

Appendix A  
Condominium Declaration  
By-Laws

1. Board of Directors

The affairs of the Bliss Farm Condominium Association shall be conducted by a Board of five (5) Directors.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph D thereof, the Unit Owners shall elect a Board of Directors for the forthcoming year, provided, however the first Board of Directors elected hereunder may be elected at a special meeting duly called, said Board of Directors to serve until the first annual meeting held thereafter. At least thirty (30) days prior to any annual meeting, the Board of Directors shall elect a Nominating Committee of not less than three (3) Owners, and such Nominating Committee shall recommend at the annual meeting one (1) nominee for each position of the Board of Directors to be filed at that particular annual meeting. The nominations shall be made by the Declarant for the initial Board of Directors.

B. Term. Members of the Board of Directors shall serve for a term of two (2) years; provided that three (3) of the members of the first Board of Directors elected shall serve for a one (1) year term. The other Directors shall serve for a two (2) year term. The members of the Board of Directors shall serve until respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be a Unit Owner, his or her membership on the Board of Directors shall thereupon terminate.

C. Resignation and Removal. Any member of the Board of Directors may resign at any time by giving written notice to the President and Manager, and any member may be removed from membership on the Board of Directors by an affirmative vote of two-thirds (2/3) of the Unit Owners. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term.

D. Declarant Performs Functions. Until a date three (3) years from the date of this Declaration or until Units representing three-fourths (3/4) of the undivided interest in the Common Area have been sold, whichever occurs first, the rights, duties and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant. The Declarant shall have the option at any time after the date of the execution of the Declaration to turn over to the Unit Owners Association the responsibility of electing all of the members of the Board of Directors.

II. Power and Authority of Board of Directors

A. Power and Authority

The Board of Directors shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith, except as by law or by the Declaration or these By-Laws may be delegated to the Board of Directors. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (1) Maintenance, alteration, improvement and management of the Common Area and Facilities of the Condominium or any part thereof as provided in the Declaration, including Limited Common Area such as the community septic facilities and other Limited Common Areas not subject to maintenance by a Unit Owner;

- (2) Conducting litigation as to any matter involving the Common Area and Facilities;
- (3) Determination and budgeting of the Common Expenses and reserves required for the affairs of the Condominium;
- (4) Collection of the Common Expenses for the Unit Owners;
- (5) Employment and dismissal of the personnel necessary for the operation, care, upkeep and management of the Common Area and Facilities, including without limitation the employment of a Manager or managing agent, except that any management agreement shall be terminable for cause upon thirty (30) days without notice and shall not exceed one (1) year duration without renewal;
- (6) Opening and utilizing bank accounts on behalf of the Association and designating the signatures required therefor;
- (7) Obtaining of insurance for the Condominium;
- (8) Making of repairs, additions and improvements to or alterations of the Common Area and Facilities and making repairs to the restoration of the Condominium property (including in certain cases the Units or Limited Common Area pertaining thereto), in accordance with the other provisions of the Declaration and these By-Laws, after damages or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (9) Incurring obligations and paying, comprising or adjusting all obligations incurred and rights acquired in the administration of the Association;
- (10) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, accountants, employees, servants and assistance's as they shall deem advisable; and defining their respective duties; and paying their compensation; provided, however, no Director shall be held personally liable for the act or default of any such person and;
- (11) Adopting, amending or rescinding rules and regulations governing the details of the operation of use of the Common Area and Facilities. Such rules and regulation and any changes therein shall become effective upon delivery of copies to all Unit Owners.

