy Upgrades.....81**

IV.5-100: Authority to Improve Environmental Performance .....	81
IV.5-200: Funding and Oversight.....	81

IV.5-300: Owner Participation and Shared Initiatives .....	82
IV.5-400: Compliance and Industry Standards .....	82

## **V: Legal Authority and Board Protections ..... 84**

### **Article V.1: Property Acquisition / Eminent Domain ..... 85**

V.1-100: Applicability .....	85
V.1-200: Partial Taking of Common Areas .....	85
V.1-300: Total Taking of a Unit.....	85
V.1-400: Compensation and Distribution of Proceeds .....	85
V.1-500: Adjustments to Ownership Interests .....	85

### **Article V.2: Amendments to the Declaration and Bylaws ..... 86**

V.2-100: Amendments to This Declaration.....	86
V.2-200: Amendments to the Bylaws.....	86

### **Article V.3: Indemnification ..... 86**

V.3-100: Limitation of Liability .....	86
V.3-200: Indemnification by the Association .....	87
The Association may advance legal fees incurred by a Director, Officer, or committee member in connection with any proceeding, provided the individual agrees in writing to repay such amounts if it is later determined that they are not entitled to indemnification. ....	87
V.3-300: Unit Owner Liability Limitations .....	87
V.3-400: Claims for Property Damage and Personal Injury .....	87

## **VI: Legal Validity, Interpretation, and Corrections . 88**

### **Article VI.1: Non-Waiver and Enforcement..... 89**

VI.1-100: Non-Waiver of Rights .....	89
--------------------------------------	----

### **Article VI.2: Severability..... 89**

VI.2-100: Effect of Invalidity .....	89
VI.2-200: Interpretation Consistent with Law .....	89

### **Article VI.3: Gender and Terminology..... 89**

VI.3-100: Inclusive Language .....	89
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### **Article VI.4: Headings ..... 90**

VI.4-100: Headings for Convenience Only.....	90
--	----



<b>Article VI.5: Interpretation .....</b>	<b>90</b>
VI.5-100: Liberal Interpretation .....	90
<b>Article VI.6: Scrivener’s Revisions .....</b>	<b>90</b>
VI.6-100: Authority to Correct Errors .....	90
VI.6-200: No Substantive Changes .....	90
VI.6-300: Legal Compliance .....	90
<b>Exhibit A – Legal Description of Submitted Land .....</b>	<b>92</b>
<b>Exhibit B – Allocation of Percentage of Undivided Interest.....</b>	<b>102</b>
<b>Exhibit C – “As Built” Site Plan and Floor Plans .....</b>	<b>110</b>
<b>Exhibit D – Bylaws of Highland Colony Homeowner Association</b>	<b>112</b>
<b>Exhibit E – Declarant’s Warranty Deed (Reference Only) .....</b>	<b>113</b>
<b>Exhibit F – Dearborn-to-Krypton Deed (Historical Reference)....</b>	<b>114</b>
<b>Exhibit G – Easements for Currier Land (Historical Reference) ..</b>	<b>115</b>
<b>Exhibit H – Historical Warranty Deed (Reference Only).....</b>	<b>116</b>
<b>Exhibit I – Highland Colony Dam Status (Historical Reference). </b>	<b>117</b>
<b>Exhibit J:-New Hampshire Electric Cooperative Easement.....</b>	<b>120</b>
Appendix A: RSAs Cited in the Text:.....	122
Appendix B: Cross-Reference – RSA 356-B:16 and Declaration Compliance .	123
<b>INDEX .....</b>	<b>124</b>
Appendix C: 1990 Declaration of Highland Links Colony;.....	128

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## Acknowledgment and Notarial Execution Page

### State of New Hampshire

#### County of Grafton

On this \_\_\_\_ day of \_\_\_\_\_, **2025**, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_, President, \_\_\_\_\_, Secretary,

\_\_\_\_\_, Treasurer, \_\_\_\_\_, Director; and

\_\_\_\_\_, Director,

of the Highland Colony Homeowner Association, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged that they executed the same as their free act and deed and in their official capacities on behalf of said Association.

**Notary Public Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

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## Recitals

This Revised and Restated Declaration is made pursuant to the New Hampshire Condominium Act, RSA Chapter 356-B (the "Act"), and is adopted by the Association of Unit Owners of Highland Colony, A Condominium, located in Holderness, Grafton County, New Hampshire.

**WHEREAS**, the original Declaration of Condominium for Highland Colony, A Condominium (formerly known as Highland Links Colony) was executed by Krypton Corporation on March 22, 1985, and revised in June 1990, and recorded in the Grafton County Registry of Deeds at Book 1883, Page 665, (recorded 10/15/1990) together with associated Plans and Exhibits;

**WHEREAS**, the original Declaration submitted certain land on Mt Prospect Road in Holderness, New Hampshire, and the improvements located or to be located thereon, to condominium ownership under the Act, establishing a residential community consisting of thirty-four (34) Units with associated Common Areas and Limited Common Areas;

**WHEREAS**, the Association of Unit Owners, known as the Highland Colony Homeowner Association, was established to administer the Condominium pursuant to said Declaration and the Bylaws of the Association;

**WHEREAS**, the Association now desires to amend, restate, and supersede the original Declaration in its entirety to reflect changes in applicable law, improve clarity, remove obsolete provisions, incorporate established practices, and ensure the long-term governance, community character, and stability of Highland Colony;

**WHEREAS**, the Association further seeks to encourage a high quality of life for all residents by maintaining opportunities for recreation, gardening, the enjoyment of natural areas, and the preservation of open space within the Condominium;

**NOW, THEREFORE**, the Association hereby declares that the real property described in Exhibit A (*Legal Description of Submitted Land*) attached hereto (the "Property") shall continue to be held, conveyed, encumbered, leased, used, occupied, and improved subject to the covenants, restrictions, easements, and obligations set forth in this Revised and Restated Declaration. This Declaration fully rescinds, supersedes, and replaces the original Declaration of Condominium first recorded at the Grafton County Registry of Deeds in Book 1566, Page 793 (March 22, 1985) and later amended as recorded at Book 1883, Page 665 (October 7, 1990), Document Number 018004, together with all Amendments thereto.

All provisions of this Declaration shall run with the land and shall be binding upon and inure to the benefit of all present and future Owners of Units, their heirs, successors, assigns, tenants, and mortgagees.

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## I: Organizational Structure

**Part I** of the Highland Colony Declaration lays the foundation for the legal, administrative, and operational framework that governs the Condominium community. It is the essential reference point for understanding the rights, responsibilities, and limitations that apply to Unit Owners, the Association, and the Board of Directors.

This section begins with a detailed **glossary of defined terms (Article I.1)**, which ensures consistency across all governing documents, including the Bylaws and the Residency Rules and Regulations. These definitions provide clarity for commonly used terms such as “Common Area,” “Assessment,” “Exclusive Use,” and “Undivided Interest,” helping eliminate ambiguity and reduce the potential for disputes. This article also incorporates key legal and procedural terms from RSA 356-B to ensure alignment with New Hampshire law.

**Article I.2** offers an overview of the Condominium’s purpose, physical layout, and governance structure. It outlines the acreage, buildings, amenities, and the community’s commitment to legal compliance, residential integrity, and architectural cohesion. It also defines the Association’s status as a nonprofit corporation governed by state law and highlights the relationship between Unit ownership and Association membership.

**Article I.3** explains how ownership rights are tied to voting power and financial responsibility. It references the original allocation of Percentage Interests recorded with the Grafton County Registry of Deeds and confirms

that these Percentages govern the sharing of expenses and voting rights, unless modified by lawful amendment. [Ownership restrictions are addressed in Article II, *Property Structure and Ownership*.]

**Article I.4** ensures that no individual or entity may hold more than three Units at a time. It establishes requirements for notification prior to a sale, safeguards against unpaid obligations, and places reasonable limitations on transfers to entities to protect the residential character of the community.

**Articles I.5 through I.8** cover governance in action. These provisions define voting rights, Board structure, meeting procedures, fiduciary obligations, conflict of interest policies, and methods of communication between the Board and Unit Owners. Remote meetings, proxy voting, quorum thresholds, and open meeting compliance are addressed in detail, ensuring that Highland Colony meets both modern expectations and legal mandates. Notices may be delivered electronically, by mail, or other legal means as defined in this section, and meeting conduct is guided by *Robert’s Rules of Order*.

Taken together, Part I serves as the operational backbone of the Highland Colony community. It provides clarity, safeguards fairness, and promotes responsible governance. Whether you are an Owner seeking to understand your rights, a Board member fulfilling your duties, or a prospective buyer evaluating the Condominium, this section is your key to understanding how the community functions and how decisions are made.

## Article I.1: Definitions

### I.1-100: Definitions:

Certain of the terms as used in this Declaration and in the Bylaws, which are annexed hereto as **Exhibit D** (*Bylaws of Highland Colony Homeowner Association*) and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

- I.1-101: **“Act”** shall mean The Condominium Act, RSA 356-B
- I.1-102: **“Amendment”** shall mean a formal modification, revision, or addition to the Condominium Declaration, Bylaws, or other governing documents, enacted in accordance with the procedures set forth in the governing documents and applicable law.
- I.1-103: **“Assessment”** or **“Assessment for Common Expenses”** shall mean a mandatory financial charge levied by the Condominium Association on Unit Owners to cover Common Expenses, reserve funding, and other costs necessary for the maintenance, operation, and governance of the Condominium.
- I.1-104: **“Association”** shall mean the Highland Colony Homeowner Association, the legal entity managing and maintaining the Condominium property.
- I.1-105: **“Board of Directors”** or **“Board”** shall mean the executive and administrative entity of Highland Colony, A Condominium, designated in the Condominium Instruments as the governing body of the Highland Colony Homeowner Association.
- I.1-106: **“Bylaws”** shall mean the set of governing rules and procedures adopted by The Highland Colony Homeowner Association that regulates the management, operation, and administration of the Condominium. (see [RSA 356-B:35](#))
- I.1-107: **“Capital Expenditure”** shall mean a large, non-recurring expense for major improvements.
- I.1-108: **“Common Area”** or **“Common Elements”** shall mean all portions of the Condominium property that are not designated as part of an individual Unit and are collectively owned by all Unit Owners. Common Areas include, but are not limited to, land building exteriors, structural components, roofs, parking lots, recreational facilities,



shared utility systems, and any other areas intended for the use and benefit of multiple or all Unit Owners.

I.1-109: “**Common Expenses**” shall mean all expenditures lawfully made or incurred by or on behalf of The Highland Colony Homeowner Association; together with all funds lawfully assessed for the creation and or maintenance of reserves pursuant to the provisions of the Condominium Instruments and the Act.

I.1-110: “**Common Use Property**” shall mean any tangible or intangible property of the Condominium intended for the shared use, benefit, or convenience of Unit Owners, whether or not it constitutes part of the Common Area. This includes, but is not limited to, recreational facilities, movable furnishings, tools, equipment, and other tangible assets maintained by the Association for communal use, as well as spaces or facilities designated for general access or cooperative maintenance

I.1-111: “**Condominium**” shall mean real property, portions of which are designated for separate ownership (Units), while the remainder (Common Areas and Limited Common Areas) is owned collectively by all Unit Owners.

“**Condominium**” shall mean real property subject to the provisions of this Declaration and the Condominium Act (RSA 356-B), in which portions are designated for separate ownership as Units and the remainder is designated as Common Area or Limited Common Area, owned in common by all Unit Owners.

**Commented [RF1]:** This addition is in response to a unit owner’s question.

I.1-112: “**Condominium Fees**” or “**Dues**” shall mean recurring Assessments levied by the Condominium Association on Unit Owners to cover the costs of Common Expenses, including maintenance, repairs, insurance, management, and Reserve Fund contributions.

I.1-113: “**Condominium Instruments**” shall be the collective term referring to the *Declaration, Exhibits, Bylaws, Site Plans, Floor Plans*, and *Residency Rules & Regulations* recorded pursuant to the provisions of the Act. Said exhibits are as follows:

Exhibit A –	Legal Description of Submitted Land
Exhibit B –	Allocation of Percentage of Undivided Interest
Exhibit C –	“As Built” Site Plan and Floor Plans
Exhibit D –	Bylaws of Highland Colony Homeowner Association

Exhibit E –	Declarant’s Warranty Deed (Reference Only)
Exhibit F –	Dearborn-to-Krypton Deed (Historical Reference)
Exhibit G –	Easements for Currier Land (Historical Reference)

- I.1-114: “**Days**” shall mean Business Days. And it shall exclude Saturdays and Sundays and legal holidays recognized by the State of New Hampshire or the United States government.
- I.1-115: “**Declaration**” shall mean the instrument by which the Condominium is created, including any Amendments as recorded with the Grafton County Registry of Deeds. This document.
- I.1-116: “**Deed in Lieu of Foreclosure**” shall mean a legal instrument by which a borrower (mortgagor), who is in default on a mortgage loan, voluntarily conveys all interest in the mortgaged property to the lender (mortgagee) to satisfy the outstanding loan and avoid foreclosure proceedings.
- I.1-117: “**Exclusive Use**” shall mean a designation granting a Unit Owner the right to utilize a specified portion of the Common Area or Limited Common Area for Personal use, subject to the terms of this Declaration. *Exclusive Use does not confer ownership rights or the ability to alter or modify the area without prior written approval from the Board.*
- I.1-118: “**First Mortgagee**” or “**Institutional Mortgagee**” shall mean a bank, savings and loan association, credit union, insurance company, real estate investment trust, pension fund, governmental agency, or other recognized financial institution that customarily provides loans secured by real property and currently holds the highest priority lien (**first lien**) on a Unit. *The term refers specifically to the **current** mortgage holder whose lien has priority over any other mortgages or financial encumbrances on the same Unit, regardless of whether it was originally issued or later acquired through assignment or transfer.* This includes entities that hold, insure, or guarantee *first* mortgages, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the U.S. Department of Housing and Urban Development (HUD).
- I.1-119: “**Interest in a Unit,**” “**Interest in a Condominium Unit,**” or “**Percentage Interest**” shall mean a Unit Owner’s legal and equitable ownership rights in a Condominium Unit,





including fee simple ownership (a phrase meaning outright ownership), life estates, or other recognized interests, together with the Owner's proportionate, Undivided Interest in the Common Areas as set forth in the Condominium Declaration. This Percentage Interest also determines the Owner's share of Common Expenses, voting rights, and financial responsibility for Assessments, and shall remain fixed unless modified pursuant to an Amendment approved in accordance with this Declaration and RSA 356-B. Unless explicitly stated otherwise, "Interest in a Unit" does not include security interests held by mortgagees or Lienholders.

- I.1-120: "**Highland Colony, A Condominium**" (formerly "Highland Links Colony") means the premises described in Exhibit A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- I.1-121: "**Lien**" shall mean a legal claim or encumbrance placed on a Unit as security for a debt or obligation, which must be satisfied before the Unit can be sold or transferred free of that claim. In the Condominium context, Liens may arise from unpaid Assessments, fines, Special Assessments, loans, or other financial obligations owed to the Condominium Association or third parties.
- I.1-122: "**Limited Common Area**" shall mean a portion of the Common Area reserved for the Exclusive Use of one or more, but fewer than all, Units, as designated in this Declaration or the Site Plan. Unless expressly stated otherwise, the Association is responsible for the maintenance, repair, and replacement of Limited Common Areas, while the Unit Owner(s) assigned to the Limited Common Area are responsible for its cleaning, care, and non-structural upkeep.
- I.1-123: "**Managing Agent**" shall mean the Person or professional management company hired by the Condominium Association to oversee the day-to-day operations, administration, and maintenance of the Condominium. The Managing Agent's responsibilities may include collecting Assessments, enforcing rules, coordinating maintenance

and repairs, managing financial records, and facilitating communication between the Board and Unit Owners. The authority and duties of the Managing Agent are defined in the management contract, Bylaws, and applicable New Hampshire state laws. The Board retains ultimate decision-making authority and oversight over the Managing Agent's actions.

- I.1-124: **"Natural Person"** shall mean an individual human being with legal capacity to enter into contracts, own property, sue and be sued, and exercise legal rights and responsibilities in their own right.
- I.1-125: **"Officer"** shall mean any member of the Board of Directors or official of the Unit Owners' Association.
- I.1-126: **"Quorum"** shall mean the minimum percentage of Unit Owners or Board members required to be present, in Person or by proxy, to conduct official business at a meeting. The presence of remote participants shall count toward Quorum.
- I.1-127: **"Replacement Value"** shall mean the estimated cost to repair, rebuild, or replace a Condominium Unit, building, or Common Area structure with materials of like kind and quality, without deduction for physical depreciation, and in compliance with applicable building codes then in effect. The Replacement Value is generally determined by the Association's insurance appraisals and is reflected in the Association's "Statement of Values" or other documentation provided with the Association's insurance policy. **Replacement Value** is about **insurance risk and repair cost estimates**
- I.1-128: **"Resale Certificate"** means a written statement issued by the Association in accordance with [RSA 356-B:58](#), upon request by a Unit Owner, prospective purchaser, or their agent, in connection with the sale or transfer of a Unit. The certificate sets forth the amount of any unpaid Assessments, charges, fines, or other obligations currently due or secured by a Lien against the Unit. If no such amounts are due, the certificate shall state that fact. The Resale Certificate shall be conclusive in favor of the purchaser who relies in good faith on its accuracy, and must be issued by the Association within ten (10) days of a written request.



- 1.1-129: “**Rules and Regulations**” or “**Residency Rules and Regulations**” shall mean the rules, policies, and procedures adopted by the Board of Directors pursuant to the authority granted in this Declaration and the Bylaws, governing the use, occupancy, maintenance, appearance, and behavior of Unit Owners, tenants, guests, and other occupants within the Condominium. These Rules and Regulations shall be consistent with the provisions of this Declaration, the Bylaws, and applicable federal, state, and local laws, and may be amended from time to time by the Board in accordance with the procedures set forth herein.
- 1.1-130: “**Site Plan**” shall mean the legally recorded map or diagram that depicts the physical layout of the Condominium property, including Unit boundaries, Common Areas, Limited Common Areas, roadways, Easements, utility infrastructure, and other significant features.
- 1.1-131: “**Special Assessment**” shall mean a one-time or non-recurring charge levied against Unit Owners to fund specific, necessary expenses not covered by the regular budget, such as emergency repairs or capital Improvements. Special Assessments must be approved in accordance with this Declaration, except in cases of emergency as determined by the Board.
- 1.1-132: “**Specific Assessment**” shall mean an Assessment levied by the Association against one or more particular Unit Owners to recover expenses directly attributable to or benefiting their Units or to cover costs incurred by the Association resulting from the actions or inactions of those Unit Owners, rather than assessed generally to all Units.
- 1.1-133: “**Subleasing**” shall mean the leasing, renting, or licensing of a Unit or any portion thereof by a tenant to a third party.  
*Subleasing is strictly prohibited unless explicitly permitted in writing by the Board.*
- 1.1-134: “**Telecommunications Infrastructure**” shall mean the network of wired and wireless systems within the Condominium that provides internet, cable television, telephone, cellular, and other communication services to Unit Owners and Common Areas. This may include fiber-optic lines, coaxial cables, wireless access points, satellite dishes, cellular signal boosters, and smart technology integrations now existing or yet to be invented.

I.1-135: **"Tenant in Common"** shall mean a form of co-ownership in which two or more individuals hold an Undivided Interest in real property, without a right of survivorship. Unit Owners collectively own the Common Areas as Tenants in Common, meaning each Owner holds a proportionate, undivided share based on their Percentage Interest. The conveyance of a Unit shall include the Unit Owner's share of the Common Areas and shall be freely transferred, inherited, or sold without requiring the consent of other co-owners.

I.1-136: **"Termination Agreement"** means the document executed and recorded by the Board, following the requisite vote of the Unit Owners, that formally terminates the Condominium and removes it from the provisions of :34-in accordance with the requirements of this Declaration and applicable law.

I.1-137: **"Unbudgeted Expenditures"** shall mean expenses incurred by the Condominium Association that were not anticipated or allocated in the approved annual budget. Unbudgeted Expenditures may arise from emergency repairs, legal disputes, unforeseen maintenance, insurance shortfalls, or regulatory compliance costs.

I.1-138: **"Undivided Interest"** shall refer to a Unit Owner's inseparable, proportionate share of ownership in the Common Areas, as included in the Owner's Interest in a Unit. Each Owner has equal rights to use the Common Areas (except Limited Common Areas), without exclusive control over any specific portion. **The percentage of Undivided Interest reflects each Unit's share of the financial value of the Common Areas and the corresponding responsibility for Common Expenses; it does not confer greater physical ownership or enhanced rights of use.**

I.1-139 **"Unit"** shall mean the physically designated, privately owned portion of a Condominium, intended for individual ownership and Exclusive Use.

I.1-140: **"Unit Owner"** shall mean any Person or entity, including any legal representative, fiduciary, or trustee, who holds fee simple title to a Unit within the Condominium, whether solely, jointly, or in common with others. The term does not include a Person or entity having an interest in a Unit solely as security for an obligation..

**Commented [RF2]:** Added for clarification:  
**The percentage of Undivided Interest reflects each Unit's share of the financial value of the Common Areas and the corresponding responsibility for Common Expenses; it does not confer greater physical ownership or enhanced rights of use.**



I.1-141: “**Value**” shall mean the numerical allocation—whether expressed in dollars, points, or other units—assigned to each Unit, typically by the Declarant, as set forth in the Declaration, for the purpose of determining the Unit’s proportionate interest in the Common Area, share of Common Expenses, voting power in the Association, and entitlement to any distribution of common profits. Units that are substantially identical shall be assigned the same Value, although Units differing materially in elevation, view, amenities, or other attributes affecting desirability may, but are not required to, be treated as substantially identical. If expressed in dollars, such Value is for administrative allocation purposes only and shall not be construed to represent the appraised, market, or sales value of any Unit. No appraisal, transaction, or opinion of value shall alter the assigned Value or affect any associated rights or obligations. Assigned Value is used solely to allocate Association interests and shall not be interpreted as the basis for insurance valuation or reconstruction cost.

I.1-142: “**Waiver of Subrogation**” shall mean a contractual provision by which an insurer relinquishes its right to seek reimbursement from a third party after paying a claim on behalf of the insured. This waiver prevents the insurer from pursuing legal action against the party that may have caused the loss, thereby protecting certain contractual or commercial relationships, such as between Unit Owners and the Association or between contractors and clients.

## Article DI.2: Overview

### I.2-100: General Purpose

**Highland Colony, a Condominium, is established as a planned residential community.** This Condominium is intended to provide a high standard of living for all residents, protect property values, promote architectural consistency, and ensure the peaceful enjoyment of the Common Areas and Limited Common Areas. The purpose of this Declaration is to facilitate the orderly management, maintenance, and preservation of the property for the collective benefit of all Unit Owners.

### **I.2-200: Name & Corporate Status**

The Association shall continue to work as a nonprofit corporation under the name:

#### **Highland Colony, A Condominium**

It shall remain a legally recognized entity under New Hampshire law and shall have all rights and responsibilities as set forth in this Declaration, the Bylaws, and The New Hampshire Condominium Act, RSA Chapter 356-B (the "Act").

### **I.2-300: Land & Location**

The Condominium covers 53.95 acres, as described in **Exhibit A** (*Legal Description of Submitted Land*) of its original Declaration (incorporated herein by reference). It is located in the Town of Holderness, Grafton County, New Hampshire, with access from the following roads: Mt. Prospect Road, Wedgewood Drive, Troon Terrace, Muirfield Lane, Springer Lane, Highland View Lane, and Fairview Lane.

### **I.2-400: Buildings & Common Elements**

The Condominium consists of thirty-four (34) Units in twenty-two (22) buildings, constructed primarily of wood frame and concrete block on a concrete slab or foundation.

The property includes:

Twenty-one (21) residential buildings, each containing one or more Units as set forth in **Exhibit C** (*"As Built" Site Plan*):

One (1) clubhouse, available for community use;

One (1) swimming pool, available for community use; and

One (1) tennis court, available for community use.

### **I.2-500: Restrictions on Commercial Use**

No Unit shall be used for commercial, industrial, or other non-residential purposes unless expressly permitted by the Board and in compliance with the Act and zoning laws or ordinances of the Town of Holderness. (See DI.2-500)

#### **I.2-501: Home-Based Business Exceptions**

Occasional business activities that generate minimal traffic, deliveries, or client visits may be permitted, provided that in the view of the Board of Directors they do not create a nuisance or interfere with residential use.



## **I.2-600: Ownership, Governance, & Legal Compliance**

The Condominium is collectively owned by all Unit Owners, each of whom holds an Undivided Interest in the Common Areas as a Tenant in Common and participates in the governance of the Association through their voting power.

### ***I.2-601: Governance and Regulatory Oversight***

The Condominium shall be governed, administered, and maintained by the Highland Colony Homeowner Association through its Board of Directors. All use restrictions in this Declaration must comply with applicable federal, state, and local regulations.

## **I.2-700: Association Membership**

The owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the unit ceases for any reason. The membership of the Association shall consist solely of the one individual unit owner from each of the thirty-four units.

## **I.2-800: Role of the Bylaws**

The governance, administration, and operation of the Association shall also be governed by the Bylaws of Highland Colony Homeowner Association, annexed to this Declaration as **Exhibit D**. The Bylaws establish detailed procedures for meetings, voting, Board elections, Officer duties, fiscal management, and enforcement. All Unit Owners, tenants, and residents are bound by the Bylaws, which shall be interpreted in harmony with this Declaration and applicable law.



## **Article I.3: Percentage of Interest**

### **I.3-100: Percentage of Interest**

The Percentage of Interest allocated to each of the thirty-four (34) Units in the Common Elements is set forth in **Exhibit B** (*Allocation of Percentage of Undivided Interest*) from the original Highland Links Colony Declaration, Schedule A: *Allocation of Percentage of Undivided Interest*, as amended by its Twenty-First Amendment (Grafton County Registry of Deeds, Book 2613, Pages 0394–0395, dated December 19, 2001), which is reproduced and incorporated herein by reference.

### **I.3-200: Effect of Percentage Interests**

Each Unit Owner's Percentage Interest, as set forth in **Exhibit B** (*Allocation of Percentage of Undivided Interest*), determines their proportionate share of Condominium Fees (Dues), Special Assessments and all other financial obligations allocated by the Association.



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## **Article I.4: Conveyance of Units**

### **I.4-100: Notice of Intent to Sell or Transfer**

Prior to the conveyance, sale, or other transfer of any Unit, the Owner shall provide written notice to the Board or the Association's Managing Agent. This notice shall include the proposed date of transfer, the name and contact information of the





prospective buyer, and the name and contact information of any real estate agent or broker involved.

#### ***1.4-110: Association Disclosures***

Upon receiving proper notice under Subsection (a), the Association shall, in accordance with RSA 356-B:58 and RSA 356-B:57, provide to the Owner, prospective purchaser, or their agent any information and documents legally required in connection with the sale. This may include, but is not limited to:

- A statement of unpaid Assessments or other charges,
- A copy of the current Declaration, Bylaws, and Rules and Regulations,
- The most recent financial statements and operating budget,
- Insurance summaries,
- Reserve Fund disclosures,
- Any known violations or pending enforcement actions.

The Association may charge a reasonable fee for compiling and furnishing such materials, consistent with RSA 356-B:58.

#### ***1.4-120: Representations by Current Owner***

The Association shall be entitled to rely on any representations made by the current Owner as to the intended transfer. Information provided under this section shall be binding on the Association as to the matters disclosed and may be relied upon by the purchaser in accordance with RSA 356-B:58, II.

#### ***1.4-130: Owner Obligation to Inform Buyers***

It shall be the responsibility of the selling Owner to ensure that the prospective buyer receives all required disclosures. The Association shall not be liable for any failure of the Owner or their agent to deliver these materials unless the Association affirmatively assumed that duty in writing.

#### ***1.4-140: Owner Obligation to Inform Buyers***

No purchaser or transferee shall be deemed a Unit Owner for purposes of voting rights, use of Common Areas, or membership in the Association until a deed has been recorded with the Grafton

County Registry of Deeds and the Association has received a copy or formal notice of the recorded transfer.

