

EXHIBIT C

BY-LAWS OF RIVERS EDGE AT BRENTWOOD CONDOMINIUM

ARTICLE I PLAN OF UNIT OWNERSHIP

1. **Purpose.** The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of Condominium for Rivers Edge at Brentwood Condominium, and are made a part thereof. All present and future holders of any interest in the Condominium shall be members of Rivers Edge at Brentwood Condominium Unit Owners' Association (Association) which is a "condominium management association," organized and operated to provide for the management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and, other than by a rebate of excess assessments pursuant to Article V, Section 1 (c) hereof, to the benefit of any Owner.

2. **Definitions.** Unless otherwise defined herein, terms shall have the same meaning as defined in the Declaration. Terms not defined herein or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. **By-Laws' Applicability.** The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a unit or any other portion of the Condominium shall constitute an acknowledgment that such owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the Rules and will comply with them.

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

ARTICLE II UNIT OWNERS' ASSOCIATION

1. **Composition.** All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners' Association" which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that

may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. **Voting.** Each unit which has been conveyed by the Declarant shall be entitled to the number of votes equal to the Percentage Interest assigned to such unit in the Declaration. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that unit. But if more than one of such persons is present, the vote appertaining to that unit shall be cast only in accordance with the agreement of a majority of them. Such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this section to include, without limitation any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such units are entitled.

3. **Place of Meeting.** Meetings of the Unit Owner's Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of meeting.

4. **Annual Meeting.** Meetings of the Unit Owner's Association shall be held on the third Tuesday of March of each year, or on such other date within a thirty (30) day period prior to or subsequent from such date, as may be designated by the Board of Directors and reflected in the notice provided for in section 6 below. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Article III. Provided, however, that until five (5) years after the recordation of the Declaration or until units to which three-fourths ($\frac{3}{4}$) of the undivided interest in the Common Area appertain have been conveyed by the Declarant, whichever occurs first, the Declarant shall be entitled to elect all of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. **Special Meetings.**

(a) **Transfer of Control by Declarant.** After units representing one hundred percent (100%) or more of the undivided interest in Common Area have been conveyed by Declarant, but in no event later than five (5) years after the formation of the Association by the recordation of the Declaration, the Declarant shall notify the Unit Owners thereof and shall call a special meeting of the Unit Owners. Notice of such

meeting shall be given in accordance with the provisions of section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any unit or units, shall elect a new Board of Directors.

(b) **Other Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board or upon a petition signed and presented to the Clerk by Owners having not less than thirty percent (30%) of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and no business shall be transacted at a special meeting except as stated in the notice.

6. **Notice of Meeting.** It shall be the duty of the Clerk to send, by first class United States mail, a notice of each meeting, at least twenty-one (21) days in advance of any annual or special Association meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of such Owner's Unit and at such other address as each Owner may have designated by notice in writing to the Clerk; provided, however, that such notice may be hand delivered by the Clerk or Manager, if the Clerk or Manager obtains a receipt of acceptance of such notice from the Unit Owner.

7. **Voting Requirements.** An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if and only if he shall have fully paid all assessments made or levied and due against him and his Condominium unit by the Board as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. **Proxies.** The vote appertaining to any unit may be cast pursuant to a proxy executed by or on behalf of the Unit Owner or, where the Unit Owner is more than one person, by or on behalf of all such persons. The validity and revocation of proxies is governed by Section 39, IV of the Condominium Act as the same may be amended from time to time.

9. **Quorum.** A quorum shall be deemed to be present throughout any meeting of the Unit Owners, until adjourned, if persons or proxies entitled to cast more than thirty-three and one-third percent (33 1/3%) of the total votes are present at the beginning of such meeting.

10. **Order of Business.** The order of business at all meetings of the Unit Owners' Association may be as follows:

- roll call;
- recitation of proof of notice of meeting;
- reading of minutes of preceding meeting;

- reports of officers;
- report of Board of Directors;
- reports of committees;
- election of Directors, if applicable;
- unfinished business; and
- new business; any of which may be waived.

11. **Conduct of Meeting.** The President, or his designated alternative, shall preside over all meetings of the Unit Owners' Association and the Clerk shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these By-Laws or the Condominium Act.

ARTICLE III BOARD OF DIRECTORS

1. **Powers and Duties.** The affairs and business of the condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these By-Laws directed to be exercised and done by the Unit Owners' Association. The Board shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters which might arise between meetings of the Board. In addition to the general duties imposed by these By-Laws, the Board shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses.

