



## Contents

BY-LAWS OF HIGHLAND LINKS COLONY, A CONDOMINIUM [6/90]	3
ARTICLE I: PURPOSE AND DEFINITIONS	3
1-100 Purpose	3
1-200 Definitions	3
1-300 Applicability of By-Laws	3
ARTICLE II: ASSOCIATION MEMBERS: MEETING	4
2-100 Members and Voting Rights	4
2-200 Transfer of Membership	4
2-300 Annual Meeting	4
2-400 Special Meetings	4
2-500 Contents of Notice	4
2-600 Quorum	4
2-700 Voting <sup>7</sup>	5
ARTICLE III: BOARD OF DIRECTORS	5
3-100 Number	5
3-200 Vacancies	5
3-300 Terms of Office	5
3-400 Meetings	5
3-500 Presiding Officer	6
ARTICLE IV: POWERS AND DUTIES OF THE BOARD OF DIRECTORS	6
4-100 Powers and Duties of The Board of Directors	6
4-200 Financial Limitation	8
4-300 Right to Contract	8
ARTICLE V: OFFICERS OF THE ASSOCIATION	8
5-100 Executive Officer	8
5-200 The President	8
5-300 The Secretary	9
5-400 The Treasurer	9
5-500 Continuance of Owner's Liability	9
5-600 Compensation	10
ARTICLE VI: FINANCE AND ASSESSMENTS	10
6-100 Depository	10
6-200 Adoption of and Contents of Budget,	10
6-300 Payment of Assessments and Common Expenses	10
6-400 Delinquent Assessments	10

ARTICLE VII: NOTICES TO OR FROM MORTGAGEES.....	10
7-100    Notice to Board .....	11
7-200    [Duty to Report Unpaid Assessments] .....	11
7-300    [Written Notice of Failure to Fulfil Obligations] .....	11
7-400    [Duty to Notify Mortgage Holder] .....	11
ARTICLE VIII: VIOLATIONS.....	11
8-100    Violations.....	11
ARTICLE IX: NOTICE.....	12
9-100    Notices.....	12
9-200    [Notices] Deemed Sent When Mailed .....	12
9-300    Change of Place of Notice .....	13
ARTICLE X: AMENDMENTS TO THE BY-LAWS.....	13
10-100   Amendments to The By-Laws .....	13
ARTICLE XI: RESIDENCY REGULATIONS .....	13
11-100   Residency Regulations .....	13
ARTICLE XII: RESALE OF PURCHASER .....	13
12-100   [Information for Prospective Purchaser] .....	13
12-200   [Officer to Supply Purchase Information] .....	14
ARTICLE XIII: SEVERABILITY, GENDER, INTERPRETATION .....	14
13-100   Severability.....	14
13-200   Gender .....	14
13-300   Interpretation .....	14
Appendices .....	16
Appendix I: Declaration: Section 1-100 [Definitions].....	17
Appendix II: Declaration: ARTICLE XIV: ENFORCEMENT, Section 14-100.....	20
Appendix III: Declaration: Section 2-601 Voting Rights .....	21
Appendix IV: Declaration, Article IX: Conveyances, Sections 9-100 to 9-300. ....	22
Appendix V: Declaration, Article VIII: By-Laws.....	23
Appendix VI: The 2 <sup>nd</sup> Amendment to By-Laws [May 17, 2022].....	24
Appendix VII: Declaration, Insurance and Voting.....	27
Appendix VIII: Declaration, ARTICLE XXV: AMENDMENT .....	28

# BY-LAWS OF HIGHLAND LINKS<sup>2</sup> COLONY, A CONDOMINIUM [6/90]

## ARTICLE I: PURPOSE AND DEFINITIONS

### 1-100 Purpose

The Administration of HIGHLAND COLONY, A CONDOMINIUM ( The “Condominium”) shall be governed by these By-Laws which are made a part of The Condominium Declaration as provided in section 8-100<sup>3</sup> of that document. All present and future holders in any interest in any unit in The Condominium shall hold said interest subject to these By-Laws the Declaration and any Residency Regulations promulgated thereunder or hereunder.