## **Article I.5: Voting**

### **I.5-100: Voting Rights and Allocation**

Voting is a fundamental right, and each Unit Owner is entitled to one (1) vote per Unit owned.

- If a Unit is owned by multiple individuals, the Owners must cast a single, unified vote; fractional votes are not permitted.
- Voting rights may not be suspended for non-payment of Assessments.

### **I.5-200: Voting Methods and Procedures**

Voting shall be conducted in accordance with [RSA 356-B:39](#), this Declaration, and the Bylaws.

The Board shall establish and approve secure, verifiable voting methods, which may include:

- An in-person ballot;
- Electronic voting;
- A Mail-in ballot; or
- Other lawful methods.

Proper notice shall be provided to all Unit Owners before any vote. Quorum requirements, approval thresholds, and procedural rules shall be governed by this Declaration, the Bylaws, or applicable law.

### **I.5-300: Proxy and Absentee Voting**

Unit Owners may vote by proxy as permitted under [RSA 356-B:39](#) and this Declaration.

- All proxies must be in writing, signed and dated by the Unit Owner, and shall be valid only for the meeting specified, unless a longer validity is expressly permitted by the Bylaws.
- If the proxyholder will not be physically present at the meeting, the signed proxy must be submitted to the Board or Property Manager in advance by reasonable means, including email, mail, or personal delivery. A confirmation of receipt sent to both the proxyholder and the Unit Owner may serve as verification.



- Proxies not received prior to the time the meeting is called to order may be deemed invalid at the discretion of the Board.

The Board may determine whether proxies must be directed (instructing the proxyholder how to vote) or may be undirected (allowing the proxyholder discretion). In addition to proxies, the Board may authorize other lawful methods of voting that ensure fairness and verifiability, including absentee ballots or secure electronic voting, provided such methods are consistent with applicable law and the Bylaws.

#### **I.5-400: Board Authority to Establish Voting Procedures**

The Board may adopt and revise written policies governing voting methods, proxy forms, deadlines, verification procedures, and related matters, provided such policies are consistent with this Declaration, the Bylaws, and [RSA 356-B](#).



### **Article I.6: Board of Directors**

#### **I.6-100: Board Membership & Qualifications**

The Board shall be composed of Unit Owners who meet the qualifications stated in the Bylaws. The Bylaws shall also specify the election process, number of Board members, and term limits. No more than one (1) Owner per Unit may serve as a voting member of the Board at the same time.

#### **I.6-200: Authority & Governance**

The Board's primary responsibility is to enforce policies, oversee financial management, and maintain the property for the benefit of all Unit Owners.

The Board of Directors shall govern the Association and manage its affairs in accordance with [RSA 356-B:40](#) and the Condominium Instruments. Board members shall act in accordance with their fiduciary duty, as required under [RSA 292: Voluntary Corporations and Associations](#), and shall exercise care, loyalty, and good faith in their decision-making. The Board must prioritize the collective interests of the Association over individual interests, allocate resources fairly, and focus on community-wide concerns.

### **I.6-300: Powers, Duties & Responsibilities**

The Board shall have all the powers necessary to govern, manage, and maintain the Condominium as granted by the *Condominium Act* and the Condominium Instruments, including but not limited to:

**Holding meetings**, establishing committees, and conducting Board affairs in compliance with this Declaration, the Bylaws and applicable law;

**Overseeing maintenance**, repairs, improvements, and replacements;

**Hiring and compensating** a Managing Agent, who may, under the direction of the Board, employ attorneys, accountants, engineers, insurance advisors, contractors, or other professionals as needed;

**Managing financial records**, preparing budgets, levying Assessments, and imposing Liens;

**Negotiating contracts** and executing agreements for services, utilities, and property maintenance;

**Enforcing the Declaration**, Bylaws, and Rules & Regulations, including imposing fines and corrective actions; and

**Granting or accepting easements**, permits, and licenses as necessary.

### **I.6-400: Fiduciary Duty of Board Members**

Members of the Board of Directors shall have a fiduciary duty to the Association and to the Unit Owners collectively. Each Director shall perform their duties in good faith, in a manner reasonably believed to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

### **I.6-500: Limits on Unbudgeted Expenditures**

The Board shall not authorize Unbudgeted Expenditures beyond the threshold set in the Bylaws without prior approval by Unit Owners at a properly called meeting or through an electronic ballot process, with notice specifying the proposed expenditure. (See B.VI.610)



#### **I.6-600: Prohibition on Officer Compensation**

No Officer or Board member shall receive any salary, fee, or other direct or indirect compensation from the Association for services performed in their capacity as an Officer or Board member. Nor shall any Officer or Board member otherwise benefit financially from such service. This prohibition shall not preclude reimbursement for actual expenses incurred on behalf of the Association, provided such expenses are properly documented and approved in accordance with Association policy. (See [RSA 356-B:40](#)).

#### **I.6-700: Conflict of Interest Policy**

Board members shall avoid conflicts of interest as required by [RSA 292](#) and any additional policies adopted by the Association. If a Board member's vote may result in either financial or non-financial gain, for themselves, their family members, business associates, or acquaintances, they must: announce their conflict of interest, abstain from voting on the matter, and not participate in related discussions or deliberations.

Any transaction involving a Board member shall be reviewed and approved by a majority of disinterested Directors to ensure it is fair and in the best interests of the Association.

#### **I.6-800: Removal of Officers and Directors**

Subject to applicable notice requirements under this Declaration, the Bylaws, and New Hampshire law, Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a Quorum is present may remove any member of the Board of Directors and any Officer elected by the Unit Owners, with or without cause, provided that the intention to consider removal has been expressly stated in the meeting notice.

#### **I.6-900: Service of Process**

Pursuant to [RSA 356-B:13](#), the Association shall maintain a registered agent and registered office within the State of New Hampshire for purposes of service of process. In addition, any member of the Board of Directors may accept lawful service of process in connection with any proceeding arising under the Condominium Act or this Declaration. For purposes of informal notice or administrative correspondence, the business address of the current Managing Agent shall be deemed the Association's principal address unless otherwise designated by the Board.

## **Article I.7: Meetings of the Association and Board**

### **I.7-100: Required Meetings of the Association and Board**

The Association shall hold an Annual Meeting in accordance with the Bylaws and [RSA 356-B:37](#). The Board of Directors shall meet at least quarterly, including the Annual Meeting.

#### ***I.7-101: Special Meetings.***

Special Meetings of the Association may be called by the Board or upon the request of Unit Owners, as specified in [RSA 356-B:37](#) and the Bylaws. (See B.VI.520)

### **I.7-200: Open Meetings Requirement**

A gathering of Board members shall not be considered a Board meeting unless Association business is discussed or acted upon. All Board deliberations and decisions relating to the conduct of Association business shall occur at open meetings, except as otherwise permitted in this Declaration or applicable law. *Board members shall not use social gatherings, private discussions, or other methods to circumvent open meeting requirements.*

Nothing herein shall preclude Board members from gathering informally to plan meeting agendas, discuss long-term goals for the community, or engage in social activities, provided that no binding decisions are made outside of a properly noticed meeting.

#### ***I.7-201: Executive Sessions***

The Board may, upon an affirmative vote of a majority of its members present at a duly convened meeting, meet in executive session to consider matters of pending or threatened litigation, personal matters relating to Association employees or contractors, enforcement matters involving specific Unit Owners, or other topics requiring confidentiality in accordance with applicable law. Any decisions made in executive session shall be recorded in the minutes of the next open meeting, unless privileged by law.

### **I.7-300: Notice of Meetings**

Owners shall receive at least twenty-one (21) Days' notice of the Annual Meeting.

For all other Association meetings, notice shall be provided at least five (5) Days in advance, in accordance with [RSA 356-B:37](#).



All notices shall include the time, place, and purpose(s) of the meeting. If the meeting involves proposed budget changes or the removal of a Board member or Officer, those items must be expressly stated in the notice. (See Section I.6-800 regarding removal procedures.)

***I.7-301: Meetings Without Prior Notice***

Except for official quarterly meetings, the Board may meet without prior notice to Unit Owners, provided that no actions are taken which materially affect Association policy, Unit Owner obligations, or the use of Common Areas. If such actions must be taken due to an emergency or other time-sensitive condition that prevents advance notice, a complete copy of the meeting minutes shall be made available to all Unit Owners within seven (7) Days following the meeting.

***I.7-302: Methods of Delivering Notices***

The method of delivering notices shall be set forth in the Bylaws and may include electronic delivery (e.g., email, secure online portal), U.S. Mail, or other methods permitted by law.

***I.7-400: Remote Meetings***

The Board and Association may conduct meetings remotely via electronic platforms. The Board shall establish procedures for ensuring secure access, voting logistics, and Owner participation.

***I.7-500: Quorum Requirements***

For the Annual Meeting, a Quorum consists of at least thirty-three and one third percent (33 1/3%) of the total voting power of all Unit Owners, whether present in person or by proxy (see *RSA 356-B:38*). That percentage is equal to eleven (11) votes of the thirty-four (34) unit voting power of all Highland Colony Unit Owners.

For Board Meetings, a Quorum consists of at least sixty percent (60%) of Board members or at least one-half (1/2) of the votes in that body being present at the beginning of such meeting. If a Quorum is not met, the meeting may be adjourned and rescheduled.

***I.7-600: Conduct of Meetings***

Meetings shall be conducted in a manner substantially consistent with *Robert's Rules of Order*, as modified by the Bylaws or any procedures adopted by the Board. In the event of a procedural dispute, the Chairperson, or parliamentarian (if any), may rule on

the appropriate process, subject to appeal by a majority of those present. The Board or the Unit Owners, as applicable, may suspend procedural rules for a particular meeting or item of business by the affirmative vote of a majority of those present and voting, except where otherwise required by this Declaration, the Bylaws, or applicable law.

#### **I.7-700: Meeting Minutes and Distribution of Minutes**

Minutes shall be taken for all meetings of the Association and of the Board. Minutes shall record **actions taken, motions adopted, and major discussion points** without requiring a verbatim transcript. Minutes shall be made available to all Unit Owners for examination or copying in accordance with [RSA 356-B:37](#).

A copy of the minutes shall be made accessible to all Unit Owners within a reasonable time following the meeting, but no later than thirty (30) Days after the meeting. The Board may distribute minutes electronically, including posting them to an Association website or delivering them via email with a link to the posted minutes. If for any reason the minutes are not available from the website, an Owner may request a printed copy of the minutes by notifying the Board in writing.

The Association shall maintain a record of all minutes for a minimum of seven (7) years from the date of the meeting, after which older minutes may, at the discretion of the Board, be archived, discarded, or, if stored electronically, deleted.

Effective notice and communication procedures, including the delivery of meeting notices, minutes, and other Association information, are further addressed in Article D.I.8.



### **Article I.8: Notices & Communications**

#### **I.8-100: Notices to Unit Owners**

In accordance with [RSA 356-B:37](#), the Board shall provide notices to Unit Owners regarding Association meetings, actions, and other matters as required by this Declaration, the Bylaws, or applicable law. Notices may be sent electronically or by any other method permitted by law, as further specified in Article D.I.7.





### **I.8-200: Notices to the Association and Board**

Any notices to the Board required under this Declaration, the Bylaws, or the Condominium Act shall be sent to the Board at its designated address. Notices may be delivered by hand, mail, email, or other means of electronic communication, as permitted by the Board.

### **I.8-300: Compliance of Notice Procedures**

All notice procedures must comply with applicable laws and the Bylaws. (See B.V.500)

### **I.8-400: Delivery & Effective Date**

Unless otherwise specifically provided in this Declaration or the Bylaws, any notice required or permitted to be given to a Unit Owner, the Association, or the Board under the Declaration, Bylaws, or applicable law shall be deemed delivered and effective as follows:

**a. Delivery by Mail or Commercial Carrier**

Notice shall be deemed delivered **three (3) business days after mailing** if sent by U.S. Mail, postage prepaid, or upon documented delivery if sent via a nationally recognized delivery service (e.g., UPS, FedEx), addressed to the recipient's last known mailing address on file with the Association.

**b. Electronic Delivery**

Notice shall be deemed delivered upon **successful electronic transmission** (such as email or secure web portal notification), provided the recipient has consented in writing to receive notices electronically, and the transmission is directed to the most recent electronic address on file with the Association. A delivery confirmation or server log shall constitute presumptive evidence of delivery.

**c. Physical Delivery**

Notice shall be deemed delivered upon **hand delivery** to the recipient or to an adult occupant at the recipient's Unit, or upon placement at the front door, mailbox, or other conspicuous location at the Unit. If delivered to the Association, physical notice shall be deemed delivered upon receipt by an Officer, Director, or Managing Agent.

**d. Website or Bulletin Board Posting (General Notices Only)**

For notices not directed to individual Unit Owners (e.g., notice of Annual Meeting, rule changes, or community-wide announcements), posting on the Association's official website or designated community bulletin board shall be deemed sufficient, provided such posting is accompanied by at least one other method of notice described above.

**e. Refused, Returned, or Undeliverable Notices**

If notice is returned, refused, or otherwise undeliverable due to a Unit Owner's failure to update contact information, such notice shall be deemed effective as of the date it was first attempted using the most recent information on file.

**f. Certification of Delivery**

The Secretary, Managing Agent, or other designated Officer may certify the method and date of delivery. Such certification shall constitute **prima facie evidence** of proper notice.

**g. Calculation of Notice Periods**

All required notice periods under this Declaration or the Bylaws shall be calculated from the date on which the notice is deemed delivered under this Section.

**h. Owner Responsibility to Update Contact Information**

Each Unit Owner is responsible for ensuring that the Association has current and accurate mailing and electronic contact information on file. The Association shall not be liable for any failure of notice resulting from outdated or incorrect Owner contact information.





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## II: Property Structure and Ownership

**Part II** of the Highland Colony Declaration provides a detailed description of the physical and legal structure of the Condominium. It defines the boundaries, classifications, and usage rights associated with each part of the property—including Common Areas, Limited Common Areas, and individually owned Units—and outlines how ownership is divided and regulated.

**Article II.1** defines the **Common Areas**, which include all land, structural elements, utility infrastructure, and amenities not individually owned. It outlines the intended uses of these areas and establishes rules to protect shared spaces from misuse or deterioration. This Article also includes behavior and safety regulations, signage restrictions, pet policies, storage limitations, and enforcement procedures, helping to preserve the residential quality and appearance of the community.

**Article II.2** addresses **Limited Common Areas**, which are portions of the Common Area reserved for the Exclusive Use of one or more Units. These include designated yards, driveways, balconies, and patios, as well as mechanical systems and exterior features specific to individual Units. The article clarifies who is responsible for maintenance, what modifications are allowed, and how disputes or safety hazards must be addressed. It also sets limits on bedroom expansion to ensure compliance with septic capacity and local zoning.

**Article II.3** defines the **boundaries of each Unit**, including how vertical and horizontal limits are determined and how responsibility is divided for features like windows, garage doors, and exterior frames. It reaffirms each Owner's exclusive right to their Unit while clarifying which structural and utility components are part of the Common Area. Easements for encroachments and minor construction variances are also addressed to prevent unnecessary conflict or liability.

**Article II.4** explains how each Unit's **Percentage Interest** in the Common Areas is determined, based on relative Value. These Percentages govern not only shared expenses and voting rights but also how responsibility and benefits are proportionally allocated throughout the Condominium. The methodology used reflects Unit size, layout, and other distinguishing characteristics.

**Article II.5** governs the Association's Telecommunications, Technology, and Energy Infrastructure. It authorizes the Board to regulate, approve, and improve systems supporting internet, cellular, satellite, security, energy advancements, and future technological innovations within the Common Areas. The Article defines the Association's responsibilities for shared infrastructure, clarifies Owner responsibilities for private systems and devices, and establishes standards for the installation of antennas, satellite dishes, surveillance cameras, and Electric Vehicle (EV) charging stations. It also grants the Board authority to address emerging technologies, ensuring that Highland Colony remains compatible with evolving legal requirements, safety standards, and industry best practices.

Finally, **Article II.6** details various **easements** that apply to the property. These include rights of access for maintenance, utilities, ingress and egress, and prior recorded easements that remain enforceable today. The section includes references to historical documents that convey access rights, utility corridors, and "Protective Green Areas."

Together, the articles in Part II provide a complete map—both physical and legal—of the Condominium. Whether you are a Unit Owner, buyer, contractor, or Board member, this section ensures transparency around what you own, what you may use, and what responsibilities come with each type of property interest.



## Article II.1: Common Area

### II.1-100: Definition of Common Area

The Common Areas shall include all portions of the Condominium that are not within the boundaries of individual Units or designated as Limited Common Areas. Common Areas are owned by all Unit Owners in proportion to their respective Undivided Interests, as set forth in Exhibit B (Allocation of Percentage of Undivided Interest) of this Declaration. **These Undivided Interests reflect each Unit's proportional share of financial responsibility and value—not physical ownership of a specific portion of the Common Areas. No Unit Owner has a greater right to use or control the Common Areas by virtue of owning a larger percentage.**

### II.1-200: Physical and Functional Components

The Common Area shall include, but is not limited to:

#### ***II.1-201: Land and Exterior Features***

Grounds, driveways, walkways, and parking areas not designated as Limited Common Areas. Building exteriors, including roofs, foundations, retaining walls, and exterior walls, except where designated as part of a Unit.

#### ***II.1-202: Structural Elements***

Foundations, load-bearing walls, columns, beams, and structural supports, along with substructures of perimeter walls, floors, and ceilings, including framing and insulation.

#### ***II.1-203: Shared Utility Infrastructure and Common Area Designation***

Pipes, ducts, flues, chutes, conduits, plumbing, wires, and other utility installations or facilities used for the furnishing of utility services or the removal of waste that are not located within a Unit shall constitute part of the Common Area. In addition, any such installations or facilities located within a Unit that either (a) serve any portion of the Condominium other than the Unit in which they are located, or (b) are entirely encased within Common Area located in that Unit, shall likewise be deemed part of the Common Area. Furthermore, the sewage disposal system, water system, chimneys serving more than one Unit, and any electrical, telephone, or other utility systems that serve the Condominium and are located within the Condominium (to the extent such systems are not owned by the utility service

provider) shall also be considered part of the Common Area. However, any portion of such systems that is located within and serves only a single Unit shall not be considered part of the Common Area unless fully enclosed within Common Area elements located inside that Unit.

#### ***II.1-204: Amenities***

Common Areas include facilities such as the tennis court, clubhouse, swimming pool, Community Garden, and, where established, orchard areas, nature trails, and cross-country ski trails, together with any additional amenities that may be established by the Association in the future.

The Association acknowledges that the Property's extensive land and natural features represent a unique and enduring asset, providing opportunities for recreation, community engagement, and the enjoyment of open space. In recognition of this, the Board of Directors shall have full authority to establish, maintain, modify, relocate, or remove amenities as deemed appropriate for the benefit of the Unit Owners, subject to the terms of this Declaration and applicable law.

The Board may adopt reasonable rules and regulations governing the use, maintenance, access, safety standards, and permitted activities related to all amenities.

Participation in recreational and natural amenities shall be voluntary and at the sole risk of participants, who waive all claims against the Association arising from such use, except in cases of gross negligence or willful misconduct by the Association. The Association shall not be obligated to maintain recreational or natural amenities to a standard higher than that reasonably necessary for casual recreational use.

**If the Board determines that the permanent closure or removal of a material amenity is necessary, it shall document the basis for its decision in the minutes of a duly noticed meeting, including relevant considerations such as safety, cost, usage, or obsolescence. The Board may, but need not, solicit Owner input before making such a determination.**



#### ***II.1-205: Association-Acquired or Managed Common Area and Personal Property***

All other parts of the Condominium, including Common Use Property acquired by the Association now or in the future and necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in this Declaration or its exhibits, shall also constitute Common Area elements. This includes movable items such as furnishings, equipment, and other tangible assets owned by the Association (often referred to as "personal property" in real estate terminology).



#### **II.1-300: Use of Common Areas**

The **Common Areas** shall be used exclusively for their intended purposes by all Unit Owners, their families, guests, tenants, and invitees. Use of Common Areas shall not unreasonably interfere with the rights of others or violate this Declaration, the Bylaws, or the Condominium Residency Rules & Regulations. Common Areas shall not be used in a manner inconsistent with the residential character of the Condominium.

No one shall obstruct, commit waste in, or cause damage beyond reasonable wear and tear to any Common Area or Limited Common Area. Anyone causing such damage shall be responsible for any expense incurred by the Association in repairing the same. The Board shall have the authority to determine whether specific conduct violates this section and may impose fines or other lawful remedies in accordance with this Declaration, the Bylaws, the Rules & Regulations, or applicable law.

#### ***II.1-301: Noxious or Offensive Behavior***

No Unit Owner, occupant, tenant, guest, or invitee shall engage in any noxious, offensive, hazardous, or unlawful activity within any Unit or upon the Common Areas that may become an annoyance or nuisance to others, or that may disturb the peaceful enjoyment, comfort, health, or safety of other residents. This includes but is not limited to:  
**excessive noise, odors, smoke, vibration, light; threatening or abusive conduct; discharge of firearms or fireworks; or violations of governing documents.**

#### ***II.1-302: Hazards and Insurance Interference***

No portion of the Condominium shall be used in a way that constitutes a fire hazard, increases the insurance rate on any part of the Common Area, or causes cancellation or suspension of insurance coverage maintained by the Association. All uses must comply with applicable laws, ordinances, and regulations.

#### ***II.1-303: Exterior Displays and Signage***

No signs, banners, flags (except as permitted by law), clotheslines, antennas, refuse containers, or personal items shall be displayed, stored, or affixed in any location visible from outside the Unit—including balconies, decks, patios, walkways, and windows—without the prior written consent of the Board, except as otherwise permitted by this Declaration, the Bylaws, duly adopted rules, or applicable law.

For purposes of this section, “personal items” include, but are not limited to, toys, tools, bicycles, drying racks, grills, and decorative objects not permanently installed or approved. Reasonable outdoor furniture designed for exterior use may be permitted on balconies, decks, or patios, provided it is maintained in good condition and complies with any design, safety, or seasonal use standards adopted by the Board.

The Board may adopt additional rules regulating the appearance, placement, and storage of items in visible exterior areas in order to preserve the visual uniformity, safety, and aesthetic standards of the Condominium. The Association may install reasonable signage for identification, safety, maintenance, or informational purposes within the Common Areas.

#### ***II.1-304: Protected Noncommercial Signs, Symbols, and Flags***

Notwithstanding Section II.1-303, the Board shall not prohibit the display of noncommercial signs, symbols, or flags by Unit Owners on or within their Units to the extent such display is protected by applicable state or federal law, including but not limited to expression related to political elections, public policy, or social movements.





The Board may adopt reasonable, content-neutral rules regulating the size, number, duration, placement, and manner of such displays, provided such rules are applied uniformly and do not unreasonably restrict lawful expression. Nothing in this Declaration shall be interpreted to override any rights guaranteed by federal or constitutional law.

#### ***II.1-305: Flags – Federal Law Compliance***

Pursuant to the Freedom to Display the American Flag Act of 2005 (Public Law 109-243), no provision of this Declaration, the Bylaws, or adopted Rules shall prohibit any Unit Owner from displaying the flag of the United States, provided it is displayed in a respectful and customary manner, and does not pose a threat to public safety, property, or the rights of other residents. Each Unit Owner may display one portable, removable flagpole and may fly:

- One United States flag, and/or
- One New Hampshire state flag, and/or
- One flag of a branch of the United States Armed Services,

provided each flag does not exceed 3 feet by 5 feet, is maintained in good condition, and is displayed in accordance with any reasonable Board rules regarding placement, condition, and duration.

The Board may prohibit the display of commercial, political, or other flags or banners that are not protected by law, provided such regulations are reasonable, uniformly applied, and consistent with applicable legal standards.

#### ***II.1-306: Pets and Animals***

Only household pets of reasonable size are permitted, subject to rules established by the Board. Exotic animals, livestock, and poultry are prohibited. Pets must not cause excessive noise, odor, or other nuisances, and must be appropriately supervised when outside the Unit. Pets may not be left outdoors unsupervised. Owners are responsible for promptly cleaning up waste and for any damage or injury

**Commented [RF3]:** Changes to the above required renumbering.

caused by their pets. Nothing herein shall restrict a Unit Owner from prohibiting pets within the Owner's leased Unit by private agreement with the tenant.

Assistance animals are not subject to the above restrictions to the extent required by applicable law. Consistent with the *Fair Housing Act*, the Board may require documentation from a licensed healthcare provider verifying that an individual has a disability-related need for an assistance animal.

***II.1-307: Storage of Boats, Trailers, Snowmobiles, etc.***

No boats, boat trailers, snowmobiles, barbecue grills, or other personal property shall be stored in the Common Area. Storage of such items must be within a Unit, garage, or designated storage area, as space permits, and subject to the discretion of the Board.

***II.1-308: Right to Create and Amend Rules***

The Board may adopt and amend Residency Rules and Regulations or other rules governing the use of the Common Areas, provided such rules are reasonable, uniformly applied, and consistent with this Declaration, the Bylaws, and RSA 356-B.

The Board may, in its discretion, authorize temporary or limited use of Common Areas by non-Owners or members of the general public for a fee or for community benefit, **provided such use:**

- Does not interfere with the quiet enjoyment, access, or use of the Common Areas by Unit Owners and their guests;
- Does not materially increase liability, noise, congestion, or wear on the Common Areas;
- Is consistent with the residential character of the Condominium; and
- Is supported by appropriate insurance and indemnification, as determined by the Board.

Nothing in this section shall be construed to permit use of any **Limited Common Area** by non-Owners without the consent of the affected Unit Owners, except as permitted



under RSA 356-B:19 or as otherwise authorized by this Declaration.



## **II.1-400: Alterations and Modifications to Common Areas**

### ***II.1-401: Board Authority for Modifications***

The Board shall have exclusive authority to approve and oversee routine alterations, modifications, or improvements to the Common Areas as necessary for maintenance, safety, aesthetics, regulatory compliance, or the general benefit of the Condominium.

However, unless mandated by law, building codes, or governmental orders, any alteration or modification that substantially changes the intended use or character of the Common Areas shall require prior approval by a recorded vote of at least two-thirds (2/3) of the total voting power of Unit Owners.

### ***II.1-402: Unauthorized Modifications***

No Unit Owner shall alter, modify, or construct upon any portion of the Common Area without the prior written approval of the Board. Unauthorized alterations may be removed or restored by the Association at the Owner's expense. The Board may also impose fines or Special Assessments as permitted by the Declaration and Bylaws.

### ***II.1-403: Emergency or Required Modifications***

The Board may undertake necessary improvements to meet legal, safety, or essential maintenance obligations. These may include, but are not limited to:

- Legal or regulatory compliance (e.g., fire code, ADA, environmental regulations);
- Structural or safety-related repairs; and
- Utility or energy efficiency upgrades.



## Article II.2: Limited Common Areas

### II.2-100: Definition of Limited Common Areas

Limited Common Areas are portions of the Common Area reserved for the exclusive or shared use of the Owners or occupants of one or more designated Units, rather than for the use of all Unit Owners collectively.

*Ownership of Limited Common Areas remains with all Unit Owners*, in proportion to their respective Undivided Interests in the Common Area and is not transferred to the Unit Owner(s) who have Exclusive Use rights.

**Exclusive Use does not confer ownership.** It means only that the specified Unit Owner has the right to use and enjoy the area—subject to this Declaration, the Bylaws, and any applicable rules—while all other Owners and occupants are excluded from use.

Unit Owners who observe unauthorized access or alterations may notify the Board or Managing Agent who shall determine whether enforcement action is warranted.

### II.2-200: Limited Common Land Area Designations

Each Unit shall have appurtenant Limited Common Areas, designated as follows:

- The front of the Unit (as oriented by its official street address) extends twenty-five (25) feet outward from the front of the Unit;
- The sides of the Unit extend twenty-five (25) feet outward to either side of the Unit. If two Units are less than fifty (50) feet apart, the space between them is divided equally from the midpoint; and
- The rear of the Unit extends fifty (50) feet outward from the Unit but shall not exceed recorded property boundaries. If two Units are less than one hundred (100) feet apart, the space between them shall be proportionally divided from the center point.