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, establishing bank accounts and depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium, including but not limited to trash collection, snow removal, and hydrant clearance from the Common Area, water, sewer, electrical, gas, telephone and any other necessary utility service for the Common Area.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules providing detail concerning the operation, use and enjoyment of the Property (subject to the condition that such Rules shall not be in conflict with the Condominium Act or with the Declaration or these Bylaws, and subject to the provisions of Section 11 of Article V hereof) and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners.

(f) Obtaining and maintaining insurance against casualties and liabilities, as provided in Article VI of these By-Laws. Paying the premiums therefore and making, or contracting for the making of, repairs, additions, and improvements to, or alterations to the Property and repairs to and restoration of the Property, in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty.

(g) Opening bank accounts on behalf of the Association and designating signatories required therefor, and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners, and their duly authorized agents, at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices.

(h) The Board shall have the irrevocable power as attorney-in-fact on behalf of all of the Owners, their heirs, successors and assigns to do the following things:

(i) To execute easements through the Common Area benefitting the Condominium or any portion thereof;

(ii) To negotiate, settle and litigate, including execution of any necessary documents, any proceeding by any governmental authority to condemn all or any portion of the Common Area, any dispute concerning the location of the boundaries of Common Area, disputes concerning title to all or any portion of the Common Area and any other dispute which affects the Common Area; and

(iii) To open bank accounts on behalf of the Association and designate signatories required therefor, and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners, and their duly authorized agents, at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices.

2. **Managing Agent.** The Board may employ, or contract with a professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraph (b) of Section 1 of this Article III shall require the written consent of the Board. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, *inter alia*, that such agreement may be terminated without penalty and without cause upon no more than ninety (90) days written notice. The Unit Owners' Association and the Board shall retain a Manager when requested to do so by Eligible Mortgage Holders or Eligible Insurers or Guarantors holding, insuring or guaranteeing mortgages on units which have at least fifty-one percent (51%) of the votes of the units subject to such mortgages and when a Manager has been so required, any decision to reestablish self-management by the Unit Owners' Association shall require the prior consent of Owners of units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association are allocated and the approval of Eligible Mortgage Holders holding mortgages on units which have at least fifty- one percent (51%) of the votes of the units subject to such mortgages.

3. **Number of Directors and Initial Selection of Board.** The Board shall be composed of three (3) persons. Until the election of the Board takes place at the first annual meeting of the Unit Owners' Association, as provided In Section 5 of Article II, the Board shall consist of such persons, which may be a lesser number or a company to the fullest extent allowed by law, as shall have been designated by the Declarant. Thereafter, anything in these By-Laws to the contrary notwithstanding, until five (5) years after the date of recordation of this Declaration in the Registry, or until units to which three-fourths (3/4ths) of the undivided interests in the Common Area appertain have been conveyed by the Declarant, whichever first occurs (such time being sometimes referred to herein as the "Declarant's control period"), the members of the Board shall be selected and designated by the Declarant, which members may be a lesser number than three or may be a company, if allowed by law. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time, provided it does so in express writing so stating. Except during the Declarant's control period, Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

4. **Election and Term of Office.** Subject to the provisions of Article II, Section 4, at the first annual meeting of the Unit Owners' Association three (3) Directors shall be elected, except as may be otherwise allowed herein. The term in office of one (1) Director shall expire at the first annual meeting following election of the initial board, the term in office of one (1) Director shall expire at the second annual meeting and the term in office of one (1) Director shall expire at the third annual meeting. At the expiration of the initial term of office of each Director, his successor shall be elected to serve a term of

three (3) years and each Director shall hold office until his successor has been elected.

5. **Organization Meeting.** The first meeting of the Board shall be held within ten (10) days after the first annual meeting of the Unit Owners' Association at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present there.

6. **Regular Meetings.** 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, but at least two (2) such meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owners' Association. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as the annual meeting of the Association.

7. **Special Meetings.** Special meetings of the Board may be called by the President on five (5) business days' notice to each Director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) Directors.

8. **Waiver of Notice.** Before or within ten (10) days after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. **Board Quorum.** At all meetings of the Board, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. **Vacancies.** Vacancies in the Board caused by any reason other than removal of a Director by a vote of the Unit Owners' Association, shall be filled by vote of the majority of the remaining Directors, at a regular or special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum of the Board. Each person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that the vacancy of any Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the

Declarant.

