

Judith A. MacDonald

Return to:

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DECLARATION OF CONDOMINIUM

FOR

THE VILLAGE AT PEACOCK BROOK, A CONDOMINIUM
NH Route 122, Amherst, New Hampshire

This DECLARATION is made this 23 day of May, 2008, by **Ducal Development, LLC**, a New Hampshire limited liability company with an address of 2 Sky Meadow Drive, New Hampshire 03062 (the "Declarant"), for the purposes of submitting certain property to the condominium form of ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (the "Act"); and for the purposes of establishing certain provisions regarding the use and ownership thereof, and other terms and conditions related thereto.

WITNESSETH:

WHEREAS, the Declarant owns a certain tract of Land, with the improvements heretofore or hereafter constructed thereon, located on NH Route 122, Amherst, Hillsborough County, New Hampshire, on which it proposes to construct condominium dwellings, related parking spaces, and other improvements that will comprise a condominium community known as The Village at Peacock Brook Condominium; and

WHEREAS, the Condominium may consist of a maximum of nineteen (19) units; and

WHEREAS, the Declarant intends to sell and convey units in the Condominium, subject to certain restrictions, covenants, conditions, easements and other provisions to establish a general plan of development for the Condominium.

NOW, THEREFORE, the Declarant hereby submits the property described in Exhibit A, and all easements and other rights appurtenant thereto, to be governed by and regulated in accordance with the Act, and to be improved, developed, encumbered, conveyed and otherwise transferred in accordance with the Act and the terms and conditions hereof.

ARTICLE 1

DEFINITIONS

Certain of the terms as used in this Declaration and in the Bylaws (which are annexed hereto as Exhibit B and are made a part hereof), are defined and shall have the following meanings, unless the context clearly indicates a different meaning therefore:

1.1 Act

The New Hampshire Condominium Act (NH RSA Ch. 356-B, as the same may be amended from time to time).

1.2 Amendment

Any amendment to this Declaration duly executed and recorded from time to time.

1.3 Assessment

The obligation levied against each Owner relative to the cost of repairing, replacing, maintaining, managing or otherwise implementing the purposes of this Declaration or the Act.

1.4 Association

The New Hampshire voluntary corporation known as The Village at Peacock Brook Condominium Association, which constitutes the association of Owners at the Condominium.

1.5 Board or Board of Directors

The executive and administrative entity designated in this Declaration, or Bylaws of the Association as the governing body of the Association.

1.6 Bylaws

The instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.

1.7 Common Area

All that portion of the Condominium, other than the Units, and as more particularly described in Section 2.4 hereof. The Common Area includes the Limited Common Area.

1.8 Common Expenses

All expenditures lawfully made or incurred by or on behalf of the 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 means Common Expenses for which Assessments are not yet due and payable.

1.9 Condominium

The Submitted Land and any interests thereon described in Exhibit A hercof, together with all buildings and other improvements and structures presently existing or hereafter created thereon, and

all personal property now or hereafter existing or put or installed thereon for common use by the Unit Owners in connection with the existence or operation of the Condominium.

1.10 Condominium Instrument

This Declaration and the Bylaws, as either or both may be amended from time to time.

1.11 Dwelling Site Unit

Site upon which a unit has yet to be constructed.

1.12 Declarant

Ducal Development, LLC, a New Hampshire limited liability company.

1.13 Declaration

This instrument.

1.14 Institutional Lender(s)

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 foregoing entities. For purposes of this Declaration, Institutional Lender shall also include any other individual or entity providing financing for the purchase, construction, or improvement of any real estate, which is part of the Condominium.

1.15 Limited Common Area

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.

1.16 Manager

The person or company designated by the Board, if any, to manage the affairs of the Condominium, and to perform various other duties as may be assigned to such person by the Board in accordance with the provisions of this Declaration and the Bylaws.

1.17 Ordinance

The Town of Amherst, New Hampshire Zoning Ordinance, Subdivision Regulations, and all laws, ordinances and regulations of the Town of Amherst, as the same may be amended from time to time.

1.18 Owner(s)

One or more persons who own(s) a Unit.

1.19 Floor Plan

The Condominium Floor Plan entitled, "Condominium Floor Plan, The Village at Peacock Brook, Land of Ducal Development, LLC, Tax Map 2, Lot 9, Amherst, New Hampshire" and recorded in the Hillsborough County Registry of Deeds as Plan No. 35850.

1.20 Rules and Regulations

Such regulations as the Board, from time to time, may adopt, inclusive of the implementation of a fine schedule, relative to the use of the Condominium, if any.

1.21 Site Plan

The plan approved by the Amherst Planning Board, which plan is dated May 3, 2007, was signed by the Chairman of the Amherst Planning Board effective September 5, 2007, and was recorded with the Hillsborough County Registry of Deeds on January 4, 2008 as Plan No. 35850.

1.22 Submitted Land

The land in the Condominium, which land, is described in Exhibit A.

1.23 Supplemental Declaration

The Declaration of Protective Covenants, Restrictions and Easements for The Village at Peacock Brook Condominium, NH Route 122, Amherst, New Hampshire concerning Affordable Housing and Private Road, which said instrument is of near or even date and recorded herewith. The terms of the Supplemental Declaration are incorporated herein. To the extent that there is an inconsistency between the Supplemental Declaration and this Declaration, the Supplemental Declaration shall control.

1.24 Undivided Percentage Interest

The undivided percentage interest in and to the Common Area attributed to each Unit and as set forth in Exhibit C appended hereto, as amended from time to time, pursuant to this Declaration and the Act.

1.25 Unit

A portion or portions of the Condominium designated and intended for individual ownership and use, as more particularly described in Section 2.3 hereof.

1.26 FNMA and FHLMC

Respectively, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and their respective successors.

ARTICLE 2

**SUBMITTED LAND. UNITS. COMMON AREA
AND LIMITED COMMON AREA AND PURPOSES**

2.1 Description of Land Submitted to the Act

The Declarant hereby submits to the Act certain land, defined herein as the Submitted Land, more particularly described in Exhibit A attached hereto and made apart hereof.

2.2 Description of Buildings

(a) Units. Upon the Submitted Land, the Condominium will include up to nineteen (19) residential units. Each separate dwelling shall constitute a Unit, as more particularly described in Section 2.3 below.

(b) Construction. All buildings will be of wood frame construction upon concrete block or poured concrete foundations and slabs. The designs of the buildings may vary.

2.3 Description of Units

The Unit number and the dimensions of each Unit are shown on the site plans and floor plans recorded herewith, or from time to time hereafter. The Unit itself consists of the entire, particular dwelling area, including any garage, porch, patio and/or deck that may be attached to the Unit. As a result, the horizontal and vertical boundaries of each Unit are as follows:

A. The boundaries of each Unit with respect to floors, ceilings, walls, doors and windows thereof are as follows:

- A.1. Lower Boundary (Lower Horizontal Boundary): The interior surface of the lowest most concrete slab in the Unit and any garage;
- A.2. Upper Boundary (Upper Horizontal Boundary): The plane of the underside of the roof rafters. Any insulation between the roof rafters shall be part of the Unit;
- A.3. Exterior/Perimeter Walls (Vertical Boundary): The inside plane of the wall studs making up the exterior and/or perimeter walls and the interior surface of the supporting concrete walls. Any insulation between the wall studs/supports shall be part of the Unit.
- A.4. Perimeter/Entrance Doors and Windows: To the exterior unfinished surface of all entrance doors and windows, including skylights, servicing the Unit, including all glass, window and entrance door frames, door thresholds and door hardware (i.e. door handle, any peep hole, locks, etc.) shall be part of the Unit. The metal bulkhead, if any, is part of the Unit.

B. Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area specifically described herein below which may be located therein. The finished interior surfaces of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, sub-flooring material (i.e. plywood), finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of each Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit and shall also be deemed to own the vents of his Unit (which shall be each owner's responsibility to keep in good repair), the sinks, bathtubs and other plumbing facilities, refrigerator, stove and other appliances located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed to own any pipes, wires, cables, chutes, flues, conduits or other public utility lines, ventilation or other ducts, bearing walls, bearing columns or structural portions of the building

running through said Unit, which are utilized for or serve that Unit. Such boundaries shall also include any patios, porches or decks serving the Units. Any mechanical equipment or utility service lines, including, but not limited to, any equipment necessary for any heating and air conditioning systems to function, and which service only one Unit, wherever located, shall be part of the Unit served.

2.4 Description of the Common Area

The Common Area includes, but not by way of limitation:

(a) The land on which the buildings containing the Units are located and the roadways, parking areas, driveways, walkways, shrubbery and other plantings, and other land and interests in land included in the description of the Submitted Land;

(b) The water supply system and its components, the waste water disposal system and its components, the electrical, heat and telephone systems and their components and other utility systems and components servicing the Condominium, except those which are: (i) defined as a portion of a Unit in Section 2.3 above, or (ii) are owned by the supplier of a utility service;

(c) Any other amenities (if any) which are constructed as recreation amenities; and,

(d) All other parts of the Condominium, including Limited Common Area and personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or otherwise in common use, and including any other easements set forth in Exhibit A or in this Declaration.

The Town of Amherst assesses the value of the Common Area and will distribute the assessment proportionately among each Unit Owner in relationship to their respective ownership undivided interest.

2.5 Description of Limited Common Area

There is appurtenant to each of the Units, certain Limited Common Area which is limited to the exclusive use of the Owner of the Unit to which it is appurtenant. The Limited Common Area shall be defined to include land appurtenant to the Unit, and shown on the Plan.

2.6 Unit Percentage Interest in Common Area and Facilities

An equal undivided interest in the Common Area is allocated to each Unit in accordance with Exhibit C, as amended from time to time. There shall appertain to each Unit in the Condominium, for voting purposes in connection with meetings of the Association, one vote per Unit. For purposes of Town of Amherst real property tax assessments, the value of the Common Area shall be apportioned to each Unit on an equal undivided basis in accordance with Exhibit C attached hereto.

2.7 Statement of Purposes of Condominium Use

(a) Each Unit shall be occupied and used only for private, residential purposes by the Owner and his or her family, or by lessees or guests of the Owner, except for such limited professional use as the

Board, upon written application from an Owner, may authorize in its discretion, and as the same may be permitted under and consistent with the Ordinance. Such limited professional use shall not be incompatible with the residential character of the Condominium. No such limited professional use shall include members of the public entering the Unit in connection therewith. These provisions regarding use shall not prohibit an Owner from leasing or renting his or her Unit; provided that such lease or rental shall be by written agreement and in accordance with the terms and provisions hereof and such Rules and Regulations as the Board may specify from time to time.

(b) The Common Area shall not be used in a manner that is inconsistent with the residential character of the Condominium. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area, and anyone causing such damage shall pay the expense incurred by the Association in repairing or replacing the same.

(c) No unregistered or non-current inspected vehicles may be stored or parked in the Common Area. No Unit Owner shall cause or suffer to be stored or parked in the Common Area any commercial vehicle unless wholly indistinguishable from a completely private use automobile, or unless authorized in writing by the Board. The definition of commercial vehicle shall be determined by the Board. Only automobiles and other vehicles customary and usual for so-called pleasure driving shall be parked in the Common Area. Notwithstanding the foregoing, commercial vehicles that come to make deliveries to or service a Unit or the Common Area, or the temporary guests of Unit Owners, may park vehicles in the Common Area.

(d) No boats, trailers, recreational vehicles or other items of personal property, except as expressly permitted by the Board, shall be parked in or stored in the Common Area.

(e) No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium that will increase the rate of insurance on the Common Area without the express, prior written consent of the Board. In the event of a conflict, the Board of Directors shall solely determine what constitutes a noxious and/or offensive use of any part of the Condominium.

(f) No signs (except as expressly permitted in this Declaration), clothes lines, television antennas, refuse, or loose clothing or similar material or equipment shall be hung, posted or otherwise so placed as to be within the public view or within the view of other Owners without the express, prior written consent of the Board. Notwithstanding any provision to the contrary contained herein, this provision is specifically subject to the provisions of §207 of the Telecommunications Act of 1996, and regulations promulgated thereunder and outlined at 47 C.F.R. §1.4000 that prohibits any restrictions that impair a viewer's ability to receive video programming through devices designated for over-the-air reception of direct broadcast satellite ("DBS") service, multi-channel multipoint distribution service ("MMDS" or "wireless cable"), or television broadcast signals.

(g) No animals, livestock or poultry, except two (2) domesticated household pets, consisting of a dog

or dogs or cat or cats, shall be kept anywhere within the Condominium. Other pets shall only be permitted with the express prior written consent of the Board.

2.8 Declarant as Owner

(a) The Declarant shall be deemed to be the Owner of any Units not conveyed by the Declarant. The Declarant and its representatives and assigns may make such use of such unsold Units and of the Common Area as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the Units and the Condominium generally.

(b) The Declarant shall have no obligation to pay Assessments as the Owner of a Unit until such Unit is substantially complete. For purposes of this provision, "substantially complete", shall mean that the Unit has been constructed such that it can be used for its intended purposes and the Town of Amherst has issued a Certificate of Occupancy for said Unit.

