

BYLAWS
OF
COPLEY COMMONS CONDOMINIUM
Leathers Lane, Dover, County of Strafford,
State of New Hampshire

UNIT OWNERS' ASSOCIATION

ARTICLE I

INTRODUCTORY

1. Purpose. The administration of the Condominium shall be governed by these Bylaws, and all present and future holders of any interest in the Condominium shall be members of Copley Commons Condominium Unit Owners' Association, which 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 Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, other than by a rebate of excess membership dues, fees, or assessments pursuant to Article V, Section 1(c) hereof) to the benefit of any Unit Owner.

2. Definitions. Capitalized terms not otherwise defined herein or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property, and the use, occupancy, sale, lease, and other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and any other Person who shall use the facilities of the Condominium shall be subject to these Bylaws and to the Rules of the Condominium. The acceptance of a deed

of conveyance or the entering into of a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, tenant, or occupant has accepted and ratified these Bylaws, the provisions of the Declaration, and the Rules, and will comply with them.

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

ARTICLE II

UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration, and these Bylaws, shall constitute "Copley Commons Condominium Unit Owners' Association," or "Association" which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the act, the Declaration, or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. Period of Control by Declarant. Notwithstanding any other provision of these Bylaws, pursuant to RSA 356-B:36 until the earlier of two (2) years after recordation of the Declaration or the date on which seventy-five (75%) percent of the Units have been conveyed by Declarant (the "Transition Date"), the Declarant shall have the power, in its sole discretion, to (a) appoint or remove any or all officers and directors of the Unit Owners' Association at any time, without cause, and (b) exercise any and all powers and responsibilities otherwise assigned by the condominium instruments or the Condominium Act to the Unit Owners' Association, its officers, or its Board of Directors. The Declarant may relinquish its power hereunder at any time by recording an appropriate statement at the Registry, in which event the date of such relinquishment shall be the "Transition Date." Except as provided herein, pursuant to RSA 356-B:40, IV, the period of the Declarant control terminates no later than the earliest of:

- (a) Sixty days after conveyance of 60 percent of the units that may be created to Unit Owners other than a Declarant; or
- (b) The date the Declarant, after giving notice in a record to Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

Notwithstanding anything herein to the contrary, pursuant to RSA 356-B:40-V, not later than 60 days after the conveyance of $\frac{1}{4}$ of the units that may be created to Unit Owners other than a Declarant, at least one member and not less than 25 percent of the members

of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not later than 60 days after conveyance of ½ of the units that may be created to Unit Owners other than a Declarant, not less than ½ of the members of the Board of Directors shall be elected by the Unit Owners other than the Declarant.

3. Voting. Each Unit shall be entitled to one vote in the Association. Since an Owner may be more than one (1) Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the votes appertaining to that Unit. If more than one of such Persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the individual presiding over the meeting. As applied to a Person which is not a natural person, the word "Person" shall be deemed for the purposes of this Section to include, without limitation, any one (1) natural person having authority to execute deeds on behalf of such Person which is not a natural person and which is, either alone or in conjunction with another Person or Persons, an Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority vote is required to adopt decisions at any meeting of the Association and to elect Directors. If the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit is entitled.

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

5. Annual Meeting. The first annual meeting of the Unit Owners' Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration and Bylaws at the Registry. Notice of such meeting shall be given in accordance with the provisions of Section 7 of this Article II. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to such date, as may be designated by the Board of Directors and reflected in the said notice. At such annual meetings following the Transition Date (as defined in Section 2 above), the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The Association may also transact such other business as may properly come before it at such meetings.

6. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than thirty (30%) percent of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

7. Notice of Meeting. It shall be the duty of the Secretary to mail, by first

class United States mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of an annual meeting and at least seven (7) days in advance of a special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

8. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties, and other expenses, if any, properly chargeable to him and against his Unit, as of the third business day prior to the date fixed for such annual or special meeting. Notwithstanding the foregoing, any Owner may vote on any amendment to the condominium instruments, or on the question of terminating the condominium, regardless of whether his assessments are fully paid.

9. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39, IV of the Condominium Act. Where the Unit Owner is more than one (1) Person, the proxy must be executed by or on behalf of all such Persons.

10. Quorum. A quorum consists of twenty-five (25%) percent of the total votes in the Association. Valid proxies shall count toward the quorum requirement.

11. Order of Business. The order of business at all meetings of the Unit Owners' Association may be as follows: (a) roll call; (b) recitation of proof of notice of meetings; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) report of committees; (g) election of Directors if applicable; (h) unfinished business; and (i) new business; any of which may be waived.

12. Conduct of Meeting. The President or his designate shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the Minutes of the meeting and record in a Record Book, all resolutions adopted by the meeting as well as all transactions occurring thereat.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes herein referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not prescribed to be

exercised and done exclusively by the membership of the Unit Owners' Association by the Condominium Act or by these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration, or these Bylaws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to and be responsible for the following:

(a) Preparing and adopting an annual budget, pursuant to RSA 356-B:40-C in which there shall be established the assessment of each Owner for the Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium establishing the means and methods of collecting such assessments from the Owners, collecting said assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property;

(c) Providing for the operation, management, care, upkeep, replacement, and maintenance of all the Common Area and services of the Condominium, including, but not limited to maintenance of the storm water management systems and areas within the condominium; maintenance and repair of the road, including winter maintenance; and maintenance of the open space.

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

(e) Making and amending the Rules respecting the use and enjoyment of the Property and enforcing by legal means the provisions of the Condominium Act, the Declaration, these Bylaws, and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners;

(f) Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Property and repairs to, and restoration of the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(g) Opening bank accounts on behalf of the Association and designating signatories required therefore, and keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium. The said books shall be available for examination by the Owners and their duly

authorized agents or attorneys, at reasonable times and places. All books and records shall be kept in accordance with the generally accepted accounting principles. A copy of the annual financial statement shall be supplied to any first mortgagee of any Unit in the condominium who requests the same in writing to the Secretary.

(h) The Board of Directors shall have the irrevocable power, which it may delegate to the President or other officer, as attorney-in-fact on behalf of all of the Owners, their heirs, successors, and assigns to do the following things:

(i) To grant easements through the Common Area and to accept easements benefitting the Condominium or any portion thereof;

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

(iii) To execute any documents necessary to encumber all or any portion of the Common Area to secure any borrowing, providing that such borrowing is authorized pursuant to Article V, Sections 1(d) or 7, or Article VII, Section 2(b) hereof.

(i) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration which it may be authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors, in its discretion, may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in Paragraphs (a), (b), (e), (g), and (h), of Section 1 of this Article III shall require the written consent of the Board of Directors. Any employment contract entered into before the Transition Date (as defined in Article II, Section 2 above) shall provide that the Association may terminate the contract at any time following the Transition Date, without cause and without penalty, upon no more than ninety (90) days written notice. The Managing Agent is subject to the requirements of RSA B:40-a.

3. Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of three (3) to five (5) persons. Until the Transition Date, all Directors shall be appointed by the Declarant and may be any natural persons. After the Transition Date, all elected Directors must be Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, a natural person having authority to execute deeds on behalf of such Person.

4. Election and Term of Office. Subject to Declarant's right to designate set

forth herein, at the first annual meeting of the Unit Owners' Association, three (3) Directors shall be elected. The term of office of one (1) Director shall be fixed at one (1) year and the term of office of two (2) Directors shall be fixed at two (2) years. In the event that the Board shall contain five (5) Directors, then two (2) shall be elected for one (1) year terms and three (3) shall be elected for two (2) year terms. Subject to the provisions of Section 3 above, at the expiration of the initial term of office of each respective Director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years. The Directors shall hold office until their respective successors have been elected and hold their first meeting. All elections shall be by majority vote.

5. Organizational Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners' Association shall be held immediately afterward, and no notice shall be necessary in order to legally constitute such meeting, provided a majority of the whole Board shall be present thereat.

6. Regular Meeting. Regular meetings of the Board of Directors may be held without call or notice at such time and place as shall be determined, from time to time, by a majority of the Directors, provided that notice of the first regular meeting following any such determination shall be given to Directors not present when such determination is made. At least two (2) such meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owners' Association. When required, notice of meetings of the Board of Directors shall be given personally or by mail, telephone or electronic mail, at least five (5) business days prior to the day named for such meeting. No notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association.

7. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) business days notice to each Director. Such notice shall be given personally or by mail, telephone, or electronic mail, and such notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of the Directors.

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

9. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to another time. At any such adjourned meeting, when resumed, any business which might have been transacted at the meeting as originally called may be transacted

without further notice.

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

11. Removal of Directors. Pursuant to RSA 356-B:40-b, Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors and any Officer elected by the Unit Owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, provided that:

(a.) A Member appointed by the Declarant may not be removed by a unit owner vote during the period of Declarant control.

(b.) The Unit Owners may not consider whether to remove a member of the Board of Directors or an Officer Elected by the Unit Owners at a meeting of the Unit Owners unless that subject listed in the notice of the meeting.

At any meeting at which a vote to remove a member of the Board of Directors or an officer is to be taken, the member or Officer being considered for removal shall have a reasonable opportunity to speak before the vote.

12. Compensation. No Director shall receive any compensation from the Condominium for acting as such.

13. Conduct of Meeting. The President, or, in his absence, a President Pro Tem elected by the Board, shall preside over all meetings of the Board of Directors and the Secretary shall keep the Minutes of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which Minutes shall be filed in the Record Book of the Association.

14. Fidelity Bonds. The Board of Directors shall require that all Directors, officers, agents (including the Manager), employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association furnish adequate fidelity bonds, pursuant to Article VI, Section 1(d). The premiums on such bonds shall constitute a Common Expense.

15. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any

special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

16. Dispensing with Vote. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

17. Liability of the Board of Directors. The members of the Board of Directors 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 or actions which are contrary to the provisions of the Condominium Act, the Declaration, or the Bylaws. The Owners shall indemnify and hold harmless each of the Directors from and against (a) all liability to others arising out of contracts made or action taken or omitted on behalf of the Owners unless any such contract shall have been made or action taken or omitted, in bad faith, due to willful misconduct, or contrary to the provisions of the Condominium Act, the Declaration or these Bylaws, and (b) against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement incurred by such Director in connection with any threatened, pending, or completed action, suit, or proceeding unless he acted in bad faith, was guilty of willful misconduct or acted contrary to such provisions. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless made, taken, or omitted in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract, action, or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to the same percentage of the total liability thereunder as his Unit's undivided percentage interest in the Common Area. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the member of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to the same percentage of the total liability thereunder as his Unit's undivided percentage interest in the Common Area.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board (subject to the provisions of Article II, Section 2). The Board may appoint such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Secretary may be held by the same person.

2. Election of Officers. Subject to the provisions of Article II, Section 2, the officers of the Unit Owners' Association shall be elected initially by the Board at a special meeting held on or near the date on which the Declaration is recorded at the Registry. Thereafter, the officers of the Condominium shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. Pursuant to RSA 356-B:40-b, Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors and any Officer elected by the Unit Owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, provided that:

A Member appointed by the Declarant may not be removed by a unit owner vote during the period of Declarant control.

The Unit Owners may not consider whether to remove a member of the Board of Directors or an Officer Elected by the Unit Owners at a meeting of the Unit Owners unless that subject listed in the notice of the meeting.

At any meeting at which a vote to remove a member of the Board of Directors or an officer is to be taken, the member or Officer being considered for removal shall have a reasonable opportunity to speak before the vote.

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

5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the Minutes of all proceedings in the record book of the Condominium and shall perform like duties for committees when required. He shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners' Association, the Board, and the committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall complete and keep current at the principal office of the Condominium (a) a complete list of the Owners and their last known post office address, and (b) copies of the Condominium instruments. These documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. Treasurer. The Treasurer shall have the custody of all funds and securities

that are not under the control of the Manager, and, with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit and the amounts paid and the amounts due on such assessments by each Owner. He shall disburse funds as ordered by the Board, where possible taking proper vouchers for such disbursements, and shall render to the President and Directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium. Owners shall have the right to examine the books of the Association at reasonable times and places.

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

8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

9. Liability of Officers. The provisions of Article III, Section 17, with regard to liability and indemnification of Directors shall apply equally to officers of the Association.

ARTICLE V

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 the 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, 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 Bylaws or a resolution of the Unit Owners' Association, 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, including those specified below. Not later than 30 days after adoption of a proposed budget, the board of directors shall provide to all the unit owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the board shall set a date not less than 10 days or more than 60 days after providing the summary for a meeting of the unit owners to consider ratification of the budget. Unless at that meeting 2/3 of all unit owners or any larger number specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed budget is rejected, the budget last ratified by the unit owners continues until the unit owners ratify a subsequent budget. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit which has been sold and conveyed, or rented, by the Declarant based on the size of each Unit, and shall be a lien against each Owner's Unit in accordance with the Condominium Act. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. 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 for the fiscal year. 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 rebated to the Owners in accordance with each Owner's share of the overall expenses of the Unit Owners' Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

Declarant shall pay its full proportional fee for each Unit Declarant owns commencing with the month following the completion of the unit and the issuance of a certificate of occupancy for the unit.

(d) Reserves. The Board of Directors shall build up and maintain both an adequate operating fund and a separate reserve for replacement of the Common Area, roads, drainage features, sewer lines, and contribution for its pro-rata share of capital expenses for the pump station, which shall be funded by regular annual payments which will initially be \$600 per year per unit. At the end of the fiscal year, all funds accumulated during such year for reserve to cover 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 reasons, 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, 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 assessments on all Owners by a statement in writing giving the amount and reasons therefore, 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.

If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of the authorized costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of these Bylaws.