11. **Removal of Directors.** A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of two-thirds (2/3rds) of the votes represented and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this section to the contrary, no person selected and designated by the Declarant as a member of the Board may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. **Availability of Records.** The Board shall make available to all Owners, mortgagees and to insurers or guarantors of any mortgage on a unit, current copies of the Declaration, By-Laws, other Rules concerning the Condominium and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a unit shall be entitled, within a reasonable time after written request to an audited financial statement for the immediately preceding fiscal year.

13. **Licenses and Easements.** The Board, on behalf of the Unit Owners' Association and the individual Unit Owners, shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Each Unit Owner, by acceptance of the conveyance of a unit and in consideration of an undivided Percentage Interest in the Common Area, and for the sole purpose set forth in this subsection 13, hereby grants to the Board, as the same may be constituted from time to time, an irrevocable power of attorney to execute any and all such permits, licenses and easements.

14. **Compensation.** No Director shall receive any compensation from the Condominium for acting as such, but shall be entitled to reimbursement for any out of pocket expenses.

15. **Conduct of Meetings.** The President, or, in his absence, a president *pro tem* elected by the Board, shall preside over all meetings of the Board and the Clerk shall keep the minutes of the meetings of the Board; recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings. The minutes shall be filed in the Record Book of the Condominium.

16. **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

17. **Fidelity Bonds.** The Board may require that all officers, Directors, agents and employees of the Unit Owners' Association or of any Manager handling or responsible for funds furnish adequate fidelity bonds. If required, the premiums on such bonds shall constitute a common expense.

18. **Dispensing with Vote.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. To the extent allowed by law, Board meetings may be held by electronic means, such as by conference telephone calls and contemporaneous e-mail exchanges.

19. **Liability of the Board.** The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or clearly contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith or due to willful misconduct or contrary to such provisions. It is also intended that the liability of any 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 unit's percentage of common interest bears to the total percentage of common interest of all units. Every written agreement made by the Board or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his unit's percentage of common interest bears to the total percentage of all units. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, or by reason of the fact that he is or was a Director, or officer, for expenses (including attorneys' fees) judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct.

ARTICLE IV OFFICERS

1. **Designation.** The principal officers of the Condominium shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistants or such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The President may be an executive or manager of a company that is a member of the Board. The offices of Treasurer and Clerk may be held by the same person.

2. **Election of Officers.** The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board, or any special meeting of the Board called for such purpose.

4. **President.** The President shall be the chief executive officer. He, or his designated alternate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board, and shall be an *ex officio* member of all committees. He shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of President of a stock corporation organized under the laws of the State of New Hampshire.

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

6. **Treasurer.** The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager. With the assistance of the Manager, the Treasurer shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, where possible taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

7. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations may be executed by any officer of the Condominium or by such other person or persons as may be designated by the Board.

8. **Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as such, but shall be entitled to reimbursement for any out-of-pocket expenses.

ARTICLE V OPERATION OF THE PROPERTY

1. **Determination of Common Expenses and Assessments Against Owners.**

(a) Fiscal Year. The fiscal year of Condominium shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of the organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board.

(b) Preparation and Approval of Budget. Each year the Board shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the units as to which it is the responsibility of the Board to maintain, repair and replace. In addition, the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board shall be assessed against the Owners of units which have been substantially completed by the Declarant and for which As-Built Floor Plans have been recorded as of January 1 of each fiscal year. Assessments shall be made against each Owner in proportion to the number of votes in the Unit Owners' Association appertaining to the Owner's unit, and shall be a lien against each Owner's Condominium unit when perfected in accordance with the Condominium Act. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board, either be returned to the Owners in accordance with each Owner's votes in the Unit Owner's Association, or be credited according to each Owner's votes in the Association to the next monthly installment due from Owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the

Board deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The Board shall build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which shall be funded by regular monthly payments, as provided for in subparagraph (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association, and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments. Until the Declarant no longer owns any unit in the Condominium, or until the Declarant transfers control of the Association, whichever event shall first occur, the Board may omit from the budget all allowances for contingencies and reserves.

(e) Working Capital Reserve. The Board shall establish a working capital fund equal to two (2) months' estimated Common Area charge for each unit. Each unit's contribution shall be collected at the time of conveyance of such unit by the Declarant. The Declarant shall be entitled to reimbursement for any assessment contributed by the Declarant from a Unit Owner at the time of conveyance of such unit by the Declarant. The fund shall be maintained in a segregated account for the use and benefit of the Association of Owners.