### 1-200 Definitions

Certain terms used in these By-Laws have been defined in the Declaration<sup>4</sup> and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.<sup>5</sup>

### 1-300 Applicability of By-Laws<sup>6</sup>

The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to The Condominium, and to the use and occupancy thereof. All present and future owners, visitors, tenants, and occupants of units, and any other persons who may use the facilities of The Condominium in any manner, are subject to these By-Laws, the Declaration, and any Condominium Regulations. The acceptance of a deed of conveyance, or the entering into of a lease or the act of occupancy of a unit, shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

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<sup>1</sup> Book and Page references identify locations in the original document as filed with the Grafton County Registry of Deeds. Other than for indications of “Book and Page,” references in brackets are descriptive or editorial and do not appear in the original documents.

<sup>2</sup> 24th Amendment to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022. [Book 4728 Page 638] [...] Declaration is amended as follows: 1. The name of the Association shall be changed to reflect the name “Highland Colony.”

<sup>3</sup> See Appendix VIII, Declaration ARTICLE XXV: Amendment

<sup>4</sup> See Appendix I, Declaration AARTICLE I: Definitions 1-100.

<sup>5</sup> Note: “Therefor” means “for it.” “Therefore” means “as a result.”

<sup>6</sup> See Appendix II, Declaration, Article XIV: Enforcement, 14-100 [Requirement of Members to Comply with Instruments.

## ARTICLE II: ASSOCIATION MEMBERS: MEETING

### 2-100 Members and Voting Rights<sup>7</sup>

Each unit owner shall be a member of the Association. The membership of the Association shall consist solely of all of the unit owners. Each unit owner shall be entitled to one vote for each condominium unit owned by him.

### 2-200 Transfer of Membership<sup>8</sup>

The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of a unit's title in the manner provided by the Declaration. The membership transfer shall become effective upon recordation of a deed of conveyance to the said unit.

### 2-300 Annual Meeting

The annual meeting of the Association shall take place on the first Saturday in May of each year at 2:00 PM at The Condominium or at such other reasonable place, time, or date as may be designated by written notice of the President or a majority of the Board of Directors.

### 2-400 Special Meetings<sup>9</sup>

Special meetings of the owners may be called at any time for any reasonable

[Book 1883 Page 0692]

#### Highland Links Colony Documents Page 27

specific purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days written notice<sup>10</sup> prior to the date of said meeting.

### 2-500 Contents of Notice

All member meeting notices shall state the time, place, and purpose for which [it]<sup>11</sup> is called. Any such notice shall be deemed waived by any owner who expressly waives the same in writing, or who is present in person or by proxy at any such meeting. Notice shall also be given to those persons who have the right to vote on the golf course budget.

### 2-600 Quorum<sup>12</sup>

At Association meetings, the presence in person at the beginning of each meeting of owners holding at least one-fourth (1/4) of the owners total voting power in The Condominium shall constitute a

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<sup>7</sup> See Appendix III: **Declaration**, 2-601 Voting Rights.

<sup>8</sup> See Appendix IV: **Declaration**, Article IX: Conveyances, Sections 9-100 to 9-300.

<sup>9</sup> Note: Reference to date to send notices prior to meetings also appears in these **By-Laws**, Section 9-201.

<sup>10</sup> Note: Dates for sending notices are stipulated in **RSA 356-B:37, Meetings**.

<sup>11</sup> [it] An apparent inadvertent omission.

<sup>12</sup> See **RSA 356-B:38 Quorums** decrees that 25% is the minimum. "Unless the condominium instruments otherwise provide, a quorum shall be deemed to be present throughout any meeting of the unit owners' association until adjourned if persons entitled to cast more than 33 1/3 percent of the votes are present at the beginning of such meeting. The bylaws may provide for a smaller percentage, not less than 25 percent..."

quorum. Less than a quorum may transact business if owners holding fifty percent (50%) of the voting power subsequently assent to the decisions made at said meeting by signing a copy of the minutes filed with the records of the Association when a quorum is present, unless otherwise provided in the Declaration, these By-Laws, or the Act, a majority of the owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

## **2-700          Voting<sup>7</sup>**

At Association meetings, the owners shall be entitled to cast one vote for each condominium unit owned. Any owner may attend and vote at such meeting in person or by proxy. Any condominium unit owned by the Declarant shall be entitled to a vote and shall be included in the total of ownership percentages when computing the interest of all other owners for voting purposes. The provisions of RSA356-B:39 shall govern all votes (including proxy votes and the votes of units owned by more than one person) at meetings of the Association.

