

RECORDING
SURCHARGE294.00
2.00

**DECLARATION
OF
TRAIL SIDE LANDING CONDOMINIUM**

This Declaration of Condominium for TRAIL SIDE LANDING CONDOMINIUM is made this 9th day of September, 2021 by JPAC Builders LLC, a New Hampshire limited liability company, with a mailing address of 79 Exeter Road, North Hampton, New Hampshire 03862, in accordance with the provisions of the aforesaid Declaration and the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B.

1. Submission of Property. The Declarant hereby submits to the provisions of the Condominium Act, a portion of the approximately 4.29 acres, more or less, of land situate at Tax Map 29, Lot 224, located on or near St. Laurent Street, Epping, Rockingham County, New Hampshire (being the same property as conveyed to Declarant by deeds recorded in Rockingham County Registry of Deeds at Book 6278, Page 1627, Book 6278, Page 1675 and Book 6278, Page 1677 and more particularly described in Section 3.3 below and in **Appendix A**, together with all easements, rights and appurtenances thereto including but not limited to those described in **Appendix A** (hereinafter referred to as the "Land" or "Submitted Land") all of which are owned by Declarant in fee simple.

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

2.1 "Appendix A" means the legal description of Submitted Land, with any easement and rights thereon, and any appurtenances thereto, annexed to this Declaration as **Appendix A** as amended from time to time.

2.2 "Appendix B" means the Bylaws of **TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION** (the "Association") attached to this Declaration as **Appendix B**, as amended from time to time.

2.3 "Appendix C" means the List of Unit Numbers and Percentage Interests attached to this Declaration as **Appendix C** as amended from time to time.

2.4 "Appendix D" means the legal description of the Convertible Land, annexed to this Declaration as **Appendix D**.

2.5 "Appendix E" means the Stormwater Management/BMP Inspection and Maintenance Plan that is required to be performed initially by the Declarant until the Declarant has completed all Common Area improvements and then by the Association. Either the Declarant or the Board of Directors shall provide the Town of Epping with reports evidencing the required maintenance during the initial two years after the stormwater management infrastructure is constructed.

2.6 "Assessment" means that portion of the cost of maintaining, repairing, and managing the Common Areas which is to be paid by the Unit Owner.

2.7 "Board of Directors" or "Board" means the board of directors of the Association.

2.8 "Bylaws" means the bylaws of the Association providing for the self-government of the Condominium attached to this Declaration as **Appendix B** as amended from time to time.

2.9 "Common Area" means all parts of the Land other than the Units, as more fully set forth in Section 3.5 of this Declaration, and includes the Limited Common Area.

2.10 "Common Expense" means all expenditures lawfully made or incurred by or on behalf of the Association, together with funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments; "future common expenses" shall mean common expenses for which assessments are not yet due and payable.

2.11 "Condominium" means **TRAIL SIDE LANDING CONDOMINIUM**, the condominium established by this Declaration, situate at Tax Map 29, Lot 224 on or near St. Laurent Street, Epping, Rockingham County, New Hampshire, including the Land, all improvements thereon, easement rights, and appurtenances belonging thereon, as amended by addition or withdrawal, from time to time.

2.12 "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated (1984) as amended as of the date of this Declaration and as amended thereafter.

2.13 "Convertible Land" means the land described in Appendix D, which is a portion of the Common Area upon which Units and/or Limited Common Area may be created in accordance with this Declaration and the Condominium Act.

2.14 "Declarant" means JPAC Builders, LLC, a New Hampshire limited liability company, with a mailing address of 79 Exeter Road, North Hampton, New Hampshire 03862, and its successors and assigns as record owner of the Declarant's rights hereunder.

2.15 "Declaration" means the Condominium Declaration of **TRAIL SIDE LANDING CONDOMINIUM**, as amended from time to time.

2.16 "Land" shall mean the land situate off of St. Laurent Street, Epping, Rockingham County, New Hampshire described in the Submitted Land described in Section 3.3, below and in **Appendix**

A, subject to the Declaration of Covenants and Restrictions for Easement Area listed in **Appendix A** and together with all easements, rights, and appurtenances, but exclusive of improvements.

2.17 "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but not all, of the Units.

2.18 "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Association appertain.

2.19 "Manager" means the professional manager or managing agent employed by the Board to manage the Condominium.

2.20 "Mortgage" means a real estate mortgage.

2.21 "Mortgagee" shall mean the holder of a real estate mortgage.

2.22 "Owner" or "Unit Owner" means any natural person or persons or any entity holding a fee simple title to a Condominium 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.

2.23 "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in **Appendix C**.

2.24 "Plan(s)" means the Condominium Site Plan, entitled: "TRAIL SIDE LANDING CONDO SITE PLAN, 72 ST. LAURENT STREET & RAILROAD AVE." dated April 8, 2021, prepared by Doucet Survey LLC and recorded with the Rockingham County Registry of Deeds as Plan #D-42756. An updated Condominium Site Plan and Condominium Floor Plan will be recorded in the Rockingham County Registry of Deeds upon completion of each phase of the Condominium. Collectively, the Condominium Plan and Condominium Floor Plans are referred to as the "Plans."

2.25 "Resolution" means any resolution adopted by the Board of Directors relative to the use of the Condominium provided they are not in conflict with the Condominium Act, the Declaration, the Bylaws or the Rules or the ordinances, regulations and rules of the Town of Epping.

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

2.27 "Total Number of Units" means the nineteen (19) units that comprise the total number of Units that may become part of the Condominium.

2.28 "Town" means the Town of Epping, Rockingham County, New Hampshire or any of its political subdivisions, commissions, boards or the like as the context may require.

2.29 "Unit" means a unit as defined by the Condominium Act, used as a residence, which is bounded and described as shown on the Plans and as provided in Section 3.4, et seq. hereof.

2.30 "Unit Owners Association" or "Association" means **TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION**, which is comprised of all of the Owners acting as a group in accordance with the Declaration, and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16.1 of the Condominium Act:

3.1 Name. The name of the Condominium is **TRAIL SIDE LANDING CONDOMINIUM**.

3.2 Location. The condominium is located at Tax Map 29, Lot 224 on or near St. Laurent Street, Epping, Rockingham County, New Hampshire 03042.

3.3 Description of Submitted Land. A legal description by metes and bounds of the Land submitted to the Condominium along with all easements and rights and appurtenances thereto is contained in **Appendix A**; being the same as situate at Tax Map 29, Lot 224 on or near St. Laurent Street, Epping, Rockingham County, New Hampshire 03042; being the same as shown on Condominium Site Plan.

3.4 Description of Units.

3.4.1 Number of Units and Phases. The Condominium is a phased condominium and if fully built out, there will be a total of nineteen (19) residential units in the Condominium, consisting of eight (8) duplex buildings and one (1) triplex building, which may be constructed in one or more phases in any order. Initially, the Declarant shall declare two (2) Units on the Submitted Land, Units 1A and 1B in Building 1, and reserves the right to declare and convert the Convertible Land into additional Units in one or more phases in any order. Upon the completion of each phase, the Declarant shall record an Amendment to the Declaration declaring the new Units and updated Plans. *See* paragraph 5 for a further description of Declarant's reserved Convertible Land rights.

3.4.2 Buildings. The Condominium consists of "townhouse style condominium units." The Condominium may have up to sixteen (16) Units in eight (8) duplex buildings and three (3) units in one (1) triplex building. All of the buildings, if built, will be constructed on the Land. The location, unit numbers, and dimensions of the buildings are as shown on the Plans as updated and revised after the completion of each phase. The buildings, if built, will be of wood frame construction on concrete slab.

3.4.3 Unit Boundaries. The boundaries of each Unit are as follows:

(a) **Horizontal Boundaries**

- i. Floor: The unfinished or undecorated interior surface of the lowermost basement floor.

- ii. Ceiling. The unfinished or undecorated interior surface of the uppermost ceiling,

(b) **Vertical Boundaries**

- i. Perimeter Walls: The unfinished interior surface thereof.
- ii. Exterior Doors and Door Frames: As to the exterior doors, the unfinished or undecorated exterior surface thereof; and as to door frames the unfinished or undecorated interior surface thereof.
- iii. Windows and Window Frames: The finished or decorated exterior surfaces of windows and window frames.

3.4.4 Units. The Unit numbers and dimensions of each Unit declared are shown on the Condominium Site Plan and Condominium Floor Plans, to be updated and recorded upon the completion of each phase. Each Unit contains or will contain either two or three bedrooms and each Unit shall be comprised of:

Ground/First Floor:	Garage, family room, kitchen, hallway and bathroom
Second Floor:	2 or 3 Bedrooms, and 1 or more bathrooms

Each Unit has or will contain vinyl, clapboard or shingle style, siding.

Each Unit is or will be served with Town of Epping water and sewer, propane gas, electricity, cable and telephone. Heat is gas-fired hot air with each Unit having its own furnace and optional (installed only if Unit Owner purchases the same) air-conditioning unit. Ability for cable and telephone hook-up is provided. Costs for gas, electricity, telephone and cable shall be the responsibility of each Unit Owner. The location and dimensions of the Units are shown on the Plans. Each of the Units hereby declared or to be declared shall 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. **Appendix C** contains a list of all Units and their respective identifying numbers or Unit designations, to be updated upon the completion of each phase and an Amendment to the Declaration.

Each Unit shall or will include the portions of the building within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area described in Section 3.5 herein and below which may be located therein; to wit: finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit.

The Owner of the Unit shall be deemed to own such finished interior surfaces and shall also be deemed to own the window glass of his Unit, the entrance doors, window frames (to the unfinished interior surface thereof), and doors connecting his Unit with the Limited Common Area reserved

for his Unit, and the sinks and other plumbing facilities, and any appliances that may be located in his Unit and serving solely his Unit.

The Owner of a Unit shall be deemed not to own the decks, patios, outside grounds or driveway, any pipes, wires, cables, chutes, flues, conduits, sprinkler system other than individual heads, fire alarm system other than individual detectors, public utility lines, ventilation, or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. EXCEPT, HOWEVER, each Unit Owner will own its own hot water heater, furnace, burner, heating and optional air-conditioning unit (if Unit Owner purchases same), and the Unit Owner of such Unit shall be responsible for maintenance and repair of same. The boundaries of the Units shall not include any patios, decks, yard areas appurtenant to a Unit, all of which shall be Limited Common Area as shown on the Plan.

Any propane tank serving a Unit or Unit(s) shall be deemed part of the Unit or Units whether located on Limited Common Area or Common Area.

3.5 Description of Common Area and Limited Common Area

3.5.1 Common Area consists of the entire Land other than the Units that may appear on the Plans, and includes, but not by way of limitation:

The Trail Side Circle, the private roadway shown on the Plans, storm drainage, bio-retention pond, parking spaces and areas assigned as Limited Common Area, sidewalks, lawns, gardens, shrubbery and other plantings, walkways and other land and interest in land included in the description in **Appendix A**;

water, sewer, gas, electrical and telephone systems serving the Condominium to the extent said systems are located within the Land and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

the roofs, foundations, columns and supports of the building, the perimeter walls, ceilings and floors bordering each Unit to the unfinished interior surfaces thereof;

the pipes, ducts, flues, chutes, conduits, plumbing wires, meters, meter housing and other facilities, not owned by the supplier of the facility, for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located;

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 other easements set forth in **Appendix A**.