(f) Initial Assessment. When the first Board takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Registry and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this section. The Board may establish an initial operating reserve through special assessment of each Owner upon purchase of his Condominium unit from the Declarant.

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

2. **Payment of Common Expenses.** All Owners shall be obligated to pay the Common Expenses assessed by the Board pursuant to the provisions of section 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium unit subsequent to a sale, transfer or other conveyance by him of such Condominium unit. The purchaser of a Condominium unit or a successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amount paid by the purchaser therefor. Provided however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board or the Manager setting forth the amount of the unpaid assessments against the unit and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for any unpaid assessments in excess of the amount therein set forth. Failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or such greater sum as is established by the Board, but not to exceed the maximum allowable under the Condominium Act, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or purchaser of a Condominium unit obtains title to the Condominium unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the first mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such unit by such mortgagee pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such mortgagee pursuant to the aforesaid remedies shall be collectible from all Owners, including the first mortgagee in proportion to its respective votes in the Unit Owners' Association.

3. **Collection of Assessments.** The Board shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

4. **Maintenance and Repair.**

(a) By the Condominium Unit Owners' Association. Except as otherwise provided in section 4(b) below, the Board shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expenses shall be charged to such Owner) of all the Common Area, whether located inside or outside the Units, the costs of which shall be charged to all Owners as a Common Expense. This includes, but is not limited to, all lawn mowing of Common Areas and the repair, reconstruction and snow removal from all roads, driveways, parking areas and walks within the Limited Common Area on the Property.

(b) By the Owner. Each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof. This includes but is not limited to, all interior walls, finished interior surfaces of walls, ceilings and floors, kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other. Each Owner shall keep the interior of his unit and its equipment and appurtenances in good order and condition, and shall do all redecorating, painting and refinishing which may at any time be necessary to maintain the good appearance and condition of his unit. In addition, each Owner shall be responsible for all damage to any and all other units or to the Common Area resulting from his failure to make any of the repairs required to be made by him in this section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board, or the Manager, any defects or need for repairs for which the Board is responsible. To the extent a repair or replacement is caused by a casualty for which insurance is paid, the appropriate amount of the insurance proceeds shall be made available for such purpose, subject to the provisions of Article VII.

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

(d) Failure of Owner to Perform Maintenance. In the event that any Owner shall fail to properly maintain his unit the Board, upon providing the Owner with not less than thirty (30) days written notice (except in the event of emergencies where the Board may act immediately without notice, or with such lesser notice as may be reasonable), may perform such maintenance. The Board shall bill the Owner for the cost of all such maintenance performed by the Board on the Owner's behalf, which bill shall be due and payable immediately upon receipt, which such bills shall constitute a special assessment against the Unit Owner.

5. **Additions, Alterations or Improvements by Board.** Whenever in the judgment of the Board the Common Area shall require additions, alterations or improvements for which a reserve has not been established costing in excess of Twenty-Five Thousand Dollars (\$25,000.00) or twenty-five percent (25%) of the annual budget, whichever may be greater, during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by Owners having a majority of the percentage of common interest, the Board shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than Twenty-Five Thousand Dollars (\$25,000.00) during any period of twelve (12) consecutive months or for which a reserve has been established, may be made by the Board without approval of the Owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if in the opinion of not less than two-thirds (2/3) of the members of the Board, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of an Owner or a limited number of

Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board.

6. **Additions, Alterations or Improvements by Owners.** No Owner shall make any other addition, alteration or improvement in or to his unit which affects the structural integrity or external appearance of the unit or Common Area, without the prior written consent thereto of the Board. No Owner shall paint in a different color, decorate or otherwise change the external appearance of his unit, including the doors and windows, without the prior written consent thereto of the Board. A Unit Owner who owns two (2) contiguous Units may, with the prior written consent of the Board, remove all or a portion of the common wall situated between the two (2) Units provided; that

- (i) the Unit Owner submits a detailed plan for the removal of the common wall or portion thereof together with a certificate of a licensed professional engineer certifying that such removal will not adversely affect the structural integrity of any Unit or the Building,
- (ii) the common wall or portion thereof to be removed, does not contain any pipes, conduits or other utility lines and
- (iii) the Unit Owner pays any expenses incurred by the Board in obtaining independent professional opinions with respect to the proposed work and its potential effect upon the Common Area, Units and the Building.