#### **II.2-201: Conflicts with Recorded Plan**

In the event of a conflict between this Article and the recorded Site Plan regarding property boundaries, easements, or Limited Common Area designations, the recorded Site Plan shall govern.



### II.2-300: Limited Common Area Elements

Limited Common Elements intended for the Exclusive Use of individual Unit Owners include, but are not limited to:

- Designated parking spaces;
- Exclusive-use patios, balconies, and decks;
- Outdoor hose bibbs (sillcocks), clothes dryer vents, and other mechanical systems **exclusively serving a single Unit**, which shall be maintained, repaired, and replaced at the expense of the Unit Owner; and
- Any additional areas designated as Limited Common Areas in the Condominium Site Plan or this Declaration.



### II.2-400: Limited Common Area Use & Restrictions

**Limited Common Areas (LCAs)** such as exclusive-use decks, patios, entryways, or parking spaces, are part of the Common Area but are reserved for the exclusive use of the Unit(s) to which they are assigned. No one other than the Owner(s) of the Unit(s) to which an LCA is assigned—or their invited guests—may enter, use, or interfere with that Limited Common Area without express permission.

Each Unit Owner shall have the exclusive right to use the Limited Common Areas assigned to their Unit, as defined in this Declaration and set forth in the Condominium plat and plans. Limited Common Areas are reserved for the private use and benefit of the Unit Owner to whom they are assigned and shall not be used, entered, or altered by other Unit Owners or their guests without the Owner's express permission.

The Association encourages all Unit Owners to respect the boundaries of Limited Common Areas and to seek clarification from the Board or Managing Agent if there is any uncertainty about the extent of access or usage rights.

Use of Limited Common Areas remains subject to the provisions of this Declaration, the Bylaws, and the Residency Rules & Regulations. Specifically:

- The Association may regulate the use and maintenance of Limited Common Areas to ensure uniform appearance, prevent deterioration, and protect safety or structural integrity.
- The Board retains authority over any modifications, replacements, or alterations to Limited Common Areas. Any such work must comply with Board-approved standards, including materials, colors, and design specifications.

#### ***II.2-401: Compliance with Holderness Zoning Ordinance***

No Unit Owner may use their Limited Common Area in a manner that produces or emits odor, dust, smoke, refuse, fumes, noise, vibration, or similar disturbances in violation of Holderness Zoning Ordinance §400.1 or Section II.1-301 of this *Declaration*.

#### ***II.2-402: Doorbell or Security Cameras***

Unit Owners may install doorbell cameras or other security cameras within their designated Limited Common Areas, provided such devices do not record audio or video files of another Unit's interior or Limited Common Area. Cameras must be directed solely toward the Owner's own entryway, driveway, or Limited Common Area.

All such installations must be discreet in appearance and may be governed by additional guidelines in the Residency Rules & Regulations.



### **II.2-500: Alterations, Modifications, Owner Responsibilities**

#### ***II.2-501: No Structural Expansion into Limited Common Areas***

No Unit may be expanded into a Limited Common Area or otherwise enclosed or altered to increase interior living space.

In accordance with [RSA 356-B:19](#), Exclusive Use of a Limited Common Area does not confer ownership. These areas remain part of the Common Area and are owned in common by all Unit Owners in proportion to their Percentage Interests.



***II.2-502: Modifications Require Prior Board Approval***

Unit Owners may not alter, expand, or modify a Limited Common Area without prior written approval from the Board. All modifications must comply with the design standards, materials, colors, and specifications approved by the Board.

***II.2-503: Responsibility for Features Outside Unit Boundaries***

Any feature or apparatus installed after the recording of the Site Plan but outside Unit boundaries shall be deemed Limited Common Area that is the responsibility of the Unit Owner even if that feature or apparatus was installed by a previous owner. This includes, but is not limited to, screen or storm doors, awnings, rain gutters, patios, walkways, decks, and fuel tank enclosures.

***II.2-504: Owner Maintenance of Modifications***

Notwithstanding classification as Limited Common Area, *the Unit Owner shall be solely responsible for the maintenance, repair, and replacement of any addition or modification made to the Limited Common Area*, unless the Board expressly agrees in writing to assume responsibility.

***II.2-505: Consequences for Unapproved Modifications***

The Board may require the removal or restoration of any unapproved modification to a Limited Common Area at the expense of the current Unit Owner. The Board has discretion to determine whether removal or restoration is necessary, provided that such determinations are reasonable and consistent with this Declaration and the governing documents.

***II.2-506: Safety Hazards and Code Violations***

If the Board determines that a deck, walkway, patio, or other exterior modification—whether due to design, deterioration, or condition—poses a safety hazard, violates applicable laws or regulations, or fails to meet required standards, it may direct the Unit Owner to repair, modify, or remove the modification at the Unit Owner's expense. If the Unit Owner fails to complete the required action within the time specified by the Board, the Board may undertake the necessary work and assess all related costs, including administrative and legal fees, to the current Unit Owner.

***II.2-507: Bedroom Limits and Septic System Compliance***

Each Unit's number of bedrooms is as shown on the recorded Unit Plans. The creation of additional bedrooms is prohibited unless the Unit Owner provides proof of compliance with all applicable State and local septic regulations, including *Holderness Zoning Ordinance §400.10*. No modification that would increase a Unit's bedroom count shall be permitted without prior Board approval or verification of a State-approved septic system of adequate capacity.

***II.2-508: Disclosure of Modifications at Sale***

Responsibility for disclosing the existence and status of any modifications to Limited Common Areas rests solely with the Unit Owner and their real estate agent, in accordance with applicable real estate disclosure laws and professional obligations.

The Association is not required to maintain historical records of modifications or provide documentation of past approvals or disapprovals, and makes no representations as to the existence, accuracy, or completeness of any such records.

The Association shall have no obligation to confirm, track, or verify the status of past modifications, or to inspect for compliance with applicable standards.

**Modifications that do not appear on the original recorded plans filed with the Grafton County Registry of Deeds, or that were not installed by or on behalf of the Association, shall not be the responsibility of the Association to maintain, repair, or replace.** For example, fences, enclosures, or similar features added by prior Owners remain the responsibility of the current Owner unless expressly accepted by the Association in writing.

Future buyers shall have no legal recourse against the Association related to the existence, approval status, or maintenance responsibility for any such modifications.







## II.2-600: Insurance Responsibilities

The Association shall not be responsible for insuring or compensating for damage to any **modifications or improvements** made by Unit Owners to Limited Common Areas or to portions of their Units, including but not limited to flooring, patios, fuel tanks, awnings, or remodeled interior features.

Unit Owners must ensure that any additions or modifications to Limited Common Areas comply with applicable insurance requirements and do not interfere with the Association's policies.

***Unit Owners should be aware that the Association's master insurance policy may include a deductible, which may be assessed against the Unit Owner in certain situations. Owners are encouraged to confirm that their individual insurance policies cover this deductible amount.***

### II.2-601: Chimney Inspection and Maintenance

Each Unit Owner whose Unit includes a chimney or flue shall be solely responsible for its maintenance, safe operation, and compliance with all applicable laws and insurance requirements. The Board may adopt rules requiring annual chimney inspections and submission of proof thereof. The Board shall have the authority to impose reasonable deadlines, penalties for noncompliance, and, if necessary, arrange for inspections or repairs at the expense of the Unit Owner.

If required by the Association's insurance carrier or applicable law, the use of any fireplace or chimney may be suspended until compliance is confirmed. The Association shall not be liable for any damage, injury, or loss arising from the failure of a Unit Owner to properly inspect, maintain, or use any chimney, flue, or fireplace.



## **II.2-700: Withdrawal of Board Consent**

Any consent, approval, or exception granted by the Board under Article II.2 may be withdrawn at any time upon written notice if the Board determines, in its reasonable discretion, that such withdrawal is necessary to protect the best interests of the Condominium, maintain safety, aesthetics, structural integrity, or compliance with the Declaration, Bylaws, Residency Rules & Regulations, or applicable law.

Upon receipt of written notice, the Unit Owner shall promptly remove or restore the modification or cease the use subject to such withdrawn consent.

## **Article II.3: Units**

### **II.3-100: Unit Boundaries**

The Unit numbers and dimensions are depicted in the Site Plan and Floor Plans recorded at the Grafton County Registry of Deeds referenced in **Exhibit C** (*"As Built" Site Plan and Floor Plans*). Each Unit consists of an interior space defined by horizontal and vertical boundaries as follows, in accordance with [RSA 356-B:20](#) and [356-B:16](#).

#### **II.3-101: Horizontal Boundaries**

The Unit extends from the interior face of the lowest structural floor slab (or subfloor, if no slab exists) to the interior face of the uppermost ceiling surface, excluding any structural or unfinished space below.

#### **II.3-102: Vertical Boundaries**

The Unit includes the interior surfaces of perimeter walls, extending inward from the unfinished face of studs or masonry. The exterior faces of doors, windows, and garage doors are excluded.

#### **II.3-103: Garage Boundaries**

If a Unit includes a garage, the garage is considered part of the Unit.

#### **II.3-104: Doors, Windows, and Garage Doors**

Unit Owners shall be responsible for the repair and replacement of all doors, windows, and garage doors within



their Unit boundaries, including associated glass, frames, screens, and hardware, as described in Article IV.1-101.

The Association shall be responsible for the **painting, care, and routine exterior maintenance** of these components—limited to exterior trim and surfaces—to preserve architectural uniformity.

All replacements must conform to Association standards for appearance and quality and shall require **prior written approval** by the Board.

#### ***II.3-105: Encroachments Between Units and Common Areas***

Minor encroachments resulting from construction, reconstruction, repair, renovation, shifting, or settlement shall not affect the rights or obligations of Unit Owners or the Association. Valid easements shall exist for such encroachments between Units or between Units and the Common Area, provided the encroachment was not caused by the willful or intentional misconduct of a Unit Owner, their tenants, guests, or contractors.

#### ***II.3-106: Attics***

Attics located above a Unit shall **not** be considered part of the Unit unless expressly stated in the Condominium Plan or assigned as Limited Common Area.

**Commented [RF4]:** Added based on confusion about the issue.



#### ***II.3-200: Unit Ownership Responsibilities***

Each Unit Owner shall have exclusive ownership, possession, and use of their Unit and garage (if any), subject to the provisions of this *Declaration*. Fixtures, appliances, and systems exclusively serving the Unit are part of the Unit. However, any pipes, conduits, ducts, or utility infrastructure located within a Unit's boundaries but serving multiple Units are considered part of the Common Area (see *Article II.1-203*).

Unit ownership includes:

- The airspace and physical components within the Unit boundaries as defined in *Article II.3-100*;
- Interior, non-load-bearing walls and partitions wholly within the Unit;
- Finished interior surfaces of perimeter walls, floors, and ceilings (e.g., paint, wallpaper, flooring);

- Outdoor hose bibbs (sillcocks), clothes dryer vents, and other mechanical systems serving a specific Unit
- Fixtures, appliances, and systems exclusively serving the Unit; and
- Doors, windows, and garage doors, excluding their exterior surfaces.



### **II.3-300: Legal Consequences of Unit Boundaries**

The boundaries and ownership of the Units as defined above are subject to the rights, duties, and restrictions detailed herein, including Common Areas, Limited Common Areas, and Maintenance Responsibilities.



## **Article II.4: Allocation Percentage Interests / Unit Values**

### **II.4-100: Basis of Allocation**

Each Unit in the Condominium has been assigned an undivided Percentage Interest in the Common Area based on the Unit's relative Value, as required by [RSA 356-B:17](#).

### **II.4-200: Methodology for Determining Relative Value**

The relative **Value** of each Unit was determined by the Declarant based on factors such as square footage, design, number of stories, interior layout, and construction style. In general, larger Units were assigned a higher Value than smaller Units. Single-story ("ranch-style") Units of equivalent size may have been assigned a higher Value than multi-story or townhouse-style Units due to accessibility or design preference.

These allocations are administrative in nature and are intended solely for the purpose of determining ownership interests, voting rights, and Common Expense liabilities. They do not reflect appraised, assessed, or market value.

### **II.4-300: Use of Unit Values**

The Unit Values reflected in **Exhibit B** (*Allocation of Percentage of Undivided Interest*) shall serve as the basis for:



- The allocation of Common Expenses; and
- Any other proportional rights, obligations, or distributions as defined in this *Declaration* or the *Bylaws*.



## **Article II.5: Technological Infrastructure**

### **II.5-100: Board Authority over Technological Infrastructure**

The Board shall have the authority to regulate, approve, and improve telecommunications, energy, and technology infrastructure within the Common Areas. This includes establishing policies related to design, aesthetics, safety, functionality, and compatibility with existing systems. The Board may adopt reasonable rules governing the installation or modification of telecommunications and technology equipment by Unit Owners, subject to applicable federal, state, and local laws, including FCC regulations and evolving energy standards.



### **II.5-200: Responsibility for Communication Infrastructure**

The Association shall maintain and repair telecommunications and technology infrastructure located in the Common Areas, including:

- Broadband internet, cable pathways, and shared wireless or cellular systems;
- Satellite dish mounting areas, subject to the Over-the-Air Reception Devices (OTARD) Rule (47 C.F.R. § 1.4000); and
- Any other Association-owned technology systems.

The Association is not responsible for systems, devices, or wiring owned by a service provider or serving only an individual Unit. Unit Owners are responsible for maintaining interior wiring, private equipment, and systems serving only their Unit.



### **II.5-300: Security Cameras in Common Areas**

The Association may install security cameras in Common Areas for safety and property protection. Installations shall comply with applicable privacy laws and Board-adopted policies.

Security cameras installed by individual Unit Owners in Limited Common Areas are addressed separately in the Limited Common Areas Article (II.2-402) and related rules.

### **II.5-400: Technological Advancements**

The Board shall have the authority to regulate, approve, or contract for emerging technologies and infrastructure, including but not limited to:

- 5G small cell installations, fiber-optic upgrades, and broadband enhancements;
- Satellite-based broadband services, subject to applicable law;
- Smart home, IoT-enabled, and integrated security systems;
- Energy advancements such as Electric Vehicle (EV) charging infrastructure; and
- Any future technology that supports community operations, provided such regulation does not conflict with applicable law.



### **II.5-500: Electric Vehicle Charging Stations**

Unit Owners may install electric vehicle (EV) charging stations for their exclusive use within their assigned Limited Common Areas or designated parking spaces, subject to reasonable conditions imposed by the Board to protect safety, aesthetics, and infrastructure integrity.

The Board may adopt rules addressing:

- Approval procedures for installation;
- Location, design, and appearance standards;
- Lighting, noise, and signage restrictions;
- Insurance, maintenance, and repair responsibilities; and



- Removal and restoration requirements upon Unit sale, lease, or transfer.

No EV charging station shall be installed without prior written approval of the Board, which shall not be unreasonably withheld or delayed, consistent with applicable law.

~~The Board may also regulate shared or Association-owned charging systems if developed for multiple Units.~~

In addition, the Board may regulate shared or Association-owned EV charging systems, including any stations installed in Common Areas for the use of multiple Units or guests. This authority includes the power to establish usage rules, fees or cost-sharing arrangements, access limitations, Unit Owner insurance and indemnification of the Association, maintenance protocols, and vendor agreements, as may be necessary to support equitable and efficient shared use.

This section is intended to accommodate both individual and shared EV infrastructure as technology and community needs evolve.

**Commented [RF5]:** In response to “why would this ever happen,” I was trying to anticipate future needs and have a policy ready.

## **II.5-600: Compliance with Laws and Industry Standards**

All telecommunications, energy, and technology installations shall comply with applicable federal, state, and local laws, including but not limited to the OTARD Rule (47 C.F.R. § 1.4000), FCC regulations, and local ordinances.

The Board may adopt reasonable rules to ensure that infrastructure improvements remain compatible with evolving industry best practices.



## **Article II.6: Easements**

### **II.6-100: General Easements**

The Condominium is subject to perpetual easements for utilities and essential infrastructure, including but not limited to water, electricity, fiber-optic internet, storm drainage, and evolving technological infrastructure—such as next-generation telecommunications, renewable energy systems, or other essential services as determined by the Board.

These easements exist as necessary to serve the Condominium and ensure its continued operation. All utility infrastructure located within the Common Areas is subject to these easements.

The Association shall have the right to enter Common Areas, Limited Common Areas, and Units as necessary to install, maintain, repair, or replace utility infrastructure, provided that affected Unit Owners receive reasonable notice for routine maintenance. Emergency work may proceed without prior notice if necessary to prevent immediate harm to persons or property. In such cases, the Association shall notify affected Owners as soon as practicable and provide a written report summarizing the nature of the emergency work performed.

If easement-related work significantly impacts a Unit Owner's exclusive-use area, the Association shall restore the affected area to a comparable condition after the work is completed. The Board may, at its discretion, consider compensation for loss of use where such work substantially and unreasonably interferes with a Unit Owner's exclusive use area for an extended period.

#### **II.6-200: Ingress & Egress Easements**

Unit Owners shall have non-exclusive ingress and egress easements over driveways, pathways, and other designated access areas to ensure reasonable access to their Units. These easements shall be subject to reasonable rules and regulations established by the Board for safety and maintenance and shall not be construed to permit parking in non-designated areas or otherwise interfere with established Common Area use restrictions.

No Unit Owner shall obstruct, interfere with, or encroach upon any existing easement or impede the Association's ability to access or maintain infrastructure.

#### **II.6-300: Modification & Governance of Easements**

The Association retains the right to grant, relocate, or modify easements as necessary for infrastructure improvements, provided that any new or relocated easement does not unreasonably interfere with Unit Owner rights, and that affected Unit Owners receive reasonable notice before easements affecting Limited Common Areas or exclusive-use areas are modified.

The Association shall not be responsible for damage caused by third-party utility providers conducting work under an easement, except in cases where such damage results from the Association's





negligence. If a third-party provider causes damage and is unwilling to cover the cost of repairs, the Association may pursue reimbursement through available legal remedies but shall not assume financial responsibility for third-party actions.

## **II.6-400: Easements Over Common Areas**

### ***II.6-401: Board Easement Rights Over Common Areas***

The Association retains an easement over all Common Areas and Limited Common Areas for the following purposes:

- Maintenance, repair, and improvements necessary for the upkeep of the Condominium;
- Utility access and service connections for telecommunications, electricity, gas, water, and sewer; and
- Emergency access by the Association or emergency responders as necessary to protect persons or property.

### ***II.6-402: Costs of Easement-Related Work***

The Association shall be responsible for all costs associated with maintenance, repair, or modification work conducted pursuant to its easement rights over Common Areas and Limited Common Areas.

Any additional costs resulting from a Unit Owner's individual request—such as relocating a utility line or modifying access for personal convenience—shall be charged to that Owner as a Specific Assessment.

## **II.6-500: Prior Recorded Deeds Easements/Restrictions**

Certain easements, restrictions, and rights-of-way were created prior to the establishment of this Condominium and remain binding upon the submitted land. These include:

- A **Protective Green Area** restricting development between Oak Hill Road and the land formerly of Bennett and Marsden, as depicted on the Site Plan and described in the 1985 deed from Richard and Judith Dearborn to Krypton Corporation, recorded at the Grafton County Registry of Deeds, Book 1937, Page 281;
- A **right-of-way for ingress and egress over Oak Hill Road** from Mount Prospect Road to Lot 1, the parcel that became Highland Colony; and

- **Utility easements** granted to Public Service Company of New Hampshire and New Hampshire Electric Co., recorded at various locations in the Grafton County Registry of Deeds and specifically at B:1556 P:607 (**Exhibit J**).

These prior recorded rights are incorporated by reference and remain enforceable as part of the Condominium's governance and property structure. Where relevant, they are reflected in the Site Plan **Exhibit C** (*"As Built" Site Plan and Floor Plans*) and shall guide interpretation of Common Area use and restrictions.

## **II.6-600: Access Easement Over Adjacent Currier Land**

The Condominium is subject to a permanent, fifty-foot-wide access easement (**Exhibit G**, "Easements for Currier Land") granted to the Declarant by:

- Lynn A. Currier, Michael D. Currier, and Steven D. Currier, by deed recorded at Grafton County Registry of Deeds, Book 1937, Page 287 (April 3, 1985); and
- Lloyd W. Hawkenson, Executor of the Estate of Francis F. Currier, by fiduciary deed recorded at Book 1937, Page 290 (April 3, 1985).

The easement is shown on the Site Plan recorded as part of this Declaration **Exhibit C** (*"As Built" Site Plan and Floor Plans*) and provides ingress and egress to and from the Condominium over adjacent property formerly owned by the Currier family.

This easement runs with the land and remains enforceable by the Association. The Currier grantors and their successors reserved a reciprocal right to use the same easement area for access to their retained land. All use and maintenance of the easement area shall comply with applicable laws and any terms of the recorded deeds, as incorporated herein by reference.

**However, since the Town of Holderness has assumed ownership and maintenance of Currier Field Road as a public way, the practical need for this easement has become moot.**

The recorded easement remains on file and may still be enforceable under certain circumstances. The Association retains the right to enforce the easement if necessary, and use of the easement area shall remain subject to applicable laws and the terms of the recorded deeds.



Nothing in this section shall be construed to waive or limit any ownership interest in the easement area that may have been acquired by the Declarant or the Association. *If such ownership interest exists*, it shall supplement and not diminish the rights described herein.

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## III: Financial Policies

**Part III** of the Highland Colony Declaration addresses the financial and risk management framework necessary to support the Condominium's continued operation, protection, and legal integrity. These provisions ensure that essential funding mechanisms are in place, insurance responsibilities are clearly assigned, and procedures for dealing with damage, destruction, and termination are transparent and legally sound.

**Article III.1** outlines the system of **Assessments**, including regular and Special Assessments, and affirms every Unit Owner's legal obligation to contribute to the Association's budget. It explains how costs are allocated based on ownership percentage, details the Board's authority to act in urgent financial situations, and establishes lien rights, late fees, and enforcement procedures for nonpayment. This section ensures fiscal stability and legal recourse to protect the Association's solvency.

**Article III.2** governs the **Reserve Fund**, which protects the community from unexpected Capital Expenditures. It includes funding requirements, permitted uses, emergency protocols, and long-term planning responsibilities for the Board. The article encourages responsible financial stewardship while minimizing the need for disruptive Special Assessments.

**Article III.3** details the Association's **Insurance responsibilities**, including required policies under RSA 356-B. It covers master casualty and liability policies, Directors and Officers insurance, fidelity bonding, and risk-specific coverages. It also outlines the procedures for allocating deductibles, requiring HO-6 policies, and managing tenant insurance for leased Units. By clarifying who is responsible for insuring various portions

of the property, this article helps prevent costly misunderstandings and coverage gaps.

**Article III.4** addresses what happens in the event of **damage or destruction**. It provides procedures for repair, rebuilding, cost allocation, and termination following catastrophic loss. The section empowers Unit Owners to vote on rebuilding versus sale, with rules for insurance proceeds, lien handling, and how property rights are converted after termination.

**Article III.5** establishes the **process for voluntary termination** of the Condominium, separate from disaster-based termination. It includes ownership thresholds for approval, handling of Liens, and Board duties during the winding-down phase. It ensures that even under rare circumstances, the Association's rights and obligations are clearly managed through a lawful and fair process.

**Article III.6** outlines the **rights of First Mortgagees**, reinforcing compliance with RSA 356-B and national lending requirements. It specifies when mortgagee approval is required, prioritizes their interests in insurance proceeds, and affirms that routine administrative changes do not impair lender protections. This ensures that Highland Colony remains in good standing with institutional mortgage lenders and retains marketability.

Taken together, Part III provides the financial, legal, and risk management backbone for Highland Colony. It ensures that the Association can operate effectively, respond to emergencies, enforce payment responsibilities, and protect both the community and property interests.

## Article III.1: Assessments and Payments

### III.1-100: Purpose

The Association shall have the authority to levy Assessments in accordance with this Declaration and RSA 356-B:45. Assessments for Common Expenses shall fund the operation, maintenance, and improvement of the Condominium, promoting the common benefit and enjoyment of all Unit Owners.

Assessments may be increased annually to reflect inflation, changes in operating costs, increased maintenance needs, or to ensure adequate funding of the Reserve Fund, as determined by the Board in its reasonable discretion.

### III.1-200: Assessment Allocation

Each Unit Owner's share of Common Expenses shall be allocated in proportion to their Percentage Interest in the Common Elements, as set forth in **Exhibit B** (Allocation of Percentage of Undivided Interest) to this Declaration, and recorded with the Grafton County Registry of Deeds, in accordance with [RSA 356-B:45](#).

### III.1-300: Special Assessments

The Board of Directors may impose Special Assessments, provided such Assessments are reasonable and necessary for the operation, maintenance, repair, replacement, or improvement of the Condominium. Special Assessments may be adopted as additions to the existing annual budget, following notice and procedures set forth in the Bylaws.

#### ***III.1-301 Board Authority to Impose Special Assessments***

If a Special Assessment is necessary to comply with legal requirements, address an urgent financial shortfall, or prevent a material risk to property or personal safety, and the Unit Owners fail to approve or disapprove the Assessment in accordance with the procedures set forth in this Declaration or the Bylaws, the Board of Directors may impose the Assessment by majority vote of the Directors, provided that all of the following conditions are met:

- The Assessment is necessary to preserve the structural or operational integrity or financial solvency of the Association;

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- The Board provides written notice to all Unit Owners, including a clear explanation of the necessity of the Assessment and the potential consequences of failing to adopt it;
- The Assessment is consistent with the Association's governing documents and RSA 356-B:40; and
- If the Special Assessment exceeds 5% of the Association's annual operating budget, the Board shall provide written notice of the Assessment to all known holders of first mortgages on Units, to the extent such notice is required by this Declaration, the Bylaws, or applicable lending guidelines.

### **III.1-400: Obligation to Pay**

Each Unit Owner, by accepting a deed to a Unit, agrees to pay all Assessments and charges levied by the Association, including but not limited to:

- Regular Common Expense Assessments;
- Special Assessments; and
- Any reasonable fines imposed in accordance with this Declaration and the Bylaws.

All such obligations shall run with title to the Unit.

### **III.1-401: Non-Exemption from Payment Obligations**

No Unit Owner shall be entitled to withhold payment of any Assessment or exempt themselves from liability for any reason, including, but not limited to:

- Non-use of the Common Areas or facilities;
- Dissatisfaction with the Association's performance of its duties; or
- Inconvenience, disruption, or hardship resulting from the Association's maintenance or operations.

This obligation is absolute and enforceable pursuant to [RSA 356-B:46](#).

### III.1-500: Payment Due Dates

Assessments shall be due on the dates set forth in the Bylaws or, if permitted therein, on such dates as may be established by Board resolution.

#### *III.1-501 Payment Terms for Special Assessments*

The Board may, in its discretion, authorize installment payment plans for Special Assessments and shall have the authority to establish or amend the terms of such plans, including any applicable late fees and collection procedures, by resolution.

### III.1-600: Lien Rights & Enforcement

1. **Automatic Lien** – In accordance with [RSA 356-B:46](#), any unpaid Assessments shall automatically constitute a continuing Lien on the Unit. A memorandum of Lien may be recorded in the Grafton County Registry of Deeds. Such memorandum shall be indexed in the general index to deeds and identified as a Lien for condominium Assessments.
2. **Foreclosure Authority** – The Lien may be foreclosed in the manner provided for a mortgage under power of sale, as set forth in [RSA 479:25](#) and authorized by [RSA 356-B:46](#).
3. **Legal Action** – The Association may also bring legal action to recover a personal judgment against any delinquent Unit Owner, regardless of whether foreclosure proceedings are pursued.
4. **Non-Waiver of Lien** – The pursuit of a personal judgment shall not waive or impair the Association's Lien rights, and foreclosure may proceed independently of any such judgment.

### III.1-700: Fees, Interest, and Collection

The Board is authorized to establish and enforce reasonable late fees and interest for any Assessment or other charge not paid when due. Interest may accrue on unpaid balances at a rate established by the Board, provided that such rate shall not exceed **[12% per annum]** or the **maximum rate permitted by law**, whichever is lower. All such amounts, including late fees, interest, and collection costs, shall constitute a Lien against the Unit and shall be collectible in the same manner as Assessments.