# **ARTICLE III: BOARD OF DIRECTORS**

## **3-100          Number<sup>13</sup>**

The Board of Directors shall consist of not less than three (3) persons nor more than five (5) the number to serve for each ensuing year of the Association to be established at the annual meeting of the members by majority vote of the members entitled to vote at the meeting.

## **3-200          Vacancies**

Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

## **3-300          Terms of Office**

The Director shall be elected for staggered terms. Each term not to exceed five (5) years. Directors may be reelected.

## **3-400          Meetings<sup>14</sup>**

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of

[Book 1883 Page 0693]

Highland Links Colony Documents Page 28

Directors by giving three (3) days personal notice<sup>10</sup> to all Board members of the time, place, and the purpose of the meeting. Any director may waive notice of a meeting. A quorum shall be considered to be more than one half (1/2) of the members of the Board.

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<sup>13</sup> RSA 356-B:35 Contents of the Bylaws requires more information than is provided in this Article.

<sup>14</sup> RSA 356-B:37 Meetings requires more information than is provided in this Article.

### 3-500 Presiding Officer

The presiding officer of the Board of Directors' meeting shall be the President of the Association. In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

## ARTICLE IV: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

### 4-100 Powers and Duties of The Board of Directors<sup>15</sup>

The Board of Directors shall have the powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of The Condominium, except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of The Condominium, all of which items shall be Common Expenses:

#### 4-101 [Make and Collect Assessments]

To make and collect assessments against members to defray the costs of The Condominium.

#### 4-102 [Use of Proceeds]

To use the proceeds of assessments in the exercise of its powers and duties.

#### 4-103 [Provide for Maintenance and Care]

To provide for the acquisition, construction, management, maintenance, and care of the Association property, whether real or personal<sup>16</sup>.

#### 4-104 [Provide for Reconstruction After Casualty]

To provide for the reconstruction of (sic)<sup>17</sup> improvements after casualty and for the further improvement of the property.

#### 4-105 [Enforce Provisions by Legal Means]

To enforce by legal means the provisions of The Condominium instruments, the Articles of Agreement, the By-Laws, and the Residency Regulations for the use of the property in The Condominium.

#### 4-106 [Contract for Management]

To contract for management of The Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by The Condominium instruments to have the approval of the Board of Directors or the membership of the Association.

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<sup>15</sup> Also see: [RSA 356-B:40 Members of the Board of Directors and Officers](#).

<sup>16</sup> "Personal Property" as a real estate term, means any asset other than land, *i.e.*, things purchased by the Association that are not permanently fixed to one location, for example, a tennis court net or a lawnmower.

<sup>17</sup> Perhaps "reconstruction *or* improvements"?

4-107 [Pay Taxes]

Pay taxes and assessments which are liens against any part of The Condominium, and to assess the same against the unit owners subject to such liens.

4-108<sup>18</sup> [Procure Insurance]

Carry insurance for the protection of unit owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or

[Book 1883 Page 0694]

Highland Links Colony Documents Page 29

policies, and Workmen's Compensation insurance as required by law or as the Board may determine.

[4-109]<sup>19</sup>

4-110 [Employ Personnel]

To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association such as, but not limited to, any legal and accounting services necessary or proper for the operation of The Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and The Condominium Residency Regulations.

4-111 [Trash, Snow, Utilities]

To provide for trash collection, snow removal from the Common Areas, water, electrical, telephone, and gas and any other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the units).

4-112 [Secure a Fidelity Bond]

To provide for a fidelity bond naming the Manager, if any, and any other persons as may be designated by the Board as principals, and the owners as obligees, for the first year and an amount equal to at least fifty percent (50%) of the estimated cash requirement for common expenses for that year as determined pursuant to the terms of these By-Laws and for each year thereafter in an amount equal to at least fifty percent (50%) of the total sum collected for Common Expenses during the preceding year.