The Board shall be obligated to answer any written request by an Owner for approval of such proposed alteration or improvement within sixty (60) days after such request. The provision of this section 6 shall not apply to Condominium units owned by the Declarant until such units have been initially conveyed by the Declarant.

7. **Restrictions on Use of Units.** To assist the Condominium in providing for congenial occupancy, and the protection of the value of the units, it is necessary that the Board shall have the right and authority to exercise reasonable controls over the use of the units. Violation of the following enumerated prohibitions shall not be permitted, and the Board is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

- (a) No advertisements, posters or exterior sign age of any kind shall be posted in or on the Property except as authorized by the Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the units.
- (b) No clothing, laundry, rugs or wash shall be hung from or spread upon any window or exterior portion of the Building or in or upon any Common Area. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view. No outdoor cooking grills may be used except in areas, if any, specifically designated by the Board.

(c) No animals, other than common household pets (as defined by the Board of Directors) with the consent of the Board, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the property. The Board of Directors may establish rules and regulations regarding animal control and the obligations of owner and keeper as to such animals including but not limited to the number of pets an Owner may keep. The Board of Directors, at its sole discretion, may revoke any such consent at any time in the event of an incident regarding such animal, which incident may include but is not limited to repeated noise, odor, fighting, attacks or threatening behavior, property damage or the failure by the animal's owner to control the animal or to conform to these provisions or Rules as to animals established by the Board of Directors. Any animal shall be leashed with the leash being in the hands of a person or carried at all times in the common areas and facilities. The owner shall immediately clean up after the animal. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Condominium Board of Directors on demand. The pet owner and owner of the Unit in which the animal is staying shall hold the Condominium Board of Directors harmless from any claim resulting from any action of a specific pet. Each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. The Board shall be authorized to prohibit or cause the removal of any pet which is a nuisance to others.

(d) Owners, tenants and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb others.

(e) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of the building or is otherwise visible on the exterior of a building except as initially installed by the Declarant or as authorized by the Board.

(f) No Unit or Common Area of the Condominium may be used for any unlawful or improper purpose.

(g) Nothing shall be done in any unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change the Building or improvements thereon except as provided in the Declaration or these By-Laws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board,

(h) No one shall place or cause to be placed in any Common Area stairs or stairway, walkway, driveway, parking area or other Common Area any bicycles, furniture, packages or objects of any kind. These areas shall be used only for normal transit through them (or, where appropriate, vehicular parking in them).

(i) The parking and storage of automobiles, except upon designated areas, is prohibited. The Board of Directors is explicitly empowered to promulgate rules to define all vehicle classification(s).

(j) The parking and storage of recreational vehicles, including, but not limited to boats, boat trailers and campers shall be prohibited, except as authorized in writing by the Board.

(k) No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board. No waste shall be committed in the Common Area.

(l) In the use of the units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board, to the extent applicable.

8. **Right to Access.** An Owner shall grant a right of access to his unit to the Board and the Manager and to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any conditions originating in his unit and threatening another unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. **Rules.** Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board, provided that such rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board to each Owner prior to the time when the same shall become effective. A vote of the majority of Owners, present in person or by proxy, at a meeting of the Association may overrule and declare void any Rule adopted by the Board; provided, that notice of the proposal to overrule shall be included in the notice of such meeting.

ARTICLE VI INSURANCE

1. **Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Board shall obtain:

(a) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of any Common Area structure within the Condominium, specifically excluding the Dwelling Units located on each building envelope (each Dwelling Unit is to be insured by the Owner of the Unit) in the name of

the Unit Owners' Association, for the use and the benefit of the individual Owners and their mortgagees;

(b) a master liability policy covering the Association, the Board, the Manager, and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium, including what is commonly known as "officers and directors liability" insurance coverage;

(c) fidelity bonds covering the Board, the Unit Owners' Association and any management agent, if required; and

(d) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(i) 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 Association and all individuals referred to in section 1 (b) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. The insurance, however, shall not insure against individual liability for negligence occurring within a unit or within the Limited Common Area to which a unit has exclusive use.

(ii) Workmen's compensation insurance as required by law.

(iii) Such other insurance as the Board may determine.