The Board may waive late fees or interest for good cause, such as documented medical emergencies or clerical errors, but is under no obligation to do so.

### **III.1-800: Delinquency and Enforcement Procedures**

Any Assessment or other charge not paid in full within thirty (30) Days after the scheduled due date shall be deemed delinquent. The Board may, by resolution, establish a grace period applicable to some or all Assessments.

#### ***III.1-801: Notification***

Prior to initiating legal action or foreclosure proceedings, the Association shall provide the delinquent Unit Owner with written notice specifying the total amount due, including any unpaid Assessments, accrued interest, late fees, and other charges. The notice shall also describe any available options for curing the delinquency, as determined by Board policy or resolution.

#### ***III.1-802: Enforcement of Delinquent Assessments***

If the delinquency is not resolved within the period specified in the notice issued under Section III.1-801, the Association may initiate legal action to recover unpaid amounts. Remedies may include filing a lawsuit or foreclosing the Lien in accordance with RSA 356-B:46. All reasonable costs incurred in the collection of delinquent Assessments—including, but not limited to, attorney's fees, court costs, and collection agency fees—shall be charged to the delinquent Unit Owner, added to the outstanding balance, and secured by the Lien.

The Association may delegate collection functions to a Managing Agent or third-party collection agency, subject to Board oversight. **The timing and conditions for initiating legal action shall follow the procedures set forth in the Bylaws or any Board-adopted Collections Policy**, to ensure consistent, equitable, and proportionate enforcement.

### **III.1-900: Collections Policy**

The Board may adopt and periodically update a written Collections Policy governing the timing, procedures, and remedies available to the Association in the event of delinquent Assessments. Such a

policy may include grace periods, notification standards, payment plan criteria, waiver guidelines, and internal procedures. Any policy adopted shall be consistent with this Declaration and applicable law.



## Article III.2: Reserve Fund

### III.2-100: Establishment and Purpose

The Association shall maintain a Reserve Fund, separate from the operating account, to provide for the repair, replacement, and major maintenance of Common Elements. The Reserve Fund shall support the long-term financial stability of the Condominium and reduce reliance on Special Assessments.

### III.2-200: Reserve Fund Contributions and Oversight

- **Funding Mechanism** – Regular Assessments shall contribute to The Reserve Fund as determined by the Board, and in accordance with [RSA 356-B:40-c](#).
- **Periodic Review** – The Board shall periodically review the adequacy of the Reserve Fund, including conducting reserve studies or other analyses as necessary to assess long-term capital needs.
- **Financial Strategies** – The Board may adopt financial strategies, including phased or targeted funding plans, to maintain adequate Reserve levels and avoid or minimize future Special Assessments.

### III.2-300: Reserve Fund Use and Disbursement

The Board shall manage all Reserve Fund expenditures in accordance with sound financial practices, as further outlined below.

- **Authorized Uses** – Reserve Funds shall be used exclusively for Capital Expenditures, major repairs, and replacement of Common Elements, as determined by the Board.
- **Prohibited Uses** – Reserve Funds shall not be used for routine maintenance or day-to-day operating expenses.



- **Emergency Expenditures** – In the event of an urgent repair or condition requiring immediate action to protect property or safety, the Board may vote to authorize use of Reserve Funds without prior notice to Unit Owners. Reasonable notice shall be provided as soon as practicable following disbursement.
- **Non-Emergency Expenditures** – For any planned expenditure of Reserve Funds exceeding ten percent (10%) of the Association's current annual budget, the Board shall provide written notice to all Unit Owners reasonably in advance of disbursement. The notice shall describe the nature and estimated cost of the proposed expenditure. The Board may, but is not required to, solicit Owner feedback or schedule a meeting for discussion. Final authority to approve or deny such expenditures shall remain with the Board.

### III.2-400: Financial Management

- **Accounting Practices** – All Reserve Fund transactions shall be separately accounted for and reported independently of the Association's operating account.
- **Reporting** – The Board shall provide a summary of the Reserve Fund status at each Annual Meeting and quarterly Board meeting.
- **Investment Policy** – The Board may adopt a written Reserve Fund Investment Policy, consistent with applicable law, to guide the prudent management of Reserve assets with priority given to capital preservation, liquidity, and reasonable returns.



## Article III.3: Insurance

### III.3-100: Master Policy and Required Coverages

The Board of Directors shall obtain and maintain the following insurance coverages, as required by RSA 356-B:43 and this Declaration:

- **Master Casualty Policy** – A master casualty policy providing fire and extended coverage in an amount equal to the full Replacement Value of the structures within the Condominium, or of such structures that, in whole or in part, comprise portions of the Common Areas.

- **Master Liability Policy** – A master liability policy in an amount determined by the Board, consistent with industry standards and sufficient to reasonably protect the Association, the Board of Directors, the Managing Agent, all persons acting or who may act as agents or employees of any of the foregoing, and all Unit Owners and other persons entitled to occupy any Unit or portion of the Condominium.
- **Other Required Policies** – Such other insurance as may be required by this Declaration or the Bylaws, including, without limitation, workers' compensation insurance, liability coverage for vehicles owned by the Association, and policies covering land or improvements in which the Association holds or shares an ownership interest or other legal rights.,

### **III.3-200: Fire, Property, and Casualty Insurance**

The Board shall obtain and maintain fire and extended casualty insurance, which shall include coverage for fire, smoke damage, vandalism, malicious mischief, water damage from plumbing systems, sewer backup, equipment breakdown, debris removal, and ordinance or law endorsements.

**Certain types of coverage, such as sewer backup, equipment breakdown, and ordinance or law compliance, may require separate endorsements or riders, which the Board shall obtain if reasonably available on commercially reasonable terms.**

The policy shall insure all Condominium buildings, including interior building components typically deemed part of the insured structure, such as heating and service equipment, interior walls (e.g., drywall and framing), finished surfaces (e.g., flooring, paint, and wall coverings), and permanently installed cabinetry (such as built-in kitchen and bathroom cabinets).

The Board shall secure coverage on a full replacement cost basis, without deduction for depreciation, and shall consider guaranteed replacement cost coverage if available.

### **III.3-300: Liability and Risk Management Coverage**

The Board shall maintain public liability insurance covering the Association, members of the Board, the Managing Agent (if any), management personnel, agents, employees, and occupants of the



Condominium. The coverage shall include, but not be limited to, the following provisions:

- **Appropriate Coverage Limits** – Liability limits shall be established by the Board in consultation with insurance professionals and shall reflect prevailing industry standards and applicable risk factors.
- **Cross-Liability Coverage** – The policy shall include a cross-liability clause providing coverage for claims made by one insured party against another.
- **Umbrella or Excess Liability** – The Board may obtain umbrella or excess liability insurance for additional protection beyond primary policy limits.
- **Exclusions** – The Association’s liability policy shall not cover individual Unit Owners for personal liability or negligence occurring within a Unit or any area designated for Exclusive Use.

### **III.3-400: Directors and Officers Liability (D&O) Insurance**

The Board shall obtain and maintain Directors and Officers (D&O) liability insurance to protect current and former Directors, Officers, and committee members against claims arising from decisions made in the course of their official duties. Such coverage shall include defense costs and indemnity for acts or omissions committed in good faith within the scope of their authority.

### **III.3-500: Fidelity Insurance and Protection against Financial Crimes**

The Board shall obtain and maintain fidelity bond coverage to protect against fraudulent acts, theft, or other dishonest conduct involving Association funds, as required by [RSA 356-B:43](#). Such coverage shall include Board members, Officers, employees, and any Managing Agent or other persons with access to Association funds.

### **III.3-600: Responsibility for Master Policy Deductibles**

When a covered loss occurs under the Association’s master insurance policy and a deductible applies, responsibility for the deductible shall be allocated as follows:

- **Default Allocation** – The cost of the deductible shall be allocated pro rata among all affected Unit Owners based on their respective Percentage Interests, unless the Board determines that an alternative allocation is appropriate due

to factors such as negligence, benefit received, or disproportionate damage.

- **Owner Responsibility** – Each Unit Owner is responsible for paying their allocated share of the deductible. Failure to maintain personal insurance sufficient to cover this amount shall not relieve the Owner of liability.
- **Payment Procedure** – The Association shall notify affected Owners in writing of their share of the deductible. Payment shall be due within thirty (30) Days of notice, or as otherwise stated in the invoice. The Board may allow the assignment of insurance proceeds or deduct the amount from proceeds payable to the Owner.
- **Insurance Reimbursement** – Unit Owners are encouraged to seek reimbursement from their personal insurance carriers, subject to the terms of their individual policies

#### ***III.3-601: Enforcement of Unpaid Deductible Contributions***

Any portion of the master policy deductible allocated to a Unit Owner and not paid within the specified timeframe shall be treated as an unpaid Assessment. The Association may collect such amounts in accordance with RSA 356-B:45 and RSA 356-B:46, including the right to place a Lien on the Unit, charge interest, and pursue legal action or foreclosure remedies.

#### **III.3-700: Unit Owner Insurance Responsibilities**

Each Unit Owner shall obtain and maintain a condominium insurance policy (commonly known as an HO-6 policy) with coverage appropriate to the Unit's characteristics and value. Recommended coverage includes, but is not limited to:

- **Personal Property** – Contents within the Unit and any assigned Limited Common Areas;
- **Interior Upgrades** – Permanent improvements or upgrades made by the Owner;
- **Loss of Use** – Temporary relocation costs if the Unit becomes uninhabitable;
- **Personal Liability** – Coverage for bodily injury or property damage occurring in or caused by the Unit;



- **Loss Assessment** – To cover special assessments imposed for covered losses; and
- **Master Policy Deductible** – Coverage for the Unit Owner's share of the Association's master policy deductible.

**Important Notice Regarding Master Policy Deductible:**

Each Unit Owner shall be responsible for paying any portion of the Association's master insurance policy deductible that is attributable to damage originating within their Unit or affecting their Limited Common Areas, regardless of whether the Owner maintains separate insurance. ***Owners are strongly encouraged to ensure that their HO-6 policy includes sufficient coverage to pay for the full deductible amount.*** The Association shall have no obligation to subsidize or waive an Owner's share of the master policy deductible.

Failure to obtain sufficient insurance shall not relieve any Owner of their obligations under this Declaration. The Association shall not be liable for uncovered losses resulting from an Owner's failure to maintain adequate personal insurance.

### **III.3-800: Tenant Insurance Requirements**

The Board may require Unit Owners who lease their Units to obtain and provide proof of renters insurance maintained by their tenants, as a condition of lease approval. If required, such renter's insurance should include coverage for personal Liability, Property Damage, and Loss of Use.

Compliance with any renter's insurance requirement shall be the responsibility of the Unit Owner. Failure to comply may be addressed through Board policy and enforcement action.

### **III.3-900: Workers' Compensation Insurance**

The Association shall obtain and maintain Workers' Compensation Insurance as required by law for any employees it hires directly. If the Association engages a Managing Agent or contracts with third-party service providers, it shall require such entities to provide proof of Workers' Compensation coverage in compliance with applicable law.

### **III.3-1000: Insurance Policy Conditions and Waivers**

The Board shall make every reasonable effort to ensure that all insurance policies obtained under this Article include the following provisions:

- **Waiver of Subrogation**— Each policy shall include a Waiver of Subrogation by the insurer for claims against the Association, its Officers, Directors, employees, Unit Owners, and resident family members, except in cases involving arson, fraud, or willful misconduct.
- **Notice of Cancellation or Modification** – The Association shall request that each insurer provide no less than ten (10) Days’ written notice to the Association prior to any cancellation, non-renewal, or material modification of coverage. The Board shall make reasonable efforts to ensure that such notice provisions are included in insurance contracts or certificates of insurance issued to the Association.
- **Non-Contributory Clause** – Insurance maintained by the Association shall be considered primary and non-contributory with respect to any insurance carried by Unit Owners or their mortgagees. The policy does not seek contribution from other policies until its own limits are exhausted. Individual Unit Owner policies shall not offset or reduce coverage available under the Association’s policy.

### III.3-1100: Insurance for Interior Improvements

Unit Owners are solely responsible for insuring any upgrades, alterations, or improvements made to the interior of their Unit. Owners are encouraged to consult their HO-6 insurance provider to confirm appropriate coverage for such improvements, which may exceed standard policy limits or exclusions under the Association’s master policy.

### III.3-1200: Authority to Modify Insurance Requirements

The Board may, in consultation with licensed insurance professionals, modify coverage requirements and limits to adapt to changes in law, risk profile, or market availability, provided such modifications remain consistent with this Declaration and applicable law. **The Board shall provide timely written notice to all Unit Owners of any material change in coverage, deductibles, or insurance responsibilities affecting Owners or Units..**







## **Article III.4: Damage or Destruction**

### **III.4-100: Repair and Restoration Procedures**

In the event of damage or destruction to any part of the Condominium, the Board shall arrange for prompt repair and restoration to substantially the same condition as existed prior to the damage and to the extent reasonably possible using available insurance proceeds. Any costs exceeding insurance proceeds shall be assessed to Unit Owners as a Common Expense.

Insurance proceeds in excess of restoration costs may be added to the Association's Reserve Fund or distributed to the Unit Owners in proportion to their Percentage Interests, as determined by the Board in its discretion.

Decisions to terminate the Condominium following damage or destruction shall be governed by Section III.4-400.

### **III.4-200: Owner Responsibility for Repair Costs Beyond Insurance**

Each Unit Owner shall be responsible for the cost of repairs within their Unit to the extent such costs exceed available insurance proceeds unless the Board determines otherwise.

### **III.4-300: Owner Responsibility for Limited Common Element Repairs**

If the Association undertakes repairs to Limited Common Elements serving a specific Unit in order to make the Unit habitable or to protect the interests of adjoining Units, and such repairs are not otherwise the Association's financial responsibility under this Declaration, the cost of repair may be assessed to the affected Unit Owner. Any unpaid amount shall be collectible as a Lien against the Unit in accordance with RSA 356-B:46.

### **III.4-400: Termination and Sale Following Damage**

~~If the Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of its total Replacement Value, and sixty-seven percent (67%) of the Unit Owners vote not to repair or rebuild, the Board shall execute and record a Termination Agreement at the Grafton County Registry of Deeds. (see RSA 356-B:34-a)~~

~~The same procedure applies if the damage is less extensive and sixty-seven percent (67%) of the Unit Owners nevertheless vote to~~

terminate the Condominium and sell the property in its damaged condition.

Upon such recording, the Condominium shall be deemed terminated and removed from the provisions of RSA 356-B:34-a. Title to the entire property shall be held by the Unit Owners as Tenants in Common in proportion to their respective undivided interests, as set forth in Schedule A (see Exhibit B). Any Liens that existed against individual Units shall attach to each Owner's share of the undivided property in the same priority as existed before termination.

The Board may execute all instruments necessary to effect the sale of the property. Proceeds from any sale, together with available insurance funds, shall be applied first to satisfy the Association's outstanding debts and any Liens on individual Units, in order of legal priority. The remaining balance shall be distributed to Unit Owners in proportion to their undivided interests.

Any insurance proceeds remaining after the payment of restoration costs or Association liabilities shall be included in the funds available for distribution to Unit Owners in accordance with their Undivided Interests.

If the Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of its total Replacement Value, and **eighty percent (80%)** of the Unit Owners vote not to repair or rebuild, the Board shall execute and record a Termination Agreement at the Grafton County Registry of Deeds. (See RSA 356-B:34, I.)

The same procedure applies if the damage is less extensive and **eighty percent (80%)** of the Unit Owners nevertheless vote to terminate the Condominium and sell the property in its damaged condition.

Upon such recording, the Condominium shall be deemed terminated and removed from the provisions of RSA 356-B. Title to the entire property shall be held by the Unit Owners as **Tenants in Common** in proportion to their respective Undivided Interests, as set forth in Schedule A (see Exhibit B). Any Liens that existed against individual Units shall attach to each Owner's share of the undivided property in the same priority as existed before termination.

The Board may execute all instruments necessary to effect the sale of the property. Proceeds from any sale, together with available insurance funds, shall be applied first to satisfy the Association's outstanding debts and any Liens on individual Units, in order of

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legal priority. The remaining balance shall be distributed to Unit Owners in proportion to their Undivided Interests.

Any insurance proceeds remaining after the payment of restoration costs or Association liabilities shall be included in the funds available for distribution to Unit Owners in accordance with their Undivided Interests.



## **Article III.5: Termination of the Condominium**

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### **III.5-100: General Provisions**

The Condominium may be terminated only in compliance with RSA 356-B:34 through 36, this Declaration, and applicable law. Termination requires the affirmative vote of at least eighty percent (80%) of Unit Owners, by number and by percentage of undivided interest, unless a greater percentage is required by law, this Declaration, or lender agreements.

This Article does not apply to termination following damage or destruction, which is governed by Article III.4.

### **III.5-200: Effect of Termination**

~~Upon termination, title to the property shall be held by the Unit Owners as Tenants in Common in proportion to their Undivided Interests as set forth in Schedule A (see Exhibit B). Any Lien previously attached to a Unit shall attach to the corresponding Undivided Interest in the post-termination property, without expanding the lienholder's rights.~~

~~The Board shall record a Termination Agreement at the Grafton County Registry of Deeds to formalize the termination.~~

Upon termination, title to the entire property shall be held by the Unit Owners as Tenants in Common, in proportion to their Undivided Interests as set forth in Schedule A (see Exhibit B).

Any Lien previously attached to an individual Unit shall attach to the corresponding Undivided Interest in the post-termination property. Such attachment shall not expand the lienholder's rights beyond those existing prior to termination.

The Board shall record a Termination Agreement at the Grafton County Registry of Deeds to formalize the termination.

### **III.5-300: Sale and Distribution of Proceeds**

~~If the property is sold following termination, net proceeds and any insurance funds shall first be applied to satisfy Association obligations and any valid Liens or mortgages. The remaining balance shall be distributed among Unit Owners in proportion to their Undivided Interests.~~

If the property is sold following termination, net proceeds—after deduction of sale costs and administrative expenses—together with any insurance funds, shall first be applied to satisfy the Association’s outstanding obligations and any valid, perfected Liens or mortgages.

The remaining balance shall be distributed among Unit Owners in proportion to their Undivided Interests.

### **III.5-400: Board Authority During Termination**

The Board shall oversee the termination process, including legal filings, sale transactions, debt resolution, and distribution of assets.

The Board may continue to collect Assessments as needed to fulfill its duties until termination is complete, but such Assessments shall be limited to obligations incurred prior to the effective date of termination, **unless necessary to administer the termination process itself.**



## **Article III.6: Mortgagee Rights**

### **III.6-100: General Protections**

The rights of First Mortgagees holding recorded first-lien mortgages on Units shall be governed by applicable state and federal law, this Declaration, and the terms of their recorded mortgage agreements.



### **III.6-200: When Mortgagee Approval is Required**

Unless otherwise permitted by RSA 356-B, or unless a higher threshold is required by applicable mortgage agreements, the Association shall not:

- Terminate the Condominium, except as provided under RSA 356-B;
- Use insurance proceeds for purposes other than the repair, replacement, or reconstruction of the Condominium following damage or destruction.

In such cases, prior written approval of at least fifty-one percent (51%) of First Mortgagees may be required, in accordance with the requirements of applicable mortgage instruments, federal guidelines, or this Declaration.

### **III.6-300: Actions Not Requiring Mortgagee Approval**

Mortgagee approval shall not be required for:

- Amendments that do not materially impair a First Mortgagee's security interest;
- Routine budgeting, Assessment, or reserve funding decisions; or
- Maintenance, repair, or improvements to Common Areas that do not encumber individual Units or affect the priority of existing Liens.

### **III.6-400: Priority in Distributions**

In the event of damage, destruction, or condemnation, First Mortgagees shall have priority over Unit Owners in receiving insurance proceeds or condemnation awards to the extent provided by RSA 356-B and their mortgage instruments.

If the Condominium is not repaired or restored, any remaining proceeds shall be distributed according to mortgagee rights and undivided ownership interests after satisfaction of liens, taxes, and debts.

The Association shall comply with applicable FHA and VA requirements to preserve mortgage eligibility for Units encumbered by government-backed loans.



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## IV: Responsibilities, Access, and Leasing Controls

**Part IV** of the Highland Colony Declaration defines the responsibilities of Unit Owners and the Association with respect to property maintenance, physical access, construction oversight, and leasing. These provisions ensure that the community remains well-maintained, legally compliant, and residential in character—while also clarifying liability, rights of entry, and safeguards against short-term rentals or over-commercialization.

**Article IV.1** details the **maintenance responsibilities** for both Unit Owners and the Association. It distinguishes between interior elements, exterior structural features, mechanical systems, and shared utilities, assigning responsibility in accordance with RSA 356-B and the recorded Site Plan. Unit Owners are responsible for Limited Common Areas appurtenant to their Units, while the Association maintains Common Areas and structural components. This article ensures accountability and consistency while providing flexibility for Board-adopted maintenance standards.

**Article IV.2** grants the Association a **right of entry** to access Units and Limited Common Areas for inspections, emergency repairs, and enforcement of the governing documents. It balances the community's need for timely intervention with protections for privacy and due process. Procedures for non-emergency and emergency entry are clearly defined, and liability for resulting damage is assigned based on responsibility and cause.

**Article IV.3** outlines **insurance and contractor requirements** for Unit Owner construction and repairs. Owners must obtain Board approval and carry appropriate insurance when performing work that affects Common Areas, Limited Common Areas, or shared systems. The article empowers the Board to adopt flexible standards and clarify which types of work require oversight, helping prevent damage, liability, and disputes related to unsafe or unauthorized modifications.

**Article IV.4** regulates the **leasing of Units** to ensure that Highland Colony remains a primarily owner-occupied, residential community. It prohibits short-term rentals, sets a minimum lease term of ninety (90) Days, and limits the number of Units that may be leased at one time to thirty percent (30%). The article also imposes detailed reporting requirements, mandates renter's insurance, and allows temporary leasing exceptions for hardship situations such as military deployment, job relocation, or medical emergencies. These restrictions promote neighborhood stability, protect property values, and preserve the Condominium's residential character.

Taken together, the provisions in Part IV balance individual ownership rights with collective responsibilities. They ensure proper care of the property, establish enforceable leasing controls, and create processes to manage repairs and emergencies without compromising safety, fairness, or the legal rights of Unit Owners.

## Article IV.1: Maintenance Responsibilities

### IV.1-100: Building Component Maintenance

#### *IV.1-101: Unit Owner Responsibilities*

Each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of Unit components and Limited Common Area elements appurtenant to their Unit, in accordance with [RSA 356-B:41](#). Responsibilities include, but are not limited to:

- **Interior Elements:** Interior walls, partitions, ceilings, floors, and all interior finishes, including paint, wallpaper, flooring materials, and decorative treatments;
- **Fixtures & Mechanical Systems:** Appliances, electrical wiring, outdoor light fixtures controlled by the unit owner, plumbing fixtures, and heating, ventilation, clothes dryer vents, and sillcocks and bibbs, exclusively serving the Unit;
- **Doors, Windows, and Garage Doors:** All doors (including entry, interior, and garage doors), windows, window glass, frames, screens, associated hardware, and related components within the Unit boundaries are the responsibility of the Unit Owner.

The Association is responsible solely for the maintenance of exterior-facing surfaces and trim of such components, including painting, consistent with architectural standards and as described in Section II.3-104.;

- **Storm Doors and Entry Attachments:** Unit Owners may not install screen doors, storm doors, or other exterior door attachments without prior Board approval. Any damage or additional maintenance caused by such installations shall be the Owner's responsibility;
- **Interior Chimney and Vent Components:** All interior components of fireplaces, vents, or flue systems serving only that Unit, including chimney caps, flue liners, dampers, clean-out doors, and fireplace inserts; and





- **Interior Attic or Roof Access Points:** Including attic hatches or pull-down stairs located within the Unit, unless expressly designated as Common Area.

Unit Owners are also responsible for any other elements explicitly designated as their responsibility elsewhere in this Declaration or by applicable Board resolutions.

For a comprehensive description of Limited Common Areas and associated responsibilities, refer to *Article II.2: Limited Common Areas*. Maintenance obligations shall be determined and assigned pursuant to this Declaration and any relevant resolutions adopted by the Board.

#### **IV.1-102: Association Responsibilities**

The Association shall be responsible for the maintenance, repair, and replacement of Common Area elements, shared infrastructure, and structural components of the buildings, including but not limited to:

- **Common Areas**, including any elements of Units that are designated as Common Area in this Declaration;
- **Shared Utility Systems**, including water supply, septic and sewer systems, telecommunications and power systems, and chimney flues where shared between Units;
- **Structural Building Components**, including load-bearing walls, structural roof systems, shared foundations, and firewalls separating Units;
- **Exterior Roof Coverings**, including shingles, flashing, underlayment, and waterproofing materials; and
- **Chimney Structures and Exterior Surfaces**, including masonry, siding, and all flashing or sealants where chimneys or vents pass through the roof or exterior walls, regardless of whether the chimney serves one or more Units.

**Association maintenance standards may evolve over time due to the availability of new materials, advances in building technologies, or insurance requirements.** The Board may adopt or update reasonable specifications, standards, or maintenance procedures accordingly, consistent with its obligation to

preserve the condition and appearance of the Condominium..

Note: The Association maintains all exterior chimney surfaces and roof penetrations, including flashing and structural waterproofing, to preserve the integrity of the building envelope.

#### **IV.1-103: Septic System Responsibility**

The Condominium's septic system shall be maintained, repaired, and replaced by the Association as part of the Common Area infrastructure.

However, if a malfunction, clog, or other damage to the septic system is caused by the misuse or negligence of one or more Unit Owners, **including the disposal of inappropriate materials (e.g., grease, wipes, hygiene products, chemicals, or non-biodegradable substances), the responsible Unit Owner(s) shall be liable for the cost of any required repairs, remediation, or cleanup, including related legal or administrative expenses.**

The Board shall have the authority to investigate suspected misuse and allocate costs accordingly. Unit Owners are encouraged to follow any Association guidelines for the proper use of septic systems to avoid damage or liability.

### **IV.1-200: Grounds Maintenance**

#### **IV.1-201: Unit Owner Responsibilities**

Unit Owners shall be responsible for the care and upkeep of any Limited Common Areas assigned to their Units, including exclusive-use patios, decks, entryways, and planting beds. Owners must maintain these areas in a clean, safe, and orderly condition. Unless otherwise specified in this Declaration, such upkeep includes routine sweeping, cleaning, weeding, and snow removal as necessary for safe entry to the Unit.

However, to promote community safety and prevent hazardous conditions, the Association may, at its discretion, perform or coordinate snow removal from Unit entry steps, walkways, or other Limited Common Areas in exceptional weather conditions, or where individual Owners may be unable to safely perform such tasks. Any such service shall not alter the underlying maintenance

**Commented [RF9]:** The "snow removal" line appears in other declarations. I don't know if it's included in case of a law suit. We try to provide the service but with seemingly inconsistent success. Maybe it should be cut...?



responsibility of the Unit Owner unless expressly adopted by Board resolution.

The Board may adopt reasonable maintenance standards, seasonal schedules, and landscaping guidelines to ensure consistent appearance and safe conditions throughout the Condominium. The Board may also require Unit Owners to temporarily remove vehicles, personal property, or other obstructions to facilitate scheduled grounds maintenance or snow removal services.

If a Unit Owner fails to properly maintain a Limited Common Area as required under this section, the Association may, after providing notice and a reasonable opportunity to cure, perform the necessary maintenance. The cost of such work may be assessed to the responsible Unit Owner either as a Limited Common Expense or as a specific assessment against the Unit, subject to the enforcement provisions of this Declaration.

**Commented [RF10]:** This was added to address appropriate action for owner failures.

#### ***IV.1-202: Association Responsibilities***

The Association shall be responsible for the maintenance, repair, and seasonal care of the Common Area grounds and exterior spaces, including but is not limited to:

- Lawn mowing, trimming, fertilizing, and reseeding;
- Pruning of trees and shrubs located in Common Areas;
- Removal of dead or hazardous trees as determined by the Board;
- Landscaping of shared areas, including the maintenance and replacement of Association-installed plantings;
- Snow removal and sanding of Common Area roads, walkways, and driveways. Snow removal assistance by the Association, if provided under *Section IV.1-201*, shall not alter the Association's general responsibility for Common Area snow removal; and
- Maintenance of Common Area exterior lighting, signage, and shared mailbox areas.

