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Register of Deeds, Cheshire County

Anne Z. Tift

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

of the

MEADOWVIEW KNOLLS HOMEOWNERS ASSOCIATION

Keene, NH

INTRODUCTION

THE FOLLOWING Declaration of Covenants, Conditions and Restrictions amend and restate the Declaration of Covenants, Restrictions, Easements, Charges and Lined for Meadowview Knolls Homeowners Association recorded in the Cheshire County Registry of Deeds in 1985 and all amendments and thereto recorded prior to the date hereof. Upon recording of the within Declaration and Bylaws the prior Declaration and Bylaws and any amendments thereto of the Meadowview Knolls Homeowners Association are hereby repealed unless specifically incorporated herein, and shall no longer have any force or effect.

THIS AMENDED AND RESTATED DECLARATION shall govern the entity known as Meadowview Knolls Homeowners Association, as described and created under its Articles of Agreement on file with the State of New Hampshire and shall be binding upon all present and future Members, tenants, and occupants of any lots in the Association and to all other persons who shall at any time use the Association or any portion thereof.

ARTICLE I

DEFINITIONS

Certain of the terms as used in this Declaration are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

1. "Association" or "Association of Members" or "Meadowview Knolls Homeowners Association" means the association of the Members acting as a group in accordance with this Declaration.
2. "Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws.
3. "Bylaws" means the instrument annexed hereto as Appendix B and hereby made a part hereof which provide for the self-government of the Association.
4. "Common Area" means all of that portion of the Property not part of any Lot.
5. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of this Declaration and the Bylaws.
6. "Home" or "Unit" means any home, residence, or Lot that is part of the Association.
7. "Member" or "Owner" means an owner of record in any Lot in the Property.
8. "Occupant" whenever used herein shall mean a person or persons, other than the Owner, in possession of one or more Homes.
9. "Property" means the premises described in Appendix A, including land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of this Declaration of Covenants.
10. "Rules" means such rules and regulations as the Board of Directors from time to time may adopt relative to the use of the Property or of any part thereof, as the same may be amended pursuant to the terms of this Declaration of Covenants.

ARTICLE II

GENERAL

1. The Association and Name. The Meadowview Knolls Homeowners Association is a homeowners association formed for the purpose of governing the Common Area, and in general administering and enforcing the terms of this Declaration of Covenants and the Bylaws included herein as Appendix B and any Rules promulgated pursuant hereto and contains 141 homes. The name of the Association is the Meadowview Knolls Homeowners Association, and the property

is further referenced and described in Appendix A.

2. Members. Any Owner in any of the following entities is a Member of the Association. The membership of a Member shall terminate upon the transfer of title, with such membership automatically transferred to such Member's successor in interest.

- A. Meadowlands at Keene Condominium Association - 36 condominium units
- B. Stonehouse Commons Condominiums - 34 condominium units
- C. Skyline Drive and Morgan Lane - 27 homes
- D. Summit Ridge Condominiums - 26 units
- E. Newbury Lane - 11 homes
- F. Summit Court - 7 homes

3. Administration. The administration of the Association shall be governed by this Declaration of Covenants and Bylaws and any Rules adopted pursuant to either of these documents, and all present and future holders of any interest in the Associations shall be Members of the Meadowview Knolls Homeowners Association and bound by the terms hereof. The Association, through its Board of Directors unless otherwise noted, has the responsibility of administering, managing and maintaining the Property and the improvements thereon which it owns and over which it has been or may be granted easements or which it otherwise controls.

4. Applicability. The acceptance of a deed for any of the Lots that comprise the Association, and/or the conveyance, letting, use or occupancy of a residence shall constitute an agreement that the Member, mortgagee, lessee, guest and/or occupant of any such residence shall abide by the terms of this Declaration, the Bylaws and the Rules of the Association as any or all provisions may be amended from time to time.

5. Description, Statement of Purposes and Use. The following provisions, together with the provisions of the Bylaws and Rules and Regulations apply to the use of the Property.

- A. The Common Area of the Property shall not be used in a manner that is inconsistent with the residential character of the Property. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area. Nothing shall be stored on the Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the Board.
- B. No noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is or will become an annoyance or nuisance to another Owner. No use shall be made of any part of the Property which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Property or within the Neighborhood Associations or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be

made of any part of the Property that will increase the rate of insurance on the Common Area, without prior written consent of the Board.