3.5.2 Limited Common Area consists of the following:

Any driveways, walkways, patios or decks, yard area, which are shown on the Plans and assigned

to Unit(s) as designated on the Plans. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit(s), which it serves and is assigned. Each Unit is also heated by an individual propane tank and is assigned the propane tank whether or not located on the Limited Common Area or Common Area.

3.5.3 Use. The use of the Common Area shall be limited to the owners in residence, to their tenants in residence and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his (their) guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and the Limited Common Area shall be governed by the Bylaws, the Rules and the Resolutions. Owners of the Unit shall be responsible, pursuant to the Bylaws, Rules and Resolutions, for any damage to the Unit or Common Area or Limited Common Area by their guests, invitees, and licensees.

3.5.4 Yard Area, Deck, Patio, Walkway, Driveway, Propane Tank. Any yard area, deck, patio, walkway, driveway, and propane tank attached to and/or servicing one particular Unit or Units, shall be maintained by the Owner or Unit Owners. Notwithstanding the above, the Association shall plow Trail Side Circle and each Unit's driveway and mow each Unit's lawn. Each Unit Owner shall be responsible to shovel away left-over snow from their driveway after the driveway has been plowed by the Association, and to clear and treat snow and ice from walkways, decks, and patios to maintain safe conditions. Each individual propane tank serving a Unit or Units shall be owned, maintained and repaired by the Unit Owner or Unit Owners.

3.6 Subsequent Assignment of Common Area as Limited Common Area. Limited Common Area may be reassigned in accordance with the Condominium Statute.

3.7 Allocation of Percentage Interests. An equal undivided interest in the Common Area shall be allocated to each Unit as described in **Appendix C**.

3.8 Statement of Purposes and Restrictions of 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, the Rules and the Resolutions are in furtherance of this purpose. The Units are two or three bedroom units and are restricted to remain no more than three bedrooms.

3.8.1 Residential Use. Subject to the rights of Declarant pursuant to Section 25, et seq, each Unit shall be occupied and used only for residential purposes by the owner and his family, or by tenants, guests, invitees or licensees of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

3.8.2 Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein or in any deed conveying a Unit from the Original Declarant or Declarant to a purchaser thereof shall be altered in any way by encroachments as a result of construction, reconstruction, repair, renovations, restoration or replacement of any structure or improvement, or due to settling or shifting of any land, structure or improvement. 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.

3.8.3 Easements for Pipes, Ducts, Cables, Wires, Conduits, Utility Lines, and Other Common Area Located Inside of Units and support. Each Unit Owner shall have an easement in common with the Owners of all other units to use all pipes, wires, ducts, cables, conduits, 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, cable, wires, conduits, utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors 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 buildings. Every portion of the Unit, which contributes to the structural support of a building, shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

3.8.4 Units Subject to Declaration, Bylaws, Rules and Resolutions.

- (a) The Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time, all contain or will contain certain restrictions as to use of the Units or other parts of the condominium. The Association is empowered to adopt and amend, from time to time, rules and regulations concerning the use of the Condominium, which rules and regulations shall not be violated.
- (b) The Declarant, all present or future Unit Owners, tenants and occupants of Units, or any other person who might use the facilities of the Land in any manner are subject to the provisions of the Declaration, the Bylaws, the Rules and the Resolutions. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Declaration, the Bylaws, the Rules and the Resolutions, as they may be lawfully amended from time to time are accepted and ratified by such Owner, tenant 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 Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.
- (c) Failure to comply with the Declaration, Bylaws, Rules or Resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief or for any other remedy available at law or in equity, maintainable by the Association, or by its Board of Directors or any Manager on behalf of the Association or in the proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action. All such actions, in law or at equity (except as appropriate for such action of Unit Owners) shall be authorized by Resolution of the Board of Directors and whosoever maintains such action shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorneys' fees.

- (d) The Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time, are also expressly declared to be for the benefit of the Town of Epping and any other commission, board and/or agency of the Town of Epping, and may be enforced by an action at law or in equity by the Town of Epping or an appropriate commission, board, agency or officer of the Town of Epping. The Town shall have reasonable access to the premises, or any part thereof, for such inspection as may be needed to enforce the Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time. If the Town maintains such an action and prevails, it shall be entitled to recover all reasonable costs and expenses of such an action, including reasonable attorneys' fees.

3.8.5 Easements for Ingress and Egress and Use.

- (a) 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 by persons lawfully using or entitled to same. Each Unit and Common Area 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 same, including without limitation employees and other agents of utility companies in performance of their duties.
- (b) The Board of Directors, if any, or if not, the Association, shall have the right to grant permits, licenses and easements over the Common Area for the installation, construction, maintenance, repair and replacement of utilities and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- (c) The Town of Epping, its employees, agents or representatives shall have the right to enter onto all Common Area for the purpose of providing emergency services, including but not limited to police, fire and ambulance service to the Unit Owners and for the purpose of inspection, installation, maintenance, repair and replacement of the water supply, sewerage and drainage systems and any other utilities servicing the Condominium, together with the inspection of all structures and other improvements on the Land. Each Unit Owner agrees to maintain the entry lock system approved by the Association which will have a master key that can be used to gain access only in the case of an emergency. The master key will be maintained in a secured Knox Box.

3.8.6 Property Subject to Covenants, Easements and Restrictions of Record. The submission of the property is subject to any covenants, conditions, easements and restrictions of record.

3.8.7 Restriction of Rental Units. No more than the allowed percent interest of the completed Units in the Condominium, as specified by the guidelines for secondary financing market, shall be used by the Declarant or any person having a beneficial interest in the Declarant for rental purposes.

3.8.8 Lateral and Subjacent Support. Each Unit and Common Area shall have and be subject to an easement for lateral and subjacent support from every other Unit and Common Area.

3.8.9 Easement to Facilitate Completion of Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and conveyed. Declarant and its duly authorized agents, representatives (including independent contractors), successors and assigns, may make such reasonable use of the Condominium as may facilitate the completion of construction and both Units and Common Areas, and the sale and conveyance of unsold Units, 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, maintain a sales office, a rental office and/or a model Unit or model Units, to show the property and to display signs. The Declarant is fully obligated to complete any buildings containing Units on any portion of the Land, other than that portion of the land where Units are labeled "NOT YET COMPLETED" on the Condominium Site Plan. In addition, the Declarant and its agents, representatives (including independent contractors) and assigns shall have the right to use any and all unsold and unconveyed Unit or Units as sales offices and model Units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. Subject to the restrictions in Section 3.8.7 of this Declaration, the Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Owners who may agree to lease their Units to the Declarant for use by the Declarant as model Units and/or sales offices.

4. Insurance and Determination of Action Following Casualty Damage.

4.1 General Insurance Provisions. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent postage prepaid by United States mail to all Unit Owners and eligible mortgagees at their respective last known addresses.

4.2 Specific provisions. To the extent reasonably possible, insurance policies required and obtained under this article shall provide the following:

- (a) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;
- (b) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- (c) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance;
- (d) Loss must be adjusted with the Association;

- (e) Each Unit Owner shall be an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Area or membership in the Association;
- (f) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the following at their last known addresses:
 - (i) The Association,
 - (ii) Each Unit Owner, and
 - (iii) Each eligible mortgagee, which term shall mean each holder of a mortgage or security interest in a unit or the Common Area to whom a certificate or memorandum of insurance has been issued.

4.3 Annual Review. The Board shall review with the insurer or insurance agent, at least annually, the types and amounts of coverage under any insurance policies obtained pursuant to this article. The Board is further authorized to obtain appraisals periodically for the purposes of establishing full replacement value and actual cash value of any of the properties insured under this article. The Board shall send written notice of the obtaining of any insurance under this article, or of any subsequent change or termination of that insurance to each Unit Owner and to each eligible mortgagee.

4.4 Insurance Payable to the Board. Insurance proceeds payable under any policy of casualty insurance obtained under this article shall be payable to the Board of Directors as insurance trustee to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

4.5 Deductible. The maximum deductible for insurance policies obtained under this article shall be Ten Thousand Dollars (\$10,000.00) or One Percent (1%) of the policy face amount, whichever is less. Of the deductible portion, One Thousand Dollars (\$1,000.00) per Unit Owner affected shall be paid by each of the Unit Owners suffering the loss. The difference between the policy deductible and the said \$1,000.00 per Unit Owner affected shall be paid by the Association as a Common Expense.

4.6 Premiums. Premiums for insurance obtained under this article shall be a Common Expense.

4.7 Obligation to Repair. In the event of damage to any portion of the condominium by fire or other casualty, the proceeds of the Master Casualty Policy shall, pursuant to Section 43 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.

4.8 Attorney-in-fact. The Board of Directors is hereby irrevocably appointed the attorney-in-fact 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. Insurance

proceeds shall be payable and paid, not to the Board of Directors, but to a banking institution as Manager for the benefit of the Association, the Unit Owners, or any Mortgagee as their interests may appear. The procedure for making repairs after such damage is specified in the Bylaws.

4.9 Unit Owner's Insurance.

- (a) Each Unit Owner, at that Owner's own expense, shall obtain additional property insurance with Special Broad Form Coverage covering any of the property, whether real or personal, of the Unit Owner that is not covered by the insurance obtained by the Board. Each Unit Owner shall also obtain and maintain a policy of general liability insurance for that owner's benefit. Each owner shall provide the Association with a certificate of all property insurance obtained by said Owner, except for policies that cover only personal property owned by said Unit Owner.
- (b) Each Unit Owner shall notify the Board of Directors within five (5) days after the commencement of construction of any improvements to his unit, which exceed a total value of Two Thousand Dollars (\$2,000.00). Upon receipt of such notice, the Board shall notify the Association's insurer of such improvements. The Board of Directors is hereby authorized to make a special assessment against that Unit Owner for any increased insurance premium for the insurance maintained by the Association due to the improvements made by the Unit Owner. In the event the Unit Owner does not notify the Board of Directors of the improvements, that Unit Owner shall bear the entire risk of loss for all improvements made to that unit that were not the subject of notice to the Board.
- (c) No Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount of insurance that the Board of Directors, on behalf of all of the Unit Owners, may realize under any insurance policy that the Board of Directors may have in force covering the condominium or any part thereof at any time. In the event there is any such decrease in the amount of the Association's insurance coverage due to such coverage obtained by an individual Owner, any proceeds from the insurance obtained by that individual Owner shall be assigned to the Board as insurance trustee to the extent that any such policy does, in fact, result in a decrease in such Association coverage

4.10 Insurance to be Obtained. The Board of Directors shall obtain and maintain at all times insurance of the types and kinds provided for herein and including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other property similar to the Condominium in construction, design, and use, as follows:

4.11 Property Insurance. Property insurance with Broad Form Special Coverage insuring the buildings and common area of the Condominium, and the fixtures, installations, or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of individual condominium units initially installed or replacements thereof, in accordance with the original condominium plans and specifications, or as installed by or at the expense of the Unit Owners. Such insurance shall be in an amount at least equal to the full

replacement value of the real property insured or the actual cash value of any personal property insured hereunder.

4.12 Public Liability Insurance. 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) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage. Any insurance obtained hereunder shall name as the insured, the Association, any officer or member of its Board of Directors while acting within the scope of their duties, any employee of the Association while acting within the scope of the employee's duties, any manager of the Association, and each Unit Owner, but only with respect to that Unit Owner's liability arising out of the ownership, maintenance, or repair of that portion of the Condominium which is not reserved for that owner's exclusive use or occupancy. Such policy shall contain cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured.

