AMENDED DECLARATION OF CONDOMINIUM

NUBANUSIT NEIGHBORHOOD & FARM, A CONDOMINIUM

AMENDED DECLARATION made, this 28th day of June, 2018, by Nubanusit Neighborhood & Farm, A Condominium (the "Condominium"), amending a DECLARATION made and recorded on November 6, 2007 by Nubi River Partners, LLC ("Declarant"), a New Hampshire Limited Liability Company whose address is P.O. Box 176, Peterborough, New Hampshire 03458, which established the Condominium in accordance with New Hampshire Revised Statutes (RSA), Chapter 356-B (the "Condominium Act"), and an AMENDED DECLARATION made and recorded on August 19, 2014 by Nubanusit Neighborhood & Farm, A Condominium.

1. Submission and Declaration

a) As of November 6, 2007, the Declarant was the sole owner, in fee simple, of land and buildings at Steele Road, Peterborough, Hillsborough County, New Hampshire, described more fully in Exhibit A, by virtue of a warranty deed from the Austrian Riding Club, Inc. dated August 6, 2004, and recorded at the Hillsborough County Registry of Deeds, Book 7309, Page 2436, except to the extent said land or buildings or parts thereof have been conveyed as evidenced by deeds issued to purchasers.

b) By Declaration made November 6, 2007, the Declarant submitted the referenced land and buildings to the condominium form of ownership, in the manner provided by the Condominium Act.

2. Definitions
As provided in RSA 356-B:12(1), terms shall have the meanings specified in RSA 356-B:3, except as defined in this paragraph, in the By-Laws, or in the Plans.

a) "Association" or "UOA" means the Unit Owners Association for Nubanusit Neighborhood & Farm, A Condominium, as such Unit Owners Association is defined and authorized by the Condominium Act.

b) "By-Laws" means the by-laws of the Unit Owner's Association set out in Exhibit B to this Declaration, attached hereto as a part hereof, as they may be amended from time to time.

c) "Condominium" means "Nubanusit Neighborhood & Farm, A Condominium," a condominium which is established by the recordation of this Declaration, the By-Laws and the Plans.

d) "Condominium Act" means New Hampshire Revised Statutes Annotated Chapter 356-B, as amended from time to time.

e) "Declarant" means Nubi River Partners, LLC.

f) "Land" means the real property described in Exhibit A to this Declaration, attached hereto as a part hereof, together with all easements, rights and appurtenances but exclusive of all improvements.

g) "Owner" or "Unit Owner" means any Person who owns a Condominium Unit. No mortgagee shall be deemed to be an Owner or Unit Owner merely because of rights acquired under a mortgage.

h) "Property" means the Land and all improvements now or hereafter constructed thereon.

i) "Site Plan and Floor Plan" or "Plans" means the plans of the Property described herein and recorded herewith.

j) "Unit" means a portion of the Condominium, as shown on the Plans and as described in Paragraph 3(d) below.

3. Information required by RSA § 356-B:16, I

a) The name of this Condominium shall be "Nubanusit Neighborhood & Farm, A Condominium."

b) The Condominium is located on Steele Road, Peterborough, County of Hillsborough, in the State of New Hampshire.
c) The legal description of the Property is presented in Exhibit A, which is hereby incorporated as part of this Declaration.

d) Delineation of Units.

(i) Buildings. The condominium consists of sixteen residential buildings, a common building, a commercial building, a barn, and one or more accessory buildings, situated on a parcel of land as described in Exhibit A, and as further shown on a plan titled "As-built Condominium Site Plan, Nubanusit Neighborhood & Farm for Nubi River Partners, LLC, Steele Road, Peterborough, NH, Lot U026-008-000", prepared by SFC Engineering Partnership, Inc., dated November 14, 2007 and recorded with this declaration at the Hillsborough County Registry of Deeds. The residential buildings contain a total of twenty-nine (29) residential units. The commercial building comprises one unit (the Commercial Unit) and the barn and associated buildings comprise an additional unit (the Farm Unit).

(ii) Units. The 31 Units are numbered from 1a to 18, as shown on the Condominium Site Plans that accompany this Declaration. The 29 residential units are designated by a designation from 1a to 16d, the numeral portion of the designation referring to the building number, and the letter portion, if any, to the Unit within the building; the Commercial Unit is designated Unit 17; and the Farm Unit is designated Unit 18. The unit numbers and locations are:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th># Bedrooms</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>2</td>
<td>Building 1</td>
</tr>
<tr>
<td>1B</td>
<td>2</td>
<td>Building 1</td>
</tr>
<tr>
<td>1C</td>
<td>2</td>
<td>Building 1</td>
</tr>
<tr>
<td>1D</td>
<td>2</td>
<td>Building 1</td>
</tr>
<tr>
<td>2A</td>
<td>2</td>
<td>Building 2</td>
</tr>
<tr>
<td>2B</td>
<td>3</td>
<td>Building 2</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>Building 3</td>
</tr>
<tr>
<td>4A</td>
<td>2</td>
<td>Building 4</td>
</tr>
<tr>
<td>4B</td>
<td>3</td>
<td>Building 4</td>
</tr>
<tr>
<td>5A</td>
<td>2</td>
<td>Building 5</td>
</tr>
<tr>
<td>5B</td>
<td>3</td>
<td>Building 5</td>
</tr>
<tr>
<td>6</td>
<td>4</td>
<td>Building 6</td>
</tr>
<tr>
<td>7A</td>
<td>2</td>
<td>Building 7</td>
</tr>
<tr>
<td>7B</td>
<td>3</td>
<td>Building 7</td>
</tr>
<tr>
<td>8A</td>
<td>2</td>
<td>Building 8</td>
</tr>
<tr>
<td>8B</td>
<td>3</td>
<td>Building 8</td>
</tr>
<tr>
<td>9A</td>
<td>2</td>
<td>Building 9</td>
</tr>
<tr>
<td>9B</td>
<td>3</td>
<td>Building 9</td>
</tr>
<tr>
<td>10A</td>
<td>2</td>
<td>Building 10</td>
</tr>
</tbody>
</table>
The unit boundaries are described below, and shown on the Floor Plan recorded at the Hillsborough County Registry of Deeds with this Declaration. Each unit includes an undivided interest in all of the Common Area and Limited Common Area.

(iii) Boundaries of Units. The boundaries of each unit are shown in the Floor Plans previously described.

To the extent that walls, floors, and/or ceilings are designated as the boundaries of the units, all doors and windows therein, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such units, while all other portions of such walls, floors, and/or ceilings shall be deemed a part of the Common Areas.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the Common Area shall be deemed a part of the Common Area. Subject to the provisions above, all space, interior partitions, and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit.

Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and other apparatus designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a Limited Common Area appertaining to that unit exclusively.

e) Limited Common Areas.
Limited Common Areas are Common Areas assigned to the exclusive use of one or more, but less than all, Units, and include:

-Hallways,
-Decks and Patios,
-Storage sheds,
-Agricultural fields,
-Dooryards and lawns, and
-Other.

Additional Common Area may be designated as Limited Common Area as approved by the UOA subject to its decision making process or, if necessary, as voted consistent with Article II, § 3 of the Condominium’s By-laws.

The Owners of Units associated with each Limited Common Area shall be responsible for maintenance of such areas, including sweeping, removal of snow and mowing of grass, as appropriate. Unit Owners may plant and maintain additional landscaping within their Limited Common Area, subject to Agreement of the UOA.

f) Common Areas,

Common Areas are all parts of the premises that are not within the boundaries of any Unit and include:

the Land, together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A, and including all improvements to the Land except the Units;

the water supply, sewage disposal, electrical, telephone and cable system, to the extent such systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained within, and serving, only a single Unit, which portions shall be part of the Unit);

all stairways and hallways not within the boundaries of a Unit;

the roofs, foundations (other than the finished interior surfaces that may be within the boundaries of a Unit), columns and supports of the buildings; the perimeter walls, ceilings and floors of each Unit to the interior surfaces of the joists and studs; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal that serve more than a single Unit or serve the Common Area, whether located outside the boundaries of or within a Unit, and such facilities located within a Unit that
which serve parts of the Condominium other than the Unit within which they are located.

g) Allocation of Undivided Interest in the Common Areas.