#### **IV.1-300: Assignment of Maintenance Responsibility**

Maintenance responsibilities are governed by this Declaration and its attached Exhibits, including the recorded Site Plan. Physical modifications or alterations made by Unit Owners do not alter the Association's maintenance obligations unless formally approved and documented through an Amendment to this Declaration or a recorded resolution of the Board explicitly assigning such responsibility to the Association. (See also II.2-504)

A past failure to enforce or reassign maintenance responsibility for an Owner-installed feature does not constitute acceptance or create a permanent obligation on the part of the Association unless memorialized in a formal Board resolution or amendment to this Declaration.

#### **IV.1-400: Cost Allocation and Failure to Maintain**

If a Unit Owner is responsible for maintenance, repair, or replacement under this Article but fails to perform such work, the Association may complete the repair and assess the cost to the Unit Owner as a Specific Assessment. If the damage results from the Unit Owner's negligence, misuse, or unauthorized modifications, the Unit Owner shall bear full financial responsibility.

If a repair involves shared elements or utilities benefiting multiple Units, the cost shall be allocated among affected Unit Owners based on their respective interests, unless otherwise specified in this Declaration.

Legal Reference: RSA 356-B:45 *Liabilities for Common Expenses* – Establishes procedures for assessing costs to Unit Owners for maintenance and repairs.



### **Article IV.2: Right of Entry**

#### **IV.2-100: Association's Right of Entry**

The Association has an irrevocable right, as granted by [RSA 356-B:41](#), reasonably exercised by the Board or its agents, to enter any Unit or Limited Common Area to:

- Inspect for compliance with the Condominium Documents (limited to visual observation only, unless further investigation is authorized under this Article);



- Remedy violations;
- Perform maintenance, repairs, or construction for which the Association is responsible; or
- Investigate health and safety concerns including but not limited to leaks, gas or smoke odors, infestations, or other hazards.

Except in emergencies, the Association shall provide at least 48 hours' written notice via reasonable means (e.g., personal delivery, phone, email).

#### **IV.2-200: Emergency Entry**

The Board, its agents, or any two or more Unit Owners may enter a Unit or Limited Common Area without prior notice if necessary to promptly address or prevent:

- Imminent damage to property
- Threats to safety or habitability; or
- Interruption of essential services, including plumbing, heating, electrical systems, or similar utilities.

Entry shall be conducted with minimal disruption, and the Unit Owner shall be notified as soon as reasonably practicable. The Association shall document emergency entries and provide a written report upon request to the Unit Owner.

#### **IV.2-300: Costs and Liability**

- (a) **Association Responsibility:** Damage from non-emergency entry shall be repaired promptly at the Association's expense, unless otherwise provided in the Condominium Documents.
- (b) **Unit Owner Negligence:** If an emergency is caused by a Unit Owner's negligence or misconduct, all associated repair costs and related expenses shall be charged to the responsible Unit Owner as a Specific Assessment pursuant to III.1-300.
- (c) **Limitation of Liability:** The Association and its agents shall not be liable for incidental damage, inconvenience, or loss resulting from lawful entry **conducted in good faith, except in cases of gross negligence or willful misconduct.**

#### **IV.2-400: Unit Owner Responsibility for Access**

Each Unit Owner shall ensure emergency access by providing at least one of the following:

- A lockbox containing a working Unit key accessible by the Board or Property Manager.

- Current contact information for an authorized local representative who can promptly provide access; or
- A Board-approved keyless entry method.

All costs incurred in gaining emergency access, including repair of any resulting damage, shall be charged to the responsible Unit Owner, unless the emergency was caused by the negligence or misconduct of another Unit Owner, in which case costs may be allocated accordingly.

#### **IV.2-500: Compliance with Law**

This Article shall be interpreted and applied in accordance with applicable law, including but not limited to RSA 356-B:41, RSA 356-B:43, and RSA 356-B:45.



### **Article IV.3: Contractor and Unit Owner Work Requirements**

#### **IV.3-100: Scope of Work Covered by This Article**

Unit Owners may perform maintenance, repairs, and improvements within their own Units or Limited Common Areas. However, any work that:

- Affects Common Areas, Limited Common Areas, or shared building systems (e.g., roofing, siding, plumbing, or electrical);
- Requires a permit under applicable law; or
- Involves contractors hired by the Unit Owner, is subject to the requirements of this Article.

Routine maintenance within a Unit that does not affect shared systems or structural elements—such as painting interior walls or replacing carpeting—does not require Board review or approval.

#### **IV.3-200: Contractor Insurance Requirements**

When required under Section IV.3-100, Unit Owners shall ensure that hired contractors maintain insurance appropriate to the scope and nature of the work. The Board may establish policies defining minimum insurance standards, which may include:

- General liability insurance;



- ~~Workers' compensation (or proof of exemption); and~~
- ~~Automobile liability insurance if vehicles are used on-site.~~

~~The Association may require proof of current coverage before work begins. For work affecting Common Areas or shared systems, the Association may require that it be named as an additional insured.~~

When work by a Unit Owner or their contractor is subject to prior Board approval under Section IV.3-100, the Unit Owner shall ensure that any hired contractors maintain insurance appropriate to the nature and scope of the work.

The Board may adopt and enforce rules establishing minimum insurance standards, which may include:

- General liability insurance;
- Workers' compensation coverage (or proof of legal exemption); and
- Automobile liability insurance, if vehicles will be used on-site.

The Association may require submission of valid and current certificates of insurance prior to the commencement of any approved work.

For any work that may affect Common Areas, Limited Common Areas, or shared systems, the Association may require that it be named as an additional insured on the contractor's general liability policy. Naming the Association as an additional insured ensures that it is covered under the contractor's policy in the event of damage, injury, or liability arising from the contractor's work, and helps reduce exposure under the Association's own insurance policies.

Failure to provide required insurance documentation, including proof of additional insured status when applicable, may result in denial, suspension, or revocation of project approval, and the Association may take enforcement action under this Declaration.

**Commented [RF11]:** The rewrite below is to explain why the association might ask for being named as an additional insured.

#### **IV.3-300: Exceptions and Board Discretion**

The Board may waive or modify insurance requirements for low-risk or small-scale work that does not pose material risk to persons or property. The Board may also adopt:

- Reasonable procedures for verifying insurance for higher-risk work;

- A list of routine or exempt tasks (e.g., painting, appliance replacement);
- Temporary or conditional approvals for emergency repairs; and
- Policies addressing DIY work by Unit Owners.

#### **IV.3-400: Unit Owner Responsibility and Indemnification**

Unit Owners shall be responsible for the following, whether performing work themselves or hiring contractors:

- Any damage to Common Areas or shared systems caused by such work;
- Ensuring full compliance with all applicable codes, laws, and permits; and
- Ensuring that any contractors follow the Association's rules, policies, and procedures.

Unit Owners shall indemnify and hold harmless the Association, its Board, and other Unit Owners from any claims, costs, or liabilities arising from work they perform or authorize. **This indemnification obligation survives completion of the work.**

The Association shall not be liable for any damage, injury, or loss arising from work performed by or on behalf of a Unit Owner that violates the requirements of this Article. **No Unit Owner shall have any claim against the Association for such matters.**

If the Association incurs costs due to unauthorized or negligent work, those costs may be charged to the responsible Unit Owner as a Specific Assessment, pursuant to Section III.1-300 (*Special Assessments Allocation*).

#### **IV.3-500: Unit Owner Liability for Property Damage**

If a Unit Owner, or their tenant, guest, invitee, or contractor, causes damage to their own Unit, another Unit, or to any portion of the Common Area or Limited Common Area, whether through negligence, misuse, unauthorized modifications, or failure to maintain, the Owner shall be fully responsible for all costs of repair.

This obligation includes, but is not limited to, damage caused by plumbing failures, electrical issues, improperly installed fixtures, or any other condition originating from the Owner's Unit.

The Owner's responsibility applies regardless of insurance coverage and survives any insurance claim or subrogation action by the Association.





## Article IV.4: Leasing of Units & Ownership Restrictions

The purpose of this Article is to preserve the residential nature of the community by establishing leasing and ownership restrictions that promote stability, protect property values, and ensure that all residents comply with the governing documents.

### IV.4-100: General Leasing Restrictions

Each Unit shall be used solely for residential purposes and may be occupied by the Unit Owner, the Owner's family or guests, or by tenants under a written lease agreement, subject to the following restrictions:

- **Minimum Lease Term** – No Unit may be leased for a term of fewer than ninety (90) consecutive Days. Subleasing or re-leasing during that period is prohibited.
- **Prohibited Use** – This restriction is intended to prohibit transient or short-term occupancy, including rentals arranged through Airbnb, Vrbo, or similar platforms.
- **Tenant Compliance** – All tenants must comply with the Condominium Documents, including any rules and regulations adopted by the Association. The lease shall include a clause requiring such compliance.
- **Renter's Insurance** – Tenants shall maintain renter's insurance, including liability coverage, and shall provide proof of insurance upon request by the Association.
- **Legal Compliance** – All leasing must comply with applicable local occupancy limits, zoning laws, fire codes, and health regulations.

### IV.4-200: Owner Responsibilities and Tenant Compliance

Unit Owners are responsible for ensuring that their tenants, guests, and invitees comply with the Condominium Documents, including the Residency Rules and Regulations. **Any violation by a tenant, guest, or invitee shall be deemed a violation by the Unit Owner.**

### IV.4-300: Lease Reporting Requirement

Prior to occupancy by any tenant, the Unit Owner shall provide the Association with:

- The name and contact information of all adult tenants; and

- A copy of the fully executed, Board approved, lease agreement.

Failure to provide this information may result in administrative consequences, including fines or other remedies as determined by the Board in accordance with this Declaration and the Bylaws.

#### **IV.4-400: Board Discretion and Hardship Exceptions**

The Board may grant temporary exceptions to the leasing restrictions in this Article when leasing would otherwise be prohibited, such as when the maximum number of leased Units has been reached.

Hardship exceptions may be considered for documented situations where the Owner cannot occupy or sell the Unit due to factors beyond their control, including but not limited to:

- Inheritance
- Foreclosure
- Military deployment
- Job relocation
- Serious medical conditions
- Caregiving responsibilities
- Court orders (e.g. divorce, guardianship, etc.)

Voluntary absences, such as travel or sabbaticals, do not ordinarily qualify as a hardship.

Requests for exceptions must be submitted in writing, along with supporting documentation. Any exception granted shall be temporary, subject to conditions imposed by the Board, and may be revoked at any time for non-compliance. Approval of one exception shall not constitute a precedent or guarantee approval of future requests.

Nothing in this Article shall prevent an Owner from allowing a non-paying guest to reside in the Unit temporarily in their absence, provided such use does not constitute a lease, is not advertised or listed publicly, and does not violate other provisions of this Declaration.

#### **IV.4-500: Enforcement and Remedies**

The Board may take enforcement action to remedy any violation of this Article, including requiring the Unit Owner to take corrective measures.

Unit Owners shall be responsible for all costs incurred by the Association in enforcing this Article, including reasonable



attorney's fees, regardless of whether the violation was committed by the Owner, a tenant, or a guest.

#### **IV.4-600: Leasing Limitations**

To preserve the residential character of the community, no more than thirty percent (30%) of Units (i.e., 10 of 34 Units) may be leased at any given time. If this limit is reached, the Board shall maintain a leasing waitlist and approve additional leases in the order requests are received, subject to compliance with this Declaration.

All leases must comply with the general restrictions set forth in Section IV.4-100, including the minimum ninety (90) Day lease term. Month-to-month agreements are prohibited, and short-term rentals through platforms such as Airbnb, Vrbo, or similar services are not allowed.

The Board may grant temporary leasing exceptions in documented hardship cases as outlined in Section IV.4-300. Any such exception shall be subject to conditions imposed by the Board and may be revoked for non-compliance. Approval of an exception shall not constitute a precedent or guarantee approval of future requests.



### **Article IV.5: Environmental & Energy Upgrades**

#### **IV.5-100: Authority to Improve Environmental Performance**

The Association may plan, fund, or implement environmental improvements or energy upgrades to enhance the sustainability, efficiency, or resilience of the Condominium. Projects may include renewable energy systems, weatherization, sustainable landscaping, electric vehicle (EV) charging infrastructure, or other measures designed to reduce the environmental impact or improve the Condominium's energy performance.

#### **IV.5-200: Funding and Oversight**

The Board may use Reserve Funds or levy Assessments to support such projects, provided they serve a long-term benefit to the Association and are consistent with applicable laws. The Board may also apply for grants, rebates, or other forms of assistance to reduce costs. The Board shall provide reasonable advance notice to Unit Owners of any proposed environmental project that may significantly alter the use, appearance, or access to Common

Areas or Limited Common Areas, including but not limited to removal of trees, construction of new physical structures, or permanent rerouting of access paths.

#### **IV.5-300: Owner Participation and Shared Initiatives**

Where environmental upgrades are proposed for Limited Common Areas or individual Units, the Board may facilitate coordinated projects with Owner participation and cost-sharing agreements, subject to mutual consent between participating Owners and the Board. No Owner shall be required to participate without their consent

#### **IV.5-400: Compliance and Industry Standards**

All improvements shall comply with applicable codes, ordinances, and environmental standards. The Board may adopt policies, standards, or guidelines to ensure environmental upgrades reflect best practices and are implemented responsibly over time.



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## V: Legal Authority and Board Protections

Part V of this Declaration establishes essential legal provisions that protect the structure, continuity, and governance of Highland Colony. These Articles address external legal challenges, such as property takings by public authorities, and internal matters, including how the governing documents may be amended. This Part also ensures that members of the Board of Directors are protected from undue personal risk when acting in good faith on behalf of the Association.

Together, these provisions support the legal integrity of the Condominium, provide mechanisms for orderly decision-making, and encourage qualified individuals to serve in leadership roles by offering appropriate indemnification and liability protections.

**Article V.1: Property Acquisition by Public Authority** outlines what happens if part of the Condominium is taken by a government entity (such as through eminent domain). It provides guidance on how compensation is handled—whether a Unit, Limited Common Area, or part of the Common Area is taken—and ensures that Unit Owners are fairly compensated, and that the Condominium’s structure is adjusted appropriately. The article also gives the Board flexibility to act when a partial taking affects shared property or when continued operations become impractical due to the extent of the loss.

**Article V.2: Amendments to the Declaration and Bylaws** explains how

the community’s foundational documents may be changed. Amendments to the Declaration require a two-thirds vote of Unit Owners and must be recorded to take effect. Changes that alter the legal framework of Unit ownership or terminate the Condominium may require unanimous approval, as set forth in New Hampshire law. The article ensures that Unit Owners remain in control of major changes while allowing for flexibility as the community evolves.

**Article V.3: Indemnification of the Board** protects Board members and volunteers from personal liability for honest mistakes or good-faith decisions made while carrying out their duties. It limits liability to cases involving willful misconduct, fraud, or gross negligence, and provides indemnification for legal defense costs unless a Board member is found personally at fault. It also sets clear rules for conflicts of interest, ensuring transparency when Board members are involved in contracts or transactions affecting the Association. This article ensures that capable individuals are willing to serve without fear of personal financial risk—while maintaining appropriate accountability.

Together, these articles form the legal backbone of the Declaration. They provide tools for managing risk, maintaining structural integrity, and protecting those entrusted with the community’s care. Part V ensures that the Association is equipped to respond to both routine governance matters and exceptional legal situations with clarity and fairness.



## **Article V.1: Property Acquisition / Eminent Domain**

### **V.1-100: Applicability**

If any portion of the Condominium is taken by eminent domain or acquired by a public authority, the rights of the Association and Unit Owners shall be governed by [RSA 356-B:6](#) as amended. Compensation, ownership adjustments, and the use of proceeds shall comply with applicable law.

### **V.1-200: Partial Taking of Common Areas**

If a partial taking affects only Common Areas and does not reduce the number of Units, any compensation awarded shall be used by the Association for restoration, reserves, or another purpose approved by the Board. If a Limited Common Area is taken, compensation shall be paid to the affected Unit Owner(s) unless otherwise required by law or agreement.

### **V.1-300: Total Taking of a Unit**

If a Unit is taken, it shall be removed from the Condominium, and the ownership interest in Common Areas shall be reallocated among the remaining Units. The affected Unit Owner shall receive full compensation for the Unit. If the taking reduces the number of Units to the extent that continued operation of the Condominium is impractical, the Association may initiate the termination process as provided in this Declaration.

### **V.1-400: Compensation and Distribution of Proceeds**

Compensation awarded for any Unit taken shall be paid to the affected Unit Owner and/or their mortgagee. Compensation for Common Areas shall be retained by the Association and used for restoration, improvements, or other lawful purposes as approved by the Board or Unit Owners. Payments shall be distributed in accordance with legal priorities. Any legal and administrative costs incurred in an eminent domain proceeding shall be deducted from the award before distribution of proceeds.

### **V.1-500: Adjustments to Ownership Interests**

Following any taking, the Association shall adjust the Percentage Interest in Common Areas and the allocation of voting rights as required by [RSA 356-B:6](#).

## Article V.2: Amendments to the Declaration and Bylaws

### V.2-100: Amendments to This Declaration

Amendments to the Declaration require the affirmative vote of at least two-thirds (2/3) of the total voting power of all Unit Owners, unless a higher percentage is required by RSA 356-B or this Declaration.

Any proposed Amendment must be included in the written notice of a duly noticed Association meeting and shall be adopted only if the required voting threshold is met. An Amendment shall take effect only upon recording at the Grafton County Registry of Deeds.

Certain material changes—including but not limited to changes affecting Unit boundaries, Percentage Interests, or Termination of the Condominium—may require unanimous consent of Unit Owners pursuant to RSA 356-B:34 and 356-B:34-a.

### V.2-200: Amendments to the Bylaws

The Bylaws, as set forth in **Exhibit D**, may be amended as provided therein and in [RSA 356-B:37](#).

Commented [RF12]: Fixed typo.

Amendments require approval by at least two-thirds (2/3) of the total voting power of all Unit Owners at a duly noticed Association meeting.

The proposed Amendment must be included in the written meeting notice provided in accordance with [RSA 356-B:37](#).

Any Amendment shall take effect upon recording in the Grafton County Registry of Deeds.



## Article V.3: Indemnification

### V.3-100: Limitation of Liability

No member of the Board shall be personally liable to the Association, any Unit Owner, or any third party for any mistake of judgment, act, or omission made in the course of performing their duties, **except** in cases involving:

- Willful misconduct;
- Bad faith; or





- Actions that are clearly contrary to this Declaration, the Bylaws, or applicable law.

This limitation of liability shall not apply in cases of self-dealing, fraud, or gross negligence.

#### **V.3-200: Indemnification by the Association**

The Association shall indemnify and hold harmless each member of the Board from any liability, obligation, loss, damage, or expense incurred in the lawful execution of their duties.

Indemnification shall not apply in any case involving:

- Willful misconduct, fraud, or bad faith;
- Actions taken in knowing violation of the governing documents; or
- Undisclosed conflicts of interest.

Indemnification shall include the cost of legal defense unless the Board member is found liable under the exceptions above.

The Association may advance legal fees incurred by a Director, Officer, or committee member in connection with any proceeding, provided the individual agrees in writing to repay such amounts if it is later determined that they are not entitled to indemnification.

#### **V.3-300: Unit Owner Liability Limitations**

No Unit Owner shall be personally liable for any action taken or contract entered into by the Board, except to the extent of their proportionate share of Common Expenses. However, a Unit Owner serving on the Board who acts in bad faith shall not be entitled to indemnification and may be held personally liable for resulting damages.

#### **V.3-400: Claims for Property Damage and Personal Injury**

Nothing in this Article shall preclude claims for property damage or personal injury made against the Board or any party covered under the Association's liability insurance.

Members of the Board shall be named as additional insureds under the Association's policies, to the extent permitted by such policies and applicable law.

## VI: Legal Validity, Interpretation, and Corrections

**Part VI** of the Highland Colony Declaration ensures the long-term legal integrity of the governing documents. It addresses how the Declaration is enforced, interpreted, and preserved—even in the face of ambiguity, typographical errors, or legal challenges.

**Article VI.1** affirms that the **Board’s enforcement rights are not waived** simply because of past inaction or leniency. It protects the Association’s authority to uphold the governing documents, even if enforcement was not previously exercised. This provision reinforces consistency and fairness by ensuring that all rules remain binding unless formally waived in writing.

**Article VI.2** addresses **severability**, confirming that if any provision of the Declaration, Bylaws, or Rules is found to be legally unenforceable, the remainder of the document remains in effect. Where possible, unenforceable provisions shall be reinterpreted to align with legal standards while preserving their intent. This ensures the continuity and legal resilience of the governing framework.

**Article VI.3** provides that all language shall be interpreted using **inclusive terminology**—

allowing gender-neutral and context-appropriate readings. This modern provision promotes clarity and fairness in interpretation.

**Article VI.4** calls for **liberal construction of the Declaration**, meaning its provisions should be interpreted broadly to support its intended purpose: a stable, equitable, and well-managed residential community. This interpretive standard guides decision-making in unclear or unforeseen circumstances.

**Article VI.5** gives the Board limited authority to **correct clerical or scrivener’s errors**—such as typos, punctuation issues, or misnumbered cross-references—without a formal amendment process. Strict safeguards prevent any change that might alter the substantive rights or obligations of Unit Owners. This flexibility ensures the governing documents remain clear and functional while respecting the legal protections provided by RSA 356-B.

In total, Part VI provides the Declaration with structural durability, legal adaptability, and editorial precision. These provisions help ensure that the document remains enforceable, intelligible, and compliant—supporting Highland Colony’s governance not just today, but for years to come.



## **Article VI.1: Non-Waiver and Enforcement**

### **VI.1-100: Non-Waiver of Rights**

The failure of the Board to insist upon the strict performance of any term, covenant, condition, or restriction in this Declaration or the Bylaws, or to exercise any right, shall not be construed as a waiver or relinquishment of such provision or right in the future. All terms and rights shall remain fully enforceable unless expressly waived in writing by the Board.

This provision ensures that the Board's acceptance of regular payments from a Unit Owner does **not** excuse or waive any violation of the Declaration or Rules, even if the Board is aware of the violation. To protect the Association's ability to enforce its governing documents, **no waiver is valid unless it is made in writing and signed by the Board**. This prevents Unit Owners from claiming that compliance was implied through inaction or payment history.

## **Article VI.2: Severability**

### **VI.2-100: Effect of Invalidity**

If any provision of this Declaration, the Bylaws, or any rule or regulation adopted under them is determined to be invalid or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect.

### **VI.2-200: Interpretation Consistent with Law**

Where possible, any invalid provision shall be reformed and interpreted in a manner consistent with applicable law while preserving its intended purpose.

## **Article VI.3: Gender and Terminology**

### **VI.3-100: Inclusive Language**

References to the masculine gender shall include the feminine and non-binary genders, and the singular shall include all genders and gender identities.

## **Article VI.4: Headings**

### **VI.4-100: Headings for Convenience Only**

The use of Parts, Articles, Sections, introductory paragraphs, and headings in this Declaration are for convenience of reference only and shall not affect the construction or interpretation of this Declaration.

## **Article VI.5: Interpretation**

### **VI.5-100: Liberal Interpretation**

The provisions of this Declaration shall be liberally construed to fulfill its purpose and to avoid interpretations that would defeat its reasonable objectives of establishing a uniform and effective system for the governance, operation, and administration of the Condominium.

## **Article VI.6: Scrivener's Revisions**

### **VI.6-100: Authority to Correct Errors**

The Board may correct clerical, typographical, or scrivener's errors in this Declaration without requiring a formal Amendment, provided such corrections:

- Do not materially alter the rights, obligations, or interests of any Unit Owner.
- Are limited to fixing spelling, punctuation, numbering, or cross-referencing errors.
- Clarify ambiguous wording where the intent is clearly established provided the intended meaning is reasonably ascertainable from the context of the document as a whole.

### **VI.6-200: No Substantive Changes**

Corrections under this Article shall not modify the substantive provisions of this Declaration or create, remove, or alter any rights, duties, or restrictions beyond their original intent.

### **VI.6-300: Legal Compliance**

Any corrections made under this Article in accordance with RSA 356-B and any other applicable laws and shall not conflict with any legally binding provisions of the Declaration.



draft

## Exhibit A – Legal Description of Submitted Land

As set forth in the Declaration Amendment recorded in the Grafton County Registry of Deeds at Book 1937, Pages 0269–0277, November 1991. This reproduction is included herein for reference.

This language is reproduced without alteration from the original recorded document. Nothing herein shall be construed to modify the legal boundaries as established in the original filing.

HIGHLAND LINKS COLONY  
HOLDERNESS, NEW HAMPSHIRE  
November 7, 1991

AFFIDAVIT WITH SUPPLEMENTAL DOCUMENTS  
TO BE RECORDED WITH AMENDMENT

I, ALVIN M. BARRETT, duly authorized  
President of the Homeowners Association at Highland Links  
Colony, Holderness, New Hampshire, being first duly sworn,  
hereby depose and state as follows:

1. An Agreement to Amend the Declaration, Bylaws and  
Public Offering Statement (hereinafter referred to as the  
"Amendment") with respect to the Highland Links Colony  
Condominium in Holderness, Grafton County, State of New  
Hampshire dated October 7, 1990 was duly recorded at the  
Grafton County Registry of Deeds at Book 1883, Page 669.
2. The Amendment was recorded with a certain  
Declaration of Condominium For Highland Links Colony, A  
Condominium, (the "Replacement Declaration") in said  
registry, which was intended to replace the original  
Declaration of Condominium for Highland Links Colony dated  
October 16, 1985 and recorded at Book 1566, Page 793  
(hereinafter referred to as the "Original Declaration").
3. Attached to the Original Declaration were Exhibits  
A through G. With the exception of the By-Laws, referred  
to in the Original Declaration as Exhibit B, Exhibits A, C,  
D, E, F and G were inadvertently not recorded at the time  
of the recording of the Replacement Declaration.
4. The purpose of this Affidavit and attachments is to  
recite that the Exhibits attached hereto are a part of the  
Replacement Declaration as recorded and are supplemental  
thereto.

IN WITNESS WHEREOF, Alvin M. Barrett has executed this  
affidavit this 7th day of November, 1991.

James M. Barrett  
Witness

Alvin M. Barrett

016202

BK1937 PG0269



SENT BY: CONKLIN & REYNOLDS PA 11-07-91 01:16PM

6035363467+

61748214

COMMONWEALTH OF MASSACHUSETTS  
County of Suffolk

November 7, 1991

Personally appeared the above named Arthur M. Bickham as  
President of the Highland Links Colony, Holderness, New  
Hampshire, and in said capacity and on behalf of said  
corporation, swore and subscribed that the foregoing is  
true and accurate, to the best of his knowledge and belief.

[Signature]  
Notary Public  
My Commission  
Expires:

HIGHLAND LINKS COLONY, A CONDOMINIUM  
Legal Description of Submitted Land

The Submitted Land in Highland Links Colony, A Condominium, consists of three tracts: The first tract contains 44.48 acres and lies at the northeast side of Mt. Prospect Road; the second tract contains 9.47 acres and lies to the southeast of Mt. Prospect Road; and, an easement over land abutting Tract 2 to the east which provides access to part of the Condominium from Mt. Prospect Road.