(c) 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 and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. The Board of Directors shall establish an initial operating fund and capital reserves through special assessment of each Owner upon purchase of his Unit from the Declarant in an amount equal to two months' assessment as operating funds, and an additional amount of Five Hundred Dollars (\$500.00) for capital reserves. Thereafter, the budget shall provide that an amount equal to ten per cent of the current annual operating expenses of the Association shall be designated for capital reserves.

(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 an 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 ten (10) days after a statement has been mailed or delivered, showing the monthly payment which is due under the new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit. The purchaser of a Unit or other acquiring Owner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquiring Owner.

The acquiring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount therein set forth. Failure to furnish or make available such request within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such a statement.

If a mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns, shall not be liable for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by mortgagee or purchaser pursuant to the aforesaid remedies, and the Unit shall not be subject to a lien for same. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser from a first mortgagee, in proportion to their respective votes in the Unit Owners' Association.

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

4. Uncollectible Assessments. Any assessments which are not collectible due to waiver or limitation imposed by the provisions of Section 2 above, or due to the provisions of Paragraph 5(b) of the Declaration relative to first mortgages, shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

5. Payment of Real Estate Taxes. The real estate taxes due to the City of Dover for each individual Unit along with that Unit's Percentage of Interest in the Common Area shall be the responsibility of each individual Unit Owner and payable when due. Taxes for each Unit are not divisible between the Unit and the Common Area.

6. Maintenance and Repair.

(a) By the Board of Directors. Except as otherwise provided in paragraph (b) below, the Board of Directors operating on behalf of the Unit Owners Association shall be responsible for the maintenance, repair, and replacement (unless necessitated by the negligence, misuse, or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be specially assessed to such Owner), of all the Common Area whether presently existing or hereafter constructed, the cost of which shall be charged as a Common Expense to Owners of Units.

(b) By the Owner. Except for any portion of his Unit required above to be maintained, repaired, or replaced by the Board of Directors, and except as provided in Article VII hereof relating to repair and reconstruction after fire or other casualty, each Owner shall be responsible for the maintenance, repair, and replacement, at his own expense, of his Unit, and any part thereof, and for those parts of the plumbing and electrical systems which are wholly contained within his Unit and serve no other. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice, and any accumulation of water, and shall make, at his own expense, all repairs thereto, beyond normal maintenance, caused or necessitated by his negligence, misuse, or neglect. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order and condition, and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. Each Owner shall perform his responsibility in such a manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible. If any Owner fails to discharge any duty imposed by this subsection, or pay for any damage caused by such failure, the Board may, after sixty (60) days written notice or reasonable notice in any emergency, itself discharge the duty or pay for the damage and specially assess the expense against the Owner.

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

7. Addition, Alterations, or Improvements by 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 Five Thousand (\$5,000.00) Dollars during any period of twelve (12) consecutive months, and the making of such addition, alterations, or improvements shall have been approved by a Majority 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 Five Thousand (\$5,000.00) Dollars or less during any period of twelve (12) consecutive months may be made by the Board of Directors without the approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if in the opinion of not less than two-thirds (2/3) of the members of the Board of Directors such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. No addition, alteration, or improvement shall be made without appropriate permits and approvals by the City of Dover or any of its governmental subdivisions.

If in any of the above cases all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of the authorized costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of the Bylaws.

8. Additions, Alterations, or Improvements by Owners. An Owner may make structural additions, alterations, or improvements in or to his Unit, including painting or decorating the exterior of the unit, provided that such changes are consistent with the character of the other units in the condominium, without the prior written consent thereto of the Board of Directors. If any application to any governmental authority for a permit to make any such structural addition, alteration, or improvement in or to any Unit requires execution by the Association, then the application shall be executed on behalf of the Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to anyone on account of such addition, alteration, or improvement. Provided, however, until Units owned by the Declarant shall have been completed and initial deeds of conveyance of such Units shall have been recorded, the Declarant shall have the right to make alterations. No addition, alteration, or improvement shall be made without appropriate permits and approvals by the City of Dover or any of its governmental subdivisions.

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

(a) No advertisements, signs, or posters of any kind shall be posted in or on the Property except as authorized by the Board. This restriction shall not apply to advertisements, signs, or posters utilized by the Declarant, or its agents, in selling or renting the Units.

(b) No clothing, laundry, rugs, or other objects shall be hung from any window or exterior portion of a Unit or otherwise left or placed in such a way to be exposed to public view. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view.

(c) No animal, other than common household pets with the consent of the Board, shall be kept or maintained on the Property, nor shall common household pets be kept, bred, or maintained for commercial purposes on the property. Pets shall not be permitted outside of a Unit's Limited Common Area unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the

maintenance of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(d) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by others. Without limiting the foregoing, no Owner, tenant, occupant, or their guests shall play music or otherwise create noise anywhere within the Condominium, which disturbs any other Owner, tenant, or occupant.

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

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

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

(h) Unless authorized by the Board of Directors, no Owner, tenant, or guest shall direct or engage any employee of the Condominium on any private business, nor shall he direct, supervise, or in any manner attempt to assert control over any such employee.

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

(j) In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances, and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of the Units.

(k) Each Unit shall be entitled to maintain not more than two (2) vehicles within the Condominium. No service, repairs, or other maintenance shall be performed upon any such automobile or truck within any Common Area or Limited Common Area.

Only regular vehicles, properly registered for highway use and driven by a licensed operator, shall be allowed to travel in the Condominium. No "all-terrain" vehicles such as dirt bikes or snowmobiles, shall be operated within the Condominium or be considered regular vehicles. Light trucks with a cargo capacity of one ton or less shall be considered regular vehicles. There shall be no storage or parking of boats, trailers, motor homes, campers, or all-terrain vehicles. Parking spaces shall not be used for storage, including storage of a bicycle or bicycles. Only "regular-vehicles" shall be parked in the parking spaces.

(l) Except as approved by the Association as an improvement to the Common Area for the benefit of all unit owners, no playground equipment, swing sets, sandboxes, basketball backboards, slides, or climbing towers shall be placed, installed or erected within any Common Area.

10. Rights of Access. An Owner shall grant a right of access to his Unit to the Board of Directors or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations, or repairs to the mechanical or electrical services or other Common Area in his Unit, provided that request for entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

11. Rules. The Board of Directors may adopt and amend Rules concerning the operation and use of the Units, Limited Common Area, and Common Area, and concerning all other matters within its authority, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective. A vote of the majority of the Owners present in person or by proxy at a meeting of the Association may overrule and declare void any rule adopted by the Board; provided that notice of the proposal to overrule shall be included in the notice of such meeting.

ARTICLE VI

INSURANCE

1. Insurance Required. The Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of any Common Area structure within the Condominium, specifically excluding the Dwelling Units located on each building envelope (each Dwelling Unit is to be insured by the Owner of the Unit) in the name of the Unit Owners' Association, for the use and the benefit of the individual Owners and their mortgagees; (ii) a master liability policy covering the Association, the Board, the Manager, and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium, including what is commonly known as "officers and directors liability" insurance coverage; (iii) fidelity bonds covering the

Board, the Unit Owners' Association and any management agent; and (iv) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

- (a) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) Dollars for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1(ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability of an Owner or other person entitled to occupy a Unit for negligence of such Owner or other person occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.
- (b) Workers' compensation insurance as required by law.
- (c) Such other insurance as the Board may determine.