- C. As a general rule, pets are allowed at the discretion of the Board of Directors. Under no circumstances are livestock or poultry, as those terms are defined by the Board of Directors, allowed on the Property. If the Board of Directors determines, in its sole discretion, any animal on the Property has become a nuisance, the Board may notify the Unit Owner that the animal has to be removed. Any such decision of the Board of Directors may be appealed to the Association but shall remain in effect unless and until overturned by the Owners at a meeting of the Association, which meeting has to be scheduled with all due haste by the Board of Directors. Owners/Tenants shall immediately pick up and dispose of the waste of any pet that relieves itself outside the Unit.
- D. The use of the Common Area shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees, occupants and licensees. The use, including responsibilities for maintenance and repair, of the Common Area shall be governed by this Declaration, the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors.
- E. Other Structures and Amenities. Other structures such as a pump house, storage sheds, gazebos, barns, play areas, skiing, biking and hiking areas may be constructed on the Common Area with the permission of the Board of Directors provided that such structures and amenities are adequately maintained.
- It is noted that Owners of homes on Evans Lane and Evans Circle, though not Members, may use the Amenities at a price and upon conditions for use and payment as set by the Board of Directors.
- Any amenity may not be removed without a two-thirds vote of the Owners who appear in person or by proxy at a duly called meeting of the Association where the proposed removal of any amenity is on the Agenda.
- F. None of the rights and obligations of the Members created herein shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement or encroachment be created in favor of a Member if said encroachment occurred due to the willful conduct of said Member or Members. If any portion of the Common Area encroaches upon any Home, or if any Home now encroaches upon any other Home or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (a) settling of a Home, or (b) alteration or repair to any portion of the Common Area made by or with the consent of the Board of Directors, or (c) as a result of repair or restoration of a building or any Home after damage by fire or

other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

- G. Occupancy. Occupancy of any Home shall be in accordance with this Declaration of Covenants, the attached Bylaws, and Rules passed thereto, and the ordinances of the City of Keene and further subject to the laws of the State of New Hampshire and all applicable federal laws. The Board of Directors may make any occupancy rules that are not in violation of this Declaration, the Bylaws or Rules.
- H. Members Subject to Declaration, Bylaws and Rules and Regulations. All present and future Members, tenants and occupants of a Home, and any other person who might use the facilities of the Property in any manner, are subject to the provisions of this Declaration, the Bylaws and the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time. The use of the Property and/or acceptance or the entering into occupancy of any Home shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Member, 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 Home, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and Bylaws, the Rules to be adopted by the Board of Directors, and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Homes or other parts of the Property and/or Common Area. 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, for injunctive relief, for specific performance or for any other relief to be awarded by a court of law.

All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorney's fees, all as more particularly set forth in the Bylaws. Nothing herein shall exempt a Member from paying all collection costs, including attorney's fees, should the Association prevail in any such collection case, and the determination of whether the collection costs are reasonable is left to the sole discretion of the Board of Directors.

In the event the Board of Directors does not vote to take action as described herein, each Member may be entitled to bring a private action to recover sums due, for damages, for injunctive relief or for any other relief to be

awarded by a court of law, but any such action sought to be brought by an Owner against another Owner for any alleged violation of these documents, must first receive permission from the Board of Directors which permission shall not be unreasonably withheld. Any such decision opposing such a private action may be appealed to the membership at the next Association meeting.

- I. Property Subject to Easements of Record and for Ingress and Egress and Use. Subject to the provisions of this Declaration, the Bylaws and the Rules, each Member shall have an easement in common with each other Member for ingress and egress through and use and enjoyment of the Common Area. Each Home shall be subject to an easement for ingress and egress through and use and enjoyment of all Common Areas by persons lawfully using or entitled to the same. Further, the Association is subject to all Easements of record now and in the future.
- J. Property Subject to Laws, Ordinances, Permits, Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all federal state and local laws, ordinances, permits, covenants, conditions, easements and restrictions of record.
- K. Reservation of Utility and other Easements. The Association shall have perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Property, including but not limited to, cable, water, sewage disposal, snow removal, telephone, gas, internet and electrical systems, all for the benefit of the respective Members of the Association, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. The intent of this Paragraph is to grant the Association the perpetual right to allow utility and other providers to enter onto the Common Area to inspect, maintain and otherwise access the utility services, which permission shall not be unreasonably withheld to utility providers. It is particularly noted that no use shall be permitted which could directly or indirectly degrade the quality of the Common Area or the groundwater beneath it. Uses that are prohibited include, but are not limited to, the following:
 - i. Storage, handling, transport, treatment or disposal of domestic or industrial wastewater, hazardous or regulated substances such as pesticides, gas, oil and other chemical, or hazardous or solid wastes;
 - ii. Any other use the New Hampshire Department of Environmental Services determines now or in the future would be detrimental to water quality; and