TRACT I

(44.48 Acres on Northwest side of Mt. Prospect Road)

Beginning at a drill hole in a stone on the northwest side of the Mt. Prospect Road at the most northerly corner of land of Richard and Patricia Bennett;

thence via a curve to the left which has a radius of nine hundred seven feet (907'), a chord of twelve and seventy-eight hundredths feet (12.78'), North twenty degrees forty-eight minutes thirty seconds West (N 20° 48' 30" W) a distance of fourteen and nineteen hundredths feet (14.19') to an iron pipe on the South side of a private road in the subdivision owned by Richard and Judith Dearborn known as Oak Hill Properties;

thence along said private road, North sixty-five degrees thirty-seven minutes zero seconds West (N 65° 37' 00" W) forty-nine and twenty hundredths feet (49.20') to an iron pipe;

thence continuing along said private road via a curve to the left which has a radius of one hundred twenty-five feet (125'), a chord of ninety-one and ninety hundredths feet (91.90'), North eighty-seven degrees eleven minutes zero seconds West (N 87° 11' 00" W) a distance of ninety-four and eleven hundredths feet (94.11') to an iron pipe;

thence continuing along said private road, South seventy-one degrees fifty minutes zero seconds West (S 71° 50' 00" W) one hundred seventy-nine and sixty-four hundredths feet (179.64') to an iron pipe;

thence continuing along said private road, via a curve to the right which has a radius of three hundred sixty-seven and seventy-eight hundredths feet (367.78'), a chord of one hundred forty-seven and seventeen hundredths feet (147.17'), South eighty-two degrees forty-seven minutes thirty seconds West (S 82° 47' 30" W) a distance of one hundred forty-eight and seventeen hundredths feet (148.17') to an iron pipe;

thence continuing along said private road, North eighty-five degrees forty minutes zero seconds West (N 85° 40' 00" W) one hundred sixty-one and twenty-five hundredths feet (161.25') to an iron pipe;

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-2-

thence continuing along said private road, North eighty-five degrees forty minutes zero seconds West (N 85° 40' 00" W) about one hundred feet (100') to an iron pipe;

thence continuing along said private road, North eighty-five degrees forty minutes zero seconds West (N 85° 40' 00" W) a distance of eighty feet (80') to a culvert which passes under said road;

thence South twenty-three degrees thirty-seven minutes five seconds West (S 23° 37' 05" W) sixty-two and sixty-three hundredths feet (62.63') along the center line of a small brook and by land of Richard and Judith Dearborn to an iron pipe;

thence North eighty degrees six minutes fifteen seconds West (N 80° 06' 15" W) two hundred five and forty-eight hundredths feet (205.48') by land of said Dearborns along a line partially marked by a stone wall to a bend in said stone wall;

thence North eighty degrees fifty-four minutes twenty-five seconds West (N 80° 54' 25" W) one hundred twelve and forty-nine hundredths feet (112.49') along a stone wall and by land of said Dearborns to a bend in said stone wall;

thence North seventy-seven degrees forty-one minutes zero seconds West (N 77° 41' 00" W) one hundred seventeen and ninety-eight hundredths feet (117.98') by land of said Dearborns and along a stone wall to a drill hole in a stone at the end of said stone wall;

thence North eighty-seven degrees twenty-one minutes fifty-five seconds West (N 87° 21' 55" W) four hundred sixty-four and sixty-three hundredths feet (464.63') by land of said Dearborns to an iron pipe on the east side of a power line;

thence South eleven degrees twenty-three minutes thirty-five seconds West (S 11° 23' 35" W) two hundred ninety-three and sixty-five hundredths feet (293.65') along the west side of said power line and by land of Woodrow Smith and Gwendolyn Smith to an iron pipe;

thence North eighty-three degrees fifty-two minutes thirty-five seconds West (N 83° 52' 35" W) two hundred twenty-five and ninety-six hundredths feet (225.96') crossing said power line and by land of said Smiths to an iron pipe on the west side of said power line;

thence South eleven degrees twenty-three minutes thirty-five seconds West (S 11° 23' 35" W) six hundred eighty-eight feet (688') along the west side of said power line and by land of Andre and Colette Neuveline to an iron pipe;

thence South eighty-four degrees three minutes forty-five seconds East (S 84° 03' 45" E) five hundred ninety-eight and seventy-three hundredths feet (598.73') crossing said power line and by land of said Neuvelines to an iron pipe;

BK 1937 Pg 0272

thence turning and running by land of Heuvelines, South seven degrees seven minutes thirty-five seconds West (S 07° 07' 35" W) three hundred thirteen and forty-six hundredths feet (313.46') and South five degrees fourteen minutes forty seconds West (S 05° 14' 40" W) three hundred ninety-nine and twenty-three hundredths feet (399.23') to an iron pipe;

thence South seventy-nine degrees thirty-two minutes fifty seconds East (S 79° 32' 50" E) thirty-five and twenty-five hundredths feet (35.25') along a stone wall to a corner of stone walls on the northwest side of the Mt. Prospect Road, so-called;

thence turning and running along the northwesterly side of the Mt. Prospect Road via the following courses and distances: North fifty-six degrees fifty-four minutes thirty-five seconds East (N 56° 54' 35" E) one hundred seventy-eight and thirty-three hundredths feet (178.33'), North fifty-five degrees twenty-four minutes twenty seconds East (N 55° 24' 20" E) one hundred forty-seven and ninety-seven hundredths feet (147.97'), North fifty degrees thirty-three minutes forty-five seconds East (N 50° 33' 45" E) fifty-four and forty-six hundredths feet (54.46'), North forty-three degrees eleven minutes fifteen seconds East (N 43° 11' 15" E) thirty and sixty-two hundredths feet (30.62'), North forty degrees fifty-nine minutes twenty-five seconds East (N 40° 59' 25" E) forty-seven and forty-seven hundredths feet (47.47'), North forty-two degrees eleven minutes fifty-five seconds East (N 42° 11' 55" E) two hundred twenty-five and thirty-eight hundredths feet (225.38'), North fifty-two degrees thirty-nine minutes fifteen seconds East (N 52° 39' 15" E) one hundred fourteen and seventy hundredths feet (114.70'), North fifty-six degrees fifty-one minutes forty seconds East (N 56° 51' 40" E) ninety-eight and nineteen hundredths feet (98.19'), North fifty-six degrees fifty-one minutes forty seconds East (N 56° 51' 40" E) one hundred twenty and one hundredths feet (120.01'), North fifty-six degrees fifty-one minutes forty seconds East (N 56° 51' 40" E) fifty-nine and ninety-seven hundredths feet (59.97'), North sixty degrees fifteen minutes thirty seconds East (N 60° 15' 30" E) sixty-four and seventy-six hundredths feet (64.76'), North sixty degrees fifty-three minutes forty seconds East (N 60° 53' 40" E) ninety and eight hundredths feet (90.08'), North fifty-five degrees twenty-eight minutes twenty-five seconds East (N 55° 28' 25" E) one hundred sixteen and fifty-three hundredths feet (116.53'), North fifty-five degrees twenty-eight minutes twenty-five seconds East (N 55° 28' 25" E) one hundred thirty and forty-seven hundredths feet (130.47'), North forty-nine degrees fifty-one minutes zero seconds East (N 49° 51' 00" E) one hundred twenty-two and fifty-nine hundredths feet (122.59'), North forty-one degrees twenty-five minutes thirty seconds East (N 41° 25' 30" E) one hundred four and eighty-one hundredths feet (104.81') and North thirty-two degrees ten minutes twenty-five seconds East (N 32° 10' 25" E) one hundred seventy-one and seventy-four hundredths feet (171.74') to a stone post on the northwest side of the Mt. Prospect Road at land of Richard and Patricia Bennett;

BM 1937 PG0273



-4-

thence North seventy-nine degrees sixteen minutes twenty-five seconds West (N 79° 16' 25" W) three hundred thirty-eight and eighty-eight hundredths feet (338.88') by land of said Bennetts to a stone post;

thence North forty-seven degrees thirty-eight minutes forty-five seconds East (N 47° 38' 45" E) six hundred fifty-five and seventy-six hundredths feet (655.76') by land of said Bennetts to the point of beginning. Said tract surveyed to contain 44.48 acres.

TRACT II

(9.47 acres on Southeast side of Mt. Prospect Road)

Beginning at the southwest corner of the premises conveyed hereby at an iron pipe on the southeast side of Mt. Prospect Road at the corner of land of the heirs of Charles L. Currier;

thence South eighty-five degrees twenty-three minutes forty seconds East (S 85° 23' 40" E) thirty-nine and forty hundredths feet (39.40') by land of said Currier heirs to a stone wall;

thence South eighty-two degrees sixteen minutes ten seconds East (S 82° 16' 10" E) six hundred ninety-six and eighty-nine hundredths feet (696.89') along a stone wall and by land of said Currier heirs to a drill hole in said stone wall;

thence North eleven degrees thirty minutes thirty seconds East (N 11° 30' 30" E) one hundred thirty-two and twenty-eight hundredths feet (132.28') along a stone wall to a drill hole therein;

thence North thirteen degrees thirty-seven minutes fifty seconds East (N 13° 37' 50" E) one hundred two and twenty-eight hundredths feet (102.28') along a stone wall to a slight bend therein;

thence North fourteen degrees thirty-seven minutes twenty seconds East (N 14° 37' 20" E) seventy-nine and thirteen hundredths feet (79.13') along a stone wall to the end thereof;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) eighty-two feet (82') to an iron pipe;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) fifty feet (50') to an iron pipe;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) two hundred seventy-seven and ninety-nine hundredths feet (277.99') to a stone post beside a stone wall;

thence North two degrees zero minutes ten seconds East (N 02° 00' 10" E) one hundred seventy-seven and sixty-one hundredths feet (177.61') to a stone post on the southeast side of Mt. Prospect Road;

BK 1937 PG 274

thence South sixty degrees twenty-six minutes fifteen seconds West (S 60° 26' 15" W) one hundred seventy-five and ninety-nine hundredths feet (175.99') along a stone wall on the southeast side of Mt. Prospect Road to a drill hole therein;

thence continuing along Mt. Prospect Road, South sixty degrees fifty-three minutes five seconds West (S 60° 53' 05" W) two hundred nineteen and twenty-three hundredths feet (219.23') to the end of a stone wall;

thence continuing along Mt. Prospect Road, South fifty degrees five minutes thirty seconds West (S 50° 05' 30" W) sixty-four and seventy-two hundredths feet (64.72') to the most northerly corner of the 1.13 acres parcel as shown on aforementioned plan now owned by Joseph L. Clark, Sr.;

thence South thirty-seven degrees fifty-four minutes forty-seconds East (S 37° 54' 40" E) by said Clark land a distance of one hundred thirty-five and eighteen hundredths feet (135.18');

thence South thirty-eight degrees zero minutes fifty seconds West (S 38° 00' 50" W) by said Clark land a distance of one hundred ninety-three and twenty-one hundredths feet (193.21');

thence South eighty-two degrees forty-two minutes fifty seconds West (S 82° 42' 50" W) by said Clark land and along a stone wall a distance of fifty-six and sixteen hundredths feet (56.16');

thence South eighty-six degrees fifty minutes ten seconds West (S 86° 50' 10" W) by said Clark land a distance of ninety-two and twenty-eight hundredths feet (92.28') to a drill hole in a stone at the end of a stone wall;

thence North seventy-four degrees twenty-one minutes twenty seconds West (N 74° 21' 20" W) by said Clark land a distance of eighty-six and forty-three hundredths feet (86.43') to the southeast side of Mt. Prospect Road;

thence turning and running along Mt. Prospect Road, South thirty-nine degrees fifty-two minutes twenty seconds West (S 39° 52' 20" W) seventy-nine and eighty-six hundredths feet (79.86') South fifty-five degrees eight minutes fifteen seconds West (S 55° 08' 15" W) one hundred forty-three and sixty-five hundredths feet (143.65') and South fifty-four degrees twenty-two minutes zero seconds West (S 54° 22' 00" W) two hundred forty-five and ninety-eight hundredths feet (245.98') to the point of beginning. Said tract surveyed to contain 9.47 acres.

TRACT III

(Easement tract on Southeast side of Mt. Prospect Road)

BK 1937 Pg 0275



-6-

An easement over and across a certain tract or parcel of land located in the Town of Holderness on Mt. Prospect Road, so-called, being more particularly bounded and described as follows:

Beginning at a stone post on the southerly side of Mt. Prospect Road, so-called, said stone post being located at the northerly corner of land known as "Highland View Golf Course" and to be known as "Highland Links Colony Condominium";

thence North forty-eight degrees forty-six minutes twenty seconds East (N 48° 46' 20" E) along Mt. Prospect Road fifty-five and sixty hundredths feet (55.60') to an iron pipe at land now or formerly of Cushing;

thence South fifteen degrees thirty-nine minutes fifty-three seconds East (S 15° 39' 53" E) twenty-nine and eighty hundredths feet (29.80') to an iron pipe at land of Cushing;

thence South ten degrees eleven minutes thirty-five seconds East (S 10° 11' 35" E) one hundred forty-eight and thirty-nine hundredths feet (148.39') to drill hole in a stone wall;

thence South fifteen degrees thirteen minutes twenty-five seconds West (S 15° 13' 25" W) one hundred forty-eight and thirty-nine hundredths feet (148.39') along land of Charles L. Currier Estate to an iron pipe;

thence South three degrees twenty-five minutes twenty seconds East (S 03° 25' 20" E) one hundred thirty-five and thirty-four hundredths feet (135.34') to an iron pipe;

thence in an arc having a radius of thirty-five feet (35') a distance of forty-five and sixty-six hundredths feet (45.66') to an iron pipe;

thence in an arc having a radius of sixty feet (60') a distance of one hundred nineteen and eighty-five hundredths feet (119.85') to an iron pipe;

thence South three degrees twenty-five minutes twenty seconds West (S 03° 25' 20" W) thirty-six and eighty-two hundredths feet (36.82') to an iron pipe;

thence South fourteen degrees thirty-seven minutes twenty seconds West (S 14° 37' 20" W) one hundred seventy-five and ninety hundredths feet (175.90') to an iron pipe;

thence South eleven degrees thirty minutes thirty seconds West (S 11° 30' 30" W) one hundred sixteen and eighty-seven hundredths feet (116.87') to an iron pipe;

BK 1937 PG 0276

thence North eighty-two degrees thirty-three minutes fifty seconds West (N 82° 33' 50" W) fifty and thirteen hundredths feet (50.13') to a drill hole in a stone wall at land of Highland Links Colony;

thence North eleven degrees thirty minutes thirty seconds East (N 11° 30' 30" E) one hundred thirty-two and twenty-eight hundredths feet (132.28') along a stone wall to a drill hole;

thence North thirteen degrees thirty-seven minutes fifty seconds East (N 13° 37' 50" E) one hundred two and twenty-eight hundredths feet (102.28') along a stone wall;

thence North fourteen degrees thirty-seven minutes twenty seconds East (N 14° 37' 20" E) seventy-nine and thirteen hundredths feet (79.13') along a stone wall to the end thereof;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) eighty-two feet (82.00') to an iron pipe;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) fifty feet (50.00') to an iron pipe;

thence North three degrees twenty-five minutes twenty seconds East (N 03° 25' 20" E) two hundred seventy-seven and ninety-nine hundredths feet (277.99') to a stone post;

thence North two degrees ten minutes ten seconds East (N 02° 10' 10" E) one hundred seventy-seven and sixty-one hundredths feet (177.61') to a stone post being the bound of beginning.

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## Exhibit B – Allocation of Percentage of Undivided Interest

Reproduced from the Twenty-First Amendment to the Declaration of Condominium for Highland Links Colony—A Condominium, dated December 19, 2001, and recorded in the Grafton County Registry of Deeds at Book 2613, Pages 0389–0396. This was the declarant's final recorded allocation of Percentage Interest, reflecting the completion of all Units in the Condominium.

This reproduction is provided for reference only. The original recorded document remains the controlling source for legal purposes.

Note: Certain Exhibits from the original 1990 Declaration and its Amendments, including sample deeds and outdated appendices deemed to no longer be relevant have been omitted from this revised Declaration.

024580 2001 DEC 19 AM 8:19 BK2613 PG0389  
GRAFTON COUNTY  
REGISTRY OF DEEDS

TWENTY-FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM FOR  
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 19<sup>th</sup> day of December, 2001, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for

JOHN J. MCCORMACK - ATTORNEY AT LAW - ASHLAND, NEW HAMPSHIRE 03217





HIGHLAND

BK2613 PG0390

Twenty-First Amendment

Page 2

Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2613 PG0391

Twenty-First Amendment

Page 3

Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); a certain **Seventeenth Amendment** thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"); a certain **Eighteenth Amendment** thereto, dated July 18, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2561, Page 545



BK2613 PG0392

Twenty-First Amendment

Page 4

(hereinafter referred to as the "Eighteenth Amendment"); a certain **Nineteenth Amendment** thereto, dated August 2, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2567, Page 108 (hereinafter referred to as the "Nineteenth Amendment"); a certain **Twentieth Amendment** thereto, dated August 10, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2570, Page 265 (hereinafter referred to as the "Twentieth Amendment"), together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan

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depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, together with a certain floor plan depicting Units 8 and 9 which is recorded in said Registry as **Plan No. 10307**, together with a certain floor plan depicting Unit 18 and Unit 19 which is recorded in said Registry as **Plan No. 10324**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 19** is depicted upon certain floor plans previously recorded in said Registry as **Plan No. 10324**, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, has recorded the aforesaid "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 19**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 19** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2613 PG0394

Twenty-First Amendment

Page 6

1. That **Unit 19** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Seventeenth Amendment, Eighteenth Amendment, Nineteenth Amendment, and Twentieth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Twentieth Amendment, shall be further amended as follows:

**"SCHEDULE A**

**Allocation of Percentage of Undivided Interest**

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
1	14	\$117,125.00	3.24%
2	16	\$125,275.00	3.46%
3	11	\$104,900.00	2.90%
4	11	\$104,900.00	2.90%
5	16	\$125,275.00	3.46%
6	12	\$108,975.00	3.01%
7	12	\$108,975.00	3.01%
8	12	\$108,975.00	3.01%
9	12	\$108,975.00	3.01%
10	10	\$100,825.00	2.79%
11	9	\$ 96,750.00	2.68%
12	3	\$103,250.00	2.86%
13	2	\$100,000.00	2.76%
14	4	\$106,500.00	2.94%
15	2	\$100,000.00	2.76%

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2613 PG0395

Twenty-First Amendment

Page 7

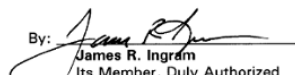
16	2	\$100,000.00	2.76%
17	2	\$100,000.00	2.76%
18	12	\$108,975.00	3.01%
19	9	\$ 96,750.00	2.68%
20	3	\$103,250.00	2.86%
21	1	\$ 96,750.00	2.68%
22	3	\$103,250.00	2.86%
23	2	\$100,000.00	2.76%
24	3	\$103,250.00	2.86%
25	2	\$100,000.00	2.76%
26	1	\$ 96,750.00	2.68%
27	2	\$100,000.00	2.76%
28	14	\$117,250.00	3.24%
29	11	\$104,900.00	2.90%
30	13	\$113,050.00	3.13%
31	14	\$117,125.00	3.24%
32	13	\$113,050.00	3.13%
33	12	\$108,975.00	3.01%
34	13	\$113,050.00	3.13%
TOTAL:			100.00%

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 17th day of December, 2001.

  
Witness

MOUNTAIN RIVER  
DEVELOPMENT ASSOCIATES, L.L.C.

By:   
James R. Ingram  
Its Member, Duly Authorized



HIGHLAND

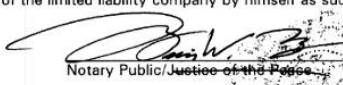
BK2613 PG0396

Twenty-First Amendment

Page 8

STATE OF NEW HAMPSHIRE )  
GRAFTON ) ss. December 17<sup>th</sup> 2001.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

**BRIAN W. RAY, Notary Public**  
My Commission Expires April 23, 2004

D:\C:\WPWIN60\WPDOCS\DECLAR\AMEND\HIGHLN21]

  
GRAFTON COUNTY REGISTRY OF DEEDS

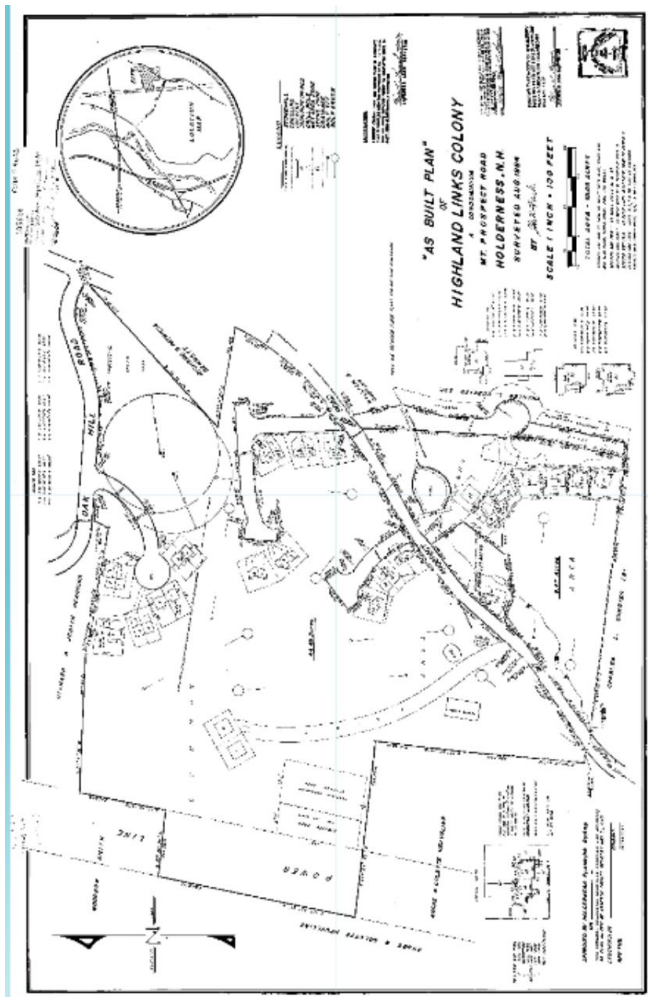
JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

## Exhibit C – “As Built” Site Plan and Floor Plans

Site Plan showing Limited Common Areas and Floor Plans with horizontal and vertical boundaries.

This Exhibit includes Plan #9603, the Site Plan for the Condominium, as filed with the Grafton County Registry of Deeds on April 5, 1999.

Also included is a comprehensive table of Unit-specific plan filings spanning 1984–2001.







### ***Table of Filed Unit Plans***

The following table summarizes Unit-specific plans recorded with the Grafton County Registry of Deeds as part of the Highland Colony Condominium development. This list is provided for reference.

Unit #	Plan #	Date	Address
14	2978 [page 2]	1984-08-31	31 Muirfield Ln.
23	3628	1985-08-12	13 Muirfield Ln.
22	3465	1986-07-11	13 Muirfield Ln.
26	3465 [page 2]	1986-07-11	3 Muirfield Ln.
24	3644	1986-09-10	13 Muirfield Ln.
15	3698	1986-10-01	31 Muirfield Ln.
17	4537	1987-09-23	9 Troon Terrace
27	4787	1987-10-22	3 Muirfield Ln.
12	4724	1987-11-24	30 Muirfield Ln.
20	4719	1987-11-24	3 Troon Terrace
21	4878	1988-03-01	3 Troon Terrace
16	5774	1989-08-21	9 Troon Terrace
25	5878	1989-10-30	7 Muirfield Ln.
13	7074	1991-11-08	30 Muirfield Ln.
34	8488	1995-12-22	3 Springer Ln.
33	8655	1996-10-15	5 Springer Ln.
14 Sunporch	8672	1996-12-12	31 Muirfield Ln. Sunporch
31	8673	1996-12-12	8 Highland View Ln.
29	9431	1998-11-24	4 Highland View Ln.
10	9449	1999-03-17	13 Fairway Dr.
11	9449	1999-03-17	13 Fairway Dr.
30	9455	1999-04-05	6 Highland View Ln.
5	9471	1999-06-11	24 Fairway Dr.
32	9473	1999-06-28	10 Highland View Ln.
3	9773	1999-11-17	23 Fairway Dr.
4	9773	1999-11-17	23 Fairway Dr.
25 Sunporch	9773	1999-11-17	7 Muirfield Ln. Sunporch
28	9816	2000-02-22	2 Highland View Ln.
6	9949	2000-03-09	19 Fairway Dr.
7	9949	2000-03-09	19 Fairway Dr.
1	9863	2000-10-06	41 Wedgewood Dr.
2	9870	2000-11-03	43 Wedgewood Dr.
8	10307	2001-07-19	18 Fairway Dr.
9	10307	2001-07-19	18 Fairway Dr.
18	10324	2001-08-02	7 Troon Terrace
19	10324	2001-08-02	7 Troon Terrace

## **Exhibit D – Bylaws of Highland Colony Homeowner Association**

The Highland Colony Homeowner Association Bylaws are Included as part of this joint submission and incorporated by reference into the Declaration of Condominium pursuant to [RSA 356-B:35](#).

draft



### **Exhibit E – Declarant’s Warranty Deed (Reference Only)**

The Declarant conveyed Condominium Units by warranty deed recorded at the Grafton County Registry of Deeds, Book 1937, Page 278. That deed incorporated provisions consistent with the Declaration in effect at the time of recording, including the granting of easements and ownership of an Undivided Interest in the Common Area.

This Exhibit is included for historical reference only and does not form a governing part of this Declaration. All current easement rights, ownership interests, and restrictions are as set forth herein.

draft

## **Exhibit F – Dearborn-to-Krypton Deed (Historical Reference)**

### **Content:**

The land submitted to Condominium ownership by the Declarant was acquired by deed from Richard A. Dearborn and Judith J. Dearborn, dated October 7, 1985, and recorded in the Grafton County Registry of Deeds at Book 1937, Page 281.

This deed includes:

- A description of Lot 1, as shown on the John R. French plan of August 1984.
- Easements and covenants still applicable to Highland Colony.
- A “Protective Green Area” shown on the Site Plan.
- Rights-of-way and utility easements granted to public utility companies.
- Reference to the prior chain of title from Smiths and Pulsifer.

This Exhibit is provided for historical context. Its provisions are incorporated into this Declaration only to the extent they affect the current governance, property rights, or restrictions as described in Article II.6.



### **Exhibit G – Easements for Currier Land (Historical Reference)**

The Declarant acquired an easement for access to and from the submitted land across property formerly owned by the Currier family, pursuant to:

- An easement deed from Lynn A. Currier, Michael D. Currier, and Steven D. Currier to Krypton Corporation, dated April 3, 1985, and recorded at Grafton County Registry of Deeds, Book 1937, Page 287.
- A fiduciary deed from Lloyd W. Hawkensen, Executor of the Estate of Francis F. Currier, dated April 3, 1985, and recorded at Book 1937, Page 290.

These deeds grant a permanent easement approximately fifty (50) feet wide, as shown on the Site Plan entitled *Highland Links Colony, A Condominium*, surveyed by John R. French, August 1984.

This easement, depicted in the Site Plan included in Exhibit C (*“As Built” Site Plan and Floor Plans*), originally provided ingress and egress over adjacent land formerly owned by the Currier family.

**However, since the Town of Holderness has assumed ownership and maintenance of Currier Field Road as a public way, the practical need for this easement has become moot.**

The recorded easement remains on file and may still be enforceable under certain circumstances. The Association retains the right to enforce the easement if necessary, and use of the easement area shall remain subject to applicable laws and the terms of the recorded deeds.

## **Exhibit H – Historical Warranty Deed (Reference Only)**

A deed recorded at Grafton County Registry of Deeds, Book 1937, Page 294 (March 22, 1985) conveys land from “Marsha B. Pine and Richard V. Bergren [Sue H. Bergren] to Joseph L. and Deloris Clark; proposed deed from Marcia B Pine and Richard V. Bergren [Sue H. Bergren] to Krypton Corporation.” The deed includes a reservation of water rights and access to a well located behind the dwelling house on the conveyed premises.

This deed is not known to affect the land or water system currently serving the Condominium but is included here for historical reference. The property referenced may have been part of prior operations such as the former golf course or related improvements and does not appear to be located near the Condominium’s current well system.

This Exhibit does not form a governing part of this Declaration and is incorporated by reference solely for historical and legal continuity.