4.13 Fidelity Insurance. At the Board's reasonable discretion, comprehensive commercial crime coverage or a blanket fidelity bond shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The insurance or bond obtained hereunder shall name the Association as insured or obligee and shall cover the maximum funds that will be in the custody of the Association or any manager at any time while the insurance or the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The policy or bond shall include a provision that calls for at least thirty (30) days written notice to the Association and to each eligible mortgagee before the same can be cancelled or substantially modified for any reason, except that coverage under said insurance or bond may be deemed terminated as to any employee as soon as the insured shall learn of any dishonest or fraudulent act on the part of such employee, provided such termination is without prejudice to the loss of any property then in transit in the custody of such employee.

4.14 Workers' Compensation Insurance. The Board shall, as needed, obtain workers' compensation insurance to meet the requirements of the laws of the state of New Hampshire.

4.15 Directors' and Officers' Liability Insurance. The Board shall, to the extent the same is available, obtain and maintain directors' and officers' liability insurance covering all of the directors and officers of the Association in such limits as the Board may, from time to time, determine.

4.16 Other Insurance. The Association may obtain and maintain other insurance, which the Board considers appropriate to protect the Association or the Unit Owners.

4.17 Procedures in the Event of Damage or Destruction.

4.17.1 Duty to Restore. A portion of the Condominium for which insurance is required under the Condominium Act, or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be prohibited by statute or municipal ordinance governing health or safety; or
- (c) Eighty Percent (80%) of the Unit Owners, including each owner of a unit or assigned Limited Common Area that was not built, vote not to rebuild.

4.17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense except for repairs or replacement of improvements to individual units, notice of which was not given to the Board of Directors.

4.17.3 Plans. The Condominium must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of the Unit Owners, the Town of Epping, if applicable, and fifty-one percent (51%) of eligible mortgagees.

4.17.4 Replacement of Less Than Entire Property. The insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium. Except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to a Unit and Limited Common Area that are not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Area was allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds must be distributed to each Unit Owner or lien holder as their interests may appear, in proportion to the Common Area interests of all the units. If the Unit Owners vote not to rebuild a unit; the undivided interest in the Common Area appertaining to such unit shall be reallocated in the same manner as if the Unit had been taken by eminent domain and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

4.17.5 Insurance Proceeds. The trustee or if there is no trustee, then the Board of Directors of the Association, acting by the President shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders as their interests may appear. Subject to the provisions of subsections 4.17.1 of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

4.17.6 Certificates by the Board. The trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) Whether or not damaged or destroyed property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

4.17.7 Certificates of Ownership. If payments are to be made to Unit Owners or mortgagees, the Board, and the trustee, if, any, shall obtain and may rely upon an attorney's certificate of title based on a search of the records in the Rockingham County Registry of Deeds from the date of recording of the original Declaration stating the names of the Unit Owners and the mortgages.

5. Convertible Land. The Declarant hereby reserves the right and option to convert all or a portion of the Convertible Land shown on the Site Plan into Units or Limited Common Area. The Convertible Land is more particularly described on **Appendix D** attached. The Convertible Land shall be converted in compliance with the Condominium Act and the provisions set forth below.

- (a) The maximum number of Unit that may be created within the Convertible Land shall be seventeen (17) Units, consisting of a total seven (7) duplexes and one (1) triplex, each building shall be a Convertible Land parcel and shall constitute a phase, which may be developed in one or more additional phases, sequentially or non-sequentially.
- (b) All Units constructed within the Convertible Land shall be restricted to residential use, as the term is used and defined by the Town of Epping.
- (c) All Units constructed on the Convertible Land shall be compatible with the structures on other portions of the Submitted Land in terms of quality of construction, and principal material used, architectural style, design, layout or size.
- (d) **THE DECLARANT MAKES NO ASSURANCES THAT ANY OF THE UNITS OR IMPROVEMENTS CONTEMPLATED FOR THE CONVERTIBLE LAND WILL EVER BE CONSTRUCTED OR BUILT. THE DECLARANT SHALL HAVE NO OBLIGATION TO CONSTRUCT ANY OF THE UNITS CONTEMPLATED ON THE CONVERTIBLE LAND.**
- (e) There are no limits on the Declarant's right to create Limited Common Areas within the Convertible Land and/or designate Common Areas therein which may subsequently be assigned as Limited Common Areas in terms of type, size or maximum number of each area within the Convertible Land, subject to the recordation of necessary plans and supplemental information as required by section 16 and 20 of the Condominium Act.
- (f) The Convertible Land shall be part of the Common Areas except such portions thereof as are converted in accordance with this Declaration, the By-Laws and the Condominium Act.
- (g) The option to convert the Convertible Land shall expire five (5) years from the date of recording of this Declaration as specified in RSA 356-C:23 III; otherwise there exists no time limit on such option. The Declarant reserves the right prior to the expiration of the five (5) year period to record Site and Floor Plans for units not yet completed within the Convertible Land, thereby bringing those units into existence and making said Units part of the Association even though the construction of the Units shall take place after the expiration of the aforesaid five (5) year period. The

Declarant shall have an automatic five (5) year extension of the conversion period if the Convertible Land is not fully built out after the initial five (5) year period.

- (h) Until the expiration of the option to convert the Convertible Land, as may be extended, or until actual conversion thereof, real estate taxes and other assessments in respect to the Convertible Land shall be assessed against the Declarant. Regardless of whether the proposed Units are to be constructed on the Convertible Land or actually built or not, the Declarant shall not be obligated to pay any assessment (including but not limited to Common or Special Assessment) on any Unit which is currently proposed or to be erected on the Convertible Land.
- (i) Each Unit Owner individually and as a member of the Unit Owner's Association, after the same is established by the Declarant, agrees not to interfere with the Declarant's conversion of the Convertible Land in any manner whatsoever. The Declarant hereby reserves to itself, and its successors or assigns, any easement and right (as may be needed) to convert the Convertible Land and sell the Units when it is complete.
- (j) The Declarant reserves the right to mortgage or cause a deed of trust to be placed on any portion of the Convertible Land for the purpose of financing construction thereon and until discharged, any such mortgage or deed of trust shall have priority over the interest of Unit Owners in any such portion of the Convertible Land until such time as said land is converted, at which time the mortgage shall become subject to the right of the Unit Owners in the converted property.
- (k) Portions of the Converted Land may be added at different times in any order, subject only to the limitations provided in this Section or the Condominium Act. At the time that any portion is added to the Condominium, the boundaries of such portion shall be fixed by legal descriptions setting forth the metes and bounds thereof. There are no other limitations as to what portions that may be added or the determination of the boundaries of those portions.
- (l) No assurances are made by the Declarant regarding the portions of the areas shown as Convertible Land as to where the Declarant will exercise its development rights or in which such portions or all of the areas will be developed. Buildings containing Units, Common Area and Limited Common Area may be built in any location which the Declarant deems appropriate. Further, the exercise of the Declarant in converting a portion of the Convertible Land shall not obligate the Declarant to exercise the option to convert other portions.
- (m) The consent of the Unit Owners will not be required for any such conversion. The conversion shall be completed by an Amendment to the Declaration and Bylaws executed and recorded by the Declarant.

6. No Partition or Revocation. Except as otherwise provided herein, 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. Rights of Mortgagees. The mortgagee or guarantor of the mortgage of any Unit in the Condominium is entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage,
- (b) Any sixty (60) days delinquency in the payment of assessments or other charges to the Owner of any Unit on which it holds the mortgage,
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, or
- (d) Any proposed action that requires the consent of a specified percentage of mortgagees.

8. Priority of First Mortgages. No provision of the Declaration, the Bylaws, the Rules or the Resolutions shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of first Mortgagees of the Condominium Units pursuant to their first Mortgages in the case of the distribution to Unit Owners of insurance proceeds amounts to be paid upon liquidation of the Condominium or condemnation awards for losses to, or a taking of, Units, and/or the Common area or any portion thereof.

9. Contracts, Leases.

9.1 Notwithstanding any provision in the Declaration, the Bylaws, the Rules or the Regulations, to the contrary, neither Declarant nor the Board of Directors may bind the Association, prior to passage of control of the Condominium to that Association, to any contracts or leases (including management contracts) unless the Association is provided a right of termination of any such contract or lease, without cause, exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto.

9.2 All leases or rental agreements for any Unit shall be in writing, shall be specifically subject to the constituent documents and shall be for a period of not less than thirty (30) days.

10. Intentionally deleted.

11. Notice of Proceedings. For the purpose of providing notice to certain individuals of proceedings before the Town of Epping Community Development and Planning Board, Zoning Board of Adjustment and any other commission board, and/or agency of the Town of Epping or the like, as the context may require, the providing of notice to the Association, the Board of Directors or the presiding officer of the Association shall be deemed notice to each and every owner and/or resident of the Condominium.

12. Amendment to Declaration. Except as otherwise provided herein, this Declaration and the Bylaws may be amended by an instrument in writing signed, acknowledged and recorded as provided by the Condominium Act, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire, subject to the following:

- (a) Vote. Amendments to this Declaration and the Bylaws must be agreed to by at least 67% of the Unit Owners. No amendment may interfere with the rights of the Declarant to develop the Property as permitted and as set forth in this Declaration.
- (b) First Mortgagees. Any amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. In addition, consent of the mortgagees representing 51% of the votes of Units subject to mortgages must agree to the termination of the Condominium after substantial destruction or condemnation occurs or for other reasons. Implied consent may be assumed if a mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice, provided it is delivered by certified or registered mail.
- (c) Declarant. The Declarant reserves the right and power to amend the Declaration or Bylaws, at any time, without the consent of the Unit Owners or mortgagees, to declare additional units and phases pursuant to paragraph 5, correct any clerical or typographical errors, or bring the Declaration and Bylaws into compliance with the Condominium Act or FNMA, FHLMC or other lending requirements.
- (d) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (e) Amendments. No amendment shall be made that conflicts with any condition of approval by the Town of Epping, dated September 10, 2020 or state approvals.
- (f) Any amendments adopted pursuant to RSA 356-B:34-a shall require the approval of the Office of the Attorney General.

13. Owner's Obligation to Repair.

13.1 Owner's Obligation. Each Owner shall, at his own expense, keep his condominium unit and its alterations, appliances, fixtures, and improvements, including all partitions, windows, and doors, and other items that are not Common Area and are located within the boundaries of his unit in good order, condition, and repair. Each Owner shall also maintain all yard area, deck, patio, walkway, driveway, and propane tank attached to and/or servicing one unit or units whether located on assigned Limited Common Area or Common Area, except the Association shall plow each Unit's driveway and mow each Unit's lawn.

13.2 Board's Right to Maintain and to Make Repairs. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit or Limited

Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more Unit Owners acting as a group, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expense unless such emergency repairs are necessitated by the negligence of one or more Unit Owners, in which case the negligent Unit Owner or Unit Owners shall bear the expense of such repairs. In the event an Owner fails to make repairs to, his unit after thirty (30) days written notice of the need for the same as given to him by the Board, the Board may enter the Unit and make such repairs, the full expense of which shall be borne by said Owner. The fire alarm and sprinkler system shall be maintained and tested on a regular basis as a Common Expense of the Association.

