

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

APPENDIX A

PK2897 P2158

BY-LAWS OF

PINE VALLEY ESTATES, A CONDOMINIUM

I. Board of Directors. The Affairs of the Association of owners shall be conducted by a Board of three (3) Directors.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph F hereof, the 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 to the annual meeting one (1) nominee for each position on the Board of Directors to be filed at that particular annual meeting. Nominations for the Board of Directors may also be made from the floor at the annual meeting.

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

C. Registration 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 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 of Owners, at which time said vacancy shall be filled for the unexpired term.

D. Power and Authority of the Board of Directors. The Board of Directors, for the benefit of the Condominium and the 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. Water and sewer, garbage collection, snow removal, electrical, telephone and gas and other necessary utility service or the Common Area (and to the extent not separately metered or charged, for the Units, and Limited Common Area):

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2. A policy or policies of fire insurance as the same are more fully set forth in Article XVI of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Area, and Limited Common Area, payable as provided in Paragraph XVI of the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the 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 (including fidelity bond, if required by mortgagees of the Units) as the same are more fully set forth herein insuring the Board of Directors, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common Area and Limited Common Areas, and their invitees, or tenants), incident ownership and/or use of the property, and including the personal liability exposure of the Owners, incident to such ownership and/or use, in amounts not less than One Million Dollars (\$1,000,000.00), single limit (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 liability basis and shall provide cross-liability endorsement, wherein the rights of named insured under the policy or policies shall not be prejudiced by his, her or their action against another named insured;

4. Workmen's compensation insurance, to the extent necessary to comply with any applicable laws;

5. The services of a person or firm to manage its affairs (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. Painting, maintenance, repair and all landscaping of the Common Area and Limited Common Area, (including, without limitation, the drainage and retention pond shown on the Site Plan), and such furnishings and equipment for the Common Area as the Board of Directors shall determine are necessary and proper;

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and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Area and assess the cost thereof as a Common Expense, or if acquired for a Limited Common Area, to assess the cost thereof to the Owners of the Units with which the Limited Common Area is associated; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;

8. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or By-Law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration; provided that, if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a particular Limited Common Area, the cost thereof shall be specially assessed to the Owners of the Unit(s) with which the Limited Common Area is associated;

9. Maintenance and repair of any Unit, or Limited Common Area, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or preserve the appearance and/or value of the Condominium, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors. In such cases, the Board of Directors shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair;

10. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Common Expenses Fund upon vouchers approved by the Board of Directors and issued to the Treasurer for payment.

E. Meetings 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 III 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

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held at a meeting of the Board of Directors to be called immediately following the annual meeting of the Association of 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.

F. Declarant Performs Functions. Until a date two (2) years from the date of this Declaration or until Units representing 3/4 of the undivided interest in the Common Areas 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 Association of Owners the responsibility of electing all of the members of the Board of Directors.

II. Meetings. The presence at any meeting of the Association of Owners of sixty (60%) percent of Owners, in response to notice to all Owners of record given in accordance with Paragraph II-A 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 affirmative vote of a majority of the Owners present and voting, provided that a quorum is present as provided for above. The Association may also act without a meeting by unanimous written consent of the Owners.

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 delivered to the Owners not less than twenty-one (21) days prior to the date fixed for 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 Owner. Unless changed by vote of the Association at such annual meeting, or at some subsequent duly called meeting of the Association, the assessment presented by the Board of Directors and determined pursuant to Paragraph IV-A of these By-Laws shall be the assessment for the fiscal year, subject to the provisions for additional assessment by the Board of Directors pursuant to Paragraph IV-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 Owners not present at said meeting.

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B. Special Meeting. Special meetings of the Association of Owners 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 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 Owners having one-third (1/3) of the total votes and delivered not less than twenty-one (21) 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.

III. Officers of Association. The officers of the Association of Owners shall be a President, Vice President, Secretary and Treasurer. The offices of Secretary and Treasurer and the offices of the President and Vice President may, by vote for the Association at any annual meeting, be combined as one office. All officers, after Declarant shall have relinquished its power to exercise the rights, duties and functions of the Board of Directors pursuant to Paragraph I-F of these By-Laws, shall be Owners of 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 subjected to fidelity bond coverage in favor of the Association of Owners.

A. President. The President shall preside at all meetings of the Association of Owners 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 minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners 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.

IV. Common Expenses.

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A. Assessments.

1. 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 working capital, reserves, contingencies and replacements and less any expected income and any surplus from the prior year's operation). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the percentages set forth in the schedule in Paragraph IV of the Declaration. Declarant will be liable for the amount of any assessment against completed Units owned by Declarant. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each 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. 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. The omission by the Board of Directors before the expiration of any year, to fix the Assessments hereunder 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 Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this Paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

4. The Manager of 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 Owner at convenient hours on weekdays.

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**B. Default in Payment of Assessments.** Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium 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 of a notice of assessment by the Board of Directors. The said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

1. Tax and special assessment liens on the Unit in favor of any assessing body and special district, and
2. All sums unpaid on a first mortgage of record on the Unit.

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Unit created hereunder, shall be conclusive upon the Board of Directors, and the 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 Owner or any encumbrancer or prospective purchaser of a Condominium upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars. Unless the request for a certificate of indebtedness shall be complied within ten (10) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request or, in the case of a Purchaser, such Purchaser shall take title free and clear of such lien. Any encumbrancer holding lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and, upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded, 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;

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such sale is to be conducted 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 Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

V. Audit. Any Owner may at any time at his own expense cause and 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 Owners.

VI. Resale of Units. In the event of resale of a Unit, the Treasurer and the Association shall, within ten (10) 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 subparagraph IV (G) above;

B. A statement of items of major maintenance or capital expenditures anticipated within 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 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 a violation of the Condominium instruments, or if there is a violation, the nature and extent thereof.

The Treasurer shall charge a reasonable fee, not to exceed Ten (\$10.00) Dollars for the issuance of such certificate.



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Dated this 29<sup>th</sup> day of October, 1991.

Pine Valley Estates  
Condominium Association  
by its President and Treasurer

*Linda D'Amore*  
PRESIDENT

*John Ulgan*  
TREASURER

State of New Hampshire  
County of Rockingham

Personally appeared LINDA D'AMORE AND JOHN ULGAN  
President and Treasurer of Pine Valley Estates, a condominium,  
and acknowledged the foregoing to be their free act and deed.

*Charlton J. Swooley*  
Justice of the Peace  
Notary Public  
MY COMMISSION EXPIRES OCT. 29, 1991