Each Unit shall include an undivided interest in the Common Areas. The share of the interest held by each Unit shall be as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Weighted S.F. Area</th>
<th>Share of CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>1044.6</td>
<td>1.9366%</td>
</tr>
<tr>
<td>1B</td>
<td>1164.4</td>
<td>2.1587%</td>
</tr>
<tr>
<td>1C</td>
<td>1044.6</td>
<td>1.9366%</td>
</tr>
<tr>
<td>1D</td>
<td>1303.4</td>
<td>2.4164%</td>
</tr>
<tr>
<td>2A</td>
<td>1583.8</td>
<td>2.9362%</td>
</tr>
<tr>
<td>2B</td>
<td>1973.5</td>
<td>3.6587%</td>
</tr>
<tr>
<td>3</td>
<td>2091.6</td>
<td>3.8776%</td>
</tr>
<tr>
<td>4A</td>
<td>1707.5</td>
<td>3.1656%</td>
</tr>
<tr>
<td>4B</td>
<td>1973.5</td>
<td>3.6587%</td>
</tr>
<tr>
<td>5A</td>
<td>1707.5</td>
<td>3.1656%</td>
</tr>
<tr>
<td>5B</td>
<td>1973.5</td>
<td>3.6587%</td>
</tr>
<tr>
<td>6</td>
<td>2091.6</td>
<td>3.8776%</td>
</tr>
<tr>
<td>7A</td>
<td>1856.7</td>
<td>3.4422%</td>
</tr>
<tr>
<td>7B</td>
<td>1973.5</td>
<td>3.6587%</td>
</tr>
<tr>
<td>8A</td>
<td>1813.7</td>
<td>3.3624%</td>
</tr>
<tr>
<td>8B</td>
<td>1973.5</td>
<td>3.6587%</td>
</tr>
<tr>
<td>9A</td>
<td>1583.8</td>
<td>2.9362%</td>
</tr>
<tr>
<td>9B</td>
<td>2220.3</td>
<td>4.1162%</td>
</tr>
<tr>
<td>10A</td>
<td>1707.5</td>
<td>3.1656%</td>
</tr>
<tr>
<td>10B</td>
<td>2126.3</td>
<td>3.9420%</td>
</tr>
<tr>
<td>11</td>
<td>2507.5</td>
<td>4.6487%</td>
</tr>
<tr>
<td>12</td>
<td>2091.6</td>
<td>3.8776%</td>
</tr>
<tr>
<td>13</td>
<td>2337.9</td>
<td>4.3343%</td>
</tr>
<tr>
<td>14</td>
<td>2337.9</td>
<td>4.3343%</td>
</tr>
<tr>
<td>15</td>
<td>2687.9</td>
<td>4.9831%</td>
</tr>
<tr>
<td>16A</td>
<td>1044.6</td>
<td>1.9366%</td>
</tr>
<tr>
<td>16B</td>
<td>1303.4</td>
<td>2.4164%</td>
</tr>
<tr>
<td>16C</td>
<td>1044.6</td>
<td>1.9366%</td>
</tr>
<tr>
<td>16D</td>
<td>1303.4</td>
<td>2.4164%</td>
</tr>
<tr>
<td>17</td>
<td>2366.3</td>
<td>4.3869%</td>
</tr>
<tr>
<td>18</td>
<td>1000</td>
<td>1%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>53939.9</td>
<td>100.000%</td>
</tr>
</tbody>
</table>

The share of the Common Area allocated to each Unit was calculated based upon Agreement of the UOA with reference to the weighted square footage of the floor area of each unit derived from the Floor Plans. These allocations will change to reflect renovations or improvements that fall within the Agreement of the UOA as aforesaid. In the event that the Declarant elects to convert the Convertible Land within the Condominium to
additional Units, in accordance with this Declaration, the ownership shares of the Common Area stated above shall be reduced proportionally as provided in this Declaration.

h) Statement of Purpose and Restrictions as to Use. The Condominium is intended for a mix of residential, commercial and agricultural uses. The use of individual Units is subject to the following provisions, together with the provisions of the By-Laws and Agreements adopted by the UOA in furtherance of that intent:

  (f) Permitted Uses. Each Residential Unit shall be occupied and used only for residential purposes by the Owner and his or her family, or by tenants, guests, invitees or licensees of the Owner or of the tenant. Such use may include (1) Home Business and (2) Professional Uses and Customary Home Occupations that are permitted and approved under the zoning ordinances of Peterborough, subject to conditions imposed under any decision of any board of the Town of Peterborough, and subject to Agreements of the UOA. Owners may lease their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions of this Declaration, the By-Laws, and Agreements of the UOA.

The Commercial Unit shall be used only for the following uses, and only to the extent permitted by local zoning: professional offices, including doctors', dentists' and other healing arts offices and exam rooms, real estate or travel agents, accountants, lawyers, etc.; administrative offices of a business or non-profit organization; gifts shops; art studios and galleries; and museums or similar exhibit space. This commercial use shall occur primarily during daytime hours, 8 a.m. to 6 p.m.

The land and buildings described as Farm Unit 18 and the Limited Common Area associated with same shall be used only for agricultural purposes, including the growing of crops, flowers, and ornamental shrubs and trees; raising of livestock; dairy operations; boarding and training of horses, or for other purposes related to agriculture. No commercial operation or business may be carried out thereon except for (i) office use accessory to the agricultural or other operation, (ii) processing of agricultural products that is appropriately and necessarily conducted on a farm, and (iii) sales of food and other products produced at the Condominium or associated with the operations of authorized farm enterprises.

The Common Area shall be used only by the Owners, tenants in residence, and their guests, invitees and
licensees. Limited Common Areas shall be used only by the Owners, tenants in residence, and their guests, invitees and licensees of the Unit to which the Limited Common Area is assigned. The manner of use, charges or fees for said use, and the responsibilities for maintenance and repair of the Common Area and the Limited Common Area shall be governed by the By-Laws and any Agreements adopted by the UOA.-

Common Area includes Limited Common Areas. All Unit Owners own an undivided interest in the Common and Limited Common Areas, although Limited Common Areas are reserved for the exclusive use of Owners of Units to which such Limited Common Areas are assigned as shown on the Plans.

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

(III) Easements for Structural Encroachment. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser, shall be altered in any way by encroachment as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.
(IV) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units; 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, public utility lines and other Common Area located in any of the other Units and serving the Common Area or his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units and to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving other units or the Common Area and located in such Unit. The UOA shall have a right of access to each unit to inspect the same, to correct violations of the Agreements of the UOA or the By-Laws and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a 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.

(V) Units Subject to Declaration, By-Laws, and Agreements. This Declaration, the By-Laws, and any Agreements adopted by the UOA, as amended from time to time, all contain, or will contain certain restrictions as to use of the Units and other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the UOA, which shall be entitled to recover all reasonable costs and expenses of such actions, including attorney’s fees.

All Owners, tenants and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the By-Laws, and Agreements. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and UOA Agreements 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.
(VI) Condominium Subject to Easements for Ingress and Egress and Use. 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 Areas so long as such use is in accordance with this Declaration and By-Laws. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Areas so long as such use is in accordance with this Declaration and By-Laws.

i) Determination of Action Following Casualty Damage. 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, III, of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The UOA is hereby irrevocably appointed the agent for each Unit Owner, for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid not to the UOA but to a commercial bank or other institution as trustee for the benefit of the UOA, the Unit Owners or any mortgagees as their interests may appear.

j) Other Provisions. The UOA 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 Manager, if any, 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 herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(l) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all 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, ceilings 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 ($1,000.00) and are not reported to the UOA, such
insurance to be in an amount at least equal to the full replacement value of structures within the Condominium and payable to a commercial bank or other institution designated by the UOA as trustee for the Owners and their mortgagees, as their respective interests may appear;

(II) Public liability insurance in such amounts as the Steering Team 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) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section j(ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, need not insure against individual liability of a Unit Owner for negligence occurring within a Unit or within the Limited Common Area to which his or her Unit has exclusive use;

(III) Worker's compensation insurance as required by law;

(IV) Such other insurance as the UOA may determine;

(V) Owners shall have the right to insure themselves against loss to their personal property, loss to Unit improvements and/or negligence.