- iii. Any other use the Board of Directors, in its sole discretion, deems inappropriate.
- L. The Board of Directors is empowered to adopt and amend, from time to time, Rules concerning the use of the Property and various parts thereof, which Rules shall be furnished in writing to all Members and which shall not be violated. The Rules may not conflict with the provisions of the Declaration or Bylaws.
- M. Notwithstanding anything herein to the contrary, all such determinations listed in this Paragraph 5 are left to the sole discretion of the Board of Directors. Further, the Board may withdraw the consents of the Board referred to in this Paragraph 5 whenever it deems such withdrawal to be in the best interest of the Association. Any such decision may be appealed to the Owners at the next scheduled Association meeting, which shall be scheduled with all due haste.

6. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Property covered by the Association's master casualty and liability policy by fire or other casualty, the proceeds of the master casualty policy shall be used to repair, replace or restore the structure or Common Area damaged. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Home and for each mortgagee of a Home and for each Owner of any other interest in the Property to adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims.

7. Specific Performance. Both the Association and any aggrieved Owner shall have the right, as against other Owners who fail to comply with the provisions of this Declaration, the Bylaws and /or Rules, to specifically enforce the terms of these instruments. Similarly, each Owner shall have the right to bring an action for specific performance against the Association, in the event the Association shall fail to comply with the provisions of the Declaration of Covenants, Bylaws and Rules of the Association. The prevailing party shall be entitled to attorney's fees and costs associated with such action in the discretion of the Court.

8. Term. The terms and conditions of this Declaration shall run with the land for a term of ten (10) years from the date of recording of this Declaration of Covenants and shall automatically renew for successive periods of ten (10) years unless and until the Members vote to further amend these documents or, by a minimum vote of 75% of the Homes vote to terminate the Association.

ARTICLE III

MAINTENANCE

1. Association's Responsibility. The Association shall maintain and keep in good repair the

Common Area, such maintenance to be funded as hereinafter provided as Common Expenses. The Common Area currently includes, but need not be limited to:

- A. The swimming pool and shed;
- B. The Clubhouse;
- C. Any other portion of the Property not part of a Lot.

The Association may maintain other property which it does not own, including, without limitation, easements, if the Board of Directors determines that such maintenance is necessary or desirable.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Homes.

2. Owner Responsibility. An Owner shall maintain and keep in good repair all areas not otherwise herein designated as Common Area.

3. Additions, Alterations or Improvements by Members. No Owner shall make any structural addition, alteration or improvement in or to the Common Area or easements pertaining thereto, without the prior written consent thereto of the Board of Directors or by a majority of the Units.

ARTICLE IV

INSURANCE

1. Property Insurance. The Board or its duly authorized agent shall obtain insurance for all insurable improvements and structures on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of any structures on said Common Area in the event of damage or destruction from any such hazard, together with all betterments and improvements. Premiums for all insurance on the Property shall be a Common Expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

2. Liability Insurance. The Board or its duly authorized agent shall obtain and administer insurance for the Board and the Members against any liability to the public or to the Members (and their invitees or tenants) incident to the ownership and/or use of the Property, and including the personal liability exposure of the Members, incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than One Million Dollars

(\$1,000,000) for any occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis, and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects the Owner's action against another named insured.

3. Directors and Officers Insurance. The Board or its duly authorized agent shall obtain Directors and Officers insurance for the benefits of the Officers, Directors, and any committee members of the Association, and, if reasonably available, Members of the Association acting on behalf of the Board against any liability arising out of, resulting from, or related to the performance of their duties as Officers, Directors and/or committee members of the Association, and Members of the Association acting on behalf of the Board with limits of liability for such insurance of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate per year.

4. All policies shall be written with a company licensed to do business in the State of New Hampshire.

5. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors on behalf of the Association.

6. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.

7. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Members for their mortgages.

8. Each Owner shall obtain and maintain at all times FULL REPLACEMENT COST insurance as further noted and defined in Article VI of the Bylaws.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association, and each owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage.

9. The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

A. A waiver of subrogation by the insurer as to any claims against the Board of Directors and Owners and their respective servants, agents and guests;

- B. A provision that the master policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Members;
- C. A provision that the master policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors cure the defect; and
- D. That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.