## Exhibit I – Highland Colony Dam Status (Historical Reference)

Registration of a new dam:  
Grafton County Registry of Deeds  
B:1551 P:831 (July 11, 1985)

Registration of an existing dam:  
Grafton County Registry of Deeds  
B:1555 P:743 (August 6, 1985)

ORDER . 118.11  
REGISTRATION OF A NEW DAM  
(RSA 482:3-7)

NEW HAMPSHIRE WATER RESOURCES BOARD  
37 PLEASANT STREET  
CONCORD, NEW HAMPSHIRE 03301

At a meeting of the New Hampshire Water Resources Board (the Board) held on September 27, 1985, the Board voted affirmatively as follows:

WHEREAS, Highland Links Colony has filed with the Board on September 17, 1985, an application for approval to construct a new dam across a no name waterbody in the town of Holderness in Grafton County, New Hampshire; and

WHEREAS, the Board has considered the application and finds that if said structure is constructed in accordance with plans and specifications provided with said application and accepted construction standards and is properly maintained it would not be a menace to public safety; now therefore

IT IS ORDERED that the application be and is approved and said dam is hereby registered and authorized subject to the following terms and conditions:

1. The dam shall be constructed in accordance with the approved plans and specifications and the dam shall be properly operated and maintained at all times in compliance with the provisions of Revised Statutes Annotated Chapter 482.
2. The construction of this dam must be completed no later than two years from the date of issuance of this order. A new application must be filed after this time period expires.
3. Registration of the dam by the Board does not relieve the owner from meeting the requirements of public safety or other provisions of law.
4. Registration of the dam by the Board does not convey a property right or authorize any injury to property or invasion of other rights.

NEW HAMPSHIRE WATER RESOURCES BOARD  
By Robert F. Downing  
ROBERT F. DOWNING, CHAIRMAN  
DATE: October 13, 1985

Received and recorded: October 21, 1985 8:30 A.M.  
*Barbara A. Wood, Registry* 1567 503

ORDER NO. 118.12  
REGISTRATION OF AN EXISTING DAM  
(RSA 482:3-7)

NEW HAMPSHIRE WATER RESOURCES BOARD  
37 PLEASANT STREET  
CONCORD, NEW HAMPSHIRE 03301

At a meeting of the New Hampshire Water Resources Board (the Board) held on July 26, 1985 the Board voted affirmatively as follows:

WHEREAS, Highland Links Colony has filed with the Board on June 24, 1985 an application for approval of an existing dam across an unnamed brook in the town of Holderness in Grafton County, New Hampshire; and

WHEREAS, the Board has considered the application and finds that if said dam is properly maintained it would not be a menace to public safety; now therefore

IT IS ORDERED that the application be and is approved and said dam is hereby registered and authorized subject to the following terms and conditions:

1. The dam shall be operated and maintained in compliance with the provisions of Revised Statutes Annotated Chapter 482.
2. Registration of the dam by the Board does not relieve the owner from meeting the requirements of public safety or other provisions of law.
3. Registration of the dam by the Board does not convey a property right or authorize any injury to property or invasion of other rights.

NEW HAMPSHIRE WATER RESOURCES BOARD  
By Robert F. Downing  
ROBERT F. DOWNING, CHAIRMAN  
DATE: August 6, 1985

Received and recorded: August 12, 1985 8:30 A.M.  
*Barbara A. Wood, Registry* 1555 743

## Exhibit I: Highland Colony Dam Status and Records (continued)



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



September 9 2009

MR DAVID MORIARTY  
MORIARTY MANAGEMENT COMPANY INC  
PO BOX 780  
CAMPTON NH 03223-0780

Re:  
DAM# 118.12. HIGHLAND LINKS DAM in HOLDERNESS

Dear Dam Owner:

In response to recent changes in the New Hampshire law defining a dam, as it relates to the jurisdiction of the New Hampshire Department of Environmental Services, it has been determined that your dam, as referenced above, is now exempt from future regulation related to dam safety. This exemption, which becomes effective on September 11, 2009, is due to the fact that your structure has a maximum height of less than 6 feet. The exact language of the amended statute is reproduced below.

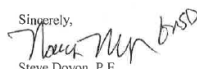
*RSA 482:2 II (a) "Dam" means any artificial barrier, including appurtenant works which impounds or diverts water and which has a height of 6 feet or more, or is located at the outlet of a great pond. A roadway culvert shall not be considered a dam if its invert is at the natural bed of the water course, it has adequate discharge capacity, and it does not impound water under normal circumstances. Artificial barriers which create surface impoundments for liquid industrial or liquid commercial wastes, septage, or sewage, regardless of height or storage capacity shall be considered dams.*

If at some time in the future you plan to reconfigure your dam to meet any of the criteria of the amended definition you will once again be subject to the statutes and administrative rules pertinent to dams and dam safety, so please contact our office for appropriate guidance. Being exempt from dam related rules does not preclude you from following the applicable requirements of other state programs or local regulations. It is recommended that you continue to exercise good maintenance and operations practices for this structure, including consulting with qualified consultants, contractors or other professionals when considering repairs or alterations.

The correspondence file for this structure will be retained and labeled as "exempt" in the inactive section of the Dam Bureau's file storage area. You may visit us at any time to view or copy the contents of the file.

If you have any questions, please contact the Dam Safety & Inspection Section of the Dam Bureau at 603-271-3406 or write to us at the address noted below. Our normal business hours are from 8:00 a.m. through 4:00 p.m., Monday through Friday.

Sincerely,

  
Steve Doyon, P.E.  
Administrator  
Dam Safety Section

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)  
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095  
Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735-2964





### Exhibit I: Highland Colony Dam Status and Records (continued)

The Highland Colony Condominium property originally contained two small dam structures, registered with the New Hampshire Department of Environmental Services (NHDES) as **Dam Nos. D118011 and D118012**. Deed records filed with the Grafton County Registry of Deeds in the 1980s (reproduced above) document their presence within the property boundaries. [Extensive records, identified by their official numbers, are available from the NHDES Dam Bureau.]

Prior to their declared “exempt” status, Highland Colony was responsible for these dams under [RSA 482:11-a](#) *Duty of Owner*.

**However**, as of September 9, 2009, there have been no dams on the Highland Colony property subject to active regulation. No formal inspection, maintenance, engineering oversight, or emergency action planning obligations exist unless the structures are materially altered or expanded in the future.

Although the dam structures themselves are exempt from dam safety regulation, any future activities involving dredging, filling, or modifications affecting the streambed, wetlands, or watercourse may require a Wetlands Permit under [RSA 482-A](#). Such work must be reviewed and authorized through the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau before proceeding.

Unit Owners are prohibited from altering, modifying, obstructing, or damaging the dam structure, stream, or surrounding areas without prior Board approval. Unauthorized actions may result in liability for any resulting damage or required remediation.

#### History:

##### **Dam No. D118012:**

In 2009, changes to New Hampshire law ([RSA 482:2, II](#)) raised the minimum size for jurisdictional dams from 4 feet to 6 feet. As a result, Dam No. D118012, with a maximum height of approximately 4.5 feet, was formally exempted from dam safety regulation effective September 11, 2009. A letter dated September 9, 2009, from NHDES [reproduced above] confirmed this exemption.

##### **Dam No. D118011:**

D118011 was reconfigured between 2017 and 2018 and is no longer classified as a jurisdictional dam under state law.

The Association recognizes the historical presence of these structures and may, at its discretion: monitor the general condition of the dam and stream area; conduct minor maintenance (such as debris clearing) to ensure aesthetic or safety standards; or consult qualified professionals if significant changes or repairs are ever considered.

## Exhibit J:-New Hampshire Electric Cooperative Easement

(Grafton County Registry of Deeds B:1556 P:607)

W.O. 112306

(8/75)

### RIGHT OF EASEMENT

I/we Highland Links Colony of \_\_\_\_\_  
State of \_\_\_\_\_ (Unmarried) (Husband and Wife) for consideration paid,  
grant to the NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC., RFD #2 TENNEY MOUNTAIN HIGHWAY  
PLYMOUTH, NEW HAMPSHIRE 03264, a New Hampshire corporation, and the  
New Eng. Tel. & Tel. Co., 185 Franklin St., Boston, Ma. 02107

(PRINT OR TYPE FULL NAME AND ADDRESS)

a New York corporation, their respective successors and assign forever, with warranty  
covenant, the RIGHT and EASEMENT to construct, repair, operate, maintain, patrol, replace, and remove  
overhead and underground lines consisting of wires, cables, ducts, poles and other apparatus necessary for the  
transmission and distribution of electricity and/or telephone service on, over, and under my/our land in New  
Hampshire, more particularly described as follows:

Land in the city/town of \_\_\_\_\_ Holderness \_\_\_\_\_ county of Grafton on the \_\_\_\_\_  
side of \_\_\_\_\_ bounded northerly by land of \_\_\_\_\_  
southerly by land of \_\_\_\_\_, easterly by land of \_\_\_\_\_  
and westerly by land of \_\_\_\_\_

Blanket easement for subdivision known as "Highland Links Colony", Mt. Prospect Road in  
Holderness, N.H. Primary and secondary service lines. Easement to be reserved along and  
within twelve (12) feet of all side and rear lot lines. Overhead right of way to be  
thirty (30) feet, fifteen (15) feet either side; underground will be twenty (20) feet  
ten (10) feet either side of buried cables. In the event it becomes necessary to disturb  
the pavement above underground conductors for maintenance purposes, Highland Links Colony,  
directors, successors, or assigns will be responsible for replacement of same. (Pole  
location to be marked by survey.)

This conveyance shall include the right to clear and keep clear a right-of-way of all trees and undergrowth  
such means as the grantee may select.

The location of said right-of-way shall be determined by mutual consent and become permanent upon  
installation of said lines.

The width of the right-of-way clearing shall not exceed \_\_\_\_\_ As above \_\_\_\_\_ feet. Necessary  
wires and anchors may be located beyond the cleared area.

The grantor shall continue to enjoy use of the property for any purposes not adverse to the grantee's rights.  
Planting of trees, building of structures, or storage of lumber and/or other materials within the grantee's right-  
of-way shall not be undertaken without the grantee's knowledge and consent. The grantee agrees to make  
reasonable modification of the lines within the grantor's property at the grantor's expense to accommodate  
future needs of the grantor in the use of his property.

The grantor(s) release to the grantee(s) all rights and dower/curtesy, homestead, and other interests in the  
rights and easements hereby conveyed.

Witness my/our hand(s) and seal(s) this 24th day of June, 1985

#### WITNESSES

Elizabeth J. Swierall  
ELIZABETH J. SWIERALL  
(Printed or typewritten copy of signature)

#### GRANTORS' SIGNATURES

William J. Crane  
WILLIAM J. CRANE  
(Printed or typewritten copy of signature)

(Printed or typewritten copy of signature)

(Printed or typewritten copy of signature)

STATE OF NEW HAMPSHIRE

County of GRAFTON

"CONSIDERATION LESS THAN \$100"

On this 24th day of June, 1985, before me the undersigned officer, personally appeared \_\_\_\_\_  
William J. Crane known to me (or satisfactorily proven) to be the person(s) whose name(s)  
above subscribed to the within instrument that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

4-13-87  
(My Commission Expires)

Elizabeth J. Swierall  
(Notary Public - Justice of the Peace)

Received and recorded: August 19, 1985 8:30 A.M.

Charles A. Wood, Registrar

1556

607



draft

**Appendix A: RSAs Cited in the Text:**

<b>RSA</b>	<b>Title</b>
356-B	Condominium Act
356-B:6	Eminent Domain
356-B:16	Contents of Declaration
356-B:17	Allocation of Interests in the Common Areas
356-B:19	Assignments of Limited Common Areas
356-B:20	Contents of the Site Plans and Floor Plans
356-B:34	Termination of Condominium
356-B:34-a	Division of Condominium
356-B:35	Contents of the Bylaws
356-B:37	Meetings
356-B:38	Quorums
356-B:39	Voting
356-B:40	Members of the Board of Directors and Officers
356-B:40-c	Adoption of Budgets and Special Assessments
356-B:41	Upkeep of the Condominium
356-B:43	Insurance
356-B:45	Liabilities for Common Expenses
356-B:46	Lien for Assessments
356-B:58	Resale by Purchaser
RSA 292	Voluntary Corporations and Associations
RSA 479:25	Sale Under the Power



## Appendix B: Cross-Reference – RSA 356-B:16 and Declaration Compliance

The following table cross-references the required contents of a condominium declaration under RSA 356-B:16 with the corresponding locations in the Highland Colony Declaration.

<b>RSA 356-B:16 Requirement</b>	<b>Location in Declaration</b>	<b>Notes</b>
<i>(a) Name of the Condominium</i>	I.2-200	Clearly states: "Highland Colony, A Condominium"
<i>(b) Town/City and County</i>	I.2-300	Holderness, Grafton County, NH
<i>(c) Legal description by metes and bounds</i>	<b>Exhibit A</b>	Referenced in I.2-300
<i>(d) Description of unit boundaries</i>	II.3-100 through II.3-102	Horizontal and vertical boundaries clearly defined
<i>(e) Description of limited common areas</i>	II.2-100 through II.2-300	Designations and assignment methods described
<i>(f) Future assignments of LCAs from convertible land</i>	N/A	No convertible land declared; not applicable
<i>(g) Allocation of interest in common areas</i>	I.3-100; II.4-100; <b>Exhibit B</b>	Percentages set forth in Exhibit B from 21st Amendment
<i>(h) Statement of purposes and use restrictions</i>	I.2-100; IV.4	Residential purpose: leasing and commercial use restrictions included
<i>(i) Procedure after casualty damage</i>	III.4	Rebuild, terminate, or distribute proceeds under specific thresholds
<i>(j) Other appropriate matters</i>	Entire Declaration	Includes governance, Assessments, insurance, maintenance, enforcement, etc.

## INDEX

- alterations ..... See modifications
- amendments ..... 84
  - to bylaws ..... 84
  - to declaration..... 84
- assessments
  - allocation ..... 50
  - common expenses ..... 4
  - delinquency ..... 53
  - due dates..... 52
  - fees, interest ..... 52
  - non-exemption..... 51
  - obligation to pay ..... 51
  - special..... 13, 50
  - special terms ..... 52
  - specific..... 45, 72, 73, 76
- assistance animals ..... 31
- bedrooms..... See septic systems
- board of directors ..... 17
  - compensation prohibition ... 19
  - conflict of interest ..... 19
  - expenditure limit ..... 18
  - fiduciary duty ..... 18
  - indemnification ..... 84
  - limitation of liability ..... 84
  - powers and duties ..... 18
  - primary responsibility ..... 17
  - qualifications ..... 17
  - removal ..... 19
  - withdrawal of consent ..... 38
- boats ..... See storage
- boundaries . See limited common area
- bylaws ..... 13
- capital expenditures ..... 4, 54
- chimney inspection..... 37
- collections policy..... 53
- commercial use
  - home based business..... 12
  - restrictions ..... 12
- common area ..... 26
  - acceptable uses..... 28
  - oversight..... 12
  - ownership ..... 12
  - prohibited uses ..... 28
- common expenses... 5, 41, 50, 85
- contractors . 74, *See also* work by unit owner
  - insurance requirements ..... 74
- conveyance ..... 14
  - financial obligations ..... 15
  - foreclosure exemption ..... 16
  - notification requirement ..... 14
  - transfer restrictions ..... 14
- damage or destruction ..... 61
- deed in lieu of foreclosure ... 6, 16
- doors ..... 39
  - storm doors ..... 68
- easements ..... 43, 45
  - Currier land..... 46
  - modification..... 44
  - obstruction ..... 44
- eminent domain ..... 83
- encroachments ..... 39
- entry, right of ..... 44, 72
  - owner responsibility ..... 73
- environmental & energy
  - upgrades ..... 79
  - funding and oversight..... 79



owner participation.....	80
shared initiatives .....	80
EV charging stations .....	42, 79
exclusive use 33, 34, 35, See also	
limited common area,	
ownership	
definition .....	6
ownership.....	33
fees..... See assessments	
first mortgagees .....	64
priority .....	65
garage doors.....	39
grounds maintenance .....	70
association responsibilities.	71
owner responsibilities .....	70
insurance .....	37, 55
casualty .....	55
D&O .....	57
financial crimes.....	57
fire and property .....	56
HO-6.....	60
if cost exceeds coverage .....	61
liability.....	56
master policy deductible.....	37
non-contributory clause.....	60
notification of changes.....	60
risk management.....	56
tenant requirement.....	59
unit owner deductible .....	57
unit owner responsibility .....	58
waiver of subrogation.....	60
workers compensation .....	59
leasing .....	77
limitations.....	79
minimum lease period .....	77
owner responsibility.....	77
reporting requirement .....	77
required renter's insurance .	77
restrictions.....	77
liens .....	52
automatic .....	52
foreclosure authority .....	52
limited common area .....	33
boundaries.....	33
elements.....	34
ownership .....	33
uses and restrictions .....	34
zoning ordinance .....	34, 36
maintenance .....	68
association responsibility....	69
failure to maintain .....	72
owner responsibility.....	68
managing agent .....	18
definition .....	7
fidelity insurance .....	57
hired by board .....	18
insured by association .....	56
reporting infractions .....	33
service of process.....	20
workers compensation .....	59
meetings .....	20
annual HOA.....	20
homeowner association.....	20
open to members .....	20
quorum.....	21
remote.....	21
required notice .....	20
Robert's Rules .....	22
special.....	20
modifications .....	32, 35
board authority.....	32
disclosure to buyer .....	36
emergency .....	32
expansion .....	35
insurance.....	37
owner maintenance .....	35
owner responsibility.....	35
required approval .....	35
safety or code violations .....	36
unauthorized.....	32, 35
mortgagee rights .....	64
notices	
to board or association .....	23
to unit owners .....	22
noxious or offensive behavior..	28
OTARD .....	41, 43
percentage of interest .....	13
percentage of ownership	

allocation .....	40	:46 Lien for Assessments....	16
protective green area .....	45, 112	:46 Lien for Assessments ...	51, 52, 58
resale certificate .....	8, 15	:46 Liens .....	15
reserve fund .....	54	:58 Resale by Purchaser...	8, 15
financial management .....	55	RSA 479:25 Sale Under Powers	52
financial strategies .....	54	rules and regulations.....	8, 31
funding .....	54	satellite dishes .....	41, 42
reporting .....	55	security cameras .....	34, 42
use .....	54	security systems.....	42
RSA 292		septic systems	
Voluntary Corporations and		responsibility for.....	70
Associations.....	17	service of process.....	19
RSA 356-B		snowmobiles.....	See storage
:00 Condominium Act .....	4	special assessment .....	9
:06 Eminent Domain .....	83	special assessments	
:16 Contents of Declaration	38	notifying first mortgages.....	51
:17 Allocation of Interests in		specific assessment .....	9
the Common Area .....	40	storage.....	31
:19 Assignment of Limited		storm drainage .....	43
Common Area .....	35	termination of condominium ..	63
:20 Contents of the Site Plans		distribution of proceeds.....	64
and Floor Plans .....	38	trailers .....	See storage
:34 Termination of		unbudgeted expenditures.....	10
Condominiums.....	10	units	
<del>:34-a Division of</del>		boundaries .....	38
Condominiums .....	61	garage boundaries.....	38
:35 Contents of the Bylaws....	4	owner responsibilities.....	39
:37 Meetings .....	20, 84	ownership.....	39
:37 Voting.....	21	values.....	40
:38 Quorums .....	21	value.....	10, 11, 40
:39 Voting.....	16	voting.....	16
:40 Adoption of Budgets and		board authority.....	17
Special Assessments .	17, 19	methods .....	16
:40-c Adoption of Budgets and		proxy and absentee .....	16
Special Assessments .....	54	rights of owners.....	16
:41 Upkeep of the		windows.....	39
C Condominium .....	68	work by unit owner .....	75
:41 Upkeep of the		association indemnification	76
Condominium.....	72, 74	liability for property damage	76
:43 Insurance .....	55, 57, 74		
:45 Liabilities for Common			
Expenses.....	50, 58, 72, 74		





draft

## Appendix C: 1990 Declaration of Highland Links Colony;

This is the current Declaration as of 2025. Exceptions are a) an amendment requiring member to pay 1/2 of the cost of window replacements; b) an amendment requiring members to pay all of the cost of window replacements; and, c) an amendment officially changing the name from Highland Links Colony to Highland Colony.

HIGHLAND LINKS COLONY  
HOLDERNESS, NEW HAMPSHIRE  
October 7, 1990

### Agreement to Amend the Declaration, Bylaws and Public Offering Statement

The homeowners, members of the Homeowners Association at Highland Links Colony, have voted by a greater than two-thirds majority to amend the original Declaration, Bylaws and Public Offering Statement in accordance with RSA 356-B:34.

These amended documents which follow shall replace all prior documents and shall be recorded at the Grafton County Registry of Deeds. The prior recording was made on October 16, 1988 and is to be found in Book 1566 Pages 793 through 870 Grafton County Registry of Deeds.

Nolan M. Clark  
HLC Treasurer

Allan R. Brown  
HLC President

I, Nancy W. Conklin, hereby certify that the amended documents which follow were ratified by a vote of greater than two-thirds majority of the members of the Homeowners association.

Nancy W. Conklin  
HLC Secretary

State of New Hampshire  
Grafton County

On this the 7th day of October, 1990, the above named

Delores M. Clark, Allan R. Brown, and

Nancy W. Conklin, officers of the Highland Links Colony Homeowners Association and satisfactorily proven to be so before me, swore before me that the foregoing instrument is true to the best of their knowledge and belief.

David L. Kent  
David L. Kent, Justice of the  
Peace

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See PL 1936 PL 909  
" " 1937 " 269



Lu BL 2174 Pg 801  
Lu " 2174 Pg 745  
" " 2222 Pg 437  
" " 2231 Pg 858  
" " 2246 Pg 852  
" " 2357 Pg 373  
" " 2380 Pg 11  
" " 2402 Pg 508

DECLARATION OF CONDOMINIUM  
FOR  
HIGHLAND LINKS COLONY, A CONDOMINIUM

THIS DECLARATION is made this 22nd day of March, 1985, and revised in June, 1990, by KRYPTON CORPORATION, a New Hampshire corporation with a mailing address of RFD 3, Box 213, Plymouth, New Hampshire 03264 (hereinafter sometimes called the "Declarant"), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA Chapter 356-B (hereinafter sometimes called the "Act");

WHEREAS the Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Mt. Prospect Road in Holderness, Grafton County, New Hampshire, on which it purposes to construct certain buildings containing a total of thirty-four (34) separate, living units with parking areas, to a condominium project known as HIGHLAND LINKS COLONY, A CONDOMINIUM (hereinafter sometimes called "The Condominium"); and

WHEREAS the Declarant intends to sell and convey condominium units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvements of The Condominium for the benefit of all of said condominiums and the future owners thereof;

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the condominiums and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of The Condominium as a whole and to mutually benefit each of the servitudes upon each of said condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in and of said condominium units, including the Declarant, and their grantees, heirs, devisees, successors, and assigns, and shall deem to run with the land and be a burden and benefit to all such persons, including Declarant, their grantees, heirs, devisees, successors, and assigns.

ARTICLE 1, DEFINITIONS

1-100 Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:

6/90

BK 1883 Pg 0666

Highland Links Colony Documents Page 2

- 1-101 "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102 "Additional Land" means all of the land which, subject to the provisions of the Condominium Act and the provisions hereof, may be added to the Condominium.
- 1-103 "Assessment" means that portion of the cost of maintaining, improving, repair, and managing the property which is to be paid by each unit owner.
- 1-104 "Association" or "Association of Owners" or "Homeowners Association" means the unit owners acting as a group in accordance with the Act, the Declaration, and the Homeowners Association By-Laws.
- 1-105 "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration or by By-Laws of the Homeowners Association as the governing body of said Homeowners Association.
- 1-106 "Building" means all of the structures containing units located on the property subject to this condominium.
- 1-107 "Homeowners Association By-Laws" means the instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Homeowners Association.
- 1-108 "Common Area" means all that portion of the Condominium, other than the units, and is more particularly described in Chapter 2-4000 hereof. Common Area includes Limited Common Area.
- 1-109 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Homeowners Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.
- 1-110 "Common Profits" means all income collected or accrued by or on behalf of the Homeowners Association, other than income derived from special assessments against individual units as provided for in Paragraph 2-702, Chapter 5-100, Chapter 7-100, Chapter 18, or Chapter 14 hereof.
- 1-111 "Condominium" means the real property and any interests therein described in Exhibit A hereof.
- 1-112 "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:
- Exhibit A - a legal description of the real property subjected to this Declaration. Also included within

6/90

BK1883 PG0667



Highland Links Colony Documents Page 3

the scope of Exhibit A are the following surveyor's and engineer's plans:

Highland Links colony, A Condominium, Mt. Prospect Road, Holderness, N.H., Surveyed August 1984, by John R. French, Revised March 1985; and as later amended and revised and recorded on August 1, 1989 as Plan # 5747, Grafton County Registry of Deeds.

Exhibit B - By-Laws of Highland Links Colony Association, Residency Regulations, Recreation Facility Regulations.

Exhibit C - Condominium Warranty Deed.

Exhibit D - Deed from Richard and Judith Dearborn to Krypton Corporation.

Exhibit E - Assignment of undivided interest in the Common Area of the Condominium.

Exhibit F - Easement Deed from Lynn Currier, Michael D. Currier and Steven D. Currier to Krypton Corporation.

Exhibit G - Deed from Marcia B. Pine and Richard V. Bergren to Joseph and Deloris Clark; proposed deed from Marcia B. Pine and Richard V. Bergren to Krypton Corporation.

- 1-113 "Condominium Rules": means such Residency Regulations as the Homeowners Board from time to time may adopt relative to the use of The Condominium, or any part hereof.
- 1-114 "Condominium Unit" means a unit together with the undivided interest in the common area pertaining to that unit.
- 1-115 "Declarant" means Krypton Corporation, a New Hampshire Corporation, with a place of business in Plymouth, New Hampshire, and with a mailing address of RFD 3, Box 213, Plymouth, New Hampshire 03264, or its successors or assigns.
- 1-116 "Declaration" means this instrument.
- 1-117 HIGHLAND LINKS COLONY, A CONDOMINIUM, means the premises described in Exhibit A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-118 "Institutional Lender" means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the ongoing entities.

BK 183 Pe 0668

- 1-119 "Limited Common Area" means a portion of the common area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.
- 1-120 "Manager" means the person designated by the Homeowners Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by the Homeowners Board in accordance with the provisions of the Declaration and the By-Laws.
- 1-121 "Share" means the assigned, undivided interest in and to the Common Area attributed to each unit as set forth in Chapter 2-600.
- 1-122 "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-123 "Unit" means a portion of The Condominium designated and intended for individual ownership and use. Garages shall be included within the source foot calculation used to determine the size of a unit and its undivided interest in the Common Area.
- 1-124 "Unit Owner" means one or more persons who own a condominium unit.
- 1-125 "Rear of Unit" means the single side of the unit that faces the assigned parking spaces for the subject unit.

ARTICLE 2, INFORMATION REQUIRED BY SECTION 356-B:16

- 2-100 **Description of Land.** A legal description of the Submitted Land, consisting of 53.95 acres, on which the buildings and other improvements in The Condominium are located is contained in Exhibit A attached hereto and made a part hereof. The Submitted Land includes an existing golf course, and proposed cross country skiing trails.
- 2-200 **Description of Building.** There are twenty-one (21) residential buildings in The Condominium, containing a total of thirty-four (34) units, which shall be constructed as The Condominium. The buildings will be constructed of wood frame and concrete block on a concrete slab. At the option of the unit owner, the Declarant may be authorized at the time of initial sale to construct an attached or detached garage, in accordance with the site plan included in Exhibit A. It shall be constructed of wood frame and concrete block on a concrete slab. No more than one garage shall be constructed for each residential unit. In addition, The Condominium consists of an existing Community Center building, a proposed swimming pool, and a proposed tennis court.
- 2-300 **Description of Units.** The unit number and the dimensions of each unit are shown on the Site Plan and Floor Plans

6/90

BK1883 PG0669



Highland Links Colony Documents Page 5

referred to in Exhibit A. The Boundaries of each unit with respect to floors, ceiling, and walls, and doors and windows thereof are as follows:

- 2-301 Horizontal Boundaries:
- (a) The unfinished or undecorated interior surfaces of the lower most basement floor.
  - (b) The unfinished or undecorated interior surfaces of the upper most ceiling.
- 2-302 Vertical Boundaries:
- (a) The unfinished or undecorated interior surfaces of the perimeter walls and door frames.
  - (b) The unfinished or undecorated interior surfaces of perimeter doors.
  - (c) The unfinished or undecorated interior surfaces of windows and window frames.
- 2-303 Garages: Any garages appurtenant to any unit shall be shown on site plans and floor plans in Exhibit A and shall have the same boundary restrictions as units described above.
- 2-400 Description of Common Area. The Common Area includes, but not by way of limitation:
- 2-401 The land on which the buildings containing the units are located and the walks, shrubbery, and other plantings, parking areas, the driveway, community building, golf course, cross country ski trails, tennis court, swimming pool, and other land and interests in land included in the description of The Condominium in Exhibit A.
- 2-402 The foundations, column girders, beams and supports, and roof of said buildings; the perimeter walls and door frames around each unit to the unfinished or undecorated interior surfaces thereof and other walls and door frames which are not within a unit; the perimeter doors and windows to the unfinished or undecorated interior surfaces thereof and other doors and walls which are not within a unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas with the expressed exception of the water systems which serve the units.
- 2-403 The sewerage disposal and water systems, chimneys serving more than one unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single unit unless such portions are entirely encased within other common area within the unit).