2. General Insurance Provisions.

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

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under section 1 above:

(i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud;

(ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control;

(iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of units in the Condominium;

(v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and

(vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

(c) The Board shall be required to make every effort to see that all policies of liability insurance provided for under Article VI, Section 1 above: (i) shall cover all common areas, public ways, and any other areas under the supervision of the Association, and any commercial spaces owned by the Association, even if leased to others; (ii) shall provide coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the common Area; (iii) shall provide coverage for any legal liability resulting from lawsuits relating to employment contracts in which the Association is a party; (iv) shall, if they do not include "severability of interest" clauses, provide that no Unit Owner's claim will be denied because of negligent acts of the Association or other Unit Owners; and (v) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder and all first mortgagees of Units named in the policies.

(d) The Association's fidelity bond required above should name the Association as obligee. The management agent's required fidelity bond should name the Association as an additional obligee. Both bonds must provide that they may not be cancelled or substantially modified without at least thirty (30) days' written notice of all of the insureds thereunder and all first mortgagees of Units named in the policies.

3. Individual Policies.

(a) Each Owner shall obtain at the Owner's sole expense fire insurance with standard extended coverage endorsement, vandalism, malicious mischief endorsements insuring such Owner's Dwelling including, without limitation, all exterior and such portions of the interior of such Dwelling as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as

heating and air-conditioning and all other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the building; and heating and lighting fixtures, such insurance to be in an amount at least equal to the replacement value of the Dwelling, and to be payable to the Owner and its mortgagee as their respective interests may appear.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board, as Trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

Any such insurance should cover any loss, injury, or damage to persons or to any floor coverings, appliances, and other personal property not covered in the master policy and all improvements to his Unit which exceed a total value of One Thousand (\$1,000.00) Dollars and which are not reported to the Board.

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

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

ARTICLE VII REPAIR AND RECONSTRUCTION AFTER FIRE, CONDEMNATION OR OTHER CASUALTY

1. **When Repair and Reconstruction are Required.** Subject to the provisions of the Declaration, in the event of damage to or destruction of all or any part of any Common Area buildings in the Condominium as a result of fire or other casualty or by condemnation, the Board shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of such buildings.

2. **Procedure for Reconstruction and Repair.**

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

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such cost shall be made against the Owners in proportion to their respective votes in the Unit Owners' Association. If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amount, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of these Bylaws.

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

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

3. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty (or borrowed by the Board as provided in Article VII, Section 2(b) above) shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

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

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall first be applied to any borrowing pursuant to Article VII, Section 2(b) above, and the remainder, if any, shall be distributed to the Owners to repay them for assessments, if any, pursuant to said

Article VII Section 2(b). Otherwise, any remainder shall be added to the reserve for contingencies and replacement of Common Area.

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

ARTICLE VIII SALES, LEASES AND ALIENATION OF UNITS

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

2. **Payment of Assessments.** No Owner shall be permitted to convey, mortgage, sell, lease, give or devise his unit unless and until he (or his personal representative) shall have paid in full to the Board all unpaid Common Expenses theretofore assessed by the Board with respect to this unit, (except as provided in section 2 of Article V), and shall have satisfied all unpaid liens with respect to his unit, except mortgages. The Board shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's unit and the amount if any, then outstanding. In the event that the unit is subject to outstanding expenses previously levied against such unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners' Association to prevent the disposition. Failure or refusal to furnish such a statement within seven (7) days of receipt of such request by the Board or Manager, shall make the above-mentioned prohibition inapplicable to any such disposition of the unit. Any such statement shall be binding on the Association, the Board and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

ARTICLE IX AMENDMENT TO BY-LAWS

1. **Amendments.** Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended either:

(a) by a vote of at least seventy-five percent (75%) of the percentage common interest owned by the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting; or

(b) pursuant to a written instrument duly executed by Owners holding at least seventy-five percent (75%) of the percentage common interest; provided, however, that:

(i) section 4 of Article II, and section 3 of Article III, shall not be affected insofar as they relate to the election of members of the Board by the Declarant;

(ii) section 2 of Article II, insofar as it provides that the Declarant so long as it is the Owner of one or more units, may vote the votes appurtenant thereto; and

(iii) this section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such unit or units.

2. **Recording.** A modification or amendment of these By-Laws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34. IV of the Condominium Act.