3a. Limits on Declarant's Obligation to Complete Certain Improvements

Declarant has no obligation to construct or complete any buildings or other improvements associated with the Farm Unit (Unit 18). The owner of Unit 18 shall be permitted to construct or cause to be constructed a barn and associated structures such as (but not limited to) silos within the footprint of the Farm Unit 18 as shown on the recorded condominium site plans to the maximum height permitted by the Peterborough Zoning Ordinance, and shall be entitled to construct farm structures such as (but not limited to) outbuildings, fences, gates, troughs, bins, and shelters within the area designated on the site plans as Limited Common Area for Unit 18. No improvements on the Unit 18 shall be made unless the plans for such improvements have been approved pursuant to pertinent UOA Agreements, including with respect to design review.

4. Convertible Land

This Condominium includes Convertible Land, as shown on the Site Plan, and as more fully described and controlled below. Declarant reserves the right to create Units or Limited Common Area within the Convertible Land, as follows:
(a) Description of Convertible Lands: The legal description of the Convertible Lands is presented in Exhibit A, and is hereby incorporated as part of this Declaration.

(b) Maximum number of units. No more than four (4) additional units may be created within the convertible land described above, along with Limited Common Area to be assigned to each unit or several such units.

(c) Permitted use. The units and Limited Common Area created out of the Convertible Land may be used only for single-family residential purposes, including such uses as set forth in ¶ 3 (h) above. Permitted accessory uses include gardens, cultivated fields, pastures, and the stabling and pasturing of horses and other farm animals, subject to Agreements of the UOA.

(d) Structures. The units within the Convertible Land are intended to be single-family residences set apart from each other with a minimum of shared facilities or services. Any structures built within the Convertible Land will be in harmony with the farm and neighborhood style of the Condominium. All permanent structures and all structures used for habitation will be constructed on site, and will be constructed of materials and with workmanship of comparable or higher quality than similar structures extant at the Condominium. Structures within the Convertible Land located at a considerable distance from and not visible to structures described by the original Condominium Declaration will have no further restriction on architectural style or building materials.

(e) Other improvements. Declarant may make other improvements within the Convertible Land, including roads, driveways, dark sky lighting, utilities, water supply, sewage treatment, fences, walls, and landscaping. Declarant may construct, within the Common Area as shown on the Site Plan, roads or driveways, utility connections and similar improvements to serve the Convertible Lands.

(f) Reserved right to create Limited Common Area. The Declarant reserves the right to create Limited Common Area within the Convertible Land, to assign such Limited Common Area to Units, and to designate Common Area that may subsequently be assigned as Limited Common Area. Declarant may designate any or all of the area of the Convertible Land as Limited Common Area or Common Area that may subsequently be assigned as Limited Common Area.

(g) Undivided interest in the Common Area, Participation. Each Owner of a Unit created within the Convertible Land shall be entitled to an undivided interest in the Common Area in proportion to the size of the Unit, calculated in a similar manner as the allocations of interests for Units described in section 3(g) of this Declaration, with each such additional Unit counted as having 2,500 square feet of area. Each
Unit Owner of a Unit created within the Convertible Land shall be entitled to participate in the Condominium decision making process on the same basis as other Owners pursuant to UOA Agreement.

(h) Declarant may elect to convert any or all of the Convertible Land to additional Units and/or Limited Common Area in accordance with this Declaration and Sections 20, 1 and 23 of the Condominium Act, at any time within five (5) years of the initial recording of this Declaration, or such additional time provided by an amendment to this Declaration adopted in accordance with Section 54 of the Condominium Act. Declarant shall be responsible for any registration requirements for additional Units as provided by Sections 48 to 55 of the Condominium Act.

5. Amendment of Declaration.

Except as otherwise provided in the Condominium Act and herein, this Declaration may be modified or amended by a seventy-five percent (75%) vote consistent with Article II, section 3 of the Condominium's By-Laws, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously. It is further provided, that (i) no such amendment shall be effective until evidence thereof has been duly recorded at said Hillsborough County Registry of Deeds pursuant to Section 34, IV, of the Condominium Act, (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, improvement, sale, lease or other disposition of such Unit(s), and (iii) no such amendments shall be contrary to the provisions of the Condominium Act.

6. No Revocation or Partition.

The Common Area shall remain undivided and no 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. Consent of First Mortgagees.

Notwithstanding any other provision of this Declaration, the By-Laws or UOA Agreements, unless prior written approval is given by the mortgagees holding first mortgages recorded at the Hillsborough County Registry of Deeds on at least seventy-five percent (75%) of the Units encumbered by mortgages, UOA shall not be entitled to:

a) By act or omission seek to abandon or terminate the Condominium;

b) Change the pro rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) for determining the undivided percentage interest of each Unit in the Common Area;
c) Partition or subdivide any Unit;

d) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause.); or

e) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

f) Nothing in this section shall be interpreted to require approval of the Declaration and By-Laws that created the Condominium from the holder of a mortgage from Declarant.

8. Priority of Mortgagees.

No provision of this Declaration, the By-Laws, or UOA Agreements shall be construed to grant to any Unit owner, or to any other party, any priority over any rights of first and second mortgagees of the Condominium Units pursuant to their mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.


Each Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and keeping of the interior of the Unit in good repair. Each Owner shall be responsible for the maintenance, repair or replacement of any bathroom fixtures, plumbing fixtures, appliances, heating equipment or lighting fixtures and other property which are not Common Area, and which are located in his or her Unit. Each Owner shall immediately notify the Manager or an officer of the UOA or its designee of any damage to or malfunction of any pipe, wire, or other utility installation which is Common Area within his or her Unit. No Owner shall permit any repair or other work (minor repairs excepted) in his or her Unit by anyone unless any such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Steering Team, and unless such repair or other work is performed in compliance with all governmental laws, ordinances, rules and regulations. Each Owner shall be responsible for all damage to any and all other Units or Common Areas resulting from his or her failure to make any of the repairs required to be made by him or her by this Section.
10. Prohibition Against Structural Changes by Owner or Tenant.

No Owner or tenant shall, without first satisfying the requirements regarding repair or other work set forth in Section 9 above and, in addition, obtaining written consent of the UOA:

a) make or permit to be made any structural alteration, improvement or addition in or to his or her Unit or in or to any other part of the Condominium except as approved under any UOA design review process;

b) tamper with any bearing wall or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Building or 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 permanently decorate any portion of the exterior of the Building or other structure in the Condominium or any Common Area therein.

11. Entry for Repairs.

The UOA shall have the irrevocable right, to be reasonably exercised by it or its agents, including the Manager, to enter any Unit when necessary in connection with any repair, maintenance or construction for which the UOA is responsible and shall have the irrevocable right, to be reasonably exercised by the UOA or its agents, including the Manager, or by any two or more Owners acting as a group, to enter any Unit 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 Owner as practicable, and any damage caused thereby or expense in connection therewith shall be repaired or satisfied by the UOA out of the Common Expense fund unless such emergency repairs are necessitated by the negligence of one or more Owners, in which case the negligent Owner or Owners shall bear the expense of such repairs.

12. Invalidity.

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

13. **Waiver.**

   No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of prior violations which may have occurred.

14. **Gender and Number.**

   The use of the masculine gender herein shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

15. **Conflict with UOA Agreements.**

   The provisions of the Condominium Declaration and By-Laws supersede UOA Agreements in the event of a conflict.

   IN WITNESS WHEREOF, by Nubanusit Neighborhood & Farm, A Condominium, has caused this Amended Declaration to be executed this 28th day of June, 2018.