2. General Insurance Provisions.

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

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Article VI, Section 1 or 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 their guests, licensees, tenants, employees, and members of their family who reside with them, 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 the insureds thereunder and all first mortgagees of Units in the Condominium; (v) shall provide that the insurance under said policies is primary insurance, and 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 "no 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, Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums; (viii) shall contain Agreed Amount and Inflation Guard Endorsement, any available Construction Code Endorsement, and Steam Boiler and Machinery Coverage Endorsement; (ix) shall provide that any Insurance Trust Agreement will be recognized; (x) shall include in the "loss payable" clause the Association as Trustee for each Unit Owner and the holders of each Unit's mortgages and (xi) shall contain the standard mortgage clause naming each first mortgagee (or servicer) and "its successors and assigns", and FNMA or FHLMC, if applicable.

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

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

3. Individual Policies.

(a) Each Owner shall obtain at the Owner's sole expense fire insurance with standard extended coverage endorsement, vandalism, malicious mischief endorsements insuring such Owner's Dwelling including, without limitation, all exterior portions and such portions of the interior of such Dwelling as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air-conditioning and all other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the building; and heating and lighting fixtures, such insurance to be in an amount at least equal to the replacement value of the Dwelling, and to be payable to the Owner and its mortgagee as their respective interests may appear.

No such policy shall be written so as to decrease the coverage under any of the

policies obtained by the Board pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board, as Trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

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

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

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of Paragraph 3(xii) of the Declaration, in the event of damage to or destruction of all or any part of any Common Area in the Condominium, as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the such buildings.

2. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to any part of the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board shall contract such repair and reconstruction and in doing so shall exercise its sole discretion in selecting from among said estimates.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners' Association. If all or any portion of such

assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of these Bylaws.

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

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

3. Disbursement of Construction Funds.

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

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

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

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

ARTICLE VIII

SALES, AND MORTGAGES OF UNITS

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

2. Payment of Assessments. No owner shall be permitted to convey, mortgage, sell, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to his Unit, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage or deed in lieu of such foreclosure. In the event that the Unit is subject to outstanding assessment previously levied against such Unit, and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Section 2 of Article V, the statement shall expressly state any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of any Unit, in any case where such waiver, failure, or refusal may exist. Failure or refusal to furnish such a statement as provided in Section 2 shall not only constitute a waiver of such assessment, but also make the above-mentioned prohibition inapplicable to any such disposition of the Unit.

3. Resales. In the event of a resale of a Unit or any interest in a Unit by any persons other than the Declarant, the prospective Buyer shall have the right to obtain from the Association prior to the contract date of the disposition, the following:

(a) A recordable statement setting forth the amount of unpaid assessments currently levied against the Unit. Pursuant to RSA 356-B:46, VIII, the Association may charge Ten (\$10.00) Dollars for the issuance of the statement, or the maximum as shall be allowed by statute, whichever is greater.

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

(d) A copy of the income statement and balance sheet of the 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 Association is a party defendant.

(f) A statement setting forth which insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner.

(g) A statement that any improvements or alterations made to the Unit, or the Limited Common Area assigned thereto, by the prior Unit Owner, are not known to be in violation of the condominium instruments.

(h) For statements (b) through (c), the Association may charge a total of Twenty Five (\$25.00) Dollars for the issuance of the statements, or the maximum as shall be allowed by statute, whichever is greater.

ARTICLE IX

AMENDMENT OF BYLAWS

1. Amendments. Except as otherwise provided in the Condominium Act, the Declaration and herein, these Bylaws may be modified or amended by the procedure, and subject to the limitations set forth in Paragraph 4 of the Declaration. Notwithstanding the foregoing, so long as the Declarant is the Owner of one (1) or more Units, no amendment to the Declaration, Bylaws or Rules may be adopted without the prior written consent of the Declarant.

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

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

4. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies, and interests of the mortgagees of Units. Such provisions in these Bylaws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgagees on the Units. Accordingly, all Eligible Mortgage Holders (as defined in Paragraph 5(a) of the

Declaration) shall be given sixty (60) days' notice of all proposed amendments, and no amendment or modification of these Bylaws materially impairing or affecting the rights, priorities, remedies, or interest of such Eligible Mortgage Holders (including the use of a secondary mortgage market, i.e., the salability of mortgages to Mortgage Guaranty Insurance Corporation, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of at least fifty-one percent (51%) of such mortgagees (based upon votes appurtenant to Units subject to their mortgages).

ARTICLE X

MORTGAGES

1. Notice of Board. An Owner who mortgages his Condominium Unit shall notify the Board of the name and address of all mortgagees. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice of Unpaid Assessments for Common Expense. The Board, whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Condominium Unit.

3. Notice of Default. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days' written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding, provided that the Board has been given notice of such mortgage in the manner set forth above and in the Declaration.

ARTICLE XI

NOTICE

1. Manner of Notice. Except as otherwise provided in the Declaration and these Bylaws, all notice, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by electronic mail or U.S. Mail, return receipt requested, first class postage prepaid, (i) 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 (ii) if to the Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owner pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or these Bylaws, 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 thereof, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII

DEFAULT

1. Default. Each Owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, the Declaration, these Bylaws and the Rules, and any amendments of the same. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligation under the Act, Declaration, Bylaws, or Rules. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Condominium Act, Declaration, these Bylaws or the Rules shall be grounds for relief, which may include, without limiting the same, an action to recover the sums due, for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manager, or if appropriate, by an aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair, or replacement rendered necessary by his acts, neglect, or carelessness, or the act, neglect, or carelessness of any member of his family or his tenants, guests, employees, agents, or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall

include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

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

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

(e) Interest. In the event of a default by an Owner which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest on the amounts due at eighteen (18%) percent per annum, from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owner in an amount not to exceed Twenty (\$20.00) Dollars or six (6%) percent of any amount so overdue, whichever is greater.

(f) Abatement and Enforcement of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass (except that this subsection shall not apply to the alteration or demolition of any items of construction); (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Lien for Assessments.

(a) The total annual assessment of each Owner for the Common Expenses of

any special assessment levied pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act (including, without limitation, the priority provisions set forth in Section 46 thereof) which lien shall be effective when perfected in accordance with said Act.

(b) In any case, where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. The Association, in order to perfect such lien, shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable, a memorandum in the Strafford County Registry of Deeds in the form and manner prescribed in the said Act.

(c) The lien assessment shall include interest, costs, and attorneys' fees as provided in Section 1 of this Article XIII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages (including, without limitation, RSA 479) or by suit brought in the name of the Board of Directors, acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit, the Owner shall be required to pay a reasonable rental for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suits to recover a money judgment for unpaid assessments shall be maintained without foreclosure or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.

2. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws 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 provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same (except

where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

5. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

EXECUTED by Declarant on this 14th day of July, 2022.


COPLEY COMMONS, LLC
Declarant

By: 

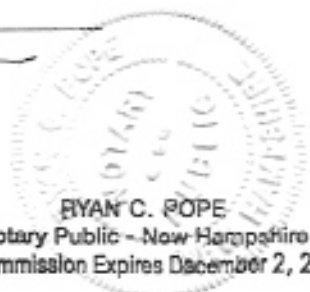
Andrew Goddard
Managing Member

STATE OF NEW HAMPSHIRE
County of ~~Stafford~~ Rockingham

On this the 14th day of July, 2022, personally appeared Andrew Goddard as the Managing Member of Copley Commons, LLC, Declarant, before me, and acknowledged that he executed the above as his free act and deed on behalf of the limited liability company.



Notary Public/Justice of the Peace
My Commission Expires:


RYAN C. POPE
Notary Public - New Hampshire
My Commission Expires December 2, 2025

DECLARATION OF PROTECTIVE COVENANTS
COPLEY COMMONS CONDOMINIUM
DOVER, NEW HAMPSHIRE

NOW COMES COPLEY COMMONS, LLC with an address of 89 Portsmouth Avenue, Stratham, New Hampshire 03885 (hereinafter together with its successors and assigns referred to as "Declarant"), being the owner of a certain condominium known as "COPLEY COMMONS" Condominium as shown on a plan entitled "Leathers Lane 40 Unit Detached Condominium, Dover, NH" by Civilworks New England, to be recorded in the Strafford County Registry of Deeds (hereinafter "the Plan"), for the mutual benefit of the present and future owners and mortgagees of the condominium units as depicted on said plan (the "Units"), hereby declare the following covenants and restrictions which shall run with the land, which are binding upon all present and future owners of the Units, their heirs, successors and assigns. These covenants shall be deemed appurtenant to the Units, within the condominium whether or not they are set out at length in subsequent conveyances.

1. **Private Road Provisions:** The Declarant and its successors, heirs and assigns understand that the roads within the condominium are private roads, and are intended to remain private. In order to be petitioned for acceptance as a public way, which acceptance is in the sole discretion of the Dover City Council, the following three conditions shall be met: An affirmative vote of a super majority of the Association, removal of any encumbrances upon the right of way (e.g., no private utilities within it without a license granted by the City), and an amended Site Plan approved by the Dover Planning Board showing the road as public.

2. **Size of Residence:** Condominium Units 4, 12, 15, 16, 34, 35, and 40 are the units created through the transfer of development rights, and shall not be constructed or reconstructed with more than 1,400 square feet of Gross Floor Area excluding spaces which are not heated and/or cooled. Residences shall remain single-family. Pursuant to City of Dover Zoning Ordinance Section 170-27.2.G(iii) as amended, the units created, through the transfer of development rights must be

- A. Sold, and are not for rental purposes; and
- B. Limited to the square footage originally constructed.

The remaining units in the development are not restricted as to size or usage.

3. **Boundary No-Cut Buffer:** There shall be no tree-cutting, after the construction of the development, within a 15 foot buffer around the boundary of the property. Trees within this buffer that may pose a dangerous threat may be removed as directed by a certified arborist. The Unit Owners' Association reserves the right to maintain the landscape vegetation within the buffer.

4. **Rubbish Disposal:** The condominium roads are private roads which will have private trash curbside pickup.

5. **Common Areas:** The common areas shown on the condominium plans shall be maintained by and shall be for the use of the owners of the Units within the condominium, and their invitees and guests.

6. **Stormwater Management:** The establishment and recording of these Covenants shall constitute notification to all owners of property within "COPELY COMMONS" Condominium of the requirements and responsibilities of the approved stormwater management plan requirements for maintenance and reporting. The Unit Owners Association is responsible for the maintenance of the drainage infrastructure and utilities, to maintain access to the Common Areas, and to implement the operation and maintenance requirements for the stormwater infrastructure as set forth in the Stormwater System Management, Inspection and Maintenance Manual as approved by the Dover Planning Board.

7. **Open Space Use Limitations:** The Declarant on behalf of itself and its successors in interest covenants that Open Space as depicted on the Condominium Site Plan, is and shall forever be and remain subject to the following restrictions, which covenants and restrictions shall bind the Declarant, its successors in interest, and the Owner of each Unit:

- (a) The purpose of the Open Space after completion of the proposed improvements depicted on the Condominium Site Plan is to retain the area forever in its undeveloped, scenic and open space condition and to prevent any use of the Open Space that will significantly impair, or interfere with, its conservation value;
- (b) To protect and conserve the natural biological diversity of the region and other rare plants and animals, exemplary natural communities, wetlands and other significant wildlife habitats on the Restricted Property;
- (c) It shall be maintained in perpetuity as open space.
- (d) There shall be no motorized vehicles permitted upon the Open Space;
- (e) No structure or improvement of any kind, size or shape shall be constructed, placed or introduced onto the Open Space. Trail development within the Open Space shall be set back at a minimum of 250 feet from the river's edge and shall be developed with natural materials and designed to be the least impactful to natural features.

- (f) Upon completion of the proposed improvements depicted on the Plan, no filling or excavation of soil or other alteration of topography or cutting or removal of standing trees shall be allowed, except those that present an imminent threat to person or property. In addition, trees may be removed in accordance with accepted silvicultural practices as outlined in the publication entitled Good Forestry Practices in the Granite State by the Society for the Protection of NH Forests. No disturbance of other natural features shall be allowed unless such activities are commonly necessary to maintain the existing natural environment of the open space.
- (g) There shall be no dumping or depositing of trash, debris, stumps, yard waste, hazardous fluid or materials, vehicle bodies or parts within the Open Space.
- (h) No discharge of firearms or shooting with a bow and arrow or trapping of animals shall be permitted upon the Open Space in violation of RSA 207:3-a, as amended.
- (i) The Open Space comprises a portion of the Common Area of the Condominium. As such, maintenance, if any, in the Open Space will be performed pursuant to the other provisions of this Declaration and the Bylaws. Costs for the maintenance, monitoring and annual reporting of the Open Space will be treated as a Common Expense and paid by the Unit Owners in accordance with the provisions of this Declaration.
- (j) Such reasonable rules and regulations as may from time to time be promulgated by the Condominium Association for open space recreational uses.
- (k) Access to the Open Space shall be as depicted on the Plan.
- (l) The Open Space shall be used only by Unit Owners and their guests.
- (m) Acceptance of any deed for any Unit within the condominium constitutes acknowledgement by the purchaser of the existence of these restrictions.