4-113 [Painting, Maintenance, Repair, Landscaping, Equipment]

To provide for such painting, maintenance, repair, and landscaping of the Common Area, the units, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.

4-114 [Emergency Repairs to Prevent Damage]

To provide for any emergency repairs to any unit necessary to prevent damage to other parts of The Condominium.

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<sup>18</sup> See Appendix VII: **Declaration**, ARTICLE III: Insurance and Voting

<sup>19</sup> There doesn't appear to be any sort of misprint, however, 4-109 does not appear in the original document.

#### 4-115 [Procure Necessary Materials, Supplies, Services]

To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units and are necessitated by the negligence of the owner or occupants of such units, the cost thereof shall be specifically assessed to the owners of such units.

#### 4-200 Financial Limitation

The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the

[Book 1883 Page 0695]

Highland Links Colony Documents Page 30

provisions of the Declaration) having a cost in excess of Ten Thousand Dollars (\$10,000.00) unless such additions, improvements, or alterations have been approved by a majority of the owners' total voting power.

#### 4-300 Right to Contract

The Board shall have the exclusive right to contract for all such items referred to in this article.

### **ARTICLE V: OFFICERS OF THE ASSOCIATION**

#### 5-100 Executive Officer

The Executive Officers of the Association shall be a President, who shall be a Director, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be removed by a vote of the Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

#### 5-200 The President

The President shall be the chief executive officer of the Association; He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association, and the power to sign all written contracts of the Association.



## 5-300 The Secretary

The Secretary shall keep the minutes of the proceedings of the Board of Directors and of the unit owners. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

## 5-400 The Treasurer

### 5-401 Custody of Funds

The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association.

### 5-402 Disbursement of Funds

He shall disperse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all

[Book 1883 Page 0696]

Highland Links Colony Documents Page 31

of his transactions as Treasurer and of the financial condition of the Association.<sup>20</sup>

### 5-403 Collection of Assessments

He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

### 5-404 Reports to Transferees.

He shall also give status reports to potential transferees, on which reports the transferees may rely.

## 5-500 Continuance of Owner's Liability

The liability of the owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).

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<sup>20</sup> See RSA 356-B:37-e Disclosure of Financial Information and Meeting Minutes to Unit Owners.

## 5-600 Compensation<sup>21</sup>

The compensation, if any, of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of The Condominium.

## ARTICLE VI: FINANCE AND ASSESSMENTS

### 6-100<sup>22</sup> Depository

The funds of the Association shall be deposited in a bank or banks in Grafton County, New Hampshire, designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.

### 6-200 Adoption of and Contents of Budget<sup>23, 24</sup>

### 6-300 Payment of Assessments and Common Expenses

All common assessments and common expenses shall be assessed to each unit owner in proportion to his undivided interest. Unless otherwise determined by the Board of Directors, each unit owner shall pay his proportionate share of common expenses and assessments in equal, monthly payments. All such payments shall be due and payable in advance on the first day of each month for said month.

### 6-400 Delinquent Assessments<sup>25</sup>

In the event an assessment (sic) is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate, against the unit owner owing the same in the manner set forth in RSA356-B:46. Each delinquent unit owner shall be responsible for attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

## ARTICLE VII: NOTICES TO OR FROM MORTGAGEES

[Book 1883 Page 0697]

Highland Links Colony Documents Page 32

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<sup>21</sup> See [RSA 356-B:40 Members of the Board of Directors and Officers](#) "II-a. An officer shall not directly receive any salary or compensation from the association for the performance of duties as an officer or board member and shall not in any other way benefit financially from service to the association."

<sup>22</sup> This section, 6-100, is circled by hand in ink in the original document. There is no explanation.

<sup>23</sup> There is no more information in the original document than this heading, "Adoption of and Contents of Budget."

<sup>24</sup> See [RSA 356-B:40-c Adoption of Budgets and Special Assessments](#)

<sup>25</sup> See [RSA 356-B:46 Lien for Assessments](#)

## **7-100 Notice to Board**

A unit owner who mortgages his condominium unit shall notify the Board of the name and address of his mortgagee and the principal amount of such mortgage. The Board shall maintain suitable records pertaining to such mortgages.