6/90

BK1883 PG0670

- 2-404 The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a unit and any such facilities located within a unit, which either serve parts of The Condominium other than the unit within which they are located or are entirely encased by other common area within the; and
- 2-405 All other parts of The Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in this Declaration or its exhibits.
- 2-406 Deleted, June, 1990
- 2-407 The Association is responsible for maintaining, operating and repairing and paying for the maintenance, operation, and repair of all Common Areas except as provided otherwise in this Declaration.
- 2-500 Description of Limited Common Area. There is appurtenant to each of the units Limited Common Areas which are limited to the exclusive use of the owner or owners of the units or units to which they are appurtenant:
- 2-501 There is predicated to each unit as Limited Common Area the land immediately adjacent to the non-rear of the unit of each individual unit for a distance of twenty-five (25) feet; provided, however, that in the event of units which are closer than fifty (50) feet, the Limited Common Area between such units shall be one-half of the distance. In addition, there is predicated to each unit as Limited Common Area the land immediately adjacent to the rear of the unit of each individual unit for a distance of fifty (50) feet measured from the rear wall of the dwelling unit as extended not including any garage which shall be located within said Limited Common Area; provided, however, that in the event that the distance to a road right-of-way or property border from the rear wall is less than fifty (50) feet, the Limited Common Area shall extend only to said right-of-way or property border, and provided further, that in the event of units which are closer than sixty-five (65) feet, the Limited Common Area between the units shall be a prorated share of the land based upon the rights enjoyed by each unit. Each unit owner shall be required to keep these respective yard areas in good order at all times. The maintenance of these Limited Common Areas shall be a common expense borne by all members of the Association. Said Limited Common Areas shall be measured as being adjacent to the non-rear side of any garage which is attached to a dwelling unit. Any detached garage shall not have Limited Common Area immediately adjacent to it, but said area shall be Common Area.
- 2-502 Deleted, June, 1990
- 2-503 Deleted June, 1990

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- 2-504 There is appurtenant to the units numbered 28 through 34 as Limited Common Area the right to use the road bordering the property of The Condominium and William G. Cushing, and bordering the property of The Condominium and the Estate of Charles L. Currier known hereafter as Currier Road. The location, extent of interest, and the use and maintenance is limited by an agreement between Krypton Corporation and Lynn Currier, Michael D. Currier and Steven D. Currier which is attached to this Declaration as Exhibit "F". The method used to assess maintenance, operational, and capital costs for this road is described in Section 10-600. Said road may, at some future date, be accepted as a public road by the Town of Holderness, at which time all former rights and obligations to that private way will be extinguished without prejudice or recourse to the Declarant.
- 2-600 Unit Values. An assigned, undivided interest in the common areas is allocated to each condominium unit and as shown in Exhibit "E". These assignments are based upon the square footage of floor space within each unit with a minimum unit size of 1,400 square feet. Garages are not included in the square footage of a unit. The Declarant reserves the right to amend Exhibit "E" and by so doing, re-assign the interests to each and every unit according to a ratio between the total square footage of all residential units and each unit. Such amendments shall occur upon the construction of any unit in excess of 1,400 square feet or upon the Declaration inclusion or the Additional Land into The Condominium as per Article 17. No re-assignment of unit values shall be made for improvements made by any other party except the Declarant.
- 2-601 Voting Rights. There shall appertain to each condominium unit in The Condominium, for voting purposes in connection with meetings of the Association, one vote per unit. Where a particular condominium unit is owned by more than one person, said owners may not divide the vote appertaining to that unit.
- 2-700 Statement of the Purposes of Condominium Use. The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Residency Regulations, are in furtherance of this purpose.
- 2-701 Each unit shall be occupied and used primarily for private, residential purposes by the owner and his family, or by lessees or guests of the owner. This restriction shall not be construed to prohibit owners from leasing their condominium units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.
- 2-702 The Common Area shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same. No

boats, boat trailers, snowmobiles, barbeque grills or other personal property shall be stored in the Common Area. Storage of such items shall be inside the common storage facility, the unit or garage as space permits and subject to the direction of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.

- 2-703 No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.
- 2-704 No signs (except as provided in Paragraph 2-706 below), clothes lines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board.
- 2-705 No animals, livestock, or poultry, except those animals commonly thought of as household pets, shall be kept anywhere within The Condominium.
- 2-706 The Declarant shall be deemed to be the owner of any condominium units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold condominium units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the condominium units by the respective unit owners. The Association shall have the right to place reasonable building and unit identification signs, and signs notifying users of the Common Area of the use, or other pertinent items concerning those facilities or areas.
- 2-707 The Association is empowered to adopt and amend, from time to time, Condominium Residency Regulations concerning the use of The Condominium and various parts thereof, which Residency Regulations shall be furnished in writing to all unit owners and which Residency Regulations shall not be violated.
- 2-708 The consent of the Board referred to in this Chapter 2-700 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of The Condominium.
- 2-709 None of the rights and obligations of the owners created

6/90

BK1883 PG0673



Highland Links Colony Documents Page 9

herein or in any deed conveying a condominium unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments, except to the extent that any unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.

- 2-710 The Association is empowered to adopt and amend, from time to time, recreation facility regulations concerning the use of The Condominium's recreation facilities.
- 2-711 Nothing in this Declaration is meant to restrict the Association from authorizing the use of the recreation facilities located in the Common Area by members of the general public for a fee. The Association may authorize said use, subject to any recreation facility regulations as per Section 2-710. All fees generated from the use of the recreation facilities shall be subject to any contractual obligations and shall be considered common profit.
- 2-712 Nothing in this Declaration is meant to prevent the Association from subdividing and selling, or abandoning the use of the golf course, provided the other procedural provisions of this Declaration are followed.
- 2-713 Since the sport of golf can be hazardous, and it may result in property damage, or personal injury, all owners, their guests, invitees, and families shall hold the Association harmless for any damage or injury which results from golfing activity on the property.
- 2-800 Person to Receive Service of Process.
- 2-801 The Consumer Protection and Antitrust Division of the New Hampshire Attorney General's Office shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative.
- 2-802 Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be Mt. Prospect Road, Holderness, New Hampshire.
- 2-803 Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon David L. Kent, Esq. 91 Highland Street, Plymouth, NH 03264.

EX1883 Pg0674

6/90

Highland Street, Plymouth, NH 03264.

- 2-900 Vote to Rebuild. The provisions as to the percentage of votes by the Owners which shall be determinative of the question whether to rebuild, repair, restore, or sell The Condominium, in the event of damage or destruction of all or part thereof are set forth in Article 3.

ARTICLE 3, INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

- 3-100 Insurance to be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:
- 3-101 Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the buildings in The Condominium, including without limitation all such portions of the interior of such building as are for insurance purposes normally deemed to constitute part of the building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, except for improvements made by individual owners which exceed a total of One Thousand Dollars (\$1,000.00) and which are not reported to the insurer, such insurance to be in an amount at least equal to the full replacement value of the building, and to be payable to the Board as trustees for the unit owners and their mortgagees as their respective interests may appear.
- 3-102 Public Liability Insurance in such amounts as the Board 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 and Property Damage per occurrence, insuring the Unit Owner's Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to The Condominium and all unit owners and other persons entitled to occupy any unit or other portion of The condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive or joint use.
- 3-301 Workmen's Compensation Insurance as required by law.
- 3-104 Such other insurance as the Board may determine such as special coverage for the use of the recreation facilities.
- 3-200 General Insurance Provisions
- 3-201 The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 above, and shall review with the insurer or insurance agent, at least

6/90

BK1883 PG0675



annually, the coverage under said policies, said review to include an appraisal of improvements within The Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 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 Chapter.

- 3-202 The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:
- (a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners, and members of the family or any owner who reside with said owner, except in cases of arson or fraud;
  - (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has "no control";
  - (c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured thereunder and all mortgagees of condominium units in The Condominium;
  - (d) 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; and
  - (e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

- 3-203 Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Chapter 3-100 above, and each owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.

- 3-204 Each owner must obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, all floor coverings whether or not fixtures, and all improvements to his unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported in writing to the Board.

- 3-205 Each owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of improvements to his condominium unit

(except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice the Board shall notify the insurer under any policy obtained pursuant to Paragraph 3-101 of any such improvements.

3-300 Procedure in the Event of Damage or Destruction. In the event of damage or destruction of all or part of The Condominium, as a result of fire or other casualty:

3-301 The Board shall arrange for the prompt repair and restoration if the damaged or destroyed portion of The Condominium and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of eighty percent (80%) of the owner's total voting power votes not to repair, reconstruct or rebuild the damaged or destroyed property, and to terminate The Condominium. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Condominium's reserves for contingencies and replacements or, in the discretion of the Board, distribution by the Board to the owners and their mortgagees as their interests may appear, in accordance with the fractions set forth in Chapter 2-600. (In the event that The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value, and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild).

3-302 If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the building in The Condominium, and the Association by a vote of eighty percent (80%) of the owners' total voting power votes not to repair, reconstruct or rebuild, or if The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners by a vote of eighty percent (80%) of their total voting power elect to sell The Condominium, then the Board shall record at the Belknap County Registry of Deeds a Termination Agreement or Amendment and upon the recording of said notice, The Condominium, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by the individual owners, each owning an undivided interest equal to the fraction set forth in Chapter 2-600 hereof, and any liens on any condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered condominium unit in accordance with



the then existing priorities. Upon the recording of said Termination Agreement of Amendment, the said property shall be subject to a petition by any owner to the Board for its sale and for partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in parts and at one or more sales, upon such terms and conditions as the Board in its sole discretion, deems in the best interest of the owners and the net proceeds of such sale of sales, together with the net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all the owners in proportion to their respective undivided interests in said property, after first paying out of the share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

- 3-303 Notwithstanding the provisions of Paragraphs 3-301 and 3-302, the unit owners, by a vote of eighty (80%) of their total voting power may elect to sell The Condominium in its damaged condition, in which event a Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

- 3-304 Deleted June, 1990

ARTICLE 4, EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

- 4-100 Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive ownership and possession of his unit and his garage (if any). No owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors and ceilings surrounding his condominium unit or garage, nor shall an owner be deemed to own pipes, wires, conduits or other utility lines running through said condominium unit or other structural support members of a building which items are hereby made a part of the Common Area. An owner shall, however, be deemed to own the walls and partitions which are contained within said owner's condominium unit or garage and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.
- 4-200 Each owner shall own an assigned, undivided interest in the Common Area as provided in Exhibit "E" of the Declaration. No such interest shall be altered in a manner except as provided in Section 2-600 which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each unit owner may use the

Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any condominium Residence Regulations adopted pursuant to said provisions. The Declarant has specifically preserved the right to re-assign the undivided interest in the Common Area in Section 2-600. This re-assignment shall not extend to the single vote per unit as provided in Section 2-601.

- 4-300 Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the unit owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

**ARTICLE 5, OWNER'S OBLIGATION TO REPAIR**

- 5-100 Each owner shall, at his own expense, keep his condominium unit and garage (if any) and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the unit in good repair, each owner shall be responsible for the maintenance, repair or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his condominium unit or garage. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his condominium unit or garage. Each owner shall also, at his own expense, keep the Limited Common Area appurtenant to his unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event an owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said owner. The Association shall, at common expense, maintain in a reasonable and normal manner the Limited Common Area, and make repairs due to normal wear and tear. No owner shall permit any repair or other work in his unit, garage, or the Limited Common Area appurtenant to his unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations or is under \$500.00 in value.

**ARTICLE 6, PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

6/90

BK 1883 Pg 0679





Highland Links Colony Documents Page 15

- 6-100 No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board;
- 6-101 Make or permit to be made any structural alteration, improvement, or addition in or to his condominium unit, garage, or in or to any other part of The Condominium;
- 6-102 Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Condominium;
- 6-103 Impair any easement or right or personal property which is a part of The Condominium;
- 6-104 Paint or decorate any portion of the exterior of the building or any other structure in The Condominium or any Common Area therein.
- 6-105 No additions to the exterior of the individual units, except for sunporches or decks, shall be permitted. Such sunporches or decks shall first receive the permission of the Homeowners Association and shall be located totally within the Limited Common Area of any unit. No internal modification of individual units which would increase the number of presently existing bedrooms shall be permitted.

ARTICLE 7, ENTRY FOR REPAIRS

- 7-100 The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more unit owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more unit owners, in which case the negligent unit owner or unit owners shall bear the expense of such repairs.

ARTICLE 8, BY-LAWS

- 8-100 The By-Laws shall be as set forth in Exhibit "B" attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Grafton County Registry of Deeds.

6/90

BK1883 Pg 0680

ARTICLE 9, CONVEYANCES

- 9-100 The sale and leasing and mortgaging of condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:
- 9-200 Neither the Declarant nor any unit owner shall be required to obtain approval of the Association for the sale or lease of any condominium unit.
- 9-300 No owner shall convey, mortgage, sell or lease his unit unless and until he shall have paid in full to the Board all assessments contained in Articles 2, 5, 7, 10, 14, and 18 which are then due.

ARTICLE 10, ASSESSMENTS

- 10-100 Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Paragraph 2-702, Article 5, Article 7 hereof or Article 18, and all other assessments made against him by the Board in accordance with the terms of the Declaration and By-Laws and all expenses are incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46.
- These costs may include, but are not limited to, assessments for common expenses, golf course operation and maintenance costs, and any other expenses as provided by this Declaration.
- 10-200 No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that condominium unit. Such request shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on the Association, the Board of Directors, and every unit owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.

BK1883 Pg0681



Highland Links Colony Documents Page 17

- 10-300 The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priorities set forth in RSA 356-B:46, I. Any lien may be exercised for any unpaid common expense or other expenses or assessments after thirty (30) days from the due date. The lien shall include interest, costs and attorney's fees, and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of Power of Sale Mortgages, or by suit brought in the name of the Board of Directors, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.
- 10-400 An owner's share of the budget for operation, maintenance, or normal capital costs of Common and Limited Common Areas shall be based upon his interest in the Common Area as shown in Exhibit "E" with the owner being assessed the same proportion of the budget as his percentage share shown in Exhibit "E". Special assessments shall be made by the Board of Directors as provided in the Declaration and the Association By-Laws on a reasonable basis. The Declarant has reserved the right to modify Exhibit "E" in Section 2-600 of this Declaration, however, no unit shall be less than 1,400 square feet. From and after January 1, 1986, the annual assessment may be increased by vote of the unit owners, as hereinafter provided, for the next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In setting the assessment, the Association shall determine, separately, the maintenance and operation costs for the golf course, any limited Common Area whose maintenance is assigned to particular units, and the remainder or common expenses. Assessments to individual units shall be assigned according to the provisions of this Declaration. Subject to the limitations in this paragraph, and the periods herein specified, the Association may change the maximum and basis of the assessments fixed herein prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the unit owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all unit owners in accordance with RSA 356-B:37.
- 10-500 Deleted June, 1990
- 10-600 Those units which have appurtenant to them according to Section 2-504 the right to use a road which borders The Condominium and land of William Cushing, and land of the Estate of Charles L. Currier are subject to an easement deed between Lynn Currier, Michael Currier and Steven Currier and Krypton Corporation, which is attached to this Declaration as Exhibit "E". That easement provides that 65 percent (65%) of the cost for maintaining and repairing the road be borne by

BK 183 Pg 682

6/90

units in The Condominium which are assigned the right to use the road. Those units will be assessed an equal share of that cost.

- 10-700 All units will be assessed a water users charge as described in Article 18.

ARTICLE 11, EMINENT DOMAIN

- 11-100 The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of The Condominium.

ARTICLE 12, WAIVER

- 12-100 The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a unit owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 13, LIABILITY OF THE BOARD

- 13-100 The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith except as provided for below. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of The condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as unit owners, with respect to any contract made knowingly by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of

6/90

BK1833 PG0683



Highland Links Colony Documents Page 19

this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by Paragraph 3-102.

**ARTICLE 14, ENFORCEMENT**

- 14-100 Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations and any other regulations authorized by this Declaration, as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

**ARTICLE 15, PERSONAL PROPERTY**

- 15-100 The Board may acquire and hold, for the benefit of the unit owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the unit owners in the same proportion as their respective shares in other Common Area. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

**ARTICLE 16, CONTROL BY THE DECLARANT**

- 16-100 Deleted June, 1990  
16-200 Deleted June, 1990

**ARTICLE 17, ADDITIONAL LAND**

- 17-100 **Option to Add Additional Land.** The Declarant hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration to add additional land to be included within a common plan of use and enjoyment under the provisions of this Declaration. Declarant's option to add the "Additional Land" as designated on the Site Plan referred to in Exhibit A, shall be assignable and unlimited except for the provisions of this Declaration and RSA 356-B, and the consent of unit owners shall not be required as a condition for the exercise of the option.

- 17-200 **Legal Description.** A legal description by metes and bounds of the "Additional Land" which may be added to The Condominium is appended hereto as part of Exhibit A. At the time that any such portion is added to The Condominium, boundaries of such portion shall be fixed by legal description, setting forth the metes and bounds thereof. If only a portion of the Additional Land is added to The Condominium, there is no requirement that all of it or any

6/90

BK 1883 Pg 0684

particular portion be added.

Portions of the Additional Land may be added at different times, in any order, subject only to the limitations provided in this Article or in the Condominium Act.

- 17-300 **Other Improvements.** Improvements consisting of paved walkways, parking areas and underground utility services are contemplated if all or a portion of the Additional Land is added to The Condominium. However, there is no assurance that such improvements will ever be constructed or where such improvements shall be located.
- 17-400 **Maximum Number of Units.** A maximum of one (1) unit may be created on the Additional Land.
- 17-500 **Restrictions on Use.** The additional structures and the units therein shall be restricted exclusively to residential use.
- 17-600 **Construction of Compatible Structures.** The existing structure on the additional land may be added to the condominium or a new structure built. There is no assurance that the structure erected on the Additional Land will be compatible with the structures on the other portions of the submitted land in terms of quality of construction, the principal materials to be used, and architectural style.
- 17-700 **Construction of Additional Units.** There is no assurance that any unit created on any portion of the Additional Land added to The Condominium will be substantially identical to the units on the submitted land.
- 17-800 The Declarant reserves the right to create Limited Common Areas within portions of the Additional Land added to The Condominium, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Additional Land.
- 17-900 **Re-allocation of Interest in The Common Areas.** If portions of the Additional Land are added to The Condominium, then the interests of all unit owners in the Common Area shall be re-allocated in accordance with RSA 356-B:18 (2), based upon the total number of additional units added and the size of each unit. The Declarant shall record a site plan and floor plan, together with an amendment to the Declaration, re-allocation undivided interests in the Common Area so that the unit depicted on such site plan and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the units depicted on the site plan and floor plans recorded simultaneously with this Declaration, or any subsequent amendment thereto.
- 17-1000 **Easement to Facilitate Construction.** The Declarant shall have a transferable easement over and on the Common Areas of the Condominium for the purpose of constructing the additional structure on any portions of the Additional Land added to The Condominium, together with improvements.



Highland Links Colony Documents Page 21

Declarant expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Areas of the Condominium for the purpose of connecting the structures to underground utilities for the benefit of all of the respective owners of the Condominium.

- 17-2000 **Construction Financing.** Declarant shall have the right to mortgage the Additional Land and structure as security for construction financing, which mortgage shall also include the proportional right of the additional unit to an undivided share in the Common Areas of The Condominium. Such mortgage shall have priority over the interests of unit owners in any such portion of the Additional Land which may be added to The Condominium.

- 17-3000 **Easements to Facilitate Different Property Uses.** In the event that the Declarant shall not add any portion of the Additional Land to The Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on the Additional Land and own, control and operate the same without restriction. Declarant reserves the right to construct, maintain, repair and replace underground utilities, such as water, sewerage, electricity and telephone for the purpose of providing utility services to any portions of the Additional Land not added to The Condominium. For this purpose, Declarant shall have an unrestricted right to tie into any utility services within the submitted land.

**ARTICLE 18, WATER SYSTEMS**

- 18-100 **Description of Water System.** The Condominium's water system consists of a series of wells, pipes, storage facilities, pumps, and other facilities. Those pipes, storage facilities, pumps, and other facilities are located in the Common Area of the Condominium or are provided through a reservation in a deed between Marcia P. Pine and Richard V. Bergren, Jr. to Joseph and Deloris Clark, and in a deed from Marcia B. Pine and Richard V. Bergren, Jr. to Krypton Corporation as attached Exhibit "G". Each unit owner and the Association shall pay a proportionate share of the costs of maintaining the water distribution system according to actual gallons of water used. The water system is private and intended to be private, subject to local, state, or federal regulations as they may apply. The responsibility for providing water service rests with the individual unit owners, there is no assurance that service from a public or governmental water facility will ever be extended to the condominium. The Association has such responsibility for offsetting capital improvement costs as provided in Paragraph 18-602.

- 18-200 The Declarant has obtained a certificate for the community water system and wells according to the quality and quantity standards of the Water Supply and Pollution Control Commission. The Declarant makes no other representation concerning the Water Supply & Pollution Control Commission

6/90

BK 1883 Pg 0686

nor any warranties or assurances of future service or water supply, nor shall the Declarant be responsible for recertification of any well, etc. unless so ordered, prior to the sale of any unit, by an agency of competent jurisdiction.

- 18-300 **Installation, Modification, and Additions to Water Systems by Declarant.** The Declarant shall have an easement over all Common and Limited Common Areas of the Condominium and its members to install, modify, or add to an existing or proposed water system. Said easement shall include the right to excavate, move equipment onto, or change the location of the well, pipes, storage facilities, or any other facility associated with the water system on Common or Limited Common Area. Nothing within this Declaration or its Exhibits shall limit the Declarant from making what improvements are necessary to install, modify, or add to an existing, proposed, or relocated water system.
- 18-400 **Modifications and Additions by Association.** The Association may improve, modify, or add to any existing water systems or part thereof once the water system has been assigned to the Homeowners Association by the Declarant.
- 18-500 **Costs of Operation And Maintenance.**
- 18-501 Each owner shall pay a share of the cost of operation and maintenance of the water distribution system. The fee assessed to each unit owner who uses the water system shall be based upon a proportionate share of the costs of normal operation and maintenance and shall be assessed on the number of gallons of water supplied to the owner's unit as metered in proportion to the total amount of water pumped from the well. Said fee may be assessed quarterly or more or less often as designated by the Homeowners Association, but in no instance shall the fee be assessed less than yearly, or more often than monthly. The fee per gallon for each water system shall be recalculated by the Homeowners Association no less than yearly.
- 18-502 Any other user of a water system shall be assessed a fee based upon actual usage of water as provided in the paragraph above. Said other users may include, but are not limited, to, the Homeowners Association, any subsequent organization which maintains or operates any of the condominium's recreation facilities, or other units which are not members in the Condominium. Such extension of use of the water system may be subject to approval by the New Hampshire Water Supply and Pollution Control Commission or its successor agency.
- 18-503 The Homeowners Association may create and maintain a separate capital reserve fund for the water distribution system for use in paying for the cost of any modification, repairs, or additions to the water system as provided in this Declaration. Said funds shall be maintained in a separate account for the water system and shall not exceed the total operation and maintenance costs for the water system for one





Highland Links Colony Documents Page 23

year. At the time of initial purchase of a unit, the unit owner shall be assessed a One Hundred Dollar (\$100.00) one-time fee to be placed in the capital reserve fund for the modification, repair, or addition to the water distribution system. This fee shall not be refundable upon the sale of the unit by the initial purchaser.

18-600 Cost of Installation Modification or Additions to Water Systems.

18-601 The Declarant shall pay for all costs of installation, modification or addition to the water system authorized under Paragraph 18-300. The Declarant shall not be responsible for any costs associated with the installation, modification, or addition to any system which has received a permit or approval from Water Supply & Pollution Control Commission, excepting those additions, modifications, or improvements made by the Declarant at his own initiative.

18-602 Each unit owner shall be responsible for a share of the costs of modification, addition, repair of the water distribution system undertaken or authorized by the Homeowners Association, or in response to emergency situations by the Board of Directors, its staff, or officers as per the assigned value in Exhibit "E".

ARTICLE 19, CONSENT OF FIRST MORTGAGE

19-100 Notwithstanding any other provision of this Declaration, the By-Laws or any regulations of The Condominium, so long as a first or second mortgagee is the holder of a construction mortgage lien conveyed to it by Declarant covering one or more of the condominium units, and unless the mortgagee shall have given its approval, the Homeowners Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) partition or subdivide any unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the units and/or Common Area;
- (e) amend, modify or otherwise change any rights or obligations under this Declaration, the By-Laws or the Rules;
- (f) this Article shall not apply to or in any way be construed as a limitation upon the right of Declarant to designate and add "Additional Land" and the submission of not more than one (1) additional condominium unit to

6/90

BK1883 PG0688

The Condominium, with the resulting change in the undivided interests allocated to existing units pursuant to the provision of the Condominium Act and of this Declaration.

**ARTICLE 20, CONSENT OF UNIT MORTGAGEES**

20-100 Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Grafton County Registry of Deeds constituting first liens on the units have given their prior written approval, the Unit Owners Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium;
- (b) partition or subdivide any unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the units and/or Common Area.

20-101 No provisions of this Declaration, the By-Laws, or the Residency Regulations shall be construed to grant to any unit owner, or to any other party, any priority over any rights of first mortgagees of the condominium units pursuant to their first mortgages in the case of the distribution to unit owners of insurance proceeds or condemnation awards for losses to, or a taking of, units and/or the Common Area or any portions thereof.

**ARTICLE 21, NOTICES**

21-100 All notices hereunder, and under the by-Laws and the Act, to the Association and the Board shall be sent by United States certified mail to the Board at HIGHLAND LINKS COLONY, A CONDOMINIUM, RFD 3, Box 213, Plymouth, New Hampshire 03264, or to such other address as the Board may designate, from time to time, by notice in writing to all units owners and a copy of all notices shall be sent to David L. Kent, Esq., 91 Highland Street, Plymouth, New Hampshire 03264. All such notices to unit owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

**ARTICLE 22, SEVERABILITY**

6/90

BK1833 PG 0689



Highland Links Colony Documents Page 25

- 22-100 The provisions hereof shall be deemed independent and severable and invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

ARTICLE 23, GENDER

- 23-100 The use of the masculine gender herein 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.

ARTICLE 24, INTERPRETATION

- 24-100 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 25, AMENDMENT

- 25-100 Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners, case in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Grafton County Registry of Deeds.

ARTICLE 26, Deleted June, 1990

IN WITNESS WHEREOF, KRYPTON CORPORATION, by its President have duly authorized, has executed this Amended Declaration on the 15<sup>th</sup> day of October, 1990.

David M. Kent  
Witness

By Joseph L. Clark, Sr.  
President  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October by Joseph L. Clark, Sr., President of Krypton Corporation, a New Hampshire Corporation, on behalf of said corporation.

Michael J. Long  
Notary Public  
My commission expires February 28, 1995

MICHAEL J. LONG, NOTARY PUBLIC  
MY COMMISSION EXPIRES FEBRUARY 28, 1995



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