3. **Conflicts.** No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

4. **Approval of Mortgagees.** These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the unit. Accordingly, all mortgagees shall be given thirty (30) days' notice of all proposed amendments of these By-Laws or the Declaration and no amendment or modification these By-Laws or the Declaration which establish, provide for, govern or regulate any the following matters:

(a) Voting;

(b) Assessments, assessment liens or subordination of such liens;

- (c) Reserves for maintenance, repair and replacement of the Common Areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Areas;
- (f) Responsibility for maintenance and repair of the units, Common Area or Limited Common Areas;
- (g) Contraction of the project or withdrawal of property to or from the project
- (h) Boundaries of any unit;
- (i) The interests in the general or Limited Common Areas;
- (j) Convertibility of units into Common Areas or of Common Area into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her unit; and
- (m) Any provisions for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on units.

No such amendments shall be effective or valid without the written consent or approval of mortgagees holding mortgages on units which have at least fifty- one percent (51%) of the votes of units which are subject to mortgages; provided, however, that a mortgage holder who receives a written request to approve modifications or amendments who does not deliver or post a negative response within thirty (30) days of mailing of the request shall be deemed to have approved such request.

ARTICLE X MORTGAGES

1. **Notice to Board.** An Owner who mortgages his Condominium unit shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.
2. **Notice of Action.** Upon written request to the Unit Owners' Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

(d) Any proposed action which under the Declaration, these By-Laws or the Condominium Act, requires the consent of a specified percentage of mortgage holders.

3. **Notice of Default.** The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or By-Laws. If such default is not cured within thirty (30) days, the Board shall send a copy of such notice to each mortgagee covering such unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these 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.

4. **Notice of Damage.** The Board shall notify:

(a) the mortgagee of a unit whenever damage to the unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board is made aware of such damage; and

(b) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

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

ARTICLE XI NOTICE

1. **Manner of Notice.** All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. mail, first class postage prepaid:

(a) if to an Owner, at the address of his unit and at such other address as the Owner may have designated by notice in writing to the Clerk; or

(b) if to the Unit Owners' Association, the Board or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

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

ARTICLE XII COMPLIANCE AND DEFAULT

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

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board, the Manager, or, if appropriate, by the aggrieved Owner. Nothing contained herein shall be deemed to limit the right of any Owner to commence legal proceedings against the Unit Owners' Association for any violation of the Declaration of these By-Laws.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

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

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

(e) Interest. In the event of a default by any Owner which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per annum from the due date thereof. In addition, the Board shall have the authority to impose a late payment charge on such defaulting Owners in an amount not to exceed Fifteen Dollars (\$15.00).

(f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board or the Manager the right, in addition to any other rights set forth in these By-Laws:

(i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning or provisions hereof, and the Board or Manager shall not thereby be deemed guilty in any manner of trespass;

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or

(iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total regular assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-laws (including but not limited to assessments pursuant to Article V, Section 4(d)) is hereby declared to be a lien levied against the unit of such Owner as provided in the Condominium Act. The lien shall, with respect to regular assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than seven (7) days after delivery to the Owner of notice of such special assessments.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board. The then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or Manager.

(c) The lien for assessments shall include costs and attorneys' fees as provided for in section 1 of this Article and the lien contribution 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, acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suits 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.

ARTICLE XIII RESALE OF UNITS

In the event of the resale of a unit or any interest therein by a Unit Owner (other than the Declarant), the President or such other officer or officers as the Board may from time to time specify shall, upon the written request of any prospective owner and within ten (10) days thereof, furnish to the prospective owner:

1. Statements as provided for in Article V, Section 2 and Article VIII, Section 2 hereof.
2. A statement of any capital expenditures and major maintenance expenditures anticipated within the current or succeeding two (2) fiscal years.
3. 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.
4. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.
5. A statement of the status of any pending suits or judgments in which the Association is a party defendant.
6. A statement setting forth what insurance coverage is provided for all Unit Owners

by the Association and what additional insurance coverage would normally be secured by each individual unit owner.

7. 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.

ARTICLE XIV COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

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

[The balance of this page is left blank intentionally. The next page is the signature page.]

IN WITNESS WHEREOF, Declarant, Rivers Edge Brentwood, LLC, a New Hampshire limited liability company, has caused these Bylaws to be executed by Frank J. Catapano, its duly authorized Manager this 21st day of November, 2017.

Rivers Edge Brentwood, LLC

Name: Frank J. Catapano
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21st day of November, 2017, before me the undersigned notary public, personally appeared Frank J. Catapano, as Manager of Rivers Edge Brentwood, LLC, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, in the capacity indicated, and that he has the authority to sign in that capacity.

Kathryn M. Morin, Notary Public
My Commission Expires: 05/21/2021