13.3 Evidence of Insurance. No Owner shall permit any repair or other work in his unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations.

14. Prohibition Against Structural and Exterior Changes. No Owner shall, without first satisfying the requirements regarding repair, or other work set forth in Article 13 above, and in addition, obtaining the written consent of the Board:

- (a) Make or permit to be made any structural alteration, improvement, or addition in or to his Unit or in or to any other part of the Condominium;
- (b) Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in the Condominium;
- (c) Impair any easement or right or personal property, which is a part of the Condominium; or
- (d) Paint or decorate any portion of the exterior of the building or any other structure in the Condominium or any Common Area therein.

15. Assessments.

15.1 Each Unit Owner shall pay all Common Expenses assessed against him, all expenses for which he is liable, and all other assessments made against him by the Board in accordance with the terms of the Declaration and By-Laws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46. No Owner shall convey, mortgage, sell, or lease his Condominium Unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against his Condominium Unit, which are due and unpaid. Any Unit Owner or purchaser of a Condominium

Unit, having executed a contract for the disposition of said Condominium Unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that Condominium Unit. Such request shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on the Association, the Board of Directors, and every Unit Owner. Payment of a fee not exceeding Twenty Dollars (\$20.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a Condominium Unit shall be liable for the payment of any such expenses or assessments against said Condominium Unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are, then due, except that an institutional mortgagee or other purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter. Declarant shall not be obligated to pay any Common Expenses, assessments or reserves in connection with the Convertible Land.

15.2 The Association shall have the right to charge interest at Eighteen (18%) per annum, or at the maximum lawful interest rate for unpaid Common Expenses or other expenses or assessments from the due date. In addition, it shall have the right to charge Unit Owners no more than \$25.00 for each duplicate billing charges plus other costs, including attorneys' fees in the event the Association is required to proceed with collection to obtain payment of such expenses. A lien may be exercised for any unpaid Common Expense or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid Common Expenses or other expenses or assessments once perfected, shall have the priority set forth in RSA 356-B:46,I. The lien, including interest, costs and reasonable attorneys' fees may be foreclosed in the manner provided by the laws of the state of New Hampshire for the foreclosure of power of sale mortgages, or by suit brought in the name of the Board of Directors, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit, to recover a money judgment.

15.3 The annual assessment may be increased by vote of the Unit Owners, as hereinafter provided, for each next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Subject to the limitations in this Section, and the periods herein specified, the Association may change the maximum and basis of the assessments fixed herein prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Unit Owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all Unit Owners in accordance with RSA 356-B: 37.

16. 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 the 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, the Association, Unit Owners and Declarant, or their successors and assigns, 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 amendment 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.

17. Obligation to Complete. Once a particular phase is started, the Declarant, and its successors and assigns to the Development Rights of such phase, have the obligation to complete only that single, particular phase.

18. Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

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

20. Limitation of Liability Relating to Unit Owners. The Unit Owners shall not assume responsibilities or any liability of the Declarant as defined in this Declaration or in New Hampshire RSA 356-B. This limitation includes though is not limited to any warranty associated with the construction and sale of condominium units to consumer purchasers.

21. Liability of the Board. Members of the Board shall not be liable to the Unit for any mistake of judgment, negligence, or otherwise except for their own individual willfulness, misconduct or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as Unit Owners, with respect to any contract made by them on behalf of the Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each Unit Owner arising out of

any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the Unit Owners in the Common Area (except that the personal liability of Unit Owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of this Article do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required by this Declaration and the Bylaws.

22. Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

23. Site and Floor Plan References. The Condominium Site Plan is recorded at the Rockingham County Registry of Deed as Plan No. #D-42756 and updated and revised Condominium Site Plan and Condominium Floor Plans will be recorded upon completion of each phase of the Condominium.

24. By-Laws. The By-Laws shall be as set forth in **Appendix B** attached hereto. The By-Laws may be amended as set forth therein or in the Condominium Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall follow the same requirements as an amendment to the Declaration set forth in Section 12 of this Declaration.

25. Specific Declarant Rights.

25.1 Control by the Declarant. The Declarant shall have the right to appoint the Board of Directors of the Unit Owners' Association and to exercise the powers and responsibilities assigned by the Condominium Instruments and by RSA 356-B, to the Unit Owners' Association, the officers or the Board of Directors, either directly or through its appointed manager. The right to control herein reserved to the Declarant shall continue for a period of three (3) years from the date of recording this Declaration, or until 2/3 of the Units have been conveyed, whichever occurs first. The Declarant shall, during this period, have the right to appoint the manager and exercise all functions of the Board of the Association as provided in RSA 356-B:36. In the event of foreclosure by the mortgagee holding a blanket mortgage on the Condominium during the period of control by the Declarant, all officers and directors appointed by the Declarant shall immediately resign.

25.2 Maintenance and Assessments by the Declarant. The Declarant shall be responsible for the pro-rata costs (as allocated for Percentage Interest in **Appendix C**) of maintenance and/or Common Area Expenses of each Unit it owns in each phase it has started, provided such Unit has a Certificate of Occupancy, but Declarant shall be responsible only until such time as it no longer owns such Unit in said phase. Once Declarant no longer owns any Unit in said phase, the maintenance and common area charges shall be paid exclusively by the Unit Owners of completed

residential Units in all of the phases pursuant to the Percentage Interest allocations in **Appendix C**. However, Declarant shall not be charged or obligated to pay any assessment or reserves for Units that do not have a Certificate of Occupancy for any month for which an assessment shall be made. For any Units that have a Certificate of Occupancy, but have not yet sold, Declarant shall be charged a portion of the monthly assessment equal to that Unit's share of the insurance premium. However, if Declarant shall allow any Units to be occupied prior to sale, then Declarant shall be charged the regular assessment for that Unit. Declarant shall not be responsible to pay monthly assessments for unsold Units except as hereinbefore provided but shall be responsible for any deficit or shortfall in the Common Expense fund that may arise during the period of time when the Declarant shall control the Unit Owners' Association. Initially, assessments shall commence on the date of the sale of the first Unit in each phase. Declarant shall not be obligated to pay any Common Expenses, assessments or reserves in connection with the Convertible Land.

25.3 Voting Rights. The Declarant shall be deemed to be the Unit Owner for voting purposes or other purposes of any Unit not sold by the Declarant.

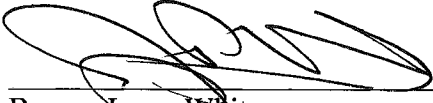
25.4 Use by Declarant. Notwithstanding any other provision contained in this Declaration, the Declarant expressly reserves for itself, its representatives and assigns, the right to use one or more of the Units and the Common Area for the purpose of maintaining a sales, rental and management facility on the premises, including, without limitation, the showing of property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Units by the respective Unit Owners.

26. Arbitration. In the event of a dispute (a) between the Owners of the Units or (b) as to any matter involving the Condominium generally, any of the disputing parties at his option may refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the State of New Hampshire. Within fourteen (14) calendar days after receiving such notice, the other party shall by written notice to the requesting party name a second arbitrator who shall likewise be an attorney licensed to practice law in the State of New Hampshire, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of the appointment of the second arbitrator to be appointed, to agree upon a settlement to the dispute, they shall the appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator need not be an attorney, but he shall be someone who is qualified by his profession to deal with the matter in dispute. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him within said twenty (20) day period, then either party may apply to the Superior Court of the county in which the condominium is situate, for the appointment of the arbitrators whether it may be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforced by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the impartial arbitrator shall be a Common Expense of the Condominium.

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this 2 day of September, 2021.

DECLARANT OF TRAIL SIDE LANDING CONDOMINIUM:

JPAC Builders, LLC

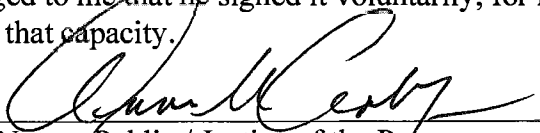

By: Jason White
Its: Manager


Witness

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this 2 day of September, 2021, before me, the undersigned notary public, personally appeared Jason White in his capacity as Manager of JPAC Builders, LLC., who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose, and that he has the authority to act in that capacity.


Notary Public / Justice of the Peace
Name:
Commission expires:



APPENDIX A

TRAIL SIDE LANDING CONDOMINIUM

SUBMITTED LAND (METES AND BOUNDS)

Beginning at a granite bound to be set at the southeasterly side of the intersection of Railroad Avenue and the proposed Briggs Avenue in the Town of Epping, County of Rockingham, State of New Hampshire, said point being the southeast corner of the area herein described;

Thence along Railroad Avenue and a curve turning to the left with a chord bearing of S 49° 25' 19" W, a delta of 00° 04' 13", a radius of 725.55' and a length of 0.89' to an iron pipe at the northerly side of the former railroad right of way;

Thence along the said railroad right of way the following two courses;

Along a curve turning to the left with a delta of 01° 26' 11", a radius of 2917.01' and a length of 73.12' to a rebar set with ID cap;

Thence S 74° 30' 19" W, a distance of 414.75' to a rebar set w/ID cap at land of Michael & Leopold Dionne;

Thence along land of said Dionne the following two courses;

N 49° 04' 33" W, a distance of 4.45' to an iron pipe;

Thence N 49° 04' 33" W, a distance of 180.58' to an iron pipe at land of Lauren Wain;

Thence along land of said Wain N 40° 41' 28" E, a distance of 99.87' to an iron pipe at land of Wendy Jackson;

Thence along land of said Jackson N 40° 04' 51" E, a distance of 99.12' to a rebar set w/ID cap at land of Leonard & Juliette Lavoie Revocable Trust;

Thence along land of said Leonard & Juliette Lavoie Revocable Trust the following three courses;

S 49° 33' 37" E, a distance of 7.26 to a rebar set w/ID cap;

Thence N 39° 20' 05" E, a distance of 184.32' to a rebar set w/ID cap;

Thence N 53° 47' 52" W, a distance of 109.98' to a granite bound set w/drill hole at the southerly side of St. Laurent Street;

Thence along St. Laurent Street N 40° 23' 18" E, a distance of 61.12' to a granite bound set w/drill hole at land of 3rd Green Property Management, LLC;

Thence along land of said 3rd Green Property Management, LLC the following two courses;

S 49° 36' 42" E, a distance of 13.43' to a rebar set w/ID cap;

Thence N 59° 44' 20" E, a distance of 149.98' to a rebar set w/ID cap;

Thence N 69° 45' 01" E, along land of said 3rd Green Property Management, LLC and land of Kevin & Carla O'Rourke a distance of 124.48' to a drill hole at the beginning of a stonewall;

Thence continuing along land of said O'Rourke the following two courses;

N 70° 06' 56" E, along the stonewall a distance of 56.00' to a rebar set w/ID cap;

Thence N 74° 25' 26" E, a distance of 17.83' to a drill hole in a boulder at land of Donna & Gregory Keefe Jackson;

Thence along land of said Jackson S 20° 53' 04" E, a distance of 140.12' to a rebar set w/ID cap set at land of Piscassic Real Property Limited Partnership;

Thence along land of said Piscassic Real Property Limited Partnership the following three courses;

S 63° 47' 01" W, a distance of 106.58' to a rebar set w/ID cap;

Thence S 02° 35' 25" W, a distance of 40.13' to a granite bound;

Thence S 24° 12' 19" E, a distance of 224.41' to a rebar to be set at the easterly edge of the proposed Briggs Avenue;

Thence along Briggs Avenue the following nine courses;

Thence N 46° 56' 50" W, a distance of 6.79' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 06° 51' 01", a radius of 325.00' and a length of 38.86' to a granite bound to be set;

Thence N 53° 47' 52" W, a distance of 195.82' to a granite bound to be set;

Thence along a curve turning to the left with a delta of 270° 00' 00", a radius of 87.00' and a length of 409.98' to a granite bound to be set;

Thence N 36° 12' 08" E, a distance of 12.00' to a granite bound to be set;

Thence along a curve turning to the right with a delta of 90° 00' 00", a radius of 25.00' and a length of 39.27' to a granite bound to be set;

Thence S 53° 47' 52" E, a distance of 83.82' to a granite bound to be set;

Thence along a curve turning to the right with a delta of $06^{\circ} 51' 01''$, a radius of 275.00' and a length of 32.88' to a granite bound to be set;

Thence S $46^{\circ} 56' 50''$ E, a distance of 98.06' to the granite bound to be set at the point of beginning;

The above-described Parcel is stated by the Plan noted below as containing approximately 186,579 square feet or 4.28 acres including the area inside of the cul-de-sac, and is shown as Condominium Lot on a plan entitled "Subdivision & Boundary Line Adjustment Plan for Harbor Street Limited Partnership, land of Leonard & Juliette Lavoie Revocable Trust (Tax Map 29, Lot 224) and land of Piscassic Real Property Limited Partnership (Tax Map 29, Lot 237)" dated April 2, 2020 by Doucet Survey, Inc., and recorded with Rockingham County Registry of Deeds as Plan D-42757.