ARTICLE 3

EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

3.1. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his or her Unit.

3.2. Each Owner shall own an undivided interest in the Common Area as set forth in Exhibit C. Each Owner's undivided interest is arrived at by dividing each Unit by the total number of Units then in the Condominium. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he or she does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Regulations adopted pursuant to said provisions.

3.3. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his or her Unit. The exclusive use of the Limited Common Area shall not be altered without the consent of the Owners in accordance with the Condominium Act expressed in an Amendment to the Declaration duly recorded and, without such amendment, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 4

MAINTENANCE AND REPAIR

4.1 Owners' Obligation to Repair and Maintain

(a) Each Owner shall, at his or her own expense, keep his or her Unit and its utility systems, equipment, appurtenances (including those elements of the water and waste water disposal and other utility systems referenced in Section 2.3 above) and other improvements in good order, condition and repair keeping the interior of the Unit in good repair. In addition, each Owner shall be responsible for the maintenance, repair and replacement, of the Unit's windows, doors, and any improvement(s) in the Unit.

(b) Each Owner shall also, at his or her own expense, keep the Limited Common Area appurtenant to his or her Unit in a neat and orderly condition. In the event an Owner fails to maintain the Limited Common Area appurtenant to his or her Unit, after thirty (30) days written notice of the need for the same is given to him or her by the Board, the Board may enter and undertake such maintenance, the expense of which shall be borne by the Owner of said Unit*. No Owner shall permit any repair or other work upon his or her Unit or the Limited Common Area appurtenant thereto, by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workers' compensation insurance, or other insurance reasonably requested by the Board, in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with applicable governmental laws, ordinances, rules and regulations, including such Rules and Regulations as may be promulgated by the Board from time to time.

* Repair and replacement of elements constituting Limited Common Area (as distinct from mere maintenance) shall be undertaken by and at the expense of the Association as a Common Expense. The Board may promulgate regulations from time to time as may be necessary or desirable to specify the distinction between maintenance of Limited Common Area (which is the Unit Owner's responsibility) from repair and replacement (which is the Association's responsibility.)

4.2 Prohibition against Structural Changes by Owner

No Owner shall, without first satisfying the requirements regarding repair or other work contemplated in Section 4.1 above, obtaining all necessary permits and approvals from the Town of Amherst, and in addition, obtaining written consent of the Board:

- (a) make or permit to be made any structural alteration, improvement or addition in or to his or her Unit or in or to any other part of the Condominium;
- (b) undertake any action which would impair the structural integrity, soundness, or safety of his or her Unit or other structure in the Condominium;
- (b) impair any easement or personal property which is a part of the Condominium; or
- (d) paint or decorate the exterior of his or her Unit in violation of the provisions of this Declaration.

4.3 Entry for Repairs, etc.

The Association shall have the irrevocable right, to be reasonably exercised by the Board or its

agent(s), to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom and to perform any repair, maintenance or replacement work for which the Board is responsible or relative to which the Board may undertake, and shall have the irrevocable right, to be reasonably exercised by the Board or its agent(s), in an emergency situation, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium.

ARTICLE 5

ALTERATIONS

5.1 Alterations Within Units

Subject to the provisions of the Ordinance and subject to the requirements of Article 4, above, an Owner may make alterations, additions, and improvements within his or her Unit which do not violate this Article, including moving, removing, altering, or adding to interior non-load bearing walls and partitions, provided that no such alteration, addition, or improvement may affect the structural elements or integrity of any structure without the prior written consent of the Board. All such alterations shall be made in accordance with all applicable Town of Amherst building codes and ordinances.

ARTICLE 6

INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

6.1 Purchase of Insurance

(a) The Association shall obtain and maintain in force insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as agent for the Owners, without naming them, and as agent for their Institutional Lenders.

(b) The Board may make appropriate arrangements with such insurers for determination as to whom loss payable shall be made with respect to any such policies, including loss being made payable to the Association.

6.2 Coverage

Subject to and in accordance with the provisions of Section 6.1 above, the Association, by and through the Board, shall obtain and maintain, to the extent obtainable on a commercially reasonable basis, the following insurance:

(a) Casualty: Fire and casualty insurance, with extended or All Risk coverage, for all buildings

(except for the Units unless established in subparagraph (c) of Section 6.1 above), improvements, and structures which are included in the Condominium, including buildings and improvements which are part of the Common Area and all personal property of the Association, and all fixtures, machinery, equipment, and supplies maintained for the service of the Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units, in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and

(ii) All such other risks and perils as from time to time the Board determines and which is customarily covered with respect to use as the buildings included in the Condominium, including but not limited to, vandalism and malicious mischief and risks covered by All Risk coverage.

(b) Public Liability: The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, 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 foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an occurrence basis and shall provide coverage of not less than \$1,000,000 for injury to or death of one person. Such insurance shall provide cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder, or against all other insured thereunder as a group, but shall not insure against the individual liability of an Owner for negligence occurring within his Unit. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which the Association is a party.

(c) Worker's Compensation: The Association shall procure and maintain workmen's compensation insurance as required by law or as determined by the Board of Directors.

(d) Other Insurance: The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing:

- (i) insurance upon owned and non-owned motor vehicles;
- (ii) insurance as may be required by New Hampshire RSA 356-B;
- (iii) flood insurance;
- (iv) fidelity bond coverage;
- (v) employer liability insurance;

- (vi) such other or greater coverage as may, from time to time, be required in order to qualify for FHLMC or FNMH underwriting; or
- (vii) such other insurance as the Board of Directors shall determine from time to time to be desirable.

6.3 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 6.2 above (except for individual policies coverage of a Unit of which the Owners and their mortgagee are the sole insured) and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal or reliable, professional opinion of value of the improvements within the Condominium, and shall make any necessary changes in the policies provided for under Section 6.2 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 6.2 above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has no control; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insured thereunder and all 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; (vi) shall exclude policies obtained by individual Owners for consideration under any other insurance clause; (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums; (viii) shall recognize an Insurance Trust Agreement should the Association enter into one; (ix) shall contain a loss payable clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and (x) shall contain the standard mortgage clause naming the mortgagees of the Units.

6.4 Individual Policies

Any Owner and any mortgagee may obtain at his or her own expense additional insurance (including a Unit-Owner's endorsement for improvements and betterments to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 6.3 (b). It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a Tenant's Homeowners

Policy, or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

(a) Each Owner may obtain additional insurance for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section 6.2 above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds 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.

(b) Each Owner should obtain insurance for his or her benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area.

(c) Each Owner (except the Declarant), prior to commencement of construction of improvements to his or her Unit, shall notify the Board (and obtain permission of the Board, as otherwise required in this Declaration) of all improvements to the Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00).

(d) Each Owner should obtain liability insurance with respect to his or her Ownership and/or use of his or her Unit.

6.5 Action Following Casualty Damage

(a) In the event of damage to any portion of the Condominium by fire or other casualty, if a master casualty policy of insurance is in place, the proceeds therefrom shall, pursuant to the Act, be used to repair, replace, or restore the Unit(s), structure(s) or the Common Area damaged, unless the Owners, to the extent permitted by the Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate the Condominium pursuant to the Act.

(b) In the event individual policies of insurance have been procured by the Owners with respect to their Units, then in the event of damage to any such Unit(s) by fire or other casualty, the proceeds of such policies shall be used to repair, replace and restore the Unit(s) and related improvements.

(c) The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, for each mortgagee of a Unit, and for each Owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims.

ARTICLE 7

ASSESSMENTS

7.1 Power to Fix and Determine

The Association, through the Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium and such other fees and charges as are specifically provided for in the Declaration and the Exhibits attached hereto and the Bylaws. The procedure for the determination of all such Assessments shall be as set forth in this Declaration and Bylaws and the other Exhibits attached hereto.

7.2 Owner's Obligation to Pay Assessments

Each Owner shall pay all Common Expenses assessed against him or her and all other Assessments and charges made against him or by the Board of Directors pursuant to the Declaration or Bylaws, including, without limitation, the obligation to pay two (2) months' Assessments upon purchase of a Unit, which sum shall be used by the Association to establish and maintain a capital reserve account. Any Owner having executed a contract for the disposition of his or her Unit, shall be entitled, upon written request to President, Treasurer or Secretary of the Association, or the Manager (if any), and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Twenty-Five Dollars (\$25.00) or the largest amount allowed by the Act, whichever is greater, to a recordable statement setting forth the amount of unpaid Assessments currently outstanding against that Unit. Such statement setting forth the amount of unpaid Assessments shall be binding upon the Association, the Board of Directors and every Owner. A purchaser of a Unit shall be liable for payment of any such expenses or Assessments against the Unit prior to its acquisition by him or her which are unpaid as of the time of such acquisition, whether or not such expenses or Assessments are then due, except that an Institutional Lender which holds a first mortgage on the Unit, which purchases the Unit at a foreclosure sale of such mortgage, or such other purchaser at any foreclosure sale of such first mortgage, or deed in lieu of foreclosure, shall not be liable for the payment of expenses or Assessments unpaid and due as of the time of such foreclosure sale or conveyance by deed in lieu of foreclosure, but shall be liable for all unpaid expenses and Assessments which become due on and after the date of such foreclosure sale or conveyance, whichever is earlier.

7.3 Unpaid Assessments

Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over fifteen (15) days after the date due may, at the discretion of the Board of Directors bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine), provided said interest rate does not violate any then applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then highest permitted rate), from the date due until paid, and, in addition, and at the sole discretion of the Board of Directors, and/or a late charge of \$25.00 may be assessed. Regular Assessments shall be due and payable monthly on the first day of each calendar month or such other period as the Board establishes. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser from the mortgagee following a deed in lieu of foreclosure shall be liable for the payment of any Assessments against such Unit that are unpaid at the time of such purchase.

7.4 Lien for Unpaid Assessments

(a) The Association shall have a lien upon each Unit for unpaid Assessments, together with interest thereon, against the Owner thereof. Expenses incurred by the Association, including reasonable

attorney's fees, incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Act and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid Assessments and to apply as cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Owner or anyone by, through or under said Owner, while such foreclosure proceeding is pending.

(b) In the event an Institutional Lender or other purchaser of a Unit obtains title to such Unit as a result of foreclosure by the Institutional Lender, or if an Institutional Lender accepts a deed to such Unit in lieu of foreclosure, the person or entity so acquiring title shall not be liable for any Assessments by the Association pertaining to such Unit, or chargeable to the former Owner which became due prior to the foreclosure auction or presentment of the deed. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Owners including the person or entity acquiring title.

(c) No person who acquires an interest in a Unit, except through foreclosures by an Institutional Lender, or the acceptance by an Institutional Lender of a deed in lieu of foreclosure (including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales), as contemplated in Section 7.2 above, shall be entitled to occupancy of the Unit or enjoyment of the Common Area until such time as all unpaid Assessments due and owing by the former Owner have been paid. The Association shall have the right to assign its claim for the recovery of any unpaid Assessments to the Declarant, or to any Owner or group of Owners or to any third party.

7.5 Limitation Upon Liability of the Association

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

ARTICLE 8

ADMINISTRATION AND MANAGEMENT

8.1 Administration

The administration of the Condominium shall be governed by the Association, by and through the Board of Directors, except for those matters which are exclusively within the province of the Members of the Association, as established in this Declaration or the Bylaws, as either or both may be amended from time to time. The membership of the Association shall consist of all Owners.

Without limitation to the foregoing, the Association, by and through the Board, may undertake all aspects of the management and administration of the Condominium, including the management and maintenance of Common Area, undertaking capital improvements, and all other powers and duties granted an association of condominium unit owners under New Hampshire law.

8.2 Management Contract

The Board of Directors, acting on behalf of the Association, may enter into a management agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint management agreement, for the management of the Condominium and its maintenance and repair, and may delegate to the Manager all the powers and duties of the Association, except such as are specifically required by the Declaration or Bylaws, or as may otherwise be required by the Act, to have the approval of or be solely exercised by the Board of Directors or the membership of the Association. The Manager may be authorized to recommend to the Board a budget and make and collect on behalf of the Association Assessments for Common Expenses as provided by the Declaration, Bylaws and appendices to the Declaration.

8.3 Rules and Regulations

The Board is empowered to adopt and amend, from time to time, Rules and Regulations, inclusive of the implementation of a fine schedule, concerning the use of the Condominium and various parts thereof. Without limitation to the foregoing, the Board may amend, from time to time, the Rules and Regulations adopted simultaneously with the execution of this Declaration.

8.4 Consent and Withdrawal

Any consent(s) granted by the Board may be withdrawn by the Board, from time to time, whenever it deems such withdrawal to be in the best interests of the Condominium.

8.5 Waiver

The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the Bylaws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction or right, all of which shall remain in full force and effect. The receipt by the Board of payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.6 Persons to Receive Service of Process

In addition to any method of service of process set forth in Section 6.8 of the Act, James M. Callahan, Esq., with an address of 45 Main Street, Peterborough, New Hampshire 03458 shall be a person to receive process in connection with any matter involving the Declarant. With respect to matters involving the Association, the Manager, if any, and any member of the Board whose residence is at the Condominium, shall be a person to receive service of process in accordance with the Act with respect to matters involving the Association.