## **7-200 [Duty to Report Unpaid Assessments]**

The Board, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the owner of the mortgaged condominium unit.<sup>26</sup>

## **7-300 [Written Notice of Failure to Fulfil Obligations]**

The Board shall give written notice to any owner of any default by the owner in the performance of any obligations under the Act, Declaration or By-Laws and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has heretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the loan for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage on the unit which is the subject matter of such suit or proceeding.

## **7-400 [Duty to Notify Mortgage Holder]**

The Board of Directors shall notify the mortgage of a unit whenever damage to the unit covered by the mortgage exceeds Five Thousand Dollars (\$5,000.00) and the board is made aware of such damage; and all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

# **ARTICLE VIII: VIOLATIONS**

## **8-100 Violations**

In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws, the Residency Regulations, or the applicable portions of The Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws, the Condominium Act and the Association may then, at its option have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (b) an action in equity to enforce performance on the part of the unit owners; (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize

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<sup>26</sup> [RSA 356-B:46 Lien for Assessments](#)



any unit owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of

[Book 1883 Page 0698]

Highland Links Colony Documents Page 33

Directors to be a hazard to public health may be corrected immediately as an emergency matter.

## ARTICLE IX: NOTICE

### 9-100 Notices<sup>27</sup>

Whenever notices are required to be sent hereunder, the same shall be sent:

#### 9-101 To Unit Owners

To the unit owners by mail at the addresses such unit owners may have designated to the Board of Directors.

#### 9-102 To Association

To the Association, by mail, at ~~RFD 3, Box 213~~,<sup>28</sup> Plymouth, New Hampshire 03264.

#### 9-103 To Declarant

To the Declarant, by mail, at RFD box 213, Plymouth, New Hampshire 03264 and 91 Highland St. Plymouth, New Hampshire 03264

#### 9-104 Deleted June, 1990

### 9-200 [Notices] Deemed Sent When Mailed

All notices shall be deemed and considered sent when mailed.

#### 9-201<sup>29</sup> Mail

Notice of the unit owners' annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance, and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the time, place and purpose of such meeting. Such notice shall be sent by United States certified mail to all unit owners of record at the address of their respective units and to such other addresses as any of them may have designated.

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<sup>27</sup> RSA 356-B:37-a Notice to Unit Owners

<sup>28</sup> P.O. Box 815 is written in ink, but that is also crossed out on the original document.

<sup>29</sup> See Appendix VI Note: **The 2<sup>nd</sup> Amendment to By-Laws** of Condominium for Highland Colony Condominium [5/17/2022] contradicts this section, **20-100**, of the Declaration. The 2<sup>nd</sup> Amendment to the By-Laws reads, "pursuant to the By-Laws and Declaration of HIGHLAND COLONY CONDOMINIUM and RSA 356-B:34, the By-Laws is (sic) amended as follows: 1. Amend Article 9-201 as follows: Replace all of 9-201 with the following: 9-201 **Mail: Notice of the unit owners' annual meeting or regularly scheduled meetings** shall be sent at least 21 days in advance **and for any other meeting notices shall be sent at least 7 days in advance**; notices shall be sent to each unit owner indicating the time, place and purpose of such meeting. Such notice shall be sent by United States standard mail to all unit owners of record at the address of the respective units and/or to such other addressees (sic) as any of them may have designated."

## **9-300 Change of Place of Notice**

Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

## **ARTICLE X: AMENDMENTS TO THE BY-LAWS**

### **10-100 Amendments to The By-Laws**

These By-Laws may be amended as set forth in 25-100<sup>3</sup> of the Declaration, and in accordance with the provisions of the Condominium Act. No modification or amendment shall become effective until recorded in the Grafton County Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

## **ARTICLE XI: RESIDENCY REGULATIONS**

### **11-100 Residency Regulations**

The Association may, from time to time, adopt and amend previously adopted Administrative Regulations governing the details of the operation and use of the Common Area recreation facilities, water systems, and the units in The Condominium as provided in the Declaration; provided, however, that no such Residency Regulations shall conflict with the Declaration, these By-Laws, or the

[Book 1883 Page 0699]

Highland Links Colony Documents Page 34

provisions of the Condominium Act, and in the event of any conflict between the said Residency Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium property a copy of the Regulations adopted from time to time by the Association. These regulations may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners or water system users as provided in the Declaration before such shall become effective.