## B. Enforcement

The Board of Directors, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions of the By-Laws including, but not limited to the following:

- (1) The Board of Directors shall have the authority to enforce liens or unpaid assessments levied against a Condominium Unit. With regard to the Common Expenses to be shared equally by the Unit Owners, as provided in the Declaration, the Board of Directors shall make assessments annually, to be payable on a monthly basis.
- (2) The Board of Directors shall have the authority to require the individual Unit Owner to paint, repair, maintain, landscape or otherwise provide upkeep to the building, Limited Common Area and the Common Area in which their Unit is located.
- (3) Any decision by the Board of Directors with regard to the above shall be discussed with the Unit Owner(s) affected by the decision and unless an agreement shall be reached, the Board of Directors shall have the right to set forth the particular details of such a decision and to set a time limit within which the said Unit Owner(s) shall perform the said work.
- (4) In the event that the Unit Owner(s) affected by such decision shall fail to perform the above-required work within the time specified, the Board of Directors shall have the right to have the work performed and to make special assessments to the said Unit Owner(s) involved.

(5) The monthly assessment and any special assessment shall be subject to collection by a suit to recover a money judgment, subject to the lien procedure provided for in RSA Chapter 356-B:46, or both.

### III. Meetings

The presence at any meeting of the Association of fifty-one (51%) percent of Owners, in person or by written proxy in response to notice of all Unit Owners of record given in accordance with Paragraph III (A) or III(B) of these By-Laws, shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Association of Owners upon the affirmation vote of a majority of the Owners present and voting in person or by proxy, provided that a quorum is present as provided for above.

A. Annual Meeting. There shall be a meeting of the Association on the Third Saturday of September of each year at 2:00 P.M., upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board of Directors, issued by the President and delivered to the Unit Owners not less than twenty-one (21) days prior to the dated fixed or said meeting. At the annual meeting, the Board of Directors shall present a statement of the Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, with the allocation thereof to each Unit Owner. Unless changed by vote of the Association at such annual meeting, or at some subsequent duly called meeting of the Association, such estimated Common Expenses shall be the assessment for the fiscal year, subject to the provisions for additional assessment by the Board of Directors set forth in Paragraph VIII(A) of these By-Laws. The fiscal year is hereby designated to be July 1 through June 30. Within ten (10) days after the annual meeting, said statement shall be delivered to the Unit Owners not present at said meeting.

B. Special Meetings. Special meeting of the Association may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of all or some of the Unit Owners or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Unit Owners having one-third (1/3) of the total votes, and delivered not less than seven (7) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

C. Meeting of the Board of Directors. Three (3) members of the Board of Directors shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association as set forth in Paragraph IV of these By-Laws, such officers to be elected from among the members of the Board of Directors. The meeting for the election of officers shall be held at a meeting of the Board of Directors to be called immediately following the annual meeting of the Association of the Unit Owners. Other meetings of the Board of Directors may be called, held and conducted in accordance with such regulations as the Board of Directors may adopt. The Board of Directors may also act without a meeting by unanimous written consent of its members.

### IV. Officers of the Association

The Officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The offices of Secretary and Treasurer may, by vote of the Association at any annual meeting be combined as one office. The office of Vice-President may, in the Board of Directors discretion, remain vacant. All officers, after Declarant shall have relinquished its power to exercise the right, duties and functions of the Board of Directors pursuant to Paragraph I-D of these By-Laws, shall by Unit Owners of

the Condominium Units. Officers shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subject to fidelity bond coverage in favor of the Association. During such time as Declarant shall exercise the powers of the Board of Directors. Declarant shall also perform duties of officers set forth herein.

A. President. The President shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees.

B. Vice-President. The Vice-President shall perform the functions of the President in the absence or inability of the President.

C. Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

D. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of income and expense payments to the authorized Manager of the Condominium Association. The Treasurer shall perform the duties of the Vice-President if there is a vacancy in that office.

V. Notice to Unit Owners. Every notice to a Unit Owner required under the provisions hereof, or which may be deemed by the Directors necessary or desirable or which may be ordered in any judicial proceedings, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Directors by leaving such notice at the respective Unit, or mailing it postage prepaid and addressed to such Unit Owner or Directors, at his/her address at the Condominium, unless said Unit Owner or Director has designated in writing to the Board of Directors some other address for the receipt of notices.