8.7 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 and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board, on behalf of the Condominium, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws. It is permissible for the members of the Board, who are directors or officers of the Declarant, to contract with the Declarant and affiliated corporations without being charged with self-dealing during the period in which the Declarant is in control of the Board. It is intended that the members of the Board shall have no personal liability, other than as Owners, with respect to any contract made by them on behalf of the Association, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or Bylaws. It is also intended that the personal liability of each 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 or her interest in the Common Area bears to the interests of all the Owners in the Common Area (except that the personal liability of Owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or Bylaws shall not be so limited). The provisions of this Article do not apply to and shall not preclude claims for property damage and personal injury by Owners against the Board or any other insured under the liability insurance contemplated by this Declaration.

ARTICLE 9

EASEMENTS

9.1 Easement to Construct

The Declarant hereby reserves a transferable easement over, through, under and on the Common Area of the Condominium for the purpose of constructing the Units and structures on any portions of the Condominium, together with any other improvements, including roadways, walkways, utility systems and appurtenances and other improvements of any kind or nature relating to or desirable for the development of the Condominium.

9.2 Utility Easements

The Declarant also expressly reserves the right to grant utility easements (if necessary) within the Common Area of the Condominium for the purpose of connecting the structures to underground and aboveground utilities for the benefit of any or all of the respective Owners of the Condominium. All such easements do hereby take precedence over the Owners' rights and title in and to the Units and the Common Area. Upon the expiration of the last of the Declarant's rights to convert and expand under this Declaration, this reservation shall automatically pass and evolve to the Association to be exercised by its Board of Directors.

9.3 Easement to Facilitate Completion and Sales

Without limitation to any other easements reserved by the Declarant hereunder, the Declarant further expressly reserves the right to make reasonable use of the Condominium as may facilitate the completion of construction of Units and Common Area (including all improvements relating thereto)

and such sale and conveyance, including, without limitation, the right to enter all Units and Common Area for construction purposes, the right to store materials upon the Common Area, the right to maintain a sales office and rental office and the showing of property and the displaying of signs.

9.4 Common Area Easements

The Board of Directors shall have the power and right to grant reasonable, non-exclusive permits, licenses, and easements over the Common Area for utilities, roads and other purposes necessary for the proper operation of the Condominium.

ARTICLE 10

CONVERTIBLE LAND

10.1 No portion of the Submitted Land is reserved as Convertible Land and, therefore, no land is designated as Convertible Land with respect to the Condominium.

ARTICLE 11

EXPANSION OF THE CONDOMINIUM

11.1 Right to Expand

The Declarant hereby expressly declines any reservation of the right to expand the Condominium by adding any so-called Additional Land and has, therefore, not designated Additional Land to be added to the Condominium.

ARTICLE 12

OPTION TO CONTRACT

12.1 Option to Contract

The Declarant hereby expressly declines any reservation of the right to withdraw any part of the Submitted Land from this Declaration or the Condominium and has, therefore, not created any withdrawable land within the Condominium.

ARTICLE 13

TERMINATION OF CONDOMINIUM

13.1 Termination Prior to Conveyance of a Unit

Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated at any time by an instrument in writing signed by the Declarant.

13.2 Termination After Conveyance of a Unit

(a) Required Vote. Subject to the provisions of the Zoning Ordinance and the Supplemental Declaration, subsequent to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in the Association appertain.

(b) Effect of Termination. If the Association votes to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in the Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and their respective heirs, successors, and assigns shall have an exclusive right of occupancy of that portion of the Condominium property which formerly constituted his or her Unit.

13.3 Recording Required

No termination of the Condominium shall become effective without approval by the Town of Amherst Planning Board and until an instrument reciting the fact of such termination shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either:

(a) be signed by Owners holding the requisite voting power for its adoption; or

(b) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association which shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instruments, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

13.4 Limitation On Termination

No act or omission by the Owners to terminate the Condominium for any reason other than substantial destruction or condemnation of the Submitted Land shall be valid or effective unless approved by first mortgagees of Units to which at least sixty-seven percent (67%) of the voting power of the Association appertains, and unless Unit Owners holding eighty percent (80%) or more of the voting power of the Association concur. No such termination shall negate or abrogate the responsibility and obligation of the Owners to comply with the affordable housing provisions of the Ordinance as set forth in the Supplemental Declaration, and with applicable federal and state statutes and regulations relating thereto.

ARTICLE 14

AMENDMENT OF CONDOMINIUM INSTRUMENTS

14.1 Amendment Prior to Conveyance of a Unit

Prior to the conveyance of any Unit to an Owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed and recorded by the Declarant; provided that no amendment shall amend this Declaration in a manner that is contrary to applicable Town of Amherst codes and ordinances.

14.2 Amendment After Conveyance of a Unit

Subsequent to the conveyance of a Unit to an Owner other than the Declarant, and except as provided in Articles 11 and 18 hereof and Section 14.5 below, the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Owners of Units to which at least sixty-seven percent (67%) of the voting power in the Association appertain, provided that:

(a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered;

(b) Except as contemplated by Section 3.2 above, no instrument of amendment which alters the percentage of undivided interest in the Common Area, the liability for Common Expenses, the rights to Common Profits, or the voting rights in the Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by the Condominium Instruments, is consistent with the applicable provisions of the Act and, except as contemplated in Section 3.2 above, has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby;

(c) No instrument of amendment which purports to affect (i) the Declarant's reserved rights of control set forth in Article 17 hereof or (ii) the Declarant's reserved rights and easements set forth in this Declaration shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded in such Amendment at the Hillsborough County Registry of Deeds;

(d) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds; and

14.3 Subsequent to the conveyance of a Unit to an Owner other than the Declarant, the prior written approval of the first mortgagees of Units to which at least sixty-seven percent (67%) of the voting power in the Association appertains shall be required in order to adopt any Amendment to any or all of the Condominium Instruments which amendment would have the effect of altering:

(a) the voting rights of the Owners in the Association, except as permitted or contemplated in Section 3.2 thereof,

(b) the manner of assessing Common Expenses, assessment liens or subordination of assessment liens;

- (c) the requirement of the Association to create reserves for replacement, maintenance, and repair of the Common Area;
- (d) the terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Area or the Limited Common Area;
- (e) the terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association;
- (f) the terms of the Condominium Instruments stating which Units and under what conditions Units may be leased;
- (g) the terms of the Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his or her Unit;
- (h) any terms of the Condominium Instruments that expressly benefit mortgage holders, insurers or guarantors;
- (i) the terms of the Condominium Instruments providing for the restoration or repair of property after a hazard, damage or partial condemnation; or
- (j) any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

14.4 Recording Required

No Amendment to the Condominium Instruments shall become effective until an instrument setting forth such Amendment in full shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association which shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

14.5

The Declarant reserves the right to itself and its successors in interest to amend the Condominium Instruments at anytime, without the consent of any Owners or mortgagees of Units, but only to:

- (a) correct typographical errors;

- (b) to bring the Condominium Instruments in compliance with New Hampshire RSA 356-B; or
- (c) to conform the Condominium Instruments to the requirements of FNMA and FHLMC underwriting requirements.

ARTICLE 15

DECLARANT'S RESERVED RIGHTS OF CONTROL AND TO FILE SPECIAL AMENDMENTS

15.1 Rights Reserved

The Declarant reserves the right to appoint and remove some or all of the Officers of the Association, or its Board of Directors, or both, and may exercise the powers and responsibilities otherwise assigned by the Condominium Instruments to the Association, its Officers, of the Board of Directors, but only until the earlier of:

- (a) the expiration of two (2) years from the filing of the Declaration in the Hillsborough County Registry of Deeds; or
- (b) the date upon which Units to which three-fourths (3/4) of the undivided interests in the Common Area appertain have been conveyed; or
- (c) the date the Declarant expressly waives or relinquishes such right.

15.2 Special Amendments

The Declarant reserves the right and power to create and record special amendment(s) to the Condominium Instruments at any time and from time to time which amends the Condominium Instruments:

(a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities. Such reserved right and power to create and record Special Amendments also includes the right to delete certain provisions of Section 15.3 and Article 21 hereof to the extent the same contain provisions which are not necessary to comply with the requirements of either FNMA or FHLMC;

(b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

(c) to bring the Condominium Instruments into compliance with New Hampshire RSA 356-B;

(d) to correct clerical or typographical errors in any Amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned by the Declarant to the Board of Directors of the Association at such time as the Declarant no longer holds or controls title to any Unit.

ARTICLE 16

PERSONAL PROPERTY

16.1

The Board of Directors may acquire and hold, for the benefit of the Owners and the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 17

CONSENT OF FIRST CONSTRUCTION MORTGAGE

17.1 Consent

Notwithstanding any other provision of this Declaration, the Bylaws, or Regulations, so long as a mortgagee is the holder of a construction mortgage lien conveyed to it by the Declarant covering one or more of the Units, or other interest in the Condominium, and unless all construction mortgagees shall have given their approval, the Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by law in case of substantial loss to the Units and/or the Common Area.

ARTICLE 18

UNIT MORTGAGEE AND FNMA/FHLMC REQUIREMENTS

18.1 Prior Approval

Notwithstanding any other provision of this Declaration, the Bylaws, or Rules and Regulations, it shall require the prior written approval of two-thirds (2/3) of the mortgagees (based on one vote per first mortgagee) holding mortgages recorded in the Hillsborough County Registry of Deeds, constituting first liens on Units within the Condominium, and the Owners of such number of Units to which two-thirds (2/3) of the voting power in the Association appertains, in order for the Association or its Board of Directors to be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium (and subject to the requirements of New Hampshire RSA 356-B:34 I and Section 14.2 hereof);
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by law in case of substantial loss to the Units and/or the Common Area;
- (e) change the percentage interest or obligations of any Unit in order to levy Assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or re-determine the percentage of ownership of each Unit in the Common Area (except pursuant to New Hampshire RSA 356-B:23 and Section 3.2 of this Declaration). As used in this Section only, the word Owner shall not include the Declarant.

18.2 No Insurance Priority

No provision of this Declaration, the Bylaws, or the Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgage in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

18.3 Notice

The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages in a Unit in the event:

- (a) that any condemnation or casualty loss occurs which affects a material portion of the Condominium or the mortgaged Unit;

- (b) of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) of any action which requires the consent of a special percentage of mortgage holders; or
- (d) of or for a particular Unit, any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit. To obtain this information, the holder, insured, or guarantor of a mortgage on a Unit, must submit a written request and notice to the Association which specifies its particular interest.

18.4 Audited Financial Statements

Until and unless the Condominium contains nineteen (19) or more Units and there is no audited financial statement of the Association's accounts available, any mortgage holder may have an audited statement prepared of the Association accounts at the mortgage holder's expense.

18.5 FNMA/FHLMC Compliance

Notwithstanding anything to the contrary contained elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in The Village at Peacock Brook Condominium Association, an Affordable Housing Condominium, for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, to wit:

- (a) a first mortgagee of a Unit shall, at the request of such mortgagee, be entitled to written notification from the Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under his or her deed to his or her Unit and/or these Articles which is not cured within sixty (60) days;
- (b) any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for, and take the property free of any claims for, unpaid Assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title to the Unit by the mortgagee;
- (c) unless first mortgagees (based upon one vote for each first mortgage owned), and the Unit Owners (other than the Declarant) of Units have given their prior written approval, the Unit Owners and the Declarant shall not be entitled to:
 - (i) by act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the percentage interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the percentage of ownership or any Unit in the Common Areas and facilities ("common element");
 - (iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with intended use of the common elements shall not be deemed a transfer within the meaning of this clause;

(v) use hazard insurance proceeds for losses to any property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by law in case of substantial loss to the Units and/or common elements;

(d) First mortgagees of Units shall have the right to examine the books and records of the Board of Directors.

(e) Common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(f) No provision of any deed of a Unit or this Declaration shall be deemed or construed to give an Owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

(g) Any agreement for professional management of the Condominium or any other contract providing for services by the Declarant must provide for termination on ninety (90) days written notice, and a maximum contract term of two (2) years;

(h) A written notice of each meeting of the Owners stating the place, date and hour and the purposes of the meeting shall be given at least ten (10) days before the meeting to the holder of such mortgage by mailing it, postage prepaid, to such mortgagee at its last or usual known address.

(i) If FHLMC or FNMA holds any interest in one or more mortgages on Units, the Board of Directors shall obtain such insurance as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests, including without limitation, fidelity coverage against dishonest acts on the part of the Board of Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Board of Directors and if FHLMC or FNMA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests.

The Association must have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, inclusive of the Manager, whether or not they receive compensation for their services. The Association bonds should name the Association as the obligee and the premiums shall be paid as a Common Expense by the Association.

The fidelity bond should cover the maximum funds that will be in the custody of the Association or

its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all units in the Condominium.

The bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must also be given to each servicer that services a FNMA or FHLMC owned mortgage in the Condominium.