8. Sewer Line: Prior to construction, Developer, or subsequent to construction, successor Condominium Association, shall solely be responsible for sewer repair & replacement between SMH-4 and SMH-5 if required as depicted on a plan entitled "Site Improvements, As-built and As-Proposed Davis Farm, Gateway Associates, 233 Central Ave, Dover, N.H.," prepared by Civil Consultants, to be recorded. (Costs of any sewer repairs or replacement, if needed, between SMH-5 and SMH-7 shall be jointly shared pro-rata with Davis Farm under the existing easement agreement terms set forth in the Amendment to Sewer Easement, dated April 16, 1991, recorded at the Strafford County Registry of Deeds at Book 1550, Page 0253).

9. Enforcement: Enforcement of these Covenants shall be by (1) Declarant, so long as it owns a lot within the subdivision; and/or (2) any owners of any of the Lots; and/or (3) the Condominium Association, against any person violating or attempting to violate any covenant herein established to enjoin the violation and/or recover damages. The prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

10. **Separability:** Invalidity of any covenant by court order shall not affect the remaining covenants which shall remain in full force and effect.

11. **Amendments:** Declarant shall have the right to amend these covenants for so long as it owns any lot within the subdivision, provided that the covenants may not be amended without prior approval of the Dover Planning Board. Provided further that any amendment be recorded at the Strafford County Registry of Deeds.

After Declarant no longer owns any lots, these covenants may be amended by an instrument in writing executed with all the formalities of a deed and recorded at the Strafford County Registry of Deeds by a two-thirds majority of the then owners of the lots in the subdivision, with the written approval of the Dover Planning Board. It is the specific intent of this paragraph that each lot shall have one vote to amend these covenants. A lot owned in co-tenancy, or by a corporation or by a trust or by other entity recognized by law shall be entitled to one vote, it being the responsibility of the entity owning the lot to select the individual who shall exercise the vote for said lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed these Protective Covenants this 14th day of July, 2022.


Copley Commons, LLC



Witness Reilly MacAO

By: 
Andrew Goddard, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY OF ~~STRAFFORD~~ ^{Rockingham}

On this, the 14th of July, 2022, before me, the undersigned Officer, personally appeared Andrew Goddard, Managing Member of Copley Commons, LLC, who acknowledged that he executed the above instrument as his free act and deed.


Notary Public/~~Justice of the Peace~~
My commission expires: _____


RYAN C. POPE
Notary Public - New Hampshire
My Commission Expires December 2, 2025

DECLARATION
OF
COPLEY COMMONS CONDOMINIUM
Leathers Lane, Dover, County of Strafford,
State of New Hampshire

COPLEY COMMONS, LLC with an address of 89 Portsmouth Avenue, Stratham, New Hampshire 03885, County of Rockingham, State of New Hampshire (hereinafter, with its successors and assigns, who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), hereby declares:

1. Submission of Property. The Declarant hereby submits the land located in Dover, New Hampshire, and more particularly described in Exhibit A, attached hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property. The units hereby submitted as of the date of the recording of this Declaration shall be units 1 through 40 and the common areas and facilities associated with those units.

2. Definitions. As provided in Section 12, I of the Condominium Act, capitalized terms not otherwise defined herein, or in the Bylaws recorded herewith, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "Bylaws" mean the Bylaws providing for the self-government of the Condominium, recorded herewith, as amended from time to time.

(b) "Common Area" means all parts of the Property other than the Units, as

more fully set forth in Paragraph 3(e) of this Declaration, and includes any Limited Common Area.

(c) "Condominium" means COPLEY COMMONS CONDOMINIUM, the condominium established by this Declaration.

(d) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

(e) "Land" shall have the meaning set forth hereinabove.

(f) "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain. Each Unit shall have one vote regardless of the unit's percentage ownership in the Common Area.

(g) "Owner or Unit Owner" means any Person or Persons, who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(h) "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest of each unit in the Common Area as set forth in Exhibit B attached hereto.

(i) "Property" means the land and buildings and all other improvements heretofore or hereafter constructed thereon, and all easements, rights, and appurtenances thereto, and all articles of personal property intended for common use in connection therewith, except as any of the foregoing may be limited in Exhibit A attached hereto.

(j) "Registry" means the Strafford County Registry of Deeds.

(k) "Rules" means those rules and regulations adopted from time to time by the Board of Directors of the Association relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.

(l) "Site Plan and Floor Plans" or "Plan" means the plat of the entire property described in this Declaration, and all floor plans relative thereto, recorded simultaneously herewith or recorded subsequently.

(m) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof.

(n) "Unit Owners' Association", or "Copley Commons Condominium Unit Owners' Association," or "Association" means all the Owners acting as a group in accordance with this Declaration and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act:

(a) Name. This condominium shall be known as "COPLEY COMMONS CONDOMINIUM."

(b) Location. This condominium is located at Leathers Lane, Dover, County of Strafford, State of New Hampshire.

(c) Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A. The Land may be subject to easements for the benefit of adjacent developments.

(d) Description of Units.

(i) Buildings. This Condominium consists of a maximum of forty (40) units, each of which will be in a separate building. The plan approved by the City of Dover Planning Board which depicts the entire development is recorded at the Strafford County Registry of Deeds as Plan # _____. The location and dimensions of the buildings are shown on the Site and Floor Plans.

(ii) Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit B is a list of the Units, their respective identifying numbers or Unit designations, and the Undivided Percentage Interests in the Common Area appurtenant to each.

(iii) Unit Boundaries:

Each of the Units is a free-standing building containing a single unit. The boundaries of each Unit shall extend from the bottom of the foundation to the top of the roof covering, and shall extend to the outside surfaces of the walls, doors, windows and other horizontal surfaces of each building.

(e) Description of Common Area and Limited Common Area.

(i) Common Area. Common Area consists of the entire property other than the Units and includes, but not by way of limitation: the Land, the walks, private driveway, emergency turnaround/walking path, mail kiosk, landscaping, shrubbery and other plantings, and other land and interests in land included and described in Exhibit A hereto: the water supply, sewage disposal, drainage features with regular twice a year

maintenance, mowing and inspection, electrical, telephone, and other utility systems serving the condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof servicing a single Unit and contained within a Unit); and the pipes, ducts, chutes, conduits, plumbing, wires, meters, meter housings, and other facilities for the furnishing of utility services or waste removal located within a Unit, which serve parts of the condominium other than the Unit within which they are located, and also those located within the yard areas; any detention pond and other drainage facilities; any other amenities constructed or to be constructed on the Land; and all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, and including any easements serving the Property set forth in Exhibit A hereto.

(ii) Limited Common Area. Certain decks, patios, storage areas, and parking spaces are Limited Common Area, being reserved for the exclusive use of the Unit to which they are adjacent or assigned. Designations of the aforementioned Limited Common Area or of any other Limited Common Area shall be shown on the Plans. Each Limited Common Area is owned in common by all of the Owners, but is restricted to the use and benefit of the Unit or Units which it services.

(iii) Use. The use of the Common Area shall be limited to the owners in residence and to their guests. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, and to his guests. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area shall be governed by the Bylaws and by the Rules as adopted and amended from time to time by the Board of Directors of the Association.