APPENDIX B

TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION

BYLAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. **Purpose.** The administration of the Condominium shall be governed by these Bylaws, which are annexed to the Declaration of TRAIL SIDE LANDING CONDOMINIUM and are made a part thereof. All present and future holders of any interest in the Condominium shall be members of TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION and shall hold said interest subject to these Bylaws as well as to the Declaration and the Rules promulgated hereunder. Such Owners' Association is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code of 1954, as amended. No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, Section 1(c) hereof) to the benefit of any 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 Condominium and the use, occupancy, sale, lease, or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and any other Person who shall use the 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 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 principal office of TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION 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. **Unit Owners' Association.** All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration, and these Bylaws, shall constitute TRAIL SIDE LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION, which shall have the responsibility of administering the Condominium, establishing the means and methods of

collecting the assessments for Common Expenses, arranging for the management of the Condominium and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Condominium 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 herein below).

2. Voting.

- (a) Each Unit shall be entitled to one vote. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, 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 person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the vote of those Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners Association. If the Declarant owns or holds title to one or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such Unit is entitled.
- (b) At meetings, Roberts Rules of Order shall be followed in voting and conducting the meeting.
- (c) Voting procedure at other than duly authorized meetings will be as follows:
 - i. A list of the nominees for Directors or the question to be voted on is sent out to each Unit Owner (one vote per unit) in a ballot form.
 - ii. A ten-day response will be allowed.
 - iii. Only ballots cast will be counted.
 - iv. The answer to the question that receives the most cast votes will prevail, providing the requisite percentage votes, as described in this Bylaws and the Declaration, are cast.
 - v. The nominees for Directors which receive the five highest votes will become Directors. The one receiving the highest number of votes shall

be Director, as will the one receiving the next highest, etc., until five Directors are elected. However, in all cases, at least one Director shall be elected, even if only one vote is cast and that is for only one nominee.

3. 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.

4. Annual Meeting. This section is subject to the limitations of Section 25 et seq. of the Declaration, and where a conflict exists, said Section 25 et seq. shall be controlling. 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. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting, the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Board of Directors. 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, the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The foregoing notwithstanding, until three (3) years from the date of recording this Declaration, unless such control is sooner relinquished and turned over by the Declarant, the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. Special Meetings. 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 an Owner or Owners comprising a one-third (1/3) percentage of the total votes of the Association in writing. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail or electronic mail to the address provided by the Unit Owner, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of each annual meeting, and at least seven (7) days in advance of each special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. If the Unit Owner does not designate an address the Association shall deliver notices by hand delivery to the Unit, United States mail postage paid or commercially reasonable delivery service. The delivery or mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his

Condominium Unit by the Board 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 Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

9. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owners' Association until adjourned if persons entitled to cast more than 33 1/3 percent (33.3%) of the votes are present at the beginning of said meeting, in person or by proxy.

10. 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 meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of Board of Directors; (f) reports of committees; (g) election of Directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. 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 a record of all transactions occurring thereat. Roberts Rule of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these Bylaws, or the Condominium Act.

12. Meetings by Telephonic, Video, or Other Conferencing. The Association, Committees thereof, and the Board of Directors may meet by telephonic, video or other conferencing process, provided that the requirements of RSA 356-B:37-c are met.

13. Voting Without A Meeting. The Association may conduct a vote without a meeting. In that event, the following requirements apply:

(a) **Notification.** The Association shall notify the Unit Owners, in the manner prescribed by this document, that the vote will be taken by ballot and deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter.

(b) The ballot shall:

(i) Set forth each proposed action and provide an opportunity to vote for or against the action.

- (ii) Indicate the number of responses needed to meet the quorum requirements.
 - (iii) State the percent of votes necessary to approve each matter other than election of directors.
 - (iv) Specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than ten (10) days after the date the association delivers the ballot.
 - (v) Describe the time, date, and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.
- (c) A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.
- (d) Approval by ballot pursuant to this section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done by the Unit Owners' Association. 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 elect one of its members to serve as Chairman of the Board. 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) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses.
- (b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and method of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to carry out the administration of the Condominium. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

- (c) Providing for the operation, care, upkeep, replacement, and maintenance of all of the Common Area and services of the Condominium, including the drainage system throughout the condominium and compliance with the Bio-Retention Pond Inspection and Maintenance Manual attached as **Appendix E**.
- (d) Providing for the operation, care, replacement and maintenance of certain Limited Common Area and or utilities servicing a Unit(s), as may be determined by the Board of Directors from time to time.
- (e) Designating, hiring, controlling and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Area, and providing services for the Condominium 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.
- (f) Making and amending Rules respecting the use of the Condominium and enforcing by legal means the provisions of the Declaration, these Bylaws, and such Rules, and bringing any proceeding which may be instituted on behalf of the Owners.
- (g) 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 Condominium and repairs to, and restoration of, the Condominium, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (h) Keeping books with detailed accounts of the receipts and expenditures affecting the Condominium, and the administration of the Condominium. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. The books, records, financial statements and annual audited report of the Condominium as well as copies of the current Declaration, Bylaws and the Rules and Regulations shall be available for examination by prospective purchasers, and the Owners, their duly authorized agents or attorneys, and any holder, insurer or guarantor of a first Mortgage on a Unit(s) during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of such persons. A copy of the annual audit report shall be supplied to any holder, insurer or guarantor of a first Mortgage on any Unit in the Condominium who requests the same in writing to the Secretary.
- (i) To do such other things and acts not inconsistent with the Condominium Act,

these Bylaws, and with the Declaration.

- 2. Managing Agent.** The Board of Directors shall 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 powers granted to the Board of Directors by these Bylaws; provided that any actions of the Manager with respect to the powers set forth in paragraphs (b) and (f), of Section 1 of this Article III shall require the consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two years (2), and any such employment contract shall provide, inter alia, that such agreement may be terminated for cause upon no more than sixty (60) days written notice. The Declarant may enter into professional management contracts prior to transfer of control of the Unit Owners' Association to the Unit Owners. However, any such contract shall be terminable without cause or penalty upon 90 days notice.
- 3. Number of Directors and Initial Selection of Board and Term of Office.** This section is subject to the limitations of Section 25 et seq, of the Declaration, and where a conflict exists, said Section 25 et seq, shall be controlling. After Declarant no longer is a Unit Owner of record, the Board of Directors shall be composed of no less than one (1) or no less than the minimum number required by the Condominium Act, and no more than five (5) of the record Unit Owners, elected by the majority vote of all record Unit Owners, who shall remain as Directors for so long as each is a Unit Owner of record. Until the election of the Board of Directors takes place at the first annual meeting of TRAIL SIDE LANDING Condominium Unit Owners' Association, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. The Declarant may relinquish its rights hereunder at any prior time.
- 4. Term of Office.** The Directors shall hold office until they resign, no longer are a Unit Owner of record or until they are voted out by majority of the Unit Owners of record and a replacement Director is vote in by a majority of the Unit Owners of record.
- 5. Organization Meeting.** The first meeting of the members of the Board of Directors shall be at the same time and place as the first annual meeting of the Unit Owners at such place as shall be fixed by the Directors, and no notice shall be necessary to the Directors in order to legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.
- 6. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each quarter period after the annual meeting of the Unit Owners' Association. Notice of regular meetings of the Board of Directors shall be given to each Director and Unit Owner, personally or by mail, electronic mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association. Notice may be waived orally or in writing and no notice is required if an emergency

7. **Special Meetings.** Special meetings of the Board of Directors may be called by any one Director on ten (10) days notice to each Director. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place, and purpose of the meeting.

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 from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. **Vacancies.** Vacancies shall be filled by vote of the majority of the record Unit Owners, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy; and each person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that the vacancy of any Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. **Removal of Directors.** A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting.

12. **Compensation.** No Director shall receive any compensation for acting as a Director.

13. **Conduct of Meetings.** The President, or, in his absence, a president pro term 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 condominium.

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

15. Dispensing with Vote. Any action by 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.

16. 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. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws. 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 by them on behalf of the Owners, unless made in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws. It is also intended that the liability of any Owner arising out of any contract 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 such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interests of all of the Owners. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members 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 such proportion of the total liability thereunder as his undivided interest bears to the undivided interests of all Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether or not based in contract, by reason of the fact that he is or was a Director, or officer, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement incurred by him in connection with such action, suit, or proceeding unless he acted in bad faith, was guilty of willful misconduct, or acted contrary to the provisions of the Declaration or these Bylaws.

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 and all of whom may be one person. The Board may appoint such other officers as in its judgment may be necessary. All officers must be members of the Board of Directors.

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

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

4. **President.** The President shall be the chief executive officer. He, or his designate, shall preside at meetings of the Unit Owners' Association 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 committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Condominium a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

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

7. **Agreements, Contracts, Checks, etc.** All agreements, contracts, leases, checks, and other instruments of the Association for expenditures or obligations shall be executed by the President and Treasurer of the Association or by such other person or persons as may be designated in writing by the Board of Directors.

8. **Compensation of Officers.** No officer shall receive any compensation for acting as an officer.

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-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors.
- (b) **Preparation and Approval of Budget.** Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Area and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws, or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Condominium and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by the Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.
- (c) **Assessment and Payment of Common Expenses.** The total amount of the estimated funds required for the operation of the Land 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 in proportion to the number of votes in the Unit Owners' Association appertaining to his Unit, and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. However, Declarant shall not be charged or obligated to pay any assessment or reserves for Units that are unbuilt for any month for which an assessment shall be made. For any Units that have been completed but not sold, Declarant shall be charged a portion of the monthly assessment equal to that Unit's share of the insurance premium. If Declarant shall allow any Units to be occupied prior to sale, then Declarant shall be charged the regular assessment for that Unit. Declarant shall not be responsible to pay monthly assessments for unsold Units except as hereinbefore provided but shall be responsible for any deficit or shortfall in the common expense fund that may arise during the period of time when the Declarant shall control the Unit Owners' Association. Initially, assessments shall commence on the date of the sale of the first Unit, in each phase. The basis of the assessment will be the projected budget. Thereafter 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. The 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 votes in 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.