(j) If FHLMC or FNMA holds any interest in one or more mortgages on Units, then whenever any Unit or the common elements are damaged by fire or other casualty, the Board of Directors shall give notice of such damage to such persons as may be required by whichever of FHLMC or FNMA (or both) hold such interests.

(k) If FHLMC or FNMA holds any interest in one or more mortgages on Units, public liability insurance policies obtained by the Board of Directors shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) hold such interests.

(l) If FHLMC or FNMA holds any interest in one or more mortgages on Units, upon request of either FHLMC or FNMA, an annual financial statement of the Association, prepared and audited at the expense of FHLMC or FNMA, shall be rendered by it to all Unit Owners and to such mortgagees requesting the same with ninety (90) days after the end of each fiscal year. Such annual financial statement shall be audited and contain the certification of a public accountant if required by whichever of FHLMC or FNMA (or both) hold such interests.

(m) After the expiration of the Declarant's period of control, so long as FNMA holds any interest in one or more mortgages on Units, any decision by the Board of Directors or Unit Owners to terminate professional management of the Association shall, if FNMA so requires, require approval of the holders of fifty-one percent (51%) of all first mortgages of record on Units.

(n) All leases or rental agreements for a Unit shall be in writing and specifically subject to the requirements of the Declaration and Bylaws. No Unit may be leased or rented for a period of less than thirty (30) days, with a minimum initial term of no less than six (6) months.

(o) Whenever the term first mortgagee(s) is used in the Declaration, and in its Exhibits, it shall mean eligible mortgage holders, insurers, and guarantors, as those terms are used by FNMA and FHLMC.

ARTICLE 19

ENFORCEMENT

19.1 Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, and the Rules and Regulations, as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Rules and 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 Owners, or in a proper case, by an aggrieved Owner.

ARTICLE 20

STATUTORY WARRANTY AGAINST STRUCTURAL DEFECTS

20.1 The Declarant hereby acknowledges the one (1) year statutory warranty established under Section 41, II of the Act.

20.2 Except as set forth in Section 20.1 above, or in any other written warranty by the Declarant to Owner, the Declarant hereby disclaims any warranty of habitability, merchantability or fitness for a particular purpose; and there are no warranties in favor of any Owner or the Association that extend beyond the express warranty set forth in Section 20.1 above.

20.3 The Declarant expressly disclaims responsibility for incidental, consequential, or special damages, and the same are expressly excluded from the warranties referred to herein. The Declarant reserves the right to substitute for any materials, equipment, and appliances to be used in the Units and buildings described herein and to change the size, number, and location of buildings, Units, and other improvements. The Declarant is not responsible for variations in dimensions from one Unit to another of similar design.

ARTICLE 21

INTERPRETATION

21.1 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 22

NOTICES

22.1 All notices hereunder and under the Bylaws and the Act, to the Association and the Board, shall be sent by United States mail, postage pre-paid, electronic mail, facsimile or national overnight courier to Ducal Development, LLC, 2 Sky Meadow Drive, Nashua, New Hampshire 03062, until such time as the Declarant has conveyed all Units hereunder, or as the Board may designate, from time to time. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated in writing to the Board. All notices shall be deemed to have been given when mailed, sent or faxed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided

herein.

ARTICLE 23

SEVERABILITY

23.1 The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of this Declaration.

ARTICLE 24

GENDER

24.1 The use of either masculine or feminine gender herein shall be deemed to include the other gender (or neuter) and the use of the singular shall be deemed to include the plural, whenever the context so requires.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

[Signature]
Witness

DUCAL DEVELOPMENT, LLC
By: [Signature] MEMBER
Duly Authorized
EROL DUYMAZLAR, MEMBER
Print Name and Title

STATE OF NEW HAMPSHIRE
COUNTY OF HEMBOROUGH

The foregoing instrument was acknowledged before me this day of 23^{MSY}, 2008 by Erol Dymazlar the duly authorized Manager of Ducal Development, LLC, a New Hampshire limited liability company for the purposes therein contained.

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


EXHIBIT A**LEGAL DESCRIPTION****The Village at Peacock Brook, A Condominium**

A certain tract of land, with the buildings and improvements thereon, situate on NH Route 122, Town of Amherst, County of Hillsborough and State of New Hampshire being shown as Lot 2-9 on a certain plan entitled, "Tax Map 2 Lot 9, Overall Condominium Plan, The Village at Peacock Brook, Amherst, New Hampshire, Owned by Ducal Development, LLC" by Meridian Land Services, Inc. dated May 3, 2007, as revised, and recorded in the Hillsborough County Registry of Deeds as Plan No. 35850, and as more particularly described below:

1. Beginning at a point at the intersection of N.H. Route 122 (A.K.A. Silver Lake Road) and Bartlett Drive (A.K.A. Cross Route & Old Route 93) and running N 81° 25' 24" E a distance of 664.34 feet to a point; thence
2. S 42° 47' 13" E a distance of 300.00 feet to a point; thence
3. N 57° 04' 48" E a distance of 560.00 feet to a point; thence
4. S 02° 24' 56" E a distance of 854.58 feet to a point; thence
5. S 84° 56' 43" W a distance of 634.78 feet to a point; thence
6. S 84° 59' 21" W a distance of 236.20 feet to a point; thence
7. S 84° 59' 21" W a distance of 63.75 feet to a point; thence
8. S 84° 55' 29" W a distance of 161.27 feet to a point a located on N.H. Route 122; thence
9. N 33° 23' 13" W a distance of 218.88 feet to a point; thence
10. Along the curve of N.H. Route 122, which curve has a radius of 935.25 feet, for a distance of 380.06 feet; thence
11. N 10° 06' 12" W a distance of 130.72 feet; thence
12. N 4° 29' 45" E a distance of 19.54 feet; thence
13. N 4° 29' 45" E a distance of 85.62 feet to the point of beginning.

For title reference see deed recorded April 4, 2007 in the Hillsborough County Registry of Deeds,
Volume 7829, Page 1783.

EXHIBIT B**By-Laws of The Village at Peacock Brook Condominium Association****ARTICLE I****PURPOSE AND OTHER INTRODUCTORY PROVISIONS**

1. **Purpose.** The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium of which these By-Laws are made a part. The Association shall have the responsibility of administering the Condominium, of managing or arranging for the management of the Condominium and of performing all of the acts that may be required to be performed by the Association by virtue of the Act and the Declaration.
2. **Applicability.** These By-Laws are applicable to all property of the Condominium and to the use, occupancy, sale, lease, or other transfer of any interest therein. All present and future holders of any interest in any Condominium Unit in the Condominium shall hold such interest subject to and under these By-Laws. 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, Lessee, or Occupant has accepted and ratified and will comply with these By-Laws and the Declaration.
3. **Nature of Organization.** The Association is organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire. The Association is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance, and care of "Association property" as those terms are defined in the Internal Revenue Code of 1986. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the Association.
4. **Principal Office.** The principal office of the Association shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.
5. **Definitions.** Capitalized terms used herein which are not otherwise defined herein shall have the meanings specified in the Declaration or in the Act. The singular includes the plural where the context so requires.

ARTICLE II**MEMBERSHIP AND VOTING PROVISIONS**

1. **Membership.** All Unit Owners shall be members of and shall constitute the Association. Transfer by a Unit Owner of his interest in the Condominium, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Unit is vested in more than one (1) person, all persons having an interest in a Unit shall be members eligible to attend meetings and to hold office, but the vote of a Unit shall be cast as hereinafter provided in Section 2 of this Article.

2. Voting.

A. Each Unit at the Condominium shall have a percentage vote in the Association equal to that set forth in Exhibit C to the Declaration. The vote pertaining to a Unit shall not be divisible and shall be cast as hereinafter provided.

B. Since a Unit Owner may be more than one (1) person, if only one (1) of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit. If more than one (1) of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one (1) of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. If a protest is made to the person presiding over the meeting, the vote of such Unit, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.

C. The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner or, in cases in which the Unit Owner is more than one (1) person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner, that it is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.

D. Unless otherwise provided in the Act or the Declaration or these By-Laws, any question brought before such meeting shall be decided at any meeting of the Association by the votes cast by Unit Owners in good standing, present in person or represented by proxy representing Units to which a majority of the voting power of the Association appertain. A Unit Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys' fees, penalties, and other charges, if any, properly chargeable to him.

E. If the Declarant owns or holds title to one (1) or more Condominium Units, the Declarant shall be entitled to cast the votes appertaining to such Condominium Units at any meeting of the Association.

F. Anything in this Article to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Condominium Unit during any period of time in which the owner thereof is the Association.

ARTICLE III MEETINGS OF THE ASSOCIATION

1. Place. All meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place, and purpose or purposes of such meeting. Such notice shall be sent by first class United States 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 in writing to the Secretary.

3. Quorum. At any meeting of the Association, the presence in person at the beginning of such meeting of Owners holding all of the total voting power shall be deemed to constitute a quorum throughout the meeting, but less than a quorum may transact business if Owners owning fifty percent (50%) of the voting power not present subsequently assent to the decisions made at said meeting by signing a copy of the Minutes thereof to be filed with the records of the Association. In the absence of a quorum at any meeting or any adjournment thereof, the Unit Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Unit Owners holding the requisite amount of voting power shall be present or represented, in which case any proxies of those not attending such adjourned meeting in person shall be honored notwithstanding their specific reference to such original meeting. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.

4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Declaration at least once each year after the formation of the Association. The Board of Directors shall set the date for the annual meeting of the Association, for the election of directors and for the transaction of such other business as may come before the meeting at the time of the first meeting of the Board.

5. Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and shall be called upon written application therefor to the Secretary of the holders of at least one-third (1/3) of the voting power in the Association, and mailed, by first class United States mail to all owners of record not less than seven (7) days prior to the date fixed for said meeting. Such notice shall be deemed waived by any Owner who expressly waives same in writing or who is present in person or by proxy at any such meeting.

6. Organization. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Unit Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary *pro tempore* who shall be sworn to the faithful discharge of his duties as such secretary *pro tempore* before entering thereon.

ARTICLE IV BOARD OF DIRECTORS

1. General Powers and Duties. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by the Act, the Declaration and these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association and the Condominium including, without limiting the generality of the foregoing, the following:

A. To prepare an annual budget and utilize the same for the establishment of the assessment against each Unit Owner for Common Expenses.

B. To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association and of the Condominium.

C. To require, in its discretion, that all directors, officers, employees, and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds, and to pay the premiums therefor as Common Expenses.

D. To make assessments against Unit Owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.

E. To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.

F. To administer and supervise the use of common areas, including parking areas.

G. To provide for the operation, care, upkeep, maintenance, repair, and replacement of the Common Area.

H. To establish, promulgate, and enforce rules.

I. To employ, control, and dismiss the personnel necessary for the maintenance and operation of the Common area; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies, and material to be used by such personnel.

J. To engage the services of attorneys, accountants, architects, and other professionals as the need arises.

K. To enter into one (1) or more Management Agreements and to delegate to the Management Firm which is a party to any such Management Agreement all of the powers and duties of the Board of Directors except such as may not, under the Act and the Declaration, be delegated.

L. To procure, maintain, and administer insurance as required by the Declaration and these By-Laws.

M. To designate one (1) or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.

N. To act on behalf of each Owner in condemnation proceedings against the Common Area.

O. To do any and all such other things not inconsistent with the Act, the Declaration or these By-Laws as may be authorized or directed by a resolution of the Association.

2. Number, Qualifications, and Term of Office. The number of directors of the Association shall be five (5), three (3) of whom shall be designated by the Declarant, and all of whom shall be of lawful age and all of whom, except for directors designated by the Declarant pursuant to the Declaration, shall be Unit Owners. Within such limits, the number of directors may be increased or diminished by action of all of the Board of Directors at any regular or special

meeting, except that no such action shall be effective to remove any director then in office. Each director shall continue in office until the annual meeting of the Association next ensuing and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased, subject to the provisions of the Act, to be a Unit Owner.

3. Quorum And Manner Of Acting. A quorum shall be deemed to be present throughout any meeting of the Board of Directors if persons entitled to cast more than fifty percent (50%) of the votes in the Board of Directors are present at the beginning of such meeting. When a quorum is present at any meeting, a majority of the directors present shall decide any question brought before such meeting except as may otherwise be provided by the Act, or by the Declaration, or by the Articles of Agreement of the Association or by these By-Laws.

4. Place of Meeting. The Board of Directors may hold its meetings, have one (1) or more offices, and, except as otherwise required by the Act or the Declaration, keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

5. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers, and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

7. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two (2) directors at the time being in office. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telefax, telegraph, or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telefax, telegraph, or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present.

8. Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors.

9. Removal of Board of Directors. Subject to the Declarant's reserved rights of control as set forth in Article 15 of the Declaration, any director may be removed, either with or without

cause, at any time, by the affirmative vote of a majority of the votes cast by Unit Owners at a special meeting of the Association called for the purpose.

10. Vacancies. Subject to the Declarant's reserved rights of control as set forth in Article 15 of the Declaration, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled either by a majority vote of the remaining directors, though less than a quorum, or the Association at the next annual meeting of the Association or at any special meeting called for that purpose.