#### VI. Association Voting Provisions

In the event that action by the Association of Unit Owners is deemed necessary then, each Unit shall have one (1) vote. Where there shall be more than one (1) person having legal title to a Unit any of them may cast the vote of that Unit or more than one (1) such person shall be present at any meeting of the Association, then the vote pertaining to that Unit shall be cast only in accordance with the unanimous agreement of such persons.

#### VII. Checks, Notes, Drafts and Other Instruments

Vouchers, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Board of Directors or of the Association of the Unit Owners must be signed by the Treasurer and/or by shall other person designated by the Board of Directors in writing.

#### VIII. Common Expenses

##### A. Assessments

##### 1. Estimation of Yearly Expenses

Within thirty (30) days prior to the annual meeting, the Board of Directors shall estimate the net charges to be paid during the following year (including a reasonable provision for required capital reserves, working capital, contingencies and

replacements and less any expected income and any surplus for the prior year's operation). Said "estimated cash requirement" shall be assessed to the Unit Owners pursuant to the percentages set forth on the Exhibit B to the Declaration. Declarant will be liable for the amount of any assessment against completed Units owned by the Declarant. If said estimated sums prove inadequate for any reason, including nonpayment of any Unit Owner's Assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Unit Owners in like proportions, unless otherwise provided therein. Each Unit Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate;

2. Initial Assessments by Declarant

The rights, duties and functions of the Board of Directors set forth in this paragraph shall be exercised by Declarant for the period ending thirty (30) days after the election of the first Board of Directors hereunder.

3. Failure to Set Assessments

The omission by the Board of Directors before the expiration of any year, to fix the assessments for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Unit Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent to the Unit Owners and their mortgagees. No Unit Owner may exempt himself from liability for the assessment by waiver of the use or enjoyment of any of the Common area or by abandonment of his Unit.

4. Detailed Records

The manager or Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area, and Limited Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and Limited Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Unit Owner at convenient hours on weekdays and upon five (5) business days advance written notice. All expenses shall be endorsed by written voucher, surveyed by the Treasurer or the designee of the board of Directors.

## B. Default in Payment of Assessments

1. Lien for Assessment

Each monthly assessment and each special assessment shall be separate distinct and personal debts and obligations of the Unit Owner against whom the same are assessed, at the time the assessment is made, and shall be enforceable as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintained without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Unit Owner of any Unit, plus interest at the rate of three (3%) percent per month, and costs, including reasonable attorneys fees, shall become a lien upon such Condominium upon recordation at the Rockingham County Registry of Deeds of a notice of assessment signed, under oath, by the President of the Association. The said lien for nonpayment of Common Expenses

shall have priority over all other items and encumbrances, recorded or unrecorded, except only:

- (a) Taxes, sewer and water charges, assessments in lieu of taxes and special assessment liens of the Unit in favor of any assessing body and special district; and
- (b) All sums unpaid on a first mortgage of record on the Unit.

## 2. Certificate of Indebtedness

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Directors, and the Unit Owners, as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any Unit Owner or any mortgagee or prospective purchase of a Unit upon request, at a reasonable fee, not to exceed ten and 00/100 Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request, such mortgagee, purchaser, or prospective purchaser shall take title free and clear of such lien. Any mortgagee holding lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and, upon such payment, such mortgagee shall have a lien on such Unit for the amount paid of the same rank as the lien of the Association.