- (d) **Reserves.** The Board of Directors shall, as they may deem necessary, build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which shall be funded by regular monthly payments as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessments, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association and which may be payable in a lump sum, or in installments as the Board of Directors may determine. The Board of Directors shall serve Notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount or, if the additional assessment is not payable in installments, the amount of such assessments.
- (e) **Initial Assessment.** When the first Board of Directors takes office, it shall determine the budget, as defined in this Section, for the period commencing upon the recording of this Declaration at the Rockingham County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section.
- (f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted

budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until 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.

- (g) **Capital Reserve.** The Board of Directors, or the Declarant if the Board has not been established, may, but shall not be obligated to, establish a working capital fund equal to two (2) months estimated Common Charges for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each Unit's share of the working capital fund shall be collected at the time the initial sale of the Unit is closed and shall be transferred to the Unit Owners' Association for deposit in a segregated fund. Within sixty (60) days after the closing of the first Unit, the Declarant shall pay each finished but unsold Unit's share of the working capital fund to the Unit Owners' Association or to the segregated fund if the Unit Owners' Association has not been established. The Declarant, however, shall be entitled to reimburse itself for this payment from the funds collected at closing when the unsold Units are sold.

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 Condominium Unit subsequent to transfer by him of such Condominium Unit. The purchaser of a Condominium Unit or other acquiring Owner by virtue of any transfer 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 acquirer therefor; provided, however, that any such acquiring Owner of transferring Owner shall be entitled to a recordable statement from the Chairman of 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 Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to furnish or make available such a statement within ten (10) days from receipt of such request in writing shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall 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, his successors and assigns, shall not be liable for the payment of any Common Expenses assessed prior to the acquisition of title to said Unit by said Mortgagee or purchaser pursuant to the aforesaid remedies, and the Condominium Unit shall not be subject to a lien for same. The 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 or 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. Maintenance and Repair.

- (a) **By the Board of Directors.** Except as otherwise provided in Section 4 (b) below, the Board of Directors 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 expense shall be charged to such Owner), of all of the Common Area, which includes the roads which shall remain Common Area, the bio-retention pond, whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense.
- (b) **By the Owner.** Except for the portions of his Unit required to be maintained, repaired, and replaced by the Board of Directors, each Owner shall be responsible for the maintenance, repair, and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to any interior walls, finished interior surface of ceiling and floors, kitchen and bathroom fixtures and appliances and those parts of the heating, plumbing, and electrical systems which are wholly contained within his Unit and serve no other Unit. Each Owner shall be responsible for performing the normal maintenance of his Limited Common Area, including keeping it in a clean, sanitary and safe condition, and repairing or replacing it as needed. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, 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. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible. Notwithstanding the above, the Board of Directors shall plow each Unit's driveway, mow each Unit's lawn, and pump each Unit's septic tank every three years, unless decided by the Board of Directors.
- (c) **Replacement Manner and Repair.** All repairs, and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality.

5. Additions, Alterations, or Improvements by the 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 One Thousand Dollars (\$1,000.00) during any period of

twelve (12) consecutive months, and the making of such additions, alterations, or improvements shall have been approved by a majority of the votes 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 One Thousand Dollars (\$1,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds (2/3rds) 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 Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or as determined by the Board of Directors.

6. Additions, Alterations, or Improvements by Owners. No Owner shall make any structural addition, alteration, or improvement in or to his Unit, or to his Limited Common Area, which improvement value is greater than Two Thousand Dollars (\$2,000.00) without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate, or otherwise change the external appearance of his Unit, including the doors and windows, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration, or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration, or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

7. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated Prohibitions shall not be permitted, and the Board 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 Units or the Condominium except as authorized in writing by the Board. This restriction shall not apply to advertisements, signs, or posters utilized by the Declarant, or its agents, in selling or leasing the units.
- (b) No clothing, laundry, rugs or other objects shall be hung, shaken or thrown from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view. All refuse and trash shall remain within the Unit until the designated day of trash collection and then it shall be placed in locations specifically designated by the Board. Said trash collection to be done by private contractor as a Common Expense of the Association.
- (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 Units unless they are accompanied by an adult person and carried or leashed and any pet waste picked up. 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 nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.
- (e) No owner, tenant, or guest shall allow the installation of wiring for electrical or telephone use, television antennas, which protrudes through the walls or the roof of the building or is otherwise visible on the exterior of the 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 in, on, or to the Common Area which may impair the structural integrity of the Condominium, 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 and the approval of the Town of Epping, if applicable.
- (h) No Owner, tenant, or guest shall 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) There will be no outside storage of any kind which includes boats and recreational vehicles on either Limited Common or Common Areas.
- (j) There will be no maintenance of vehicles on either Limited Common or Common Areas.
- (k) No activity shall be done or maintained in any Unit or in 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 damage shall be committed in the Common Area.

- (l) In the use of 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.

8. Right of Access. An Owner shall grant a right of access to his Unit and any Limited Common Area pertaining thereto 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 or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owners. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration, or these Bylaws. Copies of the Rules and amendments thereto shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

10. Maintenance of Storm Water Structures. The Board of Directors shall make necessary arrangements to have the storm water structures, which consist of the detention basins, treatment swales, and catch basins inspected once a year and to perform any required maintenance to maintain the storm water structures. All catch basins shall have sediment removed as needed.

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 the structures within the Condominium; (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; and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

- (a) Fire insurance with standard extended coverage endorsement, vandalism, and malicious mischief endorsements insuring all the buildings in the Condominium, including without limitation all such portions of the interior of such buildings 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 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 buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as Manager for the Owners and their mortgagees as their respective interests may appear.

- (b) 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) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section I(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 for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.
- (c) Workmen's compensation insurance as required by law.
- (d) Fidelity Bond Coverage.
- (e) Such other insurance as the Board may determine.

2. General Insurance Provisions.

- (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section I above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section I (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.
- (b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Section I above: (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners, and members of the family of any Owner who resides with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has no control; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with

any warranty or condition with regard to any portion of the Condominium over which the Insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' written notice to all of the insured thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any other insurance clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor canceled for non-payment of premiums.

- (c) The Board may name as an insured, on behalf of the Owners' Association, the Owners' Association's authorized representative, including any Manager with whom such Owners' Association may enter into any Insurance Trust Agreement or any successor to such Manager, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance.
- (d) Each Unit Owner hereby appoints the Board, or the Owners' Association, or any Insurance Manager designated by the Board or the Owners' Association, as attorney-in-fact for the purpose of purchasing and maintaining any insurance policy required by the Declaration or to be purchased pursuant to vote of the Owners' Association, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all acts necessary to accomplish such purpose. The Board, Owners' Association, or Manager must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit owners and their first mortgages as their interests may appear.

3. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit owner's endorsement") for improvements and betterments to a Unit made or acquired at the expense of the Owner. Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2 (b) of this Article VI. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a policy to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expenses, vandalism or malicious mischief, theft, personal liability, and the like.

- (a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section 1 (a) above, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such

coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Secretary of the Association.

- (b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, 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 Dollars (\$1,000.00) and which are not reported to the Board.
- (c) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of Two Thousand Dollars (\$2,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any such improvements.
- (d) Each Owner should obtain liability insurance with respect to his ownership and/or use of his Unit.

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 Unit Owner may have designated to the Secretary; or 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 Section 3 (i) of the Declaration, in the event of damage to or destruction of all or part of the building 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 buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

2. Procedure for Reconstruction and Repair.

- (a) Immediately after a fire or other casualty causing damage to the building, 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.

- (b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repairs, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessment 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.
- (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 to the extent possible.
- (d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. Disbursements of Construction Funds.

- (a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.
- (b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers, and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.
- (c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.
- (d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE VIII

EMINENT DOMAIN

In the event that any of the Units or the Common Areas of the Condominium are affected by eminent domain proceedings, the following shall apply:

- (a) If a Unit is acquired by eminent domain, or if a part of a unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration and Bylaws, the award shall compensate the Unit Owner for his Unit and its Undivided Interest in the Common Area whether or not any of the Common Area has been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Undivided Interest in the Common Area shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective Undivided Interest of the remaining Units in the Common Area prior to the taking, and the Directors shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Area.
- (b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Undivided Interest in the Common Area. Upon acquisition, that Unit's Undivided Interest in the Common Area shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium at such date; and the reduction in interest in the Common Area of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective Undivided Interest of the remaining Units in the Common Area prior to the date of such taking.
- (c) If all or any portion of the Common Area is acquired by eminent domain, the Directors shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Directors pursuant hereto shall be brought or paid to the Directors naming the "Unit Owners' Association as Condemnation Managers for the benefit of Condominium, of the several Unit Owners and their respective Mortgagees." The Directors shall divide any portion of the award not used for restoration or repair of the remaining Common Area among the Unit Owners in proportion to their respective Undivided Interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Area which had been exclusively reserved to any Unit pursuant to the terms of the Declaration shall be paid to the Owner of such Unit or his Mortgagee. Each Unit Owner hereby appoints the Directors hereof as his attorney-in-fact for the foregoing purposes.

ARTICLE IX

SALES, LEASES, AND ALIENATION OF UNITS

1. No Severance of ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without expressly 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, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, and the granting of easements and dedication of certain Common Area as described in the Declaration or these Bylaws shall not be deemed a transfer within the meaning of this section. All leases or rental agreements for any Unit shall be in writing, shall be specified subject to the constituent documents, and shall be for a period not less than thirty (30) days.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses heretofore assessed by the Board of Directors with respect to his Unit, except as provided in Section 2 of Article V, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Chairman of the Board of Directors or the Treasurer shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessment previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, right of the Unit Owners' Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish such a statement within ten (10) days of receipt of such written request by the Chairman of the Board of Directors or the Treasurer shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors, and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act may be required as a prerequisite to the issuance of such a statement.

ARTICLE X

AMENDMENT TO BYLAWS

Amendment to Bylaws. Any amendments to the Bylaws shall comply with the requirements of Article 12 of the Declaration.

ARTICLE XI

MORTGAGES

1. **Notice to Board.** An Owner who mortgages his Condominium Unit shall notify the Board or Secretary of the name and address of his Mortgagee, and shall file a conformed copy of the Mortgage with the Secretary of the Association within two days of the recording of the Mortgage. The Secretary shall maintain suitable records pertaining to such Mortgage. An Owner shall promptly notify the Secretary when such Mortgage has been discharged in the Registry of Deeds.

2. **Notice of Unpaid Assessments for Common Expenses.** The Board or Treasurer, 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.** The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a Mortgage covering such Unit whose name and address has theretofore been furnished to the Board or Secretary. 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.

4. **Notice of Damage.** The Board of Directors shall notify: (i) the Mortgagee of a Unit whenever damage to the Unit covered by the Mortgage exceeds \$1,000.00 and the Board is made aware of such damage; and (ii) all Mortgagees whenever damage or loss to, or taking of, the Common Area exceeds \$10,000.00.