   [Signature]
   Witness, [printed] Adam Bourque

   [Signature]
   by Melissa Maurer, President,
   Nubanusit Neighborhood & Farm, A Condominium
   7 Callies Common
   Peterborough, NH 03458

   STATE OF NEW HAMPSHIRE,
   COUNTY OF [illegible], SS:

   On the 28th day of June, 2018, before me personally appeared Melissa Maurer, President, Nubanusit Neighborhood & Farm, A Condominium, personally known to me or proven by satisfactory identification, which was [illegible], who acknowledged that he executed the foregoing instrument for the purposes therein contained.

   [Signature]
   Notary Public
   My commission expires: [illegible]
Exhibit A:
Legal Description of Submitted Property

A certain farm, or tract of land with the buildings thereon, situate in the westerly part of Peterborough, in the County of Hillsborough and State of New Hampshire, and bounded and described as follows:

Beginning on the highway leading from the center village to the Union Village at a point ranging or parallel with the center of the bridge (leading over the river to the premises); thence

1) Westerly on said highway to the east line of land formerly of Mark Wilder; thence

2) Southerly on said Wilder line to the southeast corner thereof; thence

3) Westerly along said Wilder land on the bank of the river to the line formerly of A.P. Morrison; thence

4) Following said Morrison line to the south line of land formerly of David Wilson; thence

5) Westerly on said line to the west side of the paper mill pond, so-called; thence

6) Skirting or following the shore of said pond to the Union Manufacturing Company’s east line now or formerly; thence

7) Southerly on said Company’s line to their southeast corner; thence

8) Westerly on said Company’s line to the northeast corner of land formerly of Jacob Upton; thence

9) Southerly on said Upton line and the line of lands formerly occupied by William Simmonds to John Q. Adams’ north line, now or formerly; thence

10) Easterly on said Adams’ line to the northeast corner thereof and the southeast corner of these premises; thence

11) Northeasterly by land formerly of George H. Longley to the end of the wall on the south side of his road; thence

12) Westerly bounding on the south side of said Longley Road and across the bridge to the bounds first mentioned, containing by estimation one hundred twenty (120) acres, more or less.

Together with the right of way over and through the land sold by John H. Steele to Jacob Upton as reserved by said Steele in his deed.
Reserving to A.P. Morrison and Mark Wilder, or their heirs or assigns, all the right which they or either of them have acquired by deed to the building or maintaining of mill dams and the right of flowage on or over any portion of the above-described premises.

Excepting and reserving from this conveyance that part conveyed by Richard G. Williams to David B. Ashton, dated April 1962, and described as follows:

A certain tract or parcel of land situated in the westerly part of Peterborough, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at a point thirty (30) feet south of the southeastern end of the abutment wall of the bridge at an iron pipe set in the ground; thence running southeasterly following the curvature of the road one hundred forty-one (141) feet to the northeasterly end of a stone wall; thence turning and running southeasterly along said stone wall sixty-two (62) feet, more or less, to a corner of stone walls at other land of David B. Ashton; thence turning and running southwesterly along said stone wall approximately two hundred fifty (250) feet to an iron pipe set in the ground beside the wall; thence turning and running northerly three hundred thirty-four (334) feet, more or less, to the point of beginning.

Said premises are subject to easement given by Ruth L.H. Swanson and A. Howard Swanson to the Public Service Company of N.H., dated September 11, 1953, and recorded in the Hillsborough County Registry of Deeds, Volume 1367, Page 328.

Being the same premises conveyed to Nubi River Partners, LLC by Warranty Deed of Austrian Riding Club, Inc. dated August 6, 2004 and recorded August 31, 2004 at Book 7309 Page 2436 of the Hillsborough County Registry of Deeds.
Legal Description of Convertible Land

The Convertible Land, as described in Section 4 of this Declaration, is further specified and described as follows:

A certain parcel of land located in the Town of Peterborough, County of Hillsborough, State of New Hampshire, and being more particularly described as follows:

Beginning at the southwesterly corner of the premises at an intersection of stone walls and at land of Lussier; thence

N 00° 26’ 06” W, a distance of 499.57 feet by said stonewall to a corner of stonewalls; thence

N 86° 07’ 18” E, a distance of 230.77 feet by said stonewall to an intersection of stonewalls; thence

N 34° 54’ 12” E, a distance of 688.23 feet by said stonewall to a point; thence

N 31° 09’ 54” E, a distance of 117.00 feet by said stonewall to a point; thence

N 21° 32’ 36” E, a distance of 219.38 feet by said stonewall to a point; thence

N 11° 44’ 48” E, a distance of 177.92 feet by said stonewall to a point; thence

S 24° 17’ 45” E, a distance of 1545.53 feet to a point; thence

N 66° 49’ 05” E, a distance of 133.72 feet to a point; thence

S 11° 26’ 58” E, a distance of 123.40 feet to a point; thence

S 41° 39’ 45” E, a distance of 30.84 feet to a point; thence

S 51° 06’ 03” E, a distance of 28.54 feet to a point; thence

S 83° 39’ 58” E, a distance of 46.41 feet to a point; thence

N 84° 39’ 18” E, a distance of 102.46 feet to a point; thence

N 14° 14’ 02” W, a distance of 205.21 feet to a point; thence

N 54° 41’ 33” E, a distance of 663.42 feet to a point; thence

S 46° 11’ 57” E, a distance of 479.61 feet to a point; thence
S 20° 55' 31" E, a distance of 156.38 feet to a point; thence

S 43° 08' 17" E, a distance of 241.56 feet to a point on a stonewall; thence

S 57° 39' 18" W, a distance of 286.09 feet by said stonewall to a point; thence

N 87° 30' 00" W, a distance of 1158.50 feet by said stonewall to a point; thence

N 85° 36' 12" W, a distance of 411.99 feet by said stonewall to a point; thence

N 84° 29' 18" W, a distance of 1024.73 feet by said stonewall to the point of beginning.

Said premises are subject to an easement given by Ruth L.H. Swanson and A. Howard Swanson to the Public Service Company of N.H., dated September 11, 1953 and recorded in the Hillsborough County Registry of Deeds Book 1367 Page 328.

Meaning and intending to describe a portion of the premises conveyed by deed recorded in Hillsborough County Registry of Deeds Book 7309 Page 2436. The premises described are depicted as Convertible Land on a plan entitled "Condominium Site Plan, Nubanusit Neighborhood & Farm for Nubi River Partners, LLC, Peterborough, NH, Lot U026-008-000", prepared by SFC Engineering Partnership, Inc., dated 12/7/2006 and recorded at the Hillsborough County Registry of Deeds, Plan #35247.
EXHIBIT B TO DECLARATION OF

NUBANUSIT NEIGHBORHOOD & FARM, A
CONDOMINIUM

AMENDED BY-LAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these By-Laws which are annexed to the Declaration of Nubanusit Neighborhood & Farm, A Condominium (the “Condominium”) and are made a part thereof, and all present and future holders of any interest in the Condominium shall hold said interest subject to these By-Laws, as well as to the Declaration and Agreements of the Unit Owners Association promulgated hereunder.

2. Definitions. Terms not defined herein or in the Declaration shall have the meanings specified in Section 3 of RSA 356-B (the “Condominium Act”).

   a) “Unit Owners Association” (the “UOA”) consists of all of the Unit Owners acting as a group in accordance with the Condominium Act, the Declaration, and these By-Laws;

   b) “Agreement” is a policy, agreement, guideline, decision or rule adopted by the UOA or a body authorized by the UOA.

3. By-Laws’ Applicability. The provisions of these By-Laws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All Owners, tenants, their guests, licensees, servants, agents, employees and any other person who shall use the Condominium, shall be subject to these By-Laws and to the Agreements of the UOA. 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 acknowledgement that such Owner, tenant or occupancy
has accepted and ratified these By-laws, the provisions of the Declaration and the UOA agreements and will comply with them.

4. Office. The address of the Condominium is Nubanusit Neighborhood & Farm, A Condominium, 7 Callie's Common, Peterborough, NH 03458, or at such other place as may be designated by the UOA.

ARTICLE II

UNIT OWNERS ASSOCIATION

1. Responsibility. The UOA 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 it may be required to perform by the Condominium Act.

2. Administration. The ongoing administration of the Condominium shall be performed by a Steering Team on behalf of the UOA. The Steering Team shall be selected and shall exercise such powers as provided in Article III of these By-Laws.