## **ARTICLE XII: RESALE OF PURCHASER**

### **12-100 [Information for Prospective Purchaser]**

In the event of any resale of a condominium unit or any interest therein by any person other than the Declarant, the prospective unit owner shall have the right to obtain from the owners' association, prior to the contract date of the disposition, the following:

- (a) Appropriate statements pursuant to RSA356-B:46, VIII and, if applicable, RSA 356-B:47;
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners Association within the current or succeeding two (2) fiscal years;

- (c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;
- (d) A copy of the income statement and balance sheet of the unit owners' association for the last fiscal year for which such statement is available;
- (e) A statement of the state of any pending suits or judgments in which the unit owners' association is a party defendant;
- (f) a statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner; and
- (g) A statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments.

## **12-200 [Officer to Supply Purchase Information]**

The principal officer of the unit owners' association, or such other officer or officers as the condominium instruments may specify, shall furnish the statements prescribed by this paragraph upon the written request of any prospective unit owner within fourteen (14) days of the receipt of such request.

[Book 1883 Page 0700]

Highland Links Colony Documents Page 35

## **ARTICLE XIII: SEVERABILITY, GENDER, INTERPRETATION**

### **13-100 Severability**

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance hereof or the Declaration.

### **13-200 Gender**

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 required.

### **13-300 Interpretation**

The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

The foregoing were adopted as amended By-Laws of HIGHLAND LINKS COLONY, A CONDOMINIUM, a condominium association, not for profit, organized under the laws of the State of New Hampshire at the first meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_ 19\_\_.

\_\_\_\_\_  
Secretary

APPROVED:

\_\_\_\_\_  
President<sup>30</sup>

[Below is the next, and last, page of the original document. There is no Book or Page number.]

Unit	Group	Value	%
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%
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	117,125.00	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%
		3,616,950.00	100.00%

FINAL  
LINKS % OF  
UNDIVIDED INTEREST  
(SORTED BY UNIT)

<sup>30</sup> On the line labeled "Secretary" these words are written in ink, "Signatures appear on the first page of this recording."

# Appendices



## Appendix I: Declaration: Section 1-100 [Definitions]

### 1-100 [Definitions]

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:

[Book 1883 Page 0667]

#### 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 the 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 2-400 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 assessment 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:

**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 Mountain River Development Associates, L.L.C., a limited liability company formed and organized under the laws of the State of New Hampshire with a principal place of business at Holderness New Hampshire and a mailing address of 340 Main Street, Worcester, Massachusetts 01608 its successors and assigns.

**1-116 “Declaration”**

means this instrument.

**1-117 “Highland Links, 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.

[Book 1883 Page 0669]

**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 calculations 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.

## Appendix II: Declaration: ARTICLE XIV: ENFORCEMENT, Section 14-100

### 14-100 [Requirement of Members to Comply with Instruments]

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.



## Appendix III: Declaration: Section 2-601 Voting Rights

### 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 the unit.



## Appendix IV: Declaration, Article IX: Conveyances, Sections 9-100 to 9-300.

### ARTICLE IX: CONVEYANCES

#### 9-100 [Sale, Lease, Mortgage of Units]

The sale and leasing and mortgaging of condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:

#### 9-200 [Sale of Condominium Unit]

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 [Requirement to Pay Assessments Prior to Sale]

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.

## Appendix V: Declaration, Article VIII: By-Laws

### ARTICLE VIII: BY-LAWS

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.