11. Compensation. Directors shall receive such compensation, if any, for their services as directors as may be fixed from time to time by vote of the Association at any annual or special meeting.

12. Deadlock Provisions. In the event that the Unit Owners and/or the Board of Directors of the Association either (i) are unable to agree upon the expenses, budget, or the performance of the maintenance, repair, and replacement of the Common Area in accordance with the terms and provisions of the Declaration, which deadlock continues for thirty (30) days after a Unit Owner and/or a member of the Board of Directors sends written notice to the other parties in interest indicating the decisions in dispute, or (ii) are so divided that the affairs of the Association and the Condominium are suffering or will suffer irreparable injury, then in either such event the Unit Owners shall promptly select an independent professional property manager to handle such duties in dispute. If the Unit Owners cannot agree on the selection of such a manager, then a manager shall be selected in accordance with the procedures and with the powers specified in Article 24 of the Declaration.

ARTICLE V FIDELITY BOND

Notwithstanding any discretion that may vest in the Association's Board of Directors under the By-Laws, the Association's Board of Directors may or may not require all directors, officers, employees, and agents (including any Management Firm) of the Association whose duties and responsibilities include the custody or handling of funds of the Association to furnish adequate fidelity bonds, the premiums of which shall be paid by Unit Owners as Common Expenses. Such fidelity bonds shall be adequate if they provide coverage equal to the maximum funds in the custody of Association or equal to the sum of three (3) months' assessment on all units plus the Association's reserve funds. The Board shall be required to see that such fidelity bonds provide for ten (10) days' written notice to the Association and to all holders of first mortgages on the units before the bond can be canceled or substantially modified for any reason.

ARTICLE VI OFFICERS

1. Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. One (1) person may hold the offices and perform the duties of more than one (1) of said officers, except that one (1) person shall not perform the duties and hold the offices of both President and Secretary.

2. Election; Term Of Office, And Qualifications. The officers shall be chosen annually by the Board of Directors. Each officer shall be of lawful age. Each officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.

3. Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for that purpose.

4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Vacancies. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

6. The President. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts, and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

7. The Secretary. The Secretary shall keep or cause to be kept minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned by the Board of Directors or by the President.

8. The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

ARTICLE VII OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

A. Fiscal Year. The fiscal year of the 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 organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors.

B. Preparation and Approval of Budget. Each year the Board of Directors 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 of Directors to maintain, repair, and replace, and 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 the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. The Board of Directors 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. One-twelfth (1/12) of 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 of Directors shall be assessed against the Owners of Units by the Board as of the first day of each month throughout the fiscal year; provided that any common expenses benefiting less than all of the condominium units, or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees, shall be specially assessed against the condominium unit or units involved; provided further that, without intending to limit the preceding proviso, as set forth in Article 3.1.1 of the Declaration, the premiums for insurance coverage and other expenses in connection with such insurance assessed against Owners as part of the Common Expenses may be made disproportionately between the Units if, in the reasonable judgment of the Board, the premiums for such coverage and other expenses in connection with such insurance are disproportionately attributable to the Units. Assessments may be reassessed as changes in expected utility costs occur. Assessments shall be made on these dates against each Owner in proportion to his undivided interest in the Common Area, and shall be a lien against each Owner's Condominium Unit when perfected in accordance with the Condominium Act. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's undivided interest, be credited according to each owner's undivided interest 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 of Directors deems it advisable, be added according to each Owner's undivided interest to the installments due in the months after the rendering of the accounting. The Board may at any time, levy a further assessment, which shall be assessed to the Owners according to the aforementioned percentages, unless otherwise provided herein. The amount of all Common Expenses not assessed to the Owners, less the amount of all common profits, shall be assessed against the Units in proportion to the number of votes in the Unit Owners Association appertaining to each such Unit. No Owner may exempt himself from liability for his assessment by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

D. Reserves. The Board of Directors may build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which may be funded by regular monthly payments, as provided for in subsection 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 of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective percentage votes in the Association, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors 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.

E. Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recordation of the Declaration at the Hillsborough County Registry of Deeds 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 subsection C of this Section. In addition, each new owner shall at the time of taking title, pay to the Association such a sum as the Board of Directors may reasonably determine is necessary for as working capital for the Association.

F. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors 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, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

G. Default in Payment of Assessments. Each monthly assessment of Common Expenses, and each special expense and assessment shall be separate, distinct, and personal debts and obligations of the Owner against whom they are assessed and shall be collectible as such. Suit to recover money judgment for unpaid Common Expense assessments and unpaid Special Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any monthly assessment or Special Expense or assessment against any Owner which is not paid on its due date, plus interest at the rate of twelve percent (12%) per annum and costs, including reasonable attorney's fees, shall constitute a lien upon the Unit and the Owner shall be liable for such interest on each assessment from the date of default and for any such costs, in addition to such expense or assessment.

2. Additions, Alterations, or Improvements by Board of Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations, or improvements costing in excess of Twenty-Five Thousand Dollars (\$25,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations, or improvements shall have been approved by all of the Owners, the Board of Directors 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 Twenty-Five Thousand Dollars (\$25,000) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses.

ARTICLE VIII AMENDMENTS

1. Manner of Amendment. These By-Laws may be amended only in accordance with the provisions of the Declaration, which are hereby incorporated herein by reference.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost, and expense reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE X 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 first class United States mail 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 Secretary or (b) if to the Unit Owners Association, the Board of Directors or the Manager, if any, 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 XI COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act.

2. Severability. In case any of the By-Laws are in conflict with the provisions of any statute, the provisions of the statute will apply. If any provisions 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 Bylaws, 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 By-Laws 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.

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

7. Condominium Documents. In the event of any resale of a Unit within the Condominium or any interest therein by any person other than the Declarant, the prospective Unit owner shall have the right to obtain from the Unit Owner's Association, prior to the contract date of the disposition, certain documentation relating to the Unit Owner's Association. NH RSA 356-B:58 provides as follows:

"I. 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 RSA 356-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 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 status 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.
- (h) A copy of the condominium declaration, by-laws, and any formal rules of the association.
- (i) A statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

II. 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 paragraph I upon the written request of any prospective unit owner within 10 days of the receipt of such request."

In addition to the foregoing, NH RSA 356-B:46, VIII, provides:

"Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of the same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that unit. Such request shall be in writing, directed to the principal officer of the unit owners' association or to such other officer as the condominium instruments may specify. Failure to furnish or make available such a statement within 10 business days from the receipt of such request shall extinguish the lien created by paragraph 1 as to the condominium unit involved. Such statement shall be binding on the unit owners' association, the board of directors, and every unit owner. Payment of a fee not exceeding \$10 may be required as a prerequisite to the issuance of such a statement if the condominium instruments so provide."

EXHIBIT C**Interests and Voting Powers**Percentage Interest In Common Areas

Total		
Unit 1	-	1/19th
Unit 2	-	1/19th
Unit 3	-	1/19th
Unit 4	-	1/19th
Unit 5	-	1/19th
Unit 6	-	1/19th
Unit 7	-	1/19th
Unit 8	-	1/19th
Unit 9	-	1/19th
Unit 10	-	1/19th
Unit 11	-	1/19th
Unit 12	-	1/19th
Unit 13	-	1/19th
Unit 14	-	1/19th
Unit 15	-	1/19th
Unit 16	-	1/19th
Unit 17	-	1/19th
Unit 18	-	1/19th
Unit 19	-	1/19th

Camela D. Caughlin

APPENDIX "A"
AMENDMENT
TO THE BY-LAWS OF
THE VILLIAGE AT PEACOCK BROOK, A CONDOMINIUM

Amendment dated this May 1, 2011, to the Bylaws of Peacock Brook, A Condominium Association, as established by Declaration of Condominium dated May 23, 2008, recorded in the Hillsborough County Registry of Deeds at Book 7985, Page 0402, as amended

WHEREAS, the Bylaws of Peacock Brook, A Condominium Association, may be modified or amended by a vote of at least sixty-seven per cent (67%) of the common interest of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions thereof, provided that notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting; and

WHEREAS, at the duly noticed and held Meeting on May 1, 2011, a vote of (79 %) of the common interest of the Owners was cast in person or by proxy in favor of the following Amendments to the Bylaws;

NOW, THEREFORE, the following Amendments to the Bylaws shall be made.

. Article IV, Paragraph 2, Number, Qualifications, and Term of Office

Delete: in its entirety

Replace with:

"2. Number, Qualifications, and Term of Office. The number of Directors of the Association shall be (3) three, all of whom shall be of lawful age, and shall be unit owners in good standing. Each elected director will serve a (3) three-year term, staggered after the first election at the first annual meeting. On the death, removal or resignation of a director, the board may appoint a qualified unit owner to fill the remainder of the term of that director, subject to the provision of the Act."

Article IV, Paragraph 11, Compensation

Delete: in its entirety

Replace with:

"11. Compensation: No director or officer shall receive any compensation from the association for action as such. A director or officer may be reimbursed for any expenses incurred acting in the capacity of his/her office, subject to the approval of a majority vote of the Board of Directors. "

Article VII, Paragraph 2, Additions, Alterations, or Improvements by the Board of Directors.

Delete: All reference to the sum (\$25,000.00) Twenty Five Thousand

Replace with:

(\$5,000.00) Five Thousand

Delete: "shall have been approved by all unit owners."

Replace with:

"shall have been approved by (67%) two thirds of the unit owners"

Article VII, Paragraph 1, Sub-paragraph "G" Default in Payment of Assessment

Delete: In its entirety

Replace with:

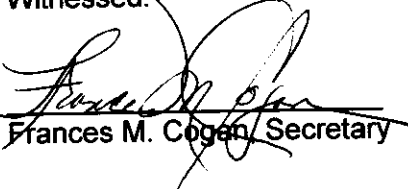
"G. Default in Payment of Assessment. Each monthly assessment of Common Expenses, and each special expense and assessment shall be separate, distinct, and personal debts and obligation of the Owner against whom they are assessed and shall be collectible as such. Suit to and recover money judgment for unpaid Common Expenses assessments and unpaid Special Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any monthly assessment or Special assessment against any Owner which is not paid on its due date, plus interest at the rate of eighteen percent (18%) per annum and cost including late fees, reasonable attorney's fees, shall constitute a lien upon the Unit and the Owner shall be liable for such interest on each assessment from the date of the default and for any such costs, in addition to such expense or assessment."

These Amendments shall become effective immediately upon being recorded at the Hillsborough County Registry of Deeds.

Dated this 1st day of May 2011

IN WITNESS WHEREOF, the undersigned, Roger Mello, President of the Peacock Brook, A Condominium Association, hereby certifies that the foregoing is a true and correct statement of the Amendments to the Bylaws of the Condominium which was adopted in conformity with the requirements of RSA 356-B and the Condominium instruments.

Witnessed:


Frances M. Cogen, Secretary

Peacock Brook, A Condominium


Roger Mello, President

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

On this 1st day of May 2011 before me, the undersigned officer personally appeared the above named Roger Mello, as President of Peacock Brook, A Condominium, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instruments and acknowledged that he signed the foregoing for the purpose therein contained.



Edward A. Starr, Notary Public
My Commission Expires: 5/13/2013



PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTIONS

	<u>POLICY REFERENCE</u>	<u>DATE ADOPTED</u>
FINES	POLICY RESOLUTION 2011-1	MARCH 24, 2011
RULES	POLICY RESOLUTION 2011-2	MARCH 24, 2011
GOOD STANING	POLICY RESOLUTION 2011-3	MARCH 24, 2011
LATE FEE	POLICY RESOLUTION 2011-4	MARCH 24, 2011
INSURANCE DED	POLICY RESOLUTION 2011-5	MARCH 24, 2011
PETS	POLICY RESOLUTION 2011-6	MARCH 24, 2011
OPEN FLAME DEV	POLICY RESOLUTION 2011-7	MARCH 24, 2011
FLAGS	POLICY RESOLUTION 2011-8	MARCH 24, 2011
SATELLITE DISH	POLICY RESOLUTION 2011-9	MARCH 24, 2011
LANDSCAPING	POLICY RESOLUTION 2011-10	MARCH 24, 2011
PARKING	POLICY RESOLUTION 2011-11	MARCH 24, 2011
NON OWER OCCUPY	POLICY RESOLUTION 2011-12	MARCH 24, 2011
RENT ASSIGNMENT	POLICY RESOLUTION 2011-13	NOT ADOPTED

Policy Resolutions are adopted by the Board of Direction in order to define rules, establish policy and procedure in the operation of the association. These policies are reviewed by the Board from time to time and are modified to meet the changes and attitudes of the members, and keeping within the requirement of the Documents..

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-1

FINES AND PENALTIES

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the enforcement of Rules, Declaration, Bylaws and Resolutions of the Condominium are intended to contribute to preserving the environment and assuring peaceful enjoyment of the Condominium, to protect and enhance the value here, and to not unduly restrict or burden the use of the property,

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, Officers, or its Agents shall enforce the following costs, assessments and rules, all of which are subject to receiving a signed, written complaint of a specific violation relating to the Condominium's documents from a unit owner or agent of the Board. The enforcement of all items herewith are subject to all policy and regulations for the collection of assessments and fines, including the filing of a lien. All fines and assessments are accrued to the unit owner in which the violation occurred or where the violator resides or is a guest. All fines assessed are subject to an appeals process. An appeals must be in writing addressed to the Board within 30 days of the violation. After 30 days the fine becomes permanent and assessed to the account. Any fine waived by the Board may be subject to an administrative fee as determined by the Board.