3. Decision Making, Voting and Supermajorities. UOA and team meetings shall be conducted by the process known as consensus decision-making except where voting is required. Unit Owners in good standing shall be entitled to participate in UOA meetings and the consensus decision-making process and to vote. Where voting is required under these Bylaws or the Condominium Declaration, then each Unit shall be entitled to one vote. Whenever a vote of the Unit Owners Association is required to amend the Declaration or Bylaws, it shall be effective if it is voted by Owners of Units that have seventy-five percent (75%) or more of the total vote cast in person or by proxy at a properly convened annual or special meeting of the Unit Owners Association. Unless otherwise specified in these Bylaws, or by the Declaration or Condominium Law, where these Bylaws require voting to adopt a decision of the Unit Owners Association, then such adoption shall be by majority vote (50.01% or more).

4. Agreements of the UOA. All agreements made by the UOA or to a team authorized by the UOA shall be either promptly posted to a dated book of agreements which shall be maintained by the Steering Team in the Condominium Common House, or in a dated compendium of all agreements to be distributed and made available electronically to the Condominium, updated from time to time throughout the calendar year.

5. Meeting Participation Requirements. An Owner shall be deemed to be in good standing and entitled to participate at any regular, annual, or
special meeting of the UOA if, and only if, he/she shall have fully paid all assessments made or levied and due against him/her or his/her Condominium Unit by the UOA and/or Steering Team as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his or her Condominium Unit.

6. Proxy. Only in cases where voting is required, the vote appertaining to any Owner may be cast pursuant to a proxy executed by or on behalf of the Owner. Proxies shall be signed, dated, delivered to the individual presiding at the meeting where the vote is being held, and recorded and retained for a period of not less than 3 years from the date of the unit owners association meeting.

7. Place of Meeting. Meetings of the UOA shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Steering Team or its Chair and stated in the notice of the meeting. Meetings of the UOA, teams, and Steering may be held by telephonic, video, or other conferencing process. Participation in such a meeting constitutes presence in person at such meeting.

8. Annual Meeting. The annual meetings of the UOA shall be on such date as may be designated by the Steering Team and announced by notice to Owners. At such annual meetings the Steering Team shall be selected by the UOA in accordance with the requirements of Article IV herein.

9a. Special Meetings. The UOA shall hold a special meeting to address any matter affecting the unit owners or the association if the Steering Team Chair, a majority of the Steering Team, or unit owners having at least 33 percent, or any lower percentage specified in the bylaws, of the votes in the UOA request that the Clerk call the meeting. If the UOA does not notify unit owners of a special meeting within 30 days after the requisite number or percentage of unit owners request the Clerk to do so, the requesting members may directly notify all the unit owners of an informational meeting, the purpose of which shall be to present the issue to fellow residents and unit owners. Only matters described in the meeting notice may be considered at a special meeting.

9b. Emergency Special Meetings. For a meeting to deal with an emergency, the minimum time to give notice may be reduced or waived. An elected officer may call an Emergency Special Meeting. Purposes of the meeting shall include, but are not limited to, any budget changes or proposal to remove an officer or member of the Steering Team.

10a. Notice of Annual or Regularly Scheduled Meeting. It shall be the duty of the Clerk to provide notice of each annual meeting, regularly scheduled meeting, or special meeting, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record in a manner
consistent with Article XI.

10b. Notice of Other or Special Meetings. It shall be the duty of the Clerk to provide notice of other meetings or a special meeting, at least seven (7) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record in a manner consistent with Article XI.

11. Quorum. A quorum shall be deemed to be present throughout any meeting of the Owners, until adjourned, if at least one-quarter of the residential units are represented at the beginning of such meeting. If a quorum is not met for an annual meeting, the board shall reschedule the meeting within 60 days and provide proper notice and proxies.

12. Conduct of Annual Meeting. The Steering Team Chair, or his or her designated alternative, shall preside over all annual meetings of the UOA and the Clerk shall keep the minutes of the meeting and shall record all transactions occurring and all Agreements made at the meeting.

13. Dispensing with Meeting. Any action by the UOA required or permitted to be taken at any meeting may be taken without a meeting in compliance with the following:

I. The association shall notify the unit owners, in the manner prescribed by RSA 356-B:37-a, 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.

II. The ballot shall:
   (a) Set forth each proposed action and provide an opportunity to vote for or against the action.
   (b) Indicate the number of responses needed to meet the quorum requirements.
   (c) State the percent of votes necessary to approve each matter other than election of directors.
   (d) 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 10 days after the date the association delivers the ballot.
   (e) 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.

III. Except as otherwise provided in the declaration or bylaws, a ballot is not revoked after delivery to the association by death or disability or attempted revocation by the person that cast that vote.
IV. 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.

14. Compensation. No Owner shall receive any compensation from the Condominium for acting in any capacity.

15. Disclosure of Financial Information and Meeting Minutes to Unit Owners

I. Financial information shall be presented on a profit and loss statement and shall be available to the unit owners 30 days prior to the annual meeting. The format of the profit and loss statement shall remain constant from year to year. It shall include specification of all revenues received in the budget year less future revenue liabilities, and specification of all expenses by general type. When the annual meeting is held before the end of the fiscal year, year-to-date spending shall be provided in each category, and a final year-end accounting shall be sent to each unit owner within 90 days of the close of the fiscal year.

II. Each unit owner shall have access to all financial information within 15 days of the unit owner’s request regarding any contracts, mortgages, loans, and the terms of such loans, and any outstanding debts and balances of all accounts held by the association. The individual accounts of unit owners shall not be included unless a lien for nonpayment of assessments or fees has been recorded, in which case, the account shall be disclosed pursuant to a request for financial information under this section.

III. Each unit owner shall have access to the names of all employees of the association and the salaries paid to employees with association funds, including any third party arrangements for services, except at time sharing condominiums where employees’ salaries shall be confidential unless disclosure is consented to by the association board of directors and the condominium manager, if there is a manager. If an employee is related to a board member, or is a former officer of the association, the board shall disclose this fact to the unit owners at the next regular or annual meeting.

IV. A fee may be charged to unit owners for provision of information requested beyond the last 3 fiscal years.

V. The secretary or other designee duly authorized by the board of directors shall take minutes of all meetings held in accordance with this section and RSA 356-B:37-c. The board of directors shall make copies of the minutes of all meetings available to the unit owners within 60 days of the meeting or 15 days of the date such minutes are approved by the board, whichever occurs first. The
association may opt to provide the minutes electronically or publish them on the association website, in which case the owners shall be informed of the web address. An electronic or paper copy of all meeting minutes shall be available to the unit owners for at least 3 years after the date of the meeting. The board shall respond to a unit owner's written request for the minutes within 15 days of receipt of the request.

VI. The board of directors may approve the minutes through the use of electronic means such as email, video conferencing, fax machine, or PDF files transmitted over the Internet.

ARTICLE III

STEERING TEAM

1. Powers and Duties. The affairs and business of the Condominium shall be managed by the Steering Team of the UOA. The Steering Team shall be the governing body of the UOA, and shall have all of the powers and duties necessary for the administration of its affairs and may do all such acts and things as are not prohibited by the Condominium Act or these By-Laws. The Steering Team shall have the power from time to time to take any actions or adopt any rules deemed necessary for the enjoyment of the Condominium provided that such actions or rules shall not be in conflict with the Condominium Act, the Declaration, these By-laws, or UOA Agreements. In addition to the general duties imposed by the Condominium Act or these By-Laws, the Steering Team shall have the power to, and be responsible for insuring implementation of, the following:

a) Preparation and adoption of an annual budget, in which there shall be established the assessment of each Unit for the Common Expenses;

b) Making assessments of Owners, and making special assessments as necessary to respond to an emergency by a 2/3 vote of the Steering Team and ratified in accordance with Article II Section 3, to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments, collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property;

c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium;

d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common
Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel for the performance of their duties and for the purchase of supplies and equipment coincident therewith, which supplies and equipment, if purchased, shall be deemed the common property of the UOA;

e) Proposing the making or amending of Agreements respecting the use of the Property, calling regular meetings of the UOA, enforcing the provisions of the Declaration, these By-Laws and such Agreements, and bringing any proceedings which may be instituted on behalf of the UOA in consultation therewith to the extent practicable;

f) Obtaining and maintaining insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premiums therefore and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty;

g) Maintaining books of account showing the receipts and expenditures of the UOA. These books shall be available upon reasonable request for examination by the Owners or their duly authorized agents or attorneys, during general business hours on business days;

h) To do such other things and acts not inconsistent with the Condominium Act, the Declaration or Agreements of the UOA.

i) Having a fiduciary duty to the condominium, including duties of care, loyalty, and obedience.