(f) Reassignment of Limited Common Area. Limited Common Area may be reassigned pursuant to Section 19 of the Condominium Act. Pursuant to RSA 356-B:16, I (f), the Declarant reserves the right to designate additional limited common areas by amendment to this Declaration at any time prior to conveyance of any Unit.

(g) Allocation of Percentage Interests. All Units will have such an equal Undivided Percentage Interests in the Common Area.

(h) Statement of Purpose and Restrictions on Use. The Condominium and each of the Units are primarily intended for residential use and the following provisions, together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:

(i) Residential Use; Limitation. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by guests of the Owner, except for such limited professional use as the Association, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have not been sold and conveyed. Declarant and its duly authorized agents, representatives, and assigns may make such reasonable use of the Condominium as may facilitate the sale and conveyance, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, the maintenance of a sales office, the showing of property, and the displaying of signs. In addition, the Declarant and its duly authorized agents, representatives, and employees shall have the right to use any and all unsold and un-conveyed Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(iii) Easement for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(iv) Occupancy Limitation. No Unit in any building shall be sold, or occupied until the Owner thereof shall have received an occupancy permit for the Unit in accordance with the Zoning Ordinance and Building Code of the City of Dover.

(v) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines, and other common Area serving such other Units and located in such Unit. The duly authorized representative of the Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Area contained therein or elsewhere in the building.

(vi) Owners Subject to Declaration, Bylaws, and Rules and Regulations. All present or future Owners and occupants of Units, or any other person who might

use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws, and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed of conveyance thereof.

The Declaration, Bylaws, and Rules to be adopted by the Board of Directors of the Association, and the decisions and resolutions of the Association, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provisions, decision, or resolution shall be grounds for an action by the Association or any Unit Owner to recover sums due, for damages or for injunctive relief. All such actions in law or in equity by the Association shall be authorized by resolution of the Board of Directors, and the Association or Unit Owner shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in Article XII of the Bylaws.

(vii) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, including, without limitation, Paragraph 4 hereof, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same.

(viii) Property Subject to Covenants, Easements, and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements, and restrictions of record, including without limitation those which are set forth or referred to in Exhibit A.

(ix) Reservation of Utility Easements. The Declarant reserves on behalf of itself and the Association and their successors and assigns, perpetual easements over all Units and the Common Area for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including, without limitation, water, sewage disposal, telephone, heating and air conditioning, gas, cable television and electrical systems, all for the benefit of the respective Owners of the Condominium, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

(x) No Subdivision or Partition. No Unit may be divided or subdivided into a smaller Unit; no Unit or portion thereof shall be added to or incorporated into another Unit. The Common Area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Condominium Act.

(xi) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Association an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium, or be in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the Common Area without the prior written consent of the Association.

(xii) Determination of Action Following Casualty Damage. In the event of damage to any portion of the common elements of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III of the Condominium Act, be used to repair, replace, or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors of the Association are hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims; and proceeds of insurance shall be payable to Copley Commons Condominium Unit Owners' Association, the Unit Owners, or any mortgagees as their interests may appear. The procedure for reconstruction and repair is set forth in Article VI of the Bylaws.

(xii) Garbage. Garbage, trash and refuse may be removed at suitable regular intervals at each unit's curbside, as directed by the Board of Directors of the Association. No dumping or burning of garbage, trash or refuse shall be permitted on condominium property. No garbage, trash or refuse may be stored in such a manner that may cause same to be transferred off-site by natural causes such as rain, wind, etc. The use of dumpsters is prohibited for regular garbage, trash and refuse pickups (excluding project based removal such as construction debris). All containers for garbage, trash and refuse shall be kept under cover from view or screened from view, except for a reasonable time before removal.

(xiv) Antennas. Unit owner shall be permitted to erect, install, and maintain up to one outside television and/or radio antennas or satellite dish. Windmills are not permitted on any part of the condominium property.

(xv) Recreational Vehicles. Recreational vehicles including, but not limited to, boats, trailers, campers, motor homes, snowmobiles, all-terrain vehicles, etc. shall not be stored on any part of the Condominium property.

(xvi) Stormwater Management: The Unit Owners Association shall be responsible for the operation of the approved storm water management plan requirements for maintenance and reporting. The Association is responsible for the maintenance of the drainage infrastructure and utilities, to maintain access to the Common Spaces, and to implement the operation and maintenance requirements for the stormwater infrastructure as set forth in the Stormwater Maintenance Program as approved by the Dover Planning Board.

(xvii) Road: The Declarant and its successors, heirs and assigns understand that the roads within the condominium are private roads, and are intended to remain private. In order to be petitioned for acceptance as a public way, which acceptance is in the sole discretion of the Dover City Council, the following three conditions shall be met: An affirmative vote of a two-thirds majority of the Association, removal of any encumbrances upon the right of way (e.g. no private utilities within it without a license granted by the City), and an amended Site Plan approved by the Dover Planning Board showing the road as public.

(xviii) Units 4, 12, 15, 16, 34, 35, and 40 are units created through the transfer of development rights and shall not be constructed or reconstructed with more than 1,400 square feet Gross Floor Area excluding spaces which are not heated and/or cooled. Residences shall remain single-family. Pursuant to City of Dover Zoning Ordinance Section 170-27.2.G(iii) as amended, the units created through the transfer of development rights must be limited to the square footage originally constructed.

(i) RSA 356-B:41 - Upkeep of Condominium - Warranty Against Structural Defects.

(1) Except to the extent otherwise provided by the condominium instruments, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong (a) to the unit owners' Association in the case of the common areas, and (b) to the individual unit owner in the case of any unit or any part thereof. Each unit owner shall afford to the unit owners' association and to any of its agents or employees such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. But to the extent that damage is inflicted upon the common

areas or any unit through which access is taken, the unit owner causing the same, or the unit owners' association if it has caused the same, shall be liable for the prompt repair thereof.

(2) Notwithstanding any provision to the contrary, the declarant shall warrant or guarantee, against structural defects, each of the units for one (1) year from the date each is conveyed, and all of the common areas for one (1) year from the date of completion of the common area. The one year referred to in the preceding sentence shall begin as to each of the common areas whenever the same has been completed or if later, (a) as to any common area within any additional land or portion thereof, at the time the first unit therein is conveyed. For the purposes of this paragraph, no unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in components constituting any unit or common area which reduce the stability or safety of the part of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. Nothing in this paragraph shall be construed to make the declarant responsible for any items of maintenance relating to the units or common areas.

4. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and Bylaws, this Declaration and Bylaws may be amended by agreement of at least sixty-seven (67%) percent of the Owners; provided, however, that (i) any such amendment shall be executed by such sixty-seven (67%) percent of the Owners or by the President and Treasurer of the Association accompanied by a Certificate of Vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34, IV of the Condominium Act; (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted without the approval of the Declarant; (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; (vi) any amendment of material nature as defined in Section 402.02 of FNMA Lending documents dated January 1, 1983, shall have been approved in writing by fifty-one (51%) percent of the mortgagee or mortgagees holding first mortgages on Units; (vii) any such amendment shall not be contrary to any provisions of the City of Dover Zoning Ordinance and Building Code or Subdivision Regulations; and (viii) no amendment relating to the storm water management requirements shall be made without written consent of the Dover Planning Board.