VIOLATION OF RULES NOT SPECIFIC BY POLICY OR ADMINISTRATIVE RESOLUTION

First Violation..... \$50.00 Fine
Second Violation\$75.00 Fine
Third Violation.....\$200.00 Fine

If corrective action is not taken within 10 days of a notice of violation, a second violation notice will be issued subject to the appropriate fines and so forth as to the third and fourth level of fines.

NON-REGISTERED MOTOR VEHICLES

In conjunction with Condominium Rule uninspected, unregistered and/or non-mobile vehicles **shall not** be kept on Association property. If the vehicles are not removed, a fine of \$100.00 will be imposed, plus a surcharge of \$5.00 per day for each day they remain on Condominium property. If the vehicle is not removed at the end of 10 days, the vehicle will be towed at the discretion of the Board of Directors and the expense will be assessed to the unit owner.

All cost to collect imposed fines, including all legal costs to bring the violation into compliance or removal of such, will be assessed to the unit owner of the violation. The Association will be entitled to reasonable attorney fees and court costs necessary for the enforcement of its rules. RSA356-B-15, II

This Resolution is adopted and made a part of the minutes dated, March 24, 2011

Secretary, for the Board of Directors of
Condominium Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-2

GENERAL RULES

(Limited Common Areas)

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board deems it necessary to regulate and control the maintenance and upkeep of the limited common area of the association, it has established the following:

RULES

1. **Additions to Exterior of Building.** Changes affecting the appearance of the exterior of the building, such as decorations, awnings, television and radio antennas, signs, storm doors, screens, sun shades wind chimes, bird feeders wind chimes, bird feeders or other changes of a structural nature are to be made only with the written consent of the Board of Directors of the Condominium.
2. **Hanging of Clothes, etc.** No clothes, lines or other materials shall be hung from windows, placed on the window sills, hung or draped from railings or otherwise left or placed in such a way as to be exposed to public view. Outdoor clothes drying or airing equipment are permitted only to the rear of the units' limited common area, not in public view.
3. **Noise.** Owners, Tenants and Guests will be expected to reduce noise levels after 10:00 PM, so that neighbors are not disturbed. At no time are musical instruments, radios or television sets to be so loud as to be considered a nuisance.
4. **Maintenance.** The Entrances, Walkways, Decks and Driveways are to be maintained by Unit Owners. Owners will be responsible for the clean, sanitary condition of their entries and decks. The driveways and walkways that are for exclusive use of the unit owner are to be kept clear of obstructions of any kind, free of snow and ice and are to be used only for access to the unit and parking.
5. **Littering.** There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be deposited in unit owner's trash container and under no circumstances are such items to be dropped or left on the grounds, lawns or Common Area of the Association. Unit Owners are responsible for the policing of their own Limited Common Area.
6. **Trash and Refuse.** Trash or other refuse shall not be placed at curbside prior to the evening before the trash pick-up day. A lid shall cover all containers. They must be brought back up from the street the day of trash pickup and put out of sight from the street.
7. **Outdoor Equipment.** Bicycles, sporting equipment, children's toys, playground equipment, lawn furniture, tents cooking equipment and other personal articles are to be stored within the Unit (garage/basement), when not in use. No construction material such as ladders, paint or tools are to be stored in any imitated common areas
8. **Maintenance of Limited Common Area.** In accordance with the agreement of the Unit Owners, each unit Owner maintains the appearance of the front and rear limited common areas as designated on its site plan; maintenance and landscaping shall be performed as required. Any storm door approved must be in writing and will be limited to being full glass and white in color for all front entry.
9. **Improper or Offensive Use of Limited Common Area.** No offensive activities shall be carried on in the Condominium nor shall anything be done or placed within the Condominium which may be a nuisance, disturbance, or annoyance to the other Owners or the public. There shall be no use of the Limited Common Area, which injures or scars the Limited Common Area or causes unreasonable embarrassment, disturbance or annoyance to other Unit Owners. This would include, but not be limited to the storage of more than one car, any non-mobile vehicles, unauthorized structures of any type, construction material, etc. These items, if not removed after proper notice, will be removed by the Board and the expense will be charged to the unit owner.

- 10. Outside Activities.** There shall be no organized sports activities within the Condominium. Baseball, batting, hockey, kickball and soccer are prohibited because of possible harm to buildings, windows and parked automobiles.
- 11. Children, Tenants, Guests.** Owners shall be held responsible for the actions of their children, tenants and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave the Condominium.
- 12 Repair/Replacement Request** Any request for repairs to the Common Areas and/or replacement of items that are the Association's responsibility that are not considered an emergency are to be submitted to the Board in writing. They will be addressed during the next scheduled board meeting. The Board's assessment of the request will be conveyed to the Unit Owner advising the owner of the appropriate action to be taken. No Unit owner is permitted to perform or contract any repairs, painting or altering of the buildings exterior or the Condominium's Limited Common Areas. Only licensed and insured contractors approved by the Board of Directors will be allowed to perform services. Emergencies are to be construed as situations which pose a health hazard, are life threatening or jeopardize the structural integrity of a building. Emergency problems must immediately be reported to an officer of the Association.
- 13. Swimming Pools, Kiddy/Wading Pools.** In-ground or aboveground adult swimming pools are not permitted in any Limited Common Area or anywhere in the Association's Common Areas. Kiddy pools of less than twenty-five gallon capacity are permitted only in the rear of the unit owner's limited common area and require adult supervision while in use. The pool will be required to be emptied at the end of its daily use and stored. Pools are not to be used on drive-ways or on the front lawns of the units.
- 14. Fences on Limited Common Areas.** Any fences of any kind, including shrubs and hedge barriers are not permitted
- 15. Seasonal Decoration.** Any type of seasonal decoration will require the approval of the board of directors. Consent so given must be in good taste and not be objectionable by neighbors. Must be removed in a timely manner (14 days). Any electrical device use outside must be U/L approved with ground fault, and not attached to the building
- 16. Action in Violation of Law, etc.** There shall be no use of, or activity in, any Unit or Limited Common Area which shall be in violation of any Federal, State or Local Law, Statute, Ordinance, Rule or Regulation.
- 17. Revocable Consent.** Any consent or approval of the Board given under these Rules shall be revocable at any time should that consent be determined by the Board to have been abused or not in the best interest of the Association.
- 18. Complaints.** Complaints of violations of these Rules should be made to the Board in writing. If the Board feels that the complaint warrants merit, it will take whatever action it deems necessary to remedy the situation, including the levying of fines and legal action. The Board will respond to all complaints in writing of any action approved by the Board.
- 19. Amendment.** The Board may revise these Condominium Rules from time to time, as conditions warrant, provided that a written communication is sent to each Unit Owner advising of the changes.
- 20. Delegation of Powers.** The Board, at its discretion, may delegate its powers and duties with respect to the granting of consent, approvals, permissions and enforcement of these Rules to a non-Board member or Agent of the Association

PENALTIES AND FINES

First offense \$25
Second Offense \$50
Third Offense \$100
Additional offenses are \$200 each

All violations may be subject to remediation costs, in addition to the fines and any legal costs to enforce the policy.

Duly adopted by the Board of Directors this 24th day of March 2011 and recorded in the minutes.
Attested:

Secretary of Condominium Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-3 **(GOOD STANDING)**

WHEREAS Article, 8, Paragraph 8.3 of the Declaration grants the Board (Officers of the Association) the powers specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board of Directors has the power to amend and adopt rules and regulations as outlined in the By Laws to manage the affairs of the Association; and,

WHEREAS the Board deems it necessary to establish "Good Standing Policy" guidelines for limiting or revoking of consent to those privileges as established by the Board of Directors requiring its approval of its rules and documents

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following for the purpose of establishing a "Good Standing Policy" in order to maintain its control for the enforcement of rules and regulations as granted to the Association unit owners by the Board of Directors.

1. All requests for modification, Pets, or changes to the Limited Common Areas must be in writing as established by the Policy Resolution regulating that specific topic. That consent so given may be revoked by the Board of Directors should the unit owners fail to maintain his/her good standing in the community.
2. Unit owners not in "**Good standing**" shall be defined as follows:
 - a. In excess of 45 days delinquent in the payment of Common Area Assessment.
 - b. In excess of 35 days delinquent in the payment of any General Assessment as established by the Board of Directors.
 - c. In excess of 35 days delinquent in the payment of any fine or assessment to a specific unit owner. (No formal action will be taken should an appeal to the Board be received within the 30-day period requesting a hearing on the matter.)
 - d. In violation of any Policy Regulation or Rule as duly established by the Association after being given proper notice of such infraction and the time limit has expired for compliance.
3. Any unit owner may bring a grievance to the Board of Directors should his/her "**Good Standing**" be revoked.
4. Unit owners not in good standing may not cast ballots at its annual meetings or any special meeting called by the Secretary of the Association
5. Unit owners not in good standing may not hold an office (elected or appointed) in the Association or hold a position as a committee member.
6. Unit owners not in good standing cannot hold a seat on the Board of Directors. Directors may appoint a replacement director to fill the remaining term of the Director not in "Good Standing."

In the event the Association is required to take legal action to bring unit owners into good standing in the community, the Association will seek remedies to collect cost, including all attorneys' fees and expenses incurred by the association in any legal action commenced against the owner in accordance with the Declaration, By-laws, rules, resolutions of the Board and New Hampshire RSA 356-B: 15 I and II.

This Resolution is adopted and made a part of the minutes dated March 24, 2011

ATTESTED:

Secretary, for the Board of Directors

PEACOCK BROOK
CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-4
(LATE FEE)

WHEREAS, Article 8, Paragraph 8.3 of the Declaration grants the Board (Officers of the Association) the powers specifically conferred upon by the Act, the Declaration, and the By-Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS, the Board of Directors has the power to amend and adopt rules and regulations as outlined in the By-Laws to manage the affairs of the Association; and,

WHEREAS, the Board deems it necessary to adjust the penalty for the default in the payment of common area assessments as outlined in the declaration, Article 7, Section 7.3
reflecting presently accepted practice

NOW, THEREFORE, BE IT RESOLVED THAT the Board establishes the late fee to the maximum allowed under the documents and state statute:

Effective January 1, 2011, late fees will be assessed at:

\$25.00 late fee due after the 5th day of each month
for common area assessment.

This Resolution is re adopted and made a part of the minutes dated March 24, 2011

ATTESTED:

Secretary, for the Board of Directors of
the Condominium Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-5 INSURANCE DEDUCTABLE

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS in accordance with the Association's declaration, Article 6, Para 6.3 and the State Statue, RSA 356-B: 43, the Association is required to maintain a master casualty insurance policy on the common and limited common areas of the association in the amount of its full replacement value.

WHEREAS the documents of the association make note that individuals should maintain additional insurance including "*unit owners condominium endorsement*";

WHEREAS the Association is required to establish a deductible value for the master policy coverage, this being the self-insured portion of the policy for which the association members are responsible. This deductible is presently established at \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, Officers, and Agents have established that the insurance deductible will be the responsibility of each unit owner as it affects their unit and its limited common areas. Independent adjusters will determine the value for damages and the claim will be the administrative responsibility of the association. The deductible expense will be assessed to the individual or individual unit owners that were affected by the claim. Those claims, which only affect the common areas of the association, will be the sole responsibility of the association and the insurance deductible will be an expense to the association.

This Resolution is adopted and made a part of the minutes dated, March 24, 2011

for the Board of Directors of
the Condominium Association`

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-6 CONTROL OF PETS

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board deems it necessary to regulate and control household pets on the limited common area of the association

THEREFORE, BE IT RESOLVED that the following rules be adopted to regulate the control of household pets in the common areas of the Association.

1. All pets being kept in the Association as defined by the Town of Hollis Ordinance, Section 5-1 must be registered with the Association using the Pet Registration Forms provided by the Association.
 - a. Dog meaning any canine animal, male or female, sexed or neutered
 - b. Cat meaning any feline animal, male or female, sexed or neutered.
 - c. Livestock meaning any animal other than a dog or cat that is caged outside of the unit is not allowed.
 - d. Cage animal meaning any creature, aquatic, reptilian or otherwise that is housed in a confined area within the unit is not subject to this regulation.
2. No pet will be kept within the Association without prior written consent of the Board of Directors. All pets registered within 90 days of the effective date of this Policy will be grandfathered. All pet owners must be in "good standing" with the Association.
3. Permission to keep a pet by the Board or grandfathered status may be revoked at any time should the pet become a nuisance to its neighbors or in violation of any pet rule in force. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, subject to the complaints of two or more unit owners.
4. The Board reserves the right to restrict the weight, number and breed of pets in its approval process. Breeds of dogs such as Rottweillers, Pitbulls, Dobermans, Shepherds, Huskies, etc.— *Or any other dog which the Board of Directors, in their sole discretion, determines to be intimidating, dangerous or a nuisance* by their nature will be automatically excluded. Any animal considered to be vicious, intimidating, or uncontrollable can be removed by a majority vote of the Board of Directors, after a hearing by the owners in defense of the animal. The burden of proof of innocence is with the pet owner. At present the number of pets is restricted to 2 pets per unit this applies to dogs or cats only.