2. **Membership of Steering Team.** The Steering Team shall be composed of at least five persons selected by the UOA. Steering Team members shall be Owners or, subject to the will of the UOA, other persons.

3. **Selection and Term of Office.** At its first annual meeting, the UOA shall elect five members to the Steering Team: two members shall serve terms of one year; two shall serve terms of two years; and one shall serve a term of three years. Steering Team members shall serve until a successor is elected, if they remain in good standing and qualified. At each subsequent annual meeting, the UOA shall select Steering Team members to take the place of members whose terms are expiring, and such Steering Team members will serve three-year terms. Vacancies on the Steering Team may be filled by the UOA at any annual or special meeting. Any Steering Team member elected to fill a position that has become vacant shall serve the remainder of the term of the vacant position.
4. **Qualifications for and Removal of Steering Team Members.** Steering Team members shall be natural persons who may be Owners. In the case of an Owner that is not a natural person, any natural person who is eligible to execute a deed on behalf of such Unit Owner is eligible to serve as a Steering Team member. A Steering Team member may be removed before the expiration of his or her term by a majority vote of the Unit Owners Association under Article II herein at a duly convened meeting. The Owners may not consider whether to remove a member of the board of directors or an officer elected by the unit owners at a meeting of the unit owners unless that subject was listed in the notice of the meeting. The member or officer being considered for removal shall have a reasonable opportunity to speak before the vote.

5. **Meetings of the Steering Team.** Meetings of the Steering Team shall be held quarterly, or more frequently as called by the Steering Team Chair. The Steering Team shall reasonably notify its Members of the time and place of meetings at least seven days in advance. The Steering Team shall promptly and conspicuously post notices of the meeting (i) electronically, and optionally (ii) in the Common House of the Condominium. The Chair shall call a meeting of the Steering Team upon the written request of any two members thereof. Meetings shall be open to any Unit Owner or others as agreed upon by Steering Team. Steering Team members may waive the individual notice requirement for a specific meeting in writing within seven days of such meeting, and attendance at the meeting will be deemed to be such a waiver. Steering Team may take whatever actions it deems necessary to address exigent circumstances consistent with its powers and duties as aforesaid.

6. **Quorum.** A majority of the Steering Team shall be a quorum for the transaction of business at any meeting thereof. Any action by the Steering Team, unless otherwise required by these By-Laws or the Condominium Act, shall conform to UOA decision making agreements where practicable.

7. **Managing Agent.** The UOA may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the UOA, to perform such duties and services as the UOA shall authorize, including, but not limited to, the duties listed in Section I of this Article III. The UOA may delegate to the Manager all of the powers granted to the UOA or the Steering Team by these By-Laws; provided that any actions by the Manager with respect to the powers set forth in paragraph (b) of Section 1 of this Article III shall require the written consent of the Steering Team. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated for cause upon no more than ninety (90) days written notice. The UOA may require a background check for an employee of a managing agent or the association prior to employment, the cost of which shall be borne by the managing agent or the association.
8. **Fidelity Bonds.** The UOA may require that officers, agents (including the Manager) or employees of the Unit Owners Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

9. **Liability of Unit Owners and Steering Team Members.** It is intended that the liability of any Owner arising out of any contract made by the UOA shall be limited to the share of the total liability thereunder that is equal to the share of the undivided interest in the Common Area that is associated with that Owner's Unit. Every written agreement made by the UOA or by the Manager on behalf of the UOA shall, if obtainable, provide that Owners or the Manager, as the case may be, are acting only as agents for the UOA and shall have no personal liability thereunder and that each Unit Owner's liability thereunder shall be limited to the proportion of the total liability thereunder that corresponds with their share of the undivided interest in the Common Area. The UOA shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether or not based on contract, by reason of the fact that he/she is or was—an Officer, for expenses (including attorney's fees), judgment, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he/she acted in bad faith or was guilty of willful misconduct.

**ARTICLE IV**

**OFFICERS**

1. **Designation.** The principal officers of the Condominium shall be a Steering Team Chair, a Clerk, and a Treasurer, all of whom shall be elected annually by the UOA and will serve one-year terms. The UOA shall select one of the Steering Team members to serve as Chair. The offices of Treasurer and Clerk may be held by the same person.

2. **Selection of Officers.** The officers of the Condominium shall be selected annually by the UOA at the organization meeting and at each annual meeting thereafter and shall serve one-year terms at the pleasure of the UOA. Any vacancy in an office shall be filled by the UOA 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 chosen or appointed by the UOA may be removed before the expiration of his or her term by a majority vote of the Unit Owners Association under Article II herein at a duly convened meeting. The successor to any removed officer may be selected at any regular or special meeting of the UOA. The
Steering Team may make interim appointment of officer(s) if it is in the best interests of the Condominium. Any such interim appointment(s) by the Steering Team are to be in writing and considered by the UOA at its next meeting.

4. **Steering Team Chair.** The Chair shall be the chief executive officer; he, or his or her designated alternate, shall preside at meetings of the Steering Team and the annual or special meetings of the UOA, and shall be an ex officio member of all Teams or Ad Hoc Groups; he/she shall have general and active management of the business of the Condominium and shall see that all Agreements of the UOA are carried into effect, and shall prepare, execute, certify, and record amendments to the declaration on behalf of the association. He/she shall have all of the general powers and duties which are usually vested in or incident to the office of the president of a stock corporation organized under the laws of the State of New Hampshire.

5. **Clerk.** The Clerk, or his or her designated alternate, shall attend all meetings of the Steering Team and the annual and special meetings of the UOA, shall record the minutes of said proceedings in the Record Book of the Condominium, which may be electronic in nature and in a form similar to other records of the association. The Clerk shall keep the Record Book or its electronic form current. He/she shall give, or cause to be given, notice of all annual or special meetings of the UOA. The Clerk shall perform such other duties as may be prescribed by the UOA. The Clerk shall compile and keep current either in electronic form or at the principal office of the Condominium, a complete list of the Condominium Owners and tenants, their last known post office address, and, if provided, an electronic mail address. This list and Record Book or its electronic form shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

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

7. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, and other instruments of the Condominium for expenditures or obligations may be executed by any officer of the Condominium or by such other person or persons as may be designated by Agreement of the UOA. Checks may be executed by any one Officer or Steering Team member, except if the amount of any check exceeds five
thousand dollars ($5,000) then any two among Officers or Steering Team members must sign or approve electronically. In no event shall a signatory of a check be the Condominium Bookkeeper. Savings accounts, certificates of deposit, and other financial or investment accounts shall be administered in accordance with policies determined by Steering Team or the UOA.