5. FNMA/FHLMC Compliance. Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, 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 Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or the Federal Housing Administration (FHA) under the laws and regulations applicable thereto.

(a) Any holder, insurer, or guarantor of a first mortgage on a Unit in the Condominium shall, upon written request, be entitled to written notification from the Association of any of the following (holders of first mortgages who have submitted such written requests will be referred to as "Eligible Mortgage Holders"):

(i) A condemnation or loss which affects a material portion of the Property of such Unit on which such first mortgagee holds a first mortgage lien;

(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by a mortgagor of such Unit;

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

(iv) Any action for which the consent of Eligible Mortgage Holders is required pursuant to this Declaration;

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (of assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

(c) Unless at least fifty-one (51%) percent of the Eligible Mortgage Holders (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium project; (ii) change the Percentage Interests or obligations of any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such Property; or (vi) amend, modify, or otherwise change any material rights or obligations under this Declaration or the Bylaws. In the case of termination of the Condominium for any reason other than substantial destruction or condemnation, prior written approval of sixty-seven (67%) percent of Eligible Mortgage Holders shall be required.

(d) The Board of Directors of the Association shall assure that its books, records, and financial statements, as well as current copies of the Declaration, Bylaws, and Rules are available for inspection by Unit Owners or holders, insurers, or guarantors of first

mortgages on Units during normal business hours or under other reasonable circumstances.

(c) An adequate operating fund and a reserve fund for maintenance, repairs, and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

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

(g) This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies, and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who gives a first mortgage on his Unit shall notify the Association of the name and address of the first mortgagee of such Unit. All mortgagees with respect to which the Association has received such notice shall be given written notice of any damage or loss where the cost of restoring the Common Area exceeds Ten Thousand (\$10,000.00) Dollars, and the first mortgagee of a Unit shall be given written notice of damage or loss to the Unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand (\$1,000.00) Dollars, the Association is made aware of such damage or loss, and notice of such mortgage has been supplied to the Association.

(h) If FHLMC or FNMA or FHA holds any interest in one or more mortgages of Units:

(i) The Association shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the Bylaws, in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA, or FHA, including, but not limited to, dishonest acts on the part of the officers of the Association, 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 Association and if FHLMC, FNMA, or FHA 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, FNMA, or FHA (or all) holds such interests.

(ii) Whenever any Unit and/or Common Area is damaged by fire or other hazard, the Association shall give notice to such persons as may be required by FHLMC or FNMA.

(iii) Any holder, insurer, or guarantor, or grantor of a first mortgage on any Unit shall be entitled to have the Association provide a copy of the audited financial statement for the immediately preceding fiscal year of the Association. If no such audited statement exists, the requesting party is entitled to have an audited statement prepared at its own expense, or at its option to receive a copy of any unaudited statement. Upon such request, the Association must provide the financial statement to the requesting party within a reasonable time.

6. No Revocation or Partition. The Common Area shall remain undivided and no Unit Owner or any other Person shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Condominium Act.

7. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof is, at the time of recording this Declaration, void, voidable, or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns, and all persons claiming by, through, or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

8. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

9. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

EXECUTED by Declarant on this 14th day of July, 2022.

By: 

Andrew Goddard, Managing Member
Copley Commons, LLC, Declarant

STATE OF NEW HAMPSHIRE
County of ~~Strafford~~ ^{Franklin}

On this the ^{14th} day of ^{July}, 2022, personally appeared Andrew Goddard as the Managing Member of Copley Commons, LLC, the Declarant, before me, and acknowledged that he executed the above as his free act and deed on behalf of the limited liability company..



Notary Public/Justice of the Peace



RYAN C. ROPE
Notary Public - New Hampshire
My Commission Expires December 2, 2025

EXHIBIT A

A certain parcel of land with the buildings thereon, if any, situate on the northerly side of Mast Road Extension (now known as Leathers Lane), Dover, County of Strafford and State of New Hampshire, as shown on Plan 40-54, entitled "Subdivision Plat, Dover, Strafford County, New Hampshire, prepared for Seacoast Investments Co., Inc." by Geometres Blue Hills, dated March 4, 2991, and recorded in the Strafford County Registry of Deeds on May 13, 1992.

Excepting and reserving Lots 1 and 2 as shown on Plan 40-54, which were conveyed out at Book 1841, Page 305; and Book 1779, Page 504 of said Registry.

Meaning and intending to convey the same premises conveyed to Karen A. Towle, Trustee of the James B. Towle and Karen A. Towle Revocable Trust by Karen A. Towle, Trustee of the Karen A. Towle Irrevocable Trust dated November 21, 2011, said deed being dated January 14, 2019 and recorded in the Strafford County Registry of Deeds at Book 4630, Page 448.

Excepting therefrom those portions conveyed by deeds of Karen A. Towle, Trustee, dated October 3, 2012 and recorded in said Registry at Book 4059, Page 515; dated April 6, 2005 and recorded in said Registry at Book 3168, Page 619; and deed dated January 23, 2004 and recorded in said Registry at Book 2932, Page 342.

See, also, the plan entitled "Lot Line Adjustment Plan of Land, Lot Nos. 4A and 67B, Tax Map 1, Back River Road & Leathers Lane, Dover, New Hampshire, County of

Stafford", dated 7-1-11, prepared by Civilworks, recorded at Stafford County Registry of Deeds as Plan 102-077. This conveyance is subject to the 30 foot wide sewer easement as depicted on this plan.

EXHIBIT B

Each Unit in the condominium shall have an equal percentage ownership in the Common Area of the Condominium

Unit #	Street Address
1	2 Rosemary Drive
2	4 Rosemary Drive
3	6 Rosemary Drive
4	8 Rosemary Drive
5	7 Rosemary Drive
6	5 Rosemary Drive
7	3 Rosemary Drive
8	1 Rosemary Drive
9	2 Walnut Drive
10	4 Walnut Drive
11	6 Walnut Drive
12	5 Walnut Drive
13	3 Walnut Drive
14	1 Walnut Drive
15	24 Copley Drive
16	26 Copley Drive

17	30 Copley Drive
18	32 Copley Drive
19	34 Copley Drive
20	33 Copley Drive
21	2 Juniper Drive
22	4 Juniper Drive
23	6 Juniper Drive
24	1 Juniper Drive
25	3 Juniper Drive
26	57 Copley Drive
27	55 Copley Drive
28	53 Copley Drive
29	49 Copley Drive
30	45 Copley Drive
31	41 Copley Drive
32	2 Wildflower Drive
33	4 Wildflower Drive
34	6 Wildflower Drive
35	5 Wildflower Drive
36	3 Wildflower Drive
37	1 Wildflower Drive
38	48 Copley Drive
39	50 Copley Drive
40	52 Copley Drive