5. All approved pets must be kept in accordance with all local and state ordinances in force and as may be adopted. Such ordinances may be enforced by local authorities, including the Animal Control Officer, without regard to the Condominium's Covenants.
6. Pet owners will hold harmless and indemnify the Association from any claim resulting from any action of their pet. Proof of individual liability coverage on the unit will be required. No pet may be kept, bred or maintained for any commercial purposes.
7. Any damage to the common area or limited common areas as a result of a pet will be the full responsibility of the unit owner, who will pay all costs involved in restoring any premises to original or new condition.
8. The unit owner of the pet will be liable for all costs should an animal have to be removed from the property, including any legal fees incurred. Such costs will be assessed to the property.
9. Any unit owner who brings an animal onto the property for the purpose of "animal sitting" must first obtain permission from an officer of the Association, giving specifics on breed, size, and length of time it will be on the property. No animal will be allowed to be boarded for more than 10 days. After 10 days a fine of \$10.00 per day will be assessed to the unit owner.
10. Any unit owner who allows a guest to bring an animal onto the property will be responsible for their actions. Any animal which is viewed to be vicious or intimidating must be removed from the property immediately on the request of any owner. Incidents should be reported to the Board of Directors, in writing, for action.
11. Dog waste under Section 5-8 of the City Ordinance is made part of this Policy Resolution and is reiterated below:
 - a. Duty to Dispose. It shall be the duty of the each person who owns, possesses or controls a dog to immediately remove and dispose of any feces left by his/her dog on any sidewalk, street or any limited or common areas.
 - b. Duty to possess means or removal/disposal. No person who owns, possesses or controls a dog shall appear with such a dog on the property without the means of removal of any feces left by said dog.
 - c. Enforcement/fines for violation. This section shall be enforced by the Amherst Police Department. Violations of this regulation shall be punished by a fine of Twenty five (\$25.) by the town of Amherst as well as by the Association for each occurrence.
12. Exception. Any person being physical handicapped is not subject to this policy, if by this/her handicap is physically unable to comply with the restriction of this policy resolution.
13. No person shall interfere with an animal control officer in the performance of his duty. Any law enforcement officer is granted permission to enter the property for the purposes of enforcement. The Association is not considered private property for the purposed of enforcement of local and state laws

Pet Rules

- a. Pets will be kept inside the unit at all times, except when held or on a leash, Under no circumstances will the pet be allowed to roam free in the common areas and all pets must be under the complete control of the owner at all times.
- b. Only the pet described in the petition will be allowed on the premises. No additional or different pet is authorized
- c. The pet will be kept, maintained and licensed in accordance with the regulations of state and local authorities.
- d. No animal may be leashed to any stationary object in the limited common areas or left unattended on limited common area.
- e. No animal is permitted to bark, howl or make other loud or disturbing noises at such a time as to disturb a neighbor's rest or peaceful enjoyment of their unit or the common elements.
- f. No pet owner may permit the animal to relieve itself in other than designated areas as established by the Board of Directors. Pets shall be curbed in the limited common in the rear behind the pet owners unit. Intentional use of all the landscaped common areas of the complex is prohibited ie. central island. the common area that borders Rt 122
- g. Owners are responsible for the removal of the wastes of their animal from the common elements so as not to cause an offense to neighbors.
- h. An animal is considered to be out of control when it is more than 6 feet away from its owner, whether leashed or not. It is also deemed not under the reasonable control of the owner when the animal inflicts damage or injury by biting or jumping upon other residents or their guests, polluting vegetation, or by any other means being a nuisance to the property or the property of anyone other than the owner.
- i. All animals requiring licensing must wear a collar to which the required license is to be secured.
- j. Pets not requiring pet occupancy permission from the Board, but allowed to be housed, such as birds, hamsters, etc., must be caged at all times to prevent escape into the common areas.

Penalties

Unit owners with pets will be subject to fines for violations of this Pet Policy and these rules at a rate of

\$50.00 for the first offense

\$75.00 for the second offense

\$200.00 for the third offense or removal of pet

No animal is permitted on the property prior to Board consent, and any animal in violation of the provision is subject to a boarding assessment of \$10.00 per day. In addition to the boarding charge, a penalty of \$250.00 will be assessed against the unit, and this sum must be paid prior to submission of the Request for Pet Occupancy.

This Resolution is adopted this 24th day of March 2011 and made a part of the minutes

Effective date

ATTESTED:

Secretary, of the Condominium Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

REQUEST FOR PET OCCUPANCY REGISTRATION or RENEWAL

Under the provision of the Peacock Brook Condominium Association's Rules requiring written consent to keep an animal within a unit of the Association,

I hereby petition the Board of Directors for permission to keep a house pet within my unit.

☐ ☐ New Pet Request, if granted permission to house a pet I will immediately acquire and mail to the Board a copy of the pet's registration (if registration is required by the city of Hollis).

☐ ☐ Request for renewal, a copy of my pet's registration (if registration is required by the city of Hollis) is attached.

first year permission to house this particular pet was granted by the association _____

Owner _____

Unit Address _____ Phone _____

Animal Breed _____ Name _____

Spayed/Neutered _____ License No. _____

Weight at Full growth _____ Health _____ Color _____

Date _____ Signature _____

Insurance Carrier: _____ Expiration Date: _____

In consideration of permission being granted, I hereby agree to the following:

1. Only the pet described in this petition will occupy the premises. No additional or different pet is authorized, and this agreement is not automatically extended if the pet is lost or should the pet come to some other demise.
2. I have read and will adhere to the Pet Policy of the Association and hereby assume responsibility for the actions of my pet as to damages to the limited common areas. I agree to pay any fines assessed for violations of the pet rules.
3. I agree that my pet will be kept under my control at all times and will be restricted on a leash outside to limited common areas. Under no circumstances will I allow my pet to roam free within the Association.
4. My pet will be kept, maintained and licensed in accordance with the regulations of the Health Department of the City of Hollis and in accordance with the regulation of any and all other municipal bodies having jurisdiction.
5. I further agree that if my pet becomes annoying, bothersome, or in any way a nuisance to other unit owners I will upon written notice from the Board of Directors, remove the pet from the

pet will be removed, all costs to extricate the pet will be assessed to my unit, including any legal fees incurred.

6. Not applicable to seeing eye dogs or any other animals used with the handicapped.
7. I hereby hold the Board of Directors and the Association harmless for any action arising out of enforcement of the Pet Policy. I am insured and carry additional liability insurance on my unit and have advised my insurance company that a pet resides in the unit.
8. My failure to comply with the conditions, as set forth herein, automatically terminates consent of the Association, and upon 10 days notice from the Board of Directors placing me in violation of the Pet Policy, will subject me to a fine of \$10.00 per day that the pet is in violation or has not been removed from the property.

Dated this _____ day of _____

Signature of Unit Owner(s)

Decision of Board of Directors

Date Received by the Board _____ Date Reviewed _____

Action _____

Explanation of Action (if deemed necessary by the Board) _____

Signature of Secretary _____ Date _____

Upon review of this application please mail a copy
to the unit owner for their records.

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

ADDENDUM TO PET POLICY

PROHIBITED DOG BREEDS

The following dog breeds are prohibited from being within the Association at any time:

Akita
American Staffordshire Terrier (Pit Bull)
American Bull Dog (Pit Bull)
Australian Cattle Dog
Beauceron
Bernese Mountain Dog
Black Russian Terrier
Bull Mastiff (Pit Bull)
Bull Terrier/American Bull Terrier
Canary Pet/Canary Island Dog
Cane Corso
Catahoula Leopard Dog
Chinese Shar Pei
Chow/Chow-Chow
Dalmatian
Doberman Pincer
Doug De Bordeaux
English Bull Terrier (Pit Bull)

German Shepherd
Great Pyrenees
Husky
Irish Wolf Hound
Jindo Pet/ Korean Wild Dog
Malamute
Mastiffs
Newfoundland
Pit Bull
Presa Canario
Rhodesian Ridgeback
Rottweiler
Saint Bernard
Tosa Inu
Wolf
Wolf Hybrid
Any mix containing any of the above breeds.

This list is subject to change at any time, per insurance regulations and at the Board's discretion.

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-7

(OPEN FLAME DEVICE RESTRICTIONS)

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board of Directors has the power to amend and adopt rules and regulations as outlined in the By Laws to manage the affairs of the Association; and,

WHEREAS, Section 3-4.7 of the General Provisions of the National Fire Protection Association Codes in the State of New Hampshire, which are a part of the town of Amherst Fire Department Code has been amended to prohibit the use of open flame devices on balconies or within ten (10) feet of combustible patios on the ground floors, and

WHEREAS, the highly combustible nature of propane gas tanks exposed the residents and property to unnecessary fire danger, hazard, and expose the Condominium Association to unnecessary liability, and

WHEREAS, the Board of Directors is required to have the Rules of the Association to be in compliance with the general provision of the State of New Hampshire Fire Marshal and the town of Amherst Fire Codes and Regulation

NOW THEREFORE BE IT RESOLVED THAT the following rules regarding the use of open flame devices (Grills) be adopted:

1. No Propane tanks with propane gas capacity in excess of two and one half pounds (2 ½) capacity may be stored anywhere on the common or limited common area of the Condominium (note: a 2 ½ pound capacity cylinder is the size of the cylinders normally used with a hand held torches or camping stoves)
2. Effective April 1, 2011, no charcoal or propane grill may be used on balconies, decks or driveways. Any Grill being used in the common or limited common area must be 10 feet from the building structure when in use. All Grill devices must have a control to turn off when not in use.
3. No open fires of any kind shall be used or maintained in the common or limited common areas of the Association. (i.e. Tikki Touches, habaraches, chimeras')

PENALTY. a \$100.00 fine for first offence second offence will be a \$250.00 Fine plus loss of use of the grill and cost to have it removed. If not removed with 10 day of the written notice it will be automatically turned over to the attorney for compliance and reported to the City Fire Marshal. All cost to force compliant will be assessed to the unit including court cost and legal fees.

Duly adopted by the Board of Directors this day of March 24, 2011 and recorded in the minutes.

Attested:

Secretary of the Condo Assoc.



PEACOCK BROOK CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-8 PATRIOTIC EXPRESSION

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Congress of the United States has passed a Resolution encouraging every community in the Nation to display the flag of the United States to remember those individuals who have been lost and to show solidarity, resolve and strength of the Nation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Condominium Association that:

1. No restriction contained in the governing documents prohibiting the display of flag shall be enforced against any resident of the Association to the extent that residents may display one removable flag of the United States of reasonable size and shape in the windows of affixed on or near the front door of the unit or on the limited common areas or in certain areas as determined by the Board of Director in the immediate vicinity of his or her unit.
2. Notwithstanding any provision in the governing documents to the contrary, owners may display one American flag on the following days each year: Independence Day, Civil Rights Day (Martin Luther King), New Year's Day, Flag Day, Veterans' Day, and September 11.
3. The Board reserves the right to impose reasonable restrictions based upon legitimate public safety and property damage concerns.
4. The Board reserves the right to extend the period of the moratorium or to propose any amendments to permanently allow the display of the American flag by a vote of the Unit Owners.
5. No other flag, banners or symbols may be displayed in any common or limited common area other than the official flag of the United States of America.

Duly adopted this day of March 24, 2011, and recorded in the minutes of the Association.

Attested:

Secretary of the Association

PEACOCK BROOK
CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-9
(SATELLITE AND ANTENNAS)

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board of Directors has the power to amend and adopt rules and regulations as outlined in the By Laws to manage the affairs of the Association; and,

WHEREAS Article 4, Para 4.2, restricts the use of the common and limited common areas of the association

WHEREAS the Board of Directors deems it necessary to establish clear and uniform rules and policies concerning the use and enjoyment of the condominium as it relates to the installation and maintenance of antennas, satellite dishes or any other structures (device) regarding reception of signals as regulated by the FCC;

NOW, THEREFORE, IT IS RESOLVED, THAT the Board of Directors of Peacock Brook Condominium Association pursuant to the above recited powers, hereby adopts and establishes the following rules, regulation and policies:

1. Definitions:

a. **Reception Antenna** means an antenna, satellite dish, or any device used to receive video or audio-programming services intended for reception in the general area. Examples of but not limited to video programming services include direct broadcast satellite services, multipoint distribution services, and television and radio broadcasting signals. The mast supporting the reception antenna, cabling supports, guy wires, conduits, wiring, fasteners, bolts, or any other accessories for the reception antenna or similar structure is part of the reception antenna. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets Federal Communication Commission Standards for radio and frequency radiation. Structures similar to reception antennas are any structures, devices, or equipment that is similar in size, weight or appearance to reception antennas.

b. **Transmission Antennas.** Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas.