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

**ARTICLE V**

**OPERATION OF THE PROPERTY**

1. **Determination of Common Expenses and Assessments Against Owners.**

   a) **Fiscal Year.** The fiscal year of the Condominium shall consist of the twelve (12) month period commencing on January 1 of one year and terminating on December 31 of the same calendar year. The fiscal year number shall be the same number as the calendar year which includes the last day of the fiscal year. The fiscal year herein established shall be subject to change by the UOA.

   b) **Preparation and Approval of Budget.** Each year the UOA shall ratify 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 UOA to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the UOA, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget, for good cause, may also grant concessions on common area expenses or direct dues that may benefit less than all units as may be recommended by Plenary and ratified by the UOA through the budget approval process. Such budget shall also include such reasonable reserves as the UOA considers necessary to provide a general operating reserve, and/or reserves for contingencies, repairs and replacements. Not later than 30 days after adoption of a proposed budget, the board of directors shall provide to all the unit owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium. Where voting is required, unless at that meeting 2/3 of all unit owners or any larger number specified in the declaration reject the
budget, the budget is ratified, whether or not a quorum is present.

c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the UOA shall be assessed against the Unit Owners. Each Owner shall be assessed on these dates a share of the amount of the total assessment proportional to that Unit’s share of the interest in the Common Area, and the assessment shall be a lien against each Owner’s Condominium Unit when perfected in accordance with the Condominium Act. On or before the first day of each of the months in such fiscal year after each assessment, each Owner shall be obligated to pay to the UOA one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions, or for any fiscal year that is less than or more than twelve months long, an equal portion of the assessment at the beginning of each full month in the fiscal year. Within ninety (90) days after the end of each fiscal year, the UOA shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves or any net shortage shall be managed in the discretion of the UOA pursuant to Agreement.

d) Reserves. The UOA shall 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 (b). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner’s assessment, the reserves are inadequate, the UOA may at any time levy a further assessment, which shall be assessed immediately against the Owners proportionately to their share of the interest in the Common Area, and which may be payable in a lump sum or in installments as the UOA may determine. The UOA shall promptly serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments. Funds paid on account of the special assessment shall be expended only for the purposes described in the vote.
e) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the UOA 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 or her allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

2. **Payment of Common Expenses.** All Owners shall be obligated to pay the Common Expenses assessed by the UOA pursuant to the provisions in Section 1 of this Article V. No Owner may exempt himself from liability for his or her contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or successor by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Unit Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefore; provided, however, that any such selling Owner or purchaser shall be entitled to a statement from the UOA or the Manager setting forth the amount of the unpaid assessments against the Unit and such purchaser 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 fourteen (14) days from receipt of such request shall extinguish the lien for unpaid assessments. Payments 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 purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for, the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their interest in the Common Area of the UOA.

3. **Collection of Assessments.** The UOA 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.


a) By the Unit Owners Association. Except as otherwise provided in Section 4(b) below, the UOA shall be responsible for the maintenance, repair and replacement (unless due to the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner), of all the Common Area, whether located inside or outside of the Units, the cost of which shall be charged to all Owners as a Common Expense.

b) By the Owner. Except for the portions of his or her Unit required to be maintained, repaired and replaced by the UOA, each Owner shall be responsible for the maintenance, repair and replacement, at his or her own expense, of his or her 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, ventilating and air conditioning, plumbing and electrical systems, or alternative energy systems such as photovoltaic or solar hot water, which are wholly contained within or upon his or her Unit or building or limited common area and serve Units in that building. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his or her Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water to the extent practicable, and shall make, at his or her own expense, all repairs thereto, beyond normal maintenance, cause or necessitated by his or her negligence, misuse or neglect. Each Owner shall keep the interior of his or her 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 or her 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 or her failure to make any of the repairs required to be made by him by this section. Each Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the UOA, or the Manager, any defects or need for repairs for which the UOA is responsible.

c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the UOA.
5. **Additions, Alterations or Improvements by Unit Owners Association.** Whenever in the judgment of the UOA the Common Area shall require additions, alterations or improvements, and the making of such additions, alterations or improvements shall have been approved by the UOA, said UOA shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense, or in such proportions as may be determined by the UOA where such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same.

6. **Additions, Alterations or Improvements by Owners.** No Owner shall make any structural addition, alteration or improvement in or to his or her Unit without complying with a design review process agreed upon by the UOA. No Owner shall paint or otherwise permanently change the external appearance of his or her Unit, including the doors and windows, or of any fence, or of any exterior surface of the Building, without complying with such design review process.

7. **Restrictions on Use of Units and Common Areas.** To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, the UOA has the right and authority by Agreement to exercise control over the use of the Units and Common Areas. Violation of the following enumerated prohibitions shall not be permitted, and the Steering Team is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

   a) In cases where a question of public unsightliness, inappropriate signage, health, safety, disturbance of the peace, or disorderly conduct is raised and the issue is outside the purview of current UOA Agreements, such matters will be subject to review and possible remedial action by the Steering Team if it finds that it is in the best interests of the UOA to do so;

   b) Notwithstanding "a" above, laundry may be hung from clotheslines (i) within the Limited Common Area associated with a Unit subject to reasonable rules established by the UOA or (ii) in Common Areas pursuant to UOA Agreement;

   c) Common household pets may be kept or maintained on the Property subject to Agreements of the UOA. Damage and/or harm caused by such pets may be subject to additional review and possible remedial action by the Steering Team;

   d) The Owner, Tenant, or Lessee of the Farm Unit (Unit 18 in the Declaration) or any part thereof shall be allowed to keep, maintain, raise, and offer for sale domestic farm animals within
the Farm Unit and the Limited Common Area assigned to that Unit.

e) Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration or these By-Laws or Agreement of the UOA. Nothing shall be altered or constructed in or removed from the Common Area, except upon Agreement of the UOA or, if time is of the essence, the Steering Team;

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

g) The Limited Common Areas associated with Units and Common Area which Unit Owners may be permitted to use shall not be used for dwelling purposes;

h) No Owner, tenant or guest shall direct, supervise, or in any manner attempt to assert control over any UOA employee;

i) The Common Area shall be used only for 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.** Owners and/or tenants in the Condominium shall grant a right of access to their Units to the UOA and the Manager, if any, and to any other person authorized by the UOA for the purpose of making inspections or for the purpose of correcting any condition originating in his or her unit and threatening another Unit or Common Area, and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his or her 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 Owner or tenant. In case of any emergency, such right of entry shall be immediate whether the Owner or tenant is present at the time or not.

9. **Parking.** All parking on the Property is a Common Area as shown on the Site Plan. Each residential Unit shall be assigned one parking space in a covered parking enclosure and entitled to one space in an open paved area. The size and locations of the parking areas to be used by Owners and tenants of the Condominium are subject to regulation by the UOA.

10. **Use of Common Area.** The UOA may adopt rules that reasonably restrict the hours and manner of use of the Common Area.
11. **Rules.** Rules concerning the operation and use of the Common Area may be promulgated and amended by Agreement of the UOA or as delegated by it, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Said Rules shall be furnished by the UOA to each household when they become effective.

**ARTICLE VI**

**INSURANCE**

1. **Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Unit Owners Association 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 UOA, officers, the Manager, if any, 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 below, 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 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 ($1,000.00) and are not reported to the UOA, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the UOA as trustee for the Owners and mortgagees as their respective interests may appear;

   b) Public liability insurance in such amounts as the UOA 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) for bodily injury and property damage per occurrence, insuring the UOA and all individuals referred to in Article VI, Section 1 (ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone 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) Such other insurance as the UOA may determine, except that the UOA shall not insure photovoltaic systems which are wholly contained within or upon a Unit or building or limited common area and serve Units in that building.

e) Fidelity bonding equal to at least the sum of three months of assessments on all units in the association, or greater should the operating checking and other similarly accessible accounts exceed that amount.


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

b) The UOA shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (i) shall contain waivers of subrogation by the insurer as to claims against the UOA, its employees and agents, the Manager, and Owners, 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 UOA 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 not be terminated or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance purchased individually by Owners or other mortgagees invalidate the coverage by the Condominium insurance policy; (vi) shall exclude policies obtained by individual Owners for consideration under any “no 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, Unit Owners Association, or any of their agents, employees or household members, nor cancelled for non-payment of premiums;

3. Individual Policies. Any Owner and any mortgagee may obtain at his or her 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 provided by the UOA, a "Homeowner's Policy" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

a) Each Owner may obtain additional insurance for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the UOA pursuant to this Article, and each Owner hereby assigns to the UOA 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 of the Owner) or certificates of insurance therefore shall be filed with the UOA upon reasonable request.

b) Each Owner should obtain insurance for his or her own benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his or her Unit which exceed a total value of One Thousand Dollars ($1,000.00) and which are not reported to the UOA.

c) Each Owner, prior to commencement of construction of such improvements, shall notify the Unit Owners Association of all improvements to his or her Unit (except personal property other than fixtures) which exceed One Thousand Dollars ($1,000.00) and upon receipt of such notice, the UOA shall, in its discretion, notify the insurer under any policy obtained pursuant to Paragraph 1(a) hereof, of any such improvements.

d) Each Owner should obtain liability insurance with respect to his or her ownership and/or use of his or her Unit.
4. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the UOA, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be furnished to each Owner by the Clerk or Treasurer of the UOA promptly and in accordance with Article XI Notice.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Subject to the provisions of Paragraph 3(j) of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, including a taking under the powers of eminent domain, the UOA 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 or her own Unit.