## 3. Discharge of Certificate of Indebtedness

Upon payment of a delinquent assessment concerning which such a certificate as been so recorded, or other satisfaction in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deed of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

## C. Expenses to be Paid

The Board of Directors, for the benefit of the Condominium and Unit Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the Common Expense Fund hereinafter provided for, the following:

- (1) Expenses attributable to the Community Water and Septic Systems and their maintenance, garbage collection, snow removal, road maintenance, electrical, telephone and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units and Limited Common Area);
- (2) A policy or policies of fire insurance as the same are more fully set forth in the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Common Area payable as provided in the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Unit Owners, and their mortgagees, as their respective interests may appear. Said policy or policies shall provide for a separate

- loss payable endorsement in favor of the mortgagee or mortgagees of each Condominium Unit, if any;
- (3) A policy or policies as the same are more fully set forth herein insuring the Board of Directors, the Unit Owners and the Manager against any liability to the public or to the Unit Owners of Units and their invitees, guests or tenants, including without limitation the Common Area and Limited Common Area, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than one Million and 00/100 Dollars (\$1,000,000.00) for any one person injured, for any one occurrence, and shall not be less than Two hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for property damage, each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion). Said policy or policies shall be issued on a comprehensive general liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;
  - (4) Fidelity Bonds for the Treasurer and Directors; worker's compensation insurance to the extent necessary to comply with any applicable laws, and Directors and Officers liability insurance;
  - (5) the service of a person or firm to manage its affairs, if required, (herein called "the Manager"), to the extent deemed advisable by the Board of Directors, as well as such other personnel or property as the Board of Directors shall determine shall be necessary for the operation of the Common Area, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;
  - (6) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of the Declaration.
  - (7) Other expenses deemed common expenses by the Condominium Act or under the terms of the Declaration and these by-Laws.\
  - (8) Reserves of capital repairs or replacements, including without limitation for all roads within the Community; and components of the system supplying water to the Community (except any such component which is maintained by the public utility); all components of the waste disposal system servicing the Community, leach beds, pipe and pipes (except for those within Units and septic tanks which are deemed to be part of the Unit); and for the surface water drainage with the Community, including the retention pond(s) shown on the Site Plan.

#### IX. Audit

Any Unit Owner may at any time at his or her own expense cause an audit or inspection to be made of the books and records of the Manager and Board of Directors. The Board of Directors at its discretion and as a Common Expense may obtain an audit of all books and records pertaining to the Condominium and furnish copies thereof to the Unit Owners.

#### X. Resale of Units

In the event of resale of a Unit, the Treasurer and the Association shall, within twenty (20) days after request thereof is made by a Unit Owner, prospective purchaser or prospective mortgagee, provide a certificate stating such of the following information as is so requested:

- (a) The amount of unpaid assessments as set forth in sub-paragraph VIII(B) above;
- (b) A statement of items of major maintenance or capital expenditures anticipated with the current or succeeding two (2) fiscal years;
- (c) A statement as to the status and amount of the reserves for major maintenance or replacement of the Common Area, including the amount of funds earmarked for specified projects;
- (d) A copy of the income statement and balance sheet of the Association for the preceding fiscal year;
- (e) A statement setting forth the nature and status of any pending suits or judgments against the Association;
- (f) A statement as to the insurance coverage maintained by the association and the nature of additional coverage required or normally secured by the Unit Owners with regard to their interest therein; and
- (g) A statement that the Unit and any alterations or improvements thereto are not known to be in violation of the condominium instruments, or if there is a violation, the nature and extent thereof.

#### XI. Rental of Units

Any Unit Owner shall have the right to rent his/her Unit. The Unit Owner shall notify the Board of Directors, in writing, of any such rental and include in that notice the names of the tenants and the period of tenancy. Any such tenant shall be bound by the provisions of the Declaration, the By-Laws and any rules and regulations established by the Board of Directors with regard to the use of the Common Area. All leases shall be in writing and shall have an initial term of not less than thirty (30) days. All such leases shall contain a provision that the Board of Directors may invoke those remedies available to landlords with regard to eviction in cases of violation of the Condominium Declaration, Rules and Regulations and/or By-Laws, as the attorney in fact of the Unit Owners; provided, however, that prior notice of the Board's intent to do so has been given to the Unit Owner and to any first mortgagee of the Unit Owner.