## Appendix VI: The 2<sup>nd</sup> Amendment to By-Laws [May 17, 2022]

PAGE 1 of 3 **BK: 4728 PG: 644**

Return to:  
Seven Rivers Law Office, PLLC  
221 Old Concord Turnpike  
Barrington NH 03825

E # 22006540 05/17/2022 09:02 AM  
Book 4728 Page 644 Page 1 of 3  
Register of Deeds, Grafton County



**SECOND AMENDMENT TO  
BY-LAWS OF CONDOMINIUM  
FOR  
HIGHLAND COLONY CONDOMINIUM**  
Formerly known as  
**HIGHLAND LINKS COLONY, A CONDOMINIUM  
HOLDERNESS, NEW HAMPSHIRE**

WHEREAS, Highland Colony Condominium Association is the "Association of Owners" organized pursuant to the Declaration of Condominium for Highland Colony Condominium, formerly known as Highland Links Colony, A Condominium, dated October 15, 1990 and recorded in Grafton County Registry of Deeds at Book 1883, Page 666, as amended (hereinafter the Declaration), and the By-Laws of Highland Links Colony, a Condominium, recorded with the Declaration as amended; and

WHEREAS, Highland Colony Condominium is located in Holderness, Grafton County, New Hampshire; and

WHEREAS, Article 10-100 to the By-Laws permits amendment to the By-Laws pursuant to Article 25-100 of the Declaration, which in turn permits amendment upon vote of two-thirds or more of the total voting power of all unit owners, cast in accordance with the Declaration and By-Laws; and

WHEREAS, at a duly noticed meeting of the Highland Colony Condominium Association held on September 17, 2016, more than two-thirds of the total voting power of all unit owners cast votes approving said amendment was approved as set forth in the attached Certificate of Vote.

NOW, THEREFORE, pursuant to the By-Laws and Declaration of HIGHLAND COLONY CONDOMINIUM and RSA 356-B:34, the By-Laws is amended as follows:

1. Amend Article 9-201 as follows: Replace all of 9-201 with the following:

9-201 Mail: Notice of the unit owners' annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance, and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the



time, place and purpose of such meeting. Such notice shall be sent by United States standard mail to all unit owners of record at the address of the respective units and/or to such other addressees as any of them may have designated.

2. In all other respects, the Bylaws shall remain in full force and effect.

This Amendment shall become effective immediately upon its recordation together with the Certificate of Vote, at the Grafton County Registry of Deeds.

6<sup>th</sup> IN WITNESS WHEREOF, the undersigned have hereunto set their hands this May day of May, 2022.

HIGHLAND COLONY CONDOMINIUM  
ASSOCIATION

By: Greg Pitman  
Greg Pitman, President

By: Robert Fleck, Treasurer  
Robert Fleck, Treasurer

STATE OF New Hampshire  
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Greg Pitman, as President of the Highland Colony Condominium Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Colony Condominium Association.

Before me,

Melissa Lynn  
Notary Public/Justice of the Peace  
My commission expires: September 13, 2022

STATE OF New Hampshire  
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Robert Fleck, as Treasurer of the Highland Colony Condominium Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Colony Condominium Association.

Before me,

Melissa Lynn  
Notary Public/Justice of the Peace  
My commission expires: September 13, 2022



**CERTIFICATE OF VOTE**

The Amendment was approved by seventy-four percent (74%) of the total votes of all owners of the Highland Links Colony Homeowners Association in accordance with the Declaration and Bylaws of the Association.

Date: May 6, 2022 By: Robert A. Tiverson  
Robert Tiverson, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

May 6, 2022

This instrument was acknowledged before me on May 6, 2022 by Robert Tiverson as Secretary of the Highland Links Colony Homeowners Association, and acknowledged the foregoing instrument to be his/her free act and deed on behalf of Highland Links Colony Homeowners Association.

Before me,



Melissa A. Seppi  
Notary Public/Justice of the Peace  
My commission expires: September 13, 2022

## Appendix VII: Declaration, Insurance and Voting

### ARTICLE III: INSURANCE AND VOTING

#### 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.

#### 3-103 Workmen's Compensation

Insurance as required by law.

#### 3-104 [Other Insurance]

Such other insurance as the Board may determine such as special coverage for the use of the recreation facilities.

## Appendix VIII: Declaration, ARTICLE XXV: AMENDMENT

### ARTICLE XXV: AMENDMENT

#### 25-100 [Right to Amend This Declaration]

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.