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

6. **Additional Notice to Mortgagees.** The Board of Directors shall provide each Mortgagee with timely notice of the following:

- (a) Any condemnation or causality loss that affects either a material portion or the Unit securing its Mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a Mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

ARTICLE XII

NOTICE

1. **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by 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; (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 Owners pursuant to this Section; or (iii) if to a Mortgagee, at the address provided to the Board by the Unit Owner pursuant to Article X.

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

ARTICLE XIII

COMPLIANCE AND DEFAULT

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

- (a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these 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 any 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 Board of Directors. 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 Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any other to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant, or condition of the 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 privilege as may be granted to such party by the 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 in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is greater, 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 Owners in an amount not to exceed Twenty-Five Dollars (\$25.00) per month, or ten cents (\$.10) per dollar on any amount so overdue, whichever is greater.
- (f) Abatement and Enjoinment 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: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass; (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Non-Compliance by Association. Failure by the Association to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include, without limiting the same, an action to recover sums due for money damages, injunctive relief, any other relief provided for in these Bylaws, or a combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Board of Directors or any aggrieved Unit Owner.

3. Lien for Assessments.

- (a) The total annual assessment of each Owner for the Common Expenses or any special assessment levied pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of each 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 Rockingham County Registry of Deeds in the form and manner prescribed in the said Act.
- (c) The lien assessments shall include interest, costs, and attorneys' fees as provided in Section 1 of this Article XII 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 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 the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.
- (d) Suit to recover a money judgment for unpaid assessment shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.
- (e) The lien once perfected on a Unit, shall be prior to all other liens and encumbrances on the Unit, except real estate taxes and first mortgages; however, a lien for the regular monthly common assessments unpaid during the six (6)-month period immediately preceding the filing of the memorandum required by RSA 356-B:46,III, together with all costs of collection, including reasonable

attorney's fees, shall be prior to the first mortgage.

ARTICLE XIV

RESALE BY PURCHASER

1. In the event of any resale of a Condominium Unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Owners' Association, prior to the contract date of the disposition, the following:

- (a) Any Unit Owner or purchaser of a Condominium Unit, having executed a contract for the disposition of the same, shall be entitled, upon request, to a recordable statement setting forth the amount of unpaid assessment currently levied against that Unit.
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' 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 Unit Owners' Association for the last fiscal year for which such statement is available.
- (e) A statement of the status of any pending suits or judgments in which the Unit Owners' Association is a party defendant.
- (f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Unit Owners' Association and what additional insurance coverage would normally be secured by each individual Unit Owner.
- (g) A statement that any improvements or alterations made to the Unit, or the Limited Common Areas assigned thereto, by the prior Unit Owner are not known to be in violation of the Condominium instruments.
- (h) A statement certifying to any waiver of, or failure or refusal to the exercise of any rights of first refusal or restraints on free alienability of the condominium unit being purchased, in all cases where such waiver, failure or refusal does in fact exist;
- (i) A statement of the amount of monthly and annual fees, and any special assessments made within the last three years; and
- (j) A copy of the Condominium Declaration, Bylaws and any formal rules of the

Association.

2. The principal officer of the Unit Owners' Association shall furnish the statements prescribed by this Article upon the written request of any prospective Unit owner within ten (10) days of the receipt of such request.

3. In the event of any resale of a Condominium Unit by any person other than the Declarant, the new Unit Owner shall notify the Secretary of his name and address and shall file a conformed copy of the deed with the Secretary within two (2) days of the recording of the deed.

ARTICLE XV

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 the Condominium Act, the provisions of the Condominium Act 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. The Association may amend or revise the condominium documents to comply with the requirements of RSA 356-B without the need to obtain mortgagee approval if the changes do not affect the mortgagee's equity or security interest in the property.

3. **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same.

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.

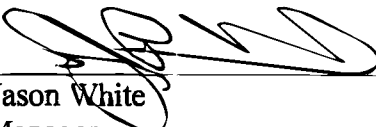
5. **Gender, etc.** Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

6. **Conflict.** Whenever a conflict exists between terms in the Bylaws and the Declaration, the terms of the Declaration shall be controlling.

[The signature follows on the next page.]

9 IN WITNESS WHEREOF, Declarant has caused these Bylaws to be executed this day of September, 2021.

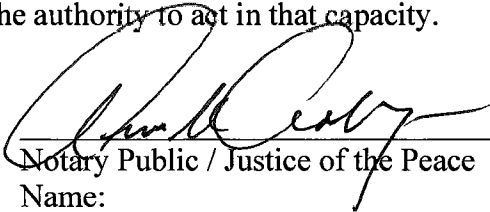
**DECLARANT OF TRAIL SIDE LANDING CONDOMINIUM:
JPAC Builders, LLC**


By: Jason White
Its: Manager
Duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this 9 day of September, 2021, before me, the undersigned notary public, personally appeared Jason White in his capacity as Manager of JPAC Builders, LLC, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose, and that he has the authority to act in that capacity.


Notary Public / Justice of the Peace
Name:
Commission expires:



APPENDIX C

LIST OF UNIT NUMBERS AND PERCENTAGE INTEREST

Unit Number	Street Address	Percentage Interest
1A	Trail Side Circle	50%
1B	Trail Side Circle	50%

APPENDIX D

CONVERTIBLE LAND

See the Condominium Plan for the Convertible Land Parcels which may be added to the Condominium in one or more phases. The metes and bounds of each Convertible Land Parcel is shown on the Plan.

APPENDIX E

See attached Stormwater Management/BMP Inspection and Maintenance Plan

**RR Ave & St Laurent St
Epping
NH-1161**

**STORMWATER MANAGEMENT/BMP INSPECTION & MAINTENANCE
PLAN**

Proper construction, inspections, maintenance and repair are key elements in maintaining a successful stormwater management program on a developed property. Routine inspections ensure permit compliance and reduce the potential for deterioration of infrastructure or reduced water quality.

For the purpose of this Stormwater Management Program, a significant rainfall event is considered an event of three (3) inches in a 24-hour period or 0.5 inches in a one-hour period. During construction, inspections should be conducted every week or after a 0.5" rainfall event in a 24-hour period per the EPA SWPPP (or once per week), until the entire disturbed area is fully restabilized. Upon full stabilization of the project, inspections need only be conducted after a significant rainfall event as described above or as described in the maintenance guidelines below.

During construction activities Harbor Street Limited Partnership of Stratham, NH, or its heirs and/or assigns, shall be responsible for inspections and maintenance activities. The Homeowners shall be responsible for ongoing inspection and maintenance of the common driveway and drainage treatment areas shall also be inspected and maintained by the private Riverside Condominium Owners Association. The owner is responsible to ensure that any subsequent owner or owners association has copies of the Log Form and Annual Report records and fully understands the responsibilities of this plan. The grantor owner will ensure this document is provided to the grantee owner by duplicating the Ownership Responsibility Sheet which is found toward the back of this document, which will be maintained with the Inspection & Maintenance Logs, provided to the Town of Epping Inspector with upon request.

Documentation:

A maintenance log will be kept (i.e. report) summarizing inspections, maintenance, and any corrective actions taken. The log will include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task (see Stormwater Construction Site Inspection Report attached). If a maintenance task requires the clean-out of any sediments or debris, the location where the sediment and debris was disposed after removal will be indicated.

BMP Maintenance Guidelines

The following provides a list of recommendations and guidelines for managing the Stormwater facilities. The cited areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris. The numbered drainage features below correspond to the specific numbered drainage feature locations on the attached plan.

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
2 of 12

DURING CONSTRUCTION:

1. STABILIZED CONSTRUCTION ENTRANCE

A temporary gravel construction entrance provides an area where mud can be dislodged from tires before the vehicle leaves the construction site to reduce the amount of mud and sediment transported onto paved municipal and state roads. The stone size for the pad should be between 1 and 2-inch coarse aggregate, and the pad itself constructed to a minimum length of 50' for the full width of the access drive. The aggregate should be placed at least six inches thick. A plan view and profile are shown on Sheet E1 - Sediment and Erosion Control Detail Plan.

1a. ENVIRONMENTAL DUST CONTROL

Dust will be controlled on the site by the use of multiple Best Management Practices. Mulching and temporary seeding will be the first line of protection to be utilized where problems occur. If dust problems are not solved by these applications, the use of water and calcium chloride can be applied. Calcium chloride will be applied at a rate that will keep the surface moist but not cause pollution.

1b. TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES

Function – Temporary erosion and sediment control devices are utilized during construction period to divert, store and filter stormwater from non-stabilized surfaces. These devices include, but are not limited to: silt fences, hay bales, filters, sediment traps, stone check dams, mulch and erosion control blankets.

Maintenance – Temporary erosion and sediment control devices shall be inspected and maintained on a weekly basis and following a significant storm event (>0.5-inch rain event) throughout the construction period to ensure that they still have integrity and are not allowing sediment to pass. Sediment build-up in swales will be removed if it is deeper than six inches. Sediment is to be removed from sumps in the catch basin semi-annually. Refer to the Site Plan drawings for the maintenance of temporary erosion and sediment control devices.

LONG-TERM MAINTENANCE:

2. Culverts:

Inspect existing culvert 2 times per year (preferably in spring and fall) to ensure that the culverts are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit and to repair any erosion damage at the culvert's inlet and outlet.

3. Drainage Swales/Stormwater Conveyances

Drainage swales will be stabilized with vegetation for long term cover as outlined below, and on Sheet 6 using seed mixture C. As a general rule, velocities in the swale should not exceed 3.0 feet per second for a vegetated swale although velocities as high as 4.5 FPS are allowed under certain soil conditions.

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
3 of 12

Maintenance

- Inspect annually for erosion, sediment accumulation, vegetation loss and presence of invasive species.
- Perform periodic mowing; frequency depends on location and type of grass. Do not cut shorter than Water Quality Flow depth (maximum 4 inches)
- Remove debris and accumulated sediment, based on inspection.
- Repair eroded areas, remove invasive species and dead vegetation, and reseed with applicable grass mix as warranted by inspection.

4. Stone Drip Edges

General inspection of the area must occur at least twice annually and following any rainfall event exceeding 2.5 inches in a 24 period.

1. If infiltration does not drain within a 72 hours following a rain event, then a qualified professional should assess the condition of the facility to determine measures required to restore the infiltration function, including but not limited to removal of the accumulated sediments of reconstruction of the drip edge trench.

5. Wet Pond Maintenance

General inspection of the pond and any structural components must occur at least annually. The perimeter is mowed at least annually.

- Inspect outlet facilities for damage and clogging.
- Detention basins must be cleaned out after 25 percent of the main pond storage capacity is lost and forebays cleaned out after 50 percent of forebay capacity is lost.
- Adequate access must be provided and maintained for inspection and maintenance.
- General trash removal.

6. Pretreatment Structures

Inspect all upstream pre-treatment measures (fore bays, etc.) for sediment and floatables accumulation. Remove and dispose of sediments or debris as needed. Inspect structure on a semiannual basis by using inspection port and/or access structure. Remove sediment as needed when average depths reach 1”.

7. Vegetated Areas:

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

8. Invasive Species:

During maintenance activities, check for the presence of invasive plants and remove in a safe manner as described on the following pages. They should be controlled as described on the following pages.