2. All Transmission Antennas are prohibited.

3. No Resident shall install a reception antenna on any portion of the common or limited common areas without the written consent of the Board of Directors. Installation will be

restricted to the limited common area of an exterior deck area, pursuant of the provisions of the Declaration creating the Condominium.

4. A reception antenna, which encroaches on the air space of another owner's unit or limited common areas or onto the general common areas, does not comply with the policy.
5. Unit owners with tenants may intercede on behalf of the tenant should a reception antenna be requested by the tenant. Written request must be from the unit owner.
6. Reception antennas installed on limited common exterior deck areas as defined herein and in the Declaration shall be subject to the following:

Satellite #1

- a. Reception antenna shall be no larger than necessary for reception of an acceptable quality signal, provided that under no circumstances shall reception antenna for direct broadcast satellite services be larger than one meter in diameter.
- b. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet must receive the prior written approval of the Board. The owner must submit an application, including detailed drawings of the structure and methods of anchorage.
- c. Reception antennas must be placed in areas that are shielded from view from outside the development or from other units to the extent possible, provided that nothing in this rule shall require a reception antenna to be installed where it precludes reception of an acceptable quality signal.
- d. Reception antenna and similar structures shall not be placed in areas where it blocks fire exits, safety equipment, electrical panels, or other areas for the safe operation of the development. The purpose of this rule is to permit evacuation of the units and the community and to provide clear access for emergency personnel.
- e. Reception antenna and similar structures shall not be placed within two feet of electrical power lines and in no event shall they be placed in an area where it can be reached by the playing near the electrical power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- f. The Board may require a resident to install inexpensive screens or plants to shield the reception antenna from view.
- g. Any resident installing, maintaining, or using a reception antenna shall do so in such a way that it does not materially damage the general common elements of the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building. Installation is restricted on the roofs and the building structure itself or any part thereof.
- h. The residents who own, install or use a reception antenna are solely responsible for all costs associated with or related to their reception antenna including, but not limited to, cost to:
 1. Repair, maintain, remove and replace the reception antenna.
 2. Repair damages to the common elements, the unit, other units and other property caused by the installation, existence, or use of the reception antenna.

3. Pay for medical expenses incurred by persons injured by the installation, existence or use of the reception antenna.
4. Reimburse residents of the Association for damages caused by the installation, existence or use of the reception antenna. Evidence of insurance of the installing contractor in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as additional insured.
 - i. Due to safety concerns relating to the falling of reception antennas and equipment, all reception antennas shall be securely attached to the structure and have guy wires securing the device to the structure if said is a limited common element. Otherwise guy wires and the like may not be attached to the building and facilities.
 - j. Residents shall not permit their reception antenna to fall into disrepair or to become a safety hazard.
7. Prior to the commencement of any installation, the owner must provide a copy of the insurance certificate of any independent contractor. Unit owner are not permitted to perform the installation unless they are a licensed contractor. In addition the resident must assume and accept the responsibility for assuring that none of the work shall jeopardize the soundness or safety of the building, including damages from wind velocity based upon the unique location the condominium.
8. Severability. If any of these provisions are ruled to be invalid, by regulation of the FCC or any other authority having jurisdiction on the rights to receive broadcasts signals, the remainder of the rules shall remain in full force and effect.

9. Violation and Process

In the event of a violation of these rules, the Association may bring an action for declaratory relief pursuant to applicable laws. In the event that there is a determination that there has been a violation, a fine of \$250.00 shall be imposed. If after said determination, the violation has not been corrected within a reasonable time as determined by the Board, additional fines of \$10.00 a day shall be imposed to a maximum of \$900.00.

To the extent permitted by the FCC Regulations and the New Hampshire Condominium Act 356-B as amended, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

Duly adopted this 24th day of March 2011 and made a part of the minutes.

Attested:

Secretary of the Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-10 LANDSCAPING

WHEREAS, Article 8, Paragraph 8.3 of the Declaration grants the Board (Officers of the Association) the powers specifically conferred upon by the Act, the Declaration, and the By-Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS, the Board deems it necessary to regulate and control the landscaping of the common and limited common areas, their use and upkeep the association has established the following:

1. Planting bulbs and annuals in the original beds in front of each unit does not require Board approval
2. Before planting a plant, tree or shrub, in a foundation bed, which is not on the approved list, a unit owner must submit a request for approval to the Board of directors in writing. The Board will consult with the association's landscape contractor before approving or denying the request.
3. All other plantings, other than those being placed in original foundation beds, require Board approval in writing. A unit owner should submit a detailed plan showing location and types of plants to be used. The plan must include an edged bed of sufficient size for plant mulching. The design must not interfere with the landscape contractor's ability to use mowing equipment with a total width of 2 feet. Both the landscape contractor and the Board prior to approval will review the plan. Installation is prohibited without proper written approval of the plan.
4. All foundation plantings installed by a unit owner are subject to the following conditions:
 - a. The unit owner will be responsible for the maintenance of the plantings.
 - b. Should plants, trees or shrubs die or become damaged, the association has NO responsibility to replace them. The unit owner would be responsible to replace the plants or restore the common area to its original condition.
 - c. In the event that the unit owners does not continue the routine maintenance, the association at its discretion will determine if it is in the best interest of the association and the community to maintain or remove the plants at the owners expense.
 - d. Any soil and or rocks removed during landscaping and planting will be disposed of completely by the unit owner. The area must be raked and left in a natural state.
5. The use of fences, trellises or other support structures is strictly prohibited.

6. The replacement of foundation shrubs and plantings supplied by the contractor and no longer under warranty are the responsibility of the unit owners. The same rules apply as stated in 4b of the preceding paragraphs

Suggested plants to be used include: Japanese Yew Densi, Burning Bush, Rhododendron Roseum Elgans, Global Arborvitae, Goldfinger Potentilla, Andorra Juniper and Pfizer Juniper. A more detailed list can be obtained from the landscape contractor.

PENELTIES:

Failure to comply with the procedures outlined in this Policy Resolution will result in an assessment of fines as may be determined by the majority vote of the Board of Director. Fines may not to exceed \$100.00 per occurrence and the cost to enforce compliance including legal fees and court cost.

Duly adopted by the Board of Directors this 24th day of March 2011 and recorded in the minutes.

Attested:

Secretary of
Condominium Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-11

PARKING

(Limited Common Areas)

WHEREAS Article 8 Paragraph 8.3 of the declaration grants the Board "Officer of the Association", specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board deems it necessary to regulate and control the common area, their use and upkeep, the association has established the following:

1. Parking is restricted to unit owner's limited common area on asphalt and limited to 3 vehicles only. No overnight parking is allow on the street (12 to 7 AM) subject to towing without notice.
2. All landscaped areas are restricted from parking of any type of vehicle
3. All commercial vehicles are restricted from overnight parking in the association. Commercial vehicles are defined as follows:
 - a. More than two axels or four wheels
 - b. Lettering or advertisement
 - c. Open stake body
 - d. Exposed tools and/or ladders
 - e. Step vans
4. Recreation Vehicles, trailers, campers, boats, etc., are restricted from parking or storage on Association property.
5. No unregistered, uninspected vehicles shall be parked or stored in the Association complex
6. All vehicles shall be moved on request to allow the removal of snow without interference or obstruction.
7. No vehicle is allowed to park in the street as to obstruct a unit owner from entering his/her driveway
8. No vehicles are allowed to park so as to obstruct the maintenance in or on the access driveway such as, but not limited to, street sweeping, crack or seal coating, trash collection, fuel delivery and waste line cleaning and replacement. Specifically, no vehicle shall interfere with the snow removal process.
9. No equipment or activity shall be used that would obstruct the use of the access driveway from allowing the free flow of traffic. Games or other sports activities are prohibited.
10. No automotive repairs are to be performed on the limited Common Areas of the Association.

PENALTIES:

Failure to comply with the procedures outlined in this Policy Resolution will result in an assessment of fines as may be determined by the majority vote of the Board of Director. Fines may not to exceed \$100.00 per occurrence and the cost to remedy and compliance. Obstruction of snow removal is an automatic fine of \$100, towing and cost to have the area re-plowed. Association reserves the right to place warning sticker on vehicles as an additional warning of infractions to this Policy Resolution.

Duly adopted by the Board of Directors this March 24, 2011 and recorded in the minutes.

Attested

Secretary of the Association

PEACOCK BROOK

CONDOMINIUM ASSOCIATION

POLICY RESOLUTION 2011-12

NON OWNER OCCUPANCY

(RENTAL)

WHEREAS Article, 8, Section 8.3 of the By Laws grants the Board, "Officers of the Association", the powers specifically conferred upon by the Act, the Declaration, and the By Laws and all other powers and duties necessary for the administration of the affairs of the Condominium Association; and,

WHEREAS the Board of Directors has the power to amend and adopt rules and resolutions as outlined in the By Laws to manage the affairs and control of the common areas of the Association; and,

WHEREAS the Board deems it necessary to regulate and identify the occupants of units within the Association using the common areas of the Association and has established the following:

1. All Units not owner occupied are required to file with the Association an information form on the occupancy of that unit. This petition is made a part of this resolution.
2. The ratio of owner occupied units is required for reporting to financial Institutions and Fannie Mae. The ratio of units will be restricted to 15% in order to protect property value as residential units.
3. Units occupied by a kinship relationship will not be reported in this calculation; however, an information form will be required to identify occupants.
4. Rental units will be subject to the following conditions.
 - a. The lease cannot be for a term of less than a 12-month period.
 - b. The tenant must be advised of Rent Assignment Policy of the Association should the unit owner become not in good standing with the Association.
 - c. Unit owner must sign an affidavit on the Information form that he/she has given a copy of the Association rules to the tenants and that they understand them and that the unit owner can be fined for the actions of the tenant and their guests.
 - d. Should the tenants become a nuisance and continue to violate the Policies and rules of the Association after sufficient warning, the Association can intercede in the eviction process should the unit owner fail to take the proper action.
 - e. No subletting (state Law) or the renting of rooms by tenant or owner is permitted. Occupancy will be in compliance with all local and state ordinances in reference to occupancy restrictions.
5. Any unit that remains vacant for more than 30 days must be reported to the Association stating the reason. This is a requirement of the Master Insurance.
6. All rental units will be required to carry added liability insurance and provide a certificate of insurance to the Association.

PENALTIES:

Failure to comply with the procedures outlined in this Policy Resolution will result in an assessment of fines as may be determined by the majority vote of the Board of Directors. Fines may not to exceed \$100.00 per occurrence and the cost to remedy, which would include all legal costs and attorney fees.

Duly adopted by the Board of Directors this 24th day of March 2011 and recorded in the minutes.

Attested:

Secretary of Condo Assoc

**PEACOCK BROOK
CONDOMINIUM ASSOCIATION**

**RENTAL INFORMATION
AND
CONSENT FORM**

PROPERTY OWNER: _____ TEL: _____

PROPERTY ADDRESS: _____

OWNERS ADDRESS: _____

TENANTS NAME: _____ TEL: _____

DEPENDENTS: _____ AGES: _____

VEHICLES: _____ REG # _____

VEHICLES _____ REG# _____

LEASE DATE: _____ LEASE EXPIRES: _____

As owner or owner's agent I have informed the tenant that the property that is being rented is a condominium unit with coverciances and restrictions as governed by its Board of Directors and that they are required to abide by all of these restriction and that you are responsible for their actions and fines.

That recreation vehicles, recreation equipment, commercial vehicles or tools can not be place or stored on the limited common area and that Limited Common Area is defined by he Lessor.

That the following paragraphs must be a part of the lease agreement. This form must be sign by both lessee and Lessor before the execution of the lease agreement and returned to the Association at PO Box 1262, Nashua, NH 03061. No lease can be for a period less than 9 months.

"This lease is made in all respects subject to the Lessor's obligations created by New Hampshire Law and by the **Gingras Garden Condominium Association its declaration**, Bylaws, and Resolutions, Rules and Policies adopted or to be adopted by the Condominium or its Board of Directors. Evidence of Violations of these obligations shall be due cause for eviction from the premises. Permission is hereby granted to allow the Condominium to proceed in an eviction in the name of the Lessor. The Lessee acknowledges his obligations and agrees to abide by the Declaration, Bylaws and Rules and Resolution of the Condominium. Rules Violations assessments made to the Lessor, due to noncompliance by the Lessee, shall be reimbursed to the Lessor in full upon demand. The Condominium rules are entrusted and presented here with to the Lessee and must be returned to the Lessor upon termination of this agreement. The Lessee and Lessor both hold the Association harmless for compliance to state and local ordinances relating to rental of this unit.

Should the Lessor become delinquent in the payment of any fees, fines or assessments, to the Condominium Association, the Lessee agrees, on proper notice from the Associate, or its Agent, to remit that portion of the rent payment owed to the Association directly until the account is satisfied. The Lessor agrees to this Rent Assignment provision as in accordance with RSA 356-B: 46-a of the New Hampshire State Statue and adopted by the Association as recorded in the Hillsborough County Registry of Deeds. "

Attested:

Dated:

(Owner or Agent)

(Tenant)

Received by the Association this Date and has been filed in the unit owners file. _____