2. Procedure for Reconstruction and Repair.

   a) Immediately after a fire or other casualty causing damage to a building, the UOA 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 UOA determines to be necessary.

   b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective interests in the Common Areas of the UOA.

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

   d) Encroachments upon or in favor of Units that 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 if the reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.
3. **Disbursement of Construction Funds.**

a) The net proceeds of insurance collected on account of a casualty and the funds collected by the UOA 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 UOA.

b) The construction fund shall be paid by the UOA 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 building as are designated by the UOA.

c) It shall be presumed that the first monies 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 costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in the same proportion as which the assessments were collected.

d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

**ARTICLE VIII**

**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 or her 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 including all such interests, shall be deemed and taken to include the interest 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 By-Laws 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.

2. **Payment of Assessment.** No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his or her Unit unless and until he/she (or his/her personal representative) shall have paid in full to the UOA all unpaid Common Expenses theretofore assessed by the UOA with respect to his or her Unit, except as provided in Section 2 of Article V,
and shall have satisfied all unpaid liens with respect to his or her Unit, except mortgage. The UOA shall promptly furnish to any Owner (or his or her devisee or personal representative) requesting the same in writing pursuant to this Section, a statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amounts, 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, the right of the UOA to prevent the disposition of such Unit. Failure or refusal to furnish, within fourteen (14) days of receipt of such request by the UOA or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the UOA and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

3. Restrictions on Alienation of Units. The Steering Team shall maintain a list of persons who have expressed interest in joining the community by purchasing or leasing a Unit within the Condominium (the Prospective Resident Contact List). When an Owner intends to offer a Unit for sale, he or she shall immediately notify the Steering Team, as representatives of the Unit Owners Association, of the proposed terms. The Steering Team shall notify or cause to be notified the Unit Owners and other residents of the Condominium as well as those on the Prospective Resident Contact List with the intention of attempting to locate an interested buyer. The Unit Owner who intends to sell will allow 14 days to elapse from the date of such notification before proceeding to offer the Unit for sale elsewhere. A statement in writing in recordable form signed by an authorized member of the Steering Team shall be conclusive evidence that the provisions of this Article VIII, Section 3 have been complied with by the Owner. This section does not apply to the sale or transfer of a Unit to an immediate family member (spouse, civil union partner, parent, sibling, child or grandchild) of the Owner.

ARTICLE IX

AMENDMENTS TO BY-LAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these By-Laws may be modified or amended by a seventy-five percent (75%) vote of Units in good standing under Article II, section 3, provided that Notice of the proposed amendment (i) shall have been given to each Owner simultaneously and (ii) conforms with pertinent UOA Agreement(s), and further provided, however, that (a) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (b) this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is
the Owner of one or more Units, no amendment to the By-Laws or Rules may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

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

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

4. **Approval of Mortgagees.** These By-laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all mortgagees shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a mortgagee (including the mortgagee's use of a secondary mortgage market, i.e., the sales of mortgages to the Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding mortgages on seventy-five percent (75%) or more of the Units encumbered by mortgages.

**ARTICLE X**

**MORTGAGES**

1. **Notice to Unit Owners Association.** An Owner who mortgages his or her Condominium Unit shall notify the UOA of the name and address of his or her mortgagee and his or her loan number, and shall file, upon UOA request, a conformed copy of the mortgage with the UOA. The UOA shall maintain suitable records pertaining to such mortgages.

2. **Notice of Unpaid Assessments for Common Expenses.** The UOA 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 UOA shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the
Condominium Act, Declaration or By-Laws, 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 UOA. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws 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 UOA shall notify (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars ($1,000.00) and the UOA is made aware of such damage; and (ii) all mortgagees whenever damage to the Common Area exceeds Ten Thousand Dollars ($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.

**ARTICLE XI**

**NOTICE**

1. **Manner of Notice.** All notices, demands, bills, statements or other communications provided for or required under these By-laws to be in writing shall be deemed to have been duly given by the association to any mailing or electronic mail address a unit owner designates. If the unit owner does not designate an address, the association shall deliver notices by hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each unit.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of statutes, of the Declaration or of these By-laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or within ten (10) days after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffectual under the provisions of the Condominium Act. Attendance by a Unit Owner at any meeting of the Unit Owners Association shall be a waiver of notice by him of the time and place thereof. If all the Unit Owners are present at any meeting of the Unit Owners Association, no notice shall be required and any business may be transacted at such meeting.

**ARTICLE XII**

**COMPLIANCE AND DEFAULT**

1. **Relief.** Each Owner and tenant shall be governed by, and shall comply
with, all of the terms of the Declaration, these By-laws, and the UOA Agreements, and any amendment of same. A default by an Owner or tenant shall entitle the UOA to the following relief:

a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these By-Laws, and the UOA Agreements 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 By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the UOA, the Manager, or, if appropriate, by the aggrieved Owner.

b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his or her acts, neglect or carelessness or the act, neglect or carelessness of any member of his or her family or his or her 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 UOA. 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 Attorney's 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 attorney’s fees as may be determined by the court.

d) No Waiver of Rights. The failure of the UOA, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these By-Laws or the UOA Agreements shall not constitute a waiver of the right of the UOA, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the UOA, or any Owner pursuant to any term, provision, covenant or condition of the Declaration 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 By-Laws or the UOA Agreements, 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 twelve percent (12%), whichever is less, per
annum from the due date thereof. In addition, the UOA shall have the authority to impose a late payment charge on such defaulting Owners in an amount not to exceed six cents ($0.06) per dollar on any amount so overdue.

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

2. Lien for Assessments.

a) The total annual assessments of each Owner for the Common Expenses or any special assessment levied pursuant to these By-Laws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act, which lien shall, with respect to annual assessments, be effective on January 1 of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than seven (7) days after delivery to the Owner of notice of such special assessments.

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 UOA, 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 UOA or Manager.

c) The lien for contribution may be foreclosed in the manner provided by the Condominium Act.

d) Suits 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.
ARTICLE XIII

EMINENT DOMAIN AND CONDEMNATION

1. Eminent Domain. In the event of a taking under power of eminent domain of a part or all of the Condominium, the UOA shall represent and act on behalf of each of the Owners in any resulting negotiations, administrative, or judicial proceedings, with respect to the interest of the UOA in the Common Area.

2. Condemnation. In the event of condemnation proceedings against the common areas of the condominium, the UOA shall act on behalf of each unit owner.

ARTICLE XIV

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

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

2. Severability. These By-Laws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

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

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

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

6. Conflict with UOA Agreements. The provisions of the Condominium Declaration and By-Laws supersede UOA Agreements in the event of a conflict.
7. Conflict with the Condominium Act. In the event of a conflict between the declaration or bylaws, the provisions of RSA 356-B shall control.

IN WITNESS WHEREOF, NUBANUSIT NEIGHBORHOOD & FARM, A CONDOMINIUM has caused these Amended By-Laws to be executed by its duly authorized officer this 18th day of June, 2018.

Witness, [printed] Adam Bourque

Melissa Maurer, President
Nubanusit Neighborhood & Farm, A Condominium
7 Callies Common
Peterborough, NH 03458

STATE OF NEW HAMPSHIRE,
COUNTY OF HILLSBOROUGH:

On the 18th day of June, 2018, before me personally appeared Melissa Maurer, President, Nubanusit Neighborhood & Farm, A Condominium, personally known to me or proven by satisfactory identification, which was who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Notary Public
My commission expires: 1-28-20