Background:

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
4 of 12

Invasive plants are introduced, alien, or non-native plants, which have been moved by people from their native habitat to a new area. Some exotic plants are imported for human use such as landscaping, erosion control, or food crops. They also can arrive as "hitchhikers" among shipments of other plants, seeds, packing materials, or fresh produce. Some exotic plants become invasive and cause harm by:

- becoming weedy and overgrown;
- killing established shade trees;
- obstructing pipes and drainage systems;
- forming dense beds in water;
- lowering water levels in lakes, streams, and wetlands;
- destroying natural communities;
- promoting erosion on stream banks and hillsides; and
- resisting control except by hazardous chemical.

Methods for Disposing Non-Native Invasive Plants

Prepared by the Invasives Species Outreach Group, volunteers interested in helping people control invasive plants. Assistance provided by the Piscataquog Land Conservancy and the NH Invasives Species Committee. Edited by Karen Bennett, Extension Forestry Professor and Specialist.

Non-native invasive plants crowd out natives in natural and managed landscapes. They cost taxpayers billions of dollars each year from lost agricultural and forest crops, decreased biodiversity, impacts to natural resources and the environment, and the cost to control and eradicate them.

Lonicera tatarica

USDA-NRCS PLANTS Database / Britton, N.L., and

A. Brown. 1913. An illustrated flora of the northern United States, Canada and the British Possessions. Vol. 3: 282.

Invasive plants grow well even in less than desirable conditions such as sandy soils along roadsides, shaded wooded areas, and in wetlands. In ideal conditions, they grow and spread even faster. There are many ways to remove these non-native invasives, but once removed, care is needed to dispose the removed plant material so the plants don't grow where disposed.

Knowing how a particular plant reproduces indicates its method of spread and helps determine

the appropriate disposal method. Most are spread by seed and are dispersed by wind, water, animals, or people. Some reproduce by vegetative means from pieces of stems or roots forming new plants. Others spread through both seed and vegetative means.

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
5 of 12

New Hampshire Regulations

Prohibited invasive species shall only be disposed of in a manner that renders them nonliving and nonviable. (Agr. 3802.04)

No person shall collect, transport, import, export, move, buy, sell, distribute, propagate or transplant any living and viable portion of any plant species, which includes all of their cultivars and varieties, listed in Table 3800.1 of the New Hampshire prohibited invasive species list. (Agr 3802.01)

Because movement and disposal of viable plant parts is restricted (see NH Regulations), viable invasive parts can't be brought to most transfer stations in the state. Check with your transfer station to see if there is an approved, designated area for invasives disposal. This fact sheet gives recommendations for rendering plant parts non- viable.

Control of invasives is beyond the scope of this fact sheet. For information about control visit www.nhinvasives.org or contact your UNH Cooperative Extension office.

How and When to Dispose of Invasives?

To prevent seed from spreading remove invasive plants before seeds are set (produced). Some plants continue to grow, flower and set seed even after pulling or cutting. Seeds can remain viable in the ground for many years. If the plant has flowers or seeds, place the flowers and seeds in a heavy plastic bag "head first" at the weeding site and transport to the disposal site. The following are general descriptions of disposal methods. See the chart for recommendations by species.

Burning: Large woody branches and trunks can be used as firewood or burned in piles. For outside burning, a written fire permit from the local forest fire warden is required unless the ground is covered in snow. Brush larger than 5 inches in diameter can't be burned. Invasive plants with easily airborne seeds like black swallow-wort with mature seed pods (indicated by their brown color) shouldn't be burned as the seeds may disperse by the hot air created by the fire.

Bagging (solarization): Use this technique with softer- tissue plants. Use heavy black or clear plastic bags (contractor grade), making sure that no parts of the plants poke through. Allow the bags to sit in the sun for several weeks and on dark pavement for the best effect.

Tarping and Drying: Pile material on a sheet of plastic

Japanese knotweed

Polygonum cuspidatum USDA-NRCS PLANTS Database / Britton, N.L., and A. Brown. 1913. An illustrated flora of the northern United States, Canada and the British Possessions. Vol. 1: 676.

and cover with a tarp, fastening the tarp to the ground and monitoring it for escapes. Let the material dry for several weeks, or until it is clearly nonviable.

Chipping: Use this method for woody plants that don't reproduce vegetatively.

Burying: This is risky, but can be done with watchful diligence. Lay thick plastic in a deep pit before placing the cut up plant material in the hole. Place the material away from the edge of the plastic

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
6 of 12

before covering it with more heavy plastic. Eliminate as much air as possible and toss in soil to weight down the material in the pit. Note that the top of the buried material should be at least three feet underground. Japanese knotweed should be at least 5 feet underground!

Drowning: Fill a large barrel with water and place soft-tissue plants in the water. Check after a few weeks and look for rotted plant material (roots, stems, leaves, flowers). Well- rotted plant material may be composted. A word of caution- seeds may still be viable after using this method. Do this before seeds are set. This method isn't used often. Be prepared for an awful stink!

Composting: Invasive plants can take root in compost. Don't compost any invasives unless you know there is no viable (living) plant material left. Use one of the above techniques (bagging, tarping, drying, chipping, or drowning) to render the plants nonviable before composting. Closely examine the plant before composting and avoid composting seeds.

Be diligent looking for seedlings for years in areas where removal and disposal took place.

Suggested Disposal Methods for Non-Native Invasive Plants

This table provides information concerning the disposal of removed invasive plant material. If the infestation is treated with herbicide and left in place, these guidelines don't apply. Don't bring invasives to a local transfer station, unless there is a designated area for their disposal, or they have been rendered non-viable. This listing includes wetland and upland plants from the New Hampshire Prohibited Invasive Species List. The disposal of aquatic plants isn't addressed.

Woody Plants	Method of Reproducing	Methods of Disposal
Norway maple (<i>Acer platanoides</i>) European barberry (<i>Berberis vulgaris</i>) Japanese barberry (<i>Berberis thunbergii</i>) autumn olive (<i>Elaeagnus umbellata</i>) burning bush (<i>Euonymus alatus</i>) Morrow's honeysuckle (<i>Lonicera morrowii</i>) Tatarian honeysuckle (<i>Lonicera tatarica</i>) showy bush honeysuckle (<i>Lonicera x bella</i>) common buckthorn (<i>Rhamnus cathartica</i>) glossy buckthorn (<i>Frangula alnus</i>)	Fruit and Seeds	<p>Prior to fruit/seed ripening Seedlings and small plants Pull or cut and leave on site with roots exposed. No special care needed. Larger plants Use as firewood. Make a brush pile. Chip.</p> <hr/> <p>After fruit/seed is ripe Don't remove from site. Burn. Make a covered brush pile. Chip once all fruit has dropped from branches. Leave resulting chips on site and monitor.</p>

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
7 of 12

oriental bittersweet (<i>Celastrus orbiculatus</i>) multiflora rose (<i>Rosa multiflora</i>)	Fruits, Seeds, Plant Fragments	Prior to fruit/seed ripening Seedlings and small plants Pull or cut and leave on site with roots exposed. No special care needed. Larger plants Make a brush pile. Burn. After fruit/seed is ripe Don't remove from site. Burn. Make a covered brush pile. Chip – only after material has fully dried (1 year) and all fruit has dropped from branches. Leave resulting chips on site and monitor.
	Method of Reproducing	Methods of Disposal
garlic mustard (<i>Alliaria petiolata</i>) spotted knapweed (<i>Centaurea maculosa</i>) Sap of related knapweed can cause skin irritation and tumors. Wear gloves when handling. black swallow-wort (<i>Cynanchum nigrum</i>) May cause skin rash. Wear gloves and long sleeves when handling. pale swallow-wort (<i>Cynanchum rossicum</i>) giant hogweed (<i>Heracleum</i> <i>mantegazzianum</i>) Can cause major skin rash. Wear gloves and long sleeves when handling. dame's rocket (<i>Hesperis matronalis</i>) perennial pepperweed (<i>Lepidium latifolium</i>) purple loosestrife (<i>Lythrum salicaria</i>) Japanese stilt grass	Fruits and Seeds	Prior to flowering Depends on scale of infestation Small infestation Pull or cut plant and leave on site with roots exposed. Large infestation Pull or cut plant and pile. (You can pile onto or cover with plastic sheeting). Monitor. Remove any re-sprouting material. During and following flowering Do nothing until the following year or remove flowering heads and bag and let rot. Small infestation Pull or cut plant and leave on site with roots exposed. Large infestation Pull or cut plant and pile remaining material. (You can pile onto plastic or cover with plastic sheeting). Monitor. Remove any re-sprouting material.

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
8 of 12

common reed (<i>Phragmites australis</i>) Japanese knotweed (<i>Polygonum cuspidatum</i>) Bohemian knotweed (<i>Polygonum x bohemicum</i>)	Fruits, Seeds, Plant Fragments Primary means of spread in these species is by plant parts. Although all care should be given to preventing the dispersal of seed during control activities, the presence of seed doesn't materially influence disposal activities.	Small infestation Bag all plant material and let rot. Never pile and use resulting material as compost. Burn. Large infestation Remove material to unsuitable habitat (dry, hot and sunny or dry and shaded location) and scatter or pile. Monitor and remove any sprouting material. Pile, let dry, and burn.
--	--	---

In the event that invasive species are noticed growing in any of the stormwater management practices, the invasive vegetation shall be removed completely to include root matter and disposed of properly. Prior to disposal, the vegetation shall be placed on and completely cover with a plastic tarp for a period of two – three weeks until plants are completely dead. If necessary or to expedite the process, spray only the invasive vegetation and roots with a systemic nonselective herbicide after placement on the tarp (to prevent chemical migration) and then cover as described above.

Annual Report:

Description: The owner is responsible to keep an **I & M** Activity Log that documents inspection, maintenance and repairs to the storm water management system. The original owner is responsible to ensure that any subsequent owner(s) have copies of the Stormwater System Operation and Maintenance Plan & Inspection and Maintenance Manual, copies of past logs and check lists. This includes any owner association for potential condominium conversion of the property. The Annual Report will be prepared and submitted to the Epping DPW upon request.

STORMWATER CONSTRUCTION SITE INSPECTION REPORT**Inspection & Maintenance Manual Checklist**

**RR Ave & St Laurent St
Epping, NH**

BMP / System	Minimum Inspection Frequency	Minimum Inspection Requirements	Maintenance / Cleanout Threshold
Pavement Sweeping	Twice Per Year	N/A	N/A
Litter/Trash Removal	Routinely	Inspect swale areas.	Site will be free of litter/trash.
Deicing Agents	N/A	N/A	Use salt as the primary agent for roadway safety during winter.
Drainage Pipes	1 time per 2 years	Check for sediment accumulation & clogging.	Less than 2" sediment depth
Drip Edge / Infiltration Trench	2 times per year	Check for system drainage drawdown within 72 hours.	Greater than 72 hours drain time requires professional assessment
Wet Pond	Annually or After every 3" or rain or greater.	Outlet evaluation and vegetation evaluation.	Remove dead & diseased vegetation along with all debris; Remove any woody vegetation.

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
10 of 12

Annual Report	1 time per year	Submit Annual Report to Town of Epping Inspector upon request	

Inspection Notes:

[illegible]

Harbor Street Limited Partnership: NH-1161
2/19/21

Epping, NH
12 of 12

Anti-icing Data Log Form			
Truck:			
Date:			
Air Temperature	Pavement Temperature	Sky	
Reason for applying:			
Road Name:			
Chemical: Sand/Salt - Salt - Other (List below) (Circle one)			
Application Time:			
Application Amount:			
Name:			