ARTICLE V

ASSOCIATION

The Association shall have all of the powers and duties as set forth in this Declaration and the Bylaws, and all of the powers and duties reasonably necessary to operate the Association as set forth in this Declaration and the Bylaws and as they may be amended from time to time.

1. Membership in the Association.

A. Qualifications. The Members of the Association shall consist of all the record Owners of the Homes.

B. Change of Membership and Mortgages. Change of membership in the Association shall be established by recording in the Registry of Deeds for Cheshire County, State of New Hampshire a deed establishing record title to a Home in the Association. The Buyer shall immediately deliver to the Board of Directors of the Association a copy of the deed showing the Volume and Page of same. Should the Owner fail to do so within thirty (30) days of the date of the filing of said Deed (or within thirty days of the passage of this provision), the Board of Directors may acquire one, and the Owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the Home until paid in full. The Board of Directors shall keep such photostatic copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The Owner designated by such instrument shall thereby become a member of the Association. At such time, the membership of the prior Owner shall be thereby terminated.

All costs, including Registry and attorney's fees, incurred to enforce this Paragraph, shall be assessed to the Home and shall act as a lien against the Home until paid in full.

C. Voting Rights. A member of the Association shall be entitled to cast one (1) vote for each Home owned. All votes shall be weighted equally. When there is more than one record Owner, any of such persons may attend any meeting of the Association and cast

the vote of such Home, but if more than one (1) such Owner shall attend, it shall be necessary for those present to act unanimously in order to cast any vote to which they are entitled.

D. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Home.

E. Members may vote at all Association meetings by written proxy as provided by the Board of Directors. Members of the Board of Directors may neither vote, nor participate in Board meetings by proxy.

2. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors the members of which shall be designated in the manner provided in the Bylaws.

3. Limitations upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

4. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Appendix B.

5. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration and the Bylaws.

ARTICLE VI

SALES AND ALIENATION OF HOMES

1. No Severance of Ownership. No Member shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to the Owner's Home without including therein the Member's share in the Association it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect such title or one or more of such interests, without including such title or one or more of such interests, without including all such title or interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise the Owner's Home unless and until the Owner (or the Owner's personal representative) shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by

the Board of Directors with respect to this Home and shall have satisfied all unpaid liens with respect to the Owner's Home, except mortgages.

ARTICLE VII

AMENDMENTS

The Declaration and/or Bylaws may be modified or amended by a vote of two-thirds (67%) of the Homes of the Association. No such Amendment shall be effective unless and until it is filed with the Cheshire County Registry of Deeds.

ARTICLE VIII

NOTICE

1. Manner of Notice. Except as otherwise provided in this Declaration, all notices, demands, bills, statements or other communications provided for or required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, emailed to the Member at an email address on file with the Association for the Member or if sent by United States first class mail, postage pre-paid (i) if to a Member, at the address of the Member's Home and at such other address as the Member may have designated by notice in writing to the Secretary, including via an email address, or (ii) if to the Association, the Board of Directors at the Association or at such other address, including an email address, as shall be designated by notice in writing to the Members pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof, in writing, to include electronic writing, signed by the Member entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a homeowners association. Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules shall not constitute a waiver of the right to enforce said provision.

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

Further, the order of priority between the Declaration, the Bylaws and the Rules, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and the Bylaws preside over conflicting language in the Rules.

ARTICLE X
SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XI
EFFECTIVE DATE

This Amended Declaration of Covenants shall take effect upon recording at the Cheshire County Registry of Deeds.

ARTICLE XII

COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Severability. If any provisions of this Declaration or any section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
2. Waiver. No provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of breaches which may occur.
3. Captions. The captions contained in this Declaration are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

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

APPENDIX A

A certain tract of land, with any improvements thereon, situated in Keene, County of Cheshire and State of New Hampshire, bounded and described as follows:

Beginning at an iron pin being the northeast corner of the premises herein conveyed; thence South $15^{\circ} 16'$ East 97.09 feet, more or less, along the westerly bound of Skyline Drive to an iron pin; thence on a curve to the right having a radius of 195.00 feet a distance of 75.341 feet, more or less, along the westerly bound of Skyline Drive to an iron pin; thence on a curve to the left having a radius of 245.00 feet a distance of 112.477 feet, more or less, along the westerly bound of Skyline Drive to an iron pin; thence South $19^{\circ} 26'$ East 117.00 feet, more or less, along westerly bound of Skyline Drive to an iron pin, said iron pin marking the southeast corner of the premises herein conveyed; thence North $88^{\circ} 26'$ West 238.92 feet, more or less, to an iron pin, said iron pin being the southwest corner of the premises heron conveyed; thence North $27^{\circ} 41'$ Est 90.00 feet, more or less, to an iron pin; thence North $56^{\circ} 47'$ East 104.76 feet, more or less, to an iron pin; thence North $03^{\circ} 00'$ East 58.46 feet, more or less, to an iron pin; thence South $88^{\circ} 15'$ east 120.10 feet, more or less, to the place of beginning.

Containing 2.126 acres, more or less, and being the RECREATION AREA on a plan entitled "PHASING PLAT OF PHASE III MEADOWVIEW KNOLLS A PLANNED UNIT DEVELOPMENT", Sheet 2 of 2, prepared by David A. Mann Associates, dated October 7, 1986, and recored at Cabinet 8, Slide 7 of the Cheshire County Registry of Deeds.

Meaning and intending to convey a portion of the premises conveyed a portion of the premises conveyed to the Grantor by deed of The Masiello Agency, Inc. dated July 31, 1985, recored August 1, 1985 at Volume 1100, Page 342 of the Cheshire County Registry of Deeds.

APPENDIX B

BYLAWS

of the

MEADOWVIEW KNOLLS HOMEOWNERS ASSOCIATION

Keene, NH

INTRODUCTION

THESE BYLAWS are intended as the governing document, as amended from time to time, of the Meadowview Knolls Homeowners Association, an association of Owners as defined in the Declaration of Covenants, the location of which Association is in Keene, New Hampshire and which is more particularly described in Appendix A.

The acquisition or rental of any portion of the Property, or the act of occupancy or use of any portion of the Property, will signify that the party acquiring, renting, occupying or using such portion of the Property has accepted and ratified the terms and conditions of these Bylaws and agrees to comply therewith.

The covenant to abide by these Bylaws shall run with the land and each piece of real property that comprises the Property and shall be binding thereon.

Further, although not a condominium association, where appropriate, reference to and incorporation of certain parts of the Condominium Act, RSA 356-B, as amended from time to time, have been or may be used.

ARTICLE I

GENERAL

1. The Association. Meadowview Knolls Homeowners Association (the "Association") is an association formed for the purpose of maintaining and/or improving the Common Area, governing its use, and in general administering and enforcing the Declaration of Covenants, these Bylaws, and the Rules promulgated pursuant thereto.

2. Members. The Members of the Association are as noted in the Declaration of Covenants. An Owner of record of any portion of the Property shall automatically become a Member of the Association, and the membership of an Owner shall terminate when the Owners transfers the Owner's interest in their portion of the Property, with such membership automatically transferred to such member's successor in interest. All present and future Owners, mortgagees, lessees, invitees and occupants of any portion of the Property, their employees, all associate members and

any other person who may use the Common Area in any manner, are subject to these Bylaws, the Declaration of Covenants, and the Rules.

3. Purpose. The administration of the Association shall be governed by these Bylaws which are annexed to the Declaration of Covenants and are made a part hereof, and all present and future holders of any interest in the Association shall be members of the Meadowview Knolls Homeowners Association which is organized and operated to provide for the acquisition, construction, management, maintenance and care of the roads, water and septic system of the Property. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of Association property and other than by a rebate of excess assessments) to the benefit of any Owner.

4. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, present and future tenants, their guests, licensees, servants, agents, employees and any other person or occupant who shall use the facilities of the Association shall be subject to the Declaration, these Bylaws and to the Rules of the Association. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of any other portion of the Property shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration of Covenants and the Rules and will comply with them.

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

ARTICLE II

OWNERS ASSOCIATION

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

2. Voting. Only an Owner or a proxy holder for an Owner is entitled to vote. Each Unit shall be entitled to one undivided vote on all Association matters. All votes shall be weighted equally. Except as otherwise noted in the Declaration and these Bylaws a majority of votes shall mean

more than 50% of the Units that are entitled to vote on any given matter held by Owners who appear in person or by proxy at any duly called Association meeting at which a quorum is present or by ballot.

As applied to a person who is not a natural person, such as a Trust or a corporation, the word "person" shall be deemed for the purposes of this section to be the designated representative of any such entity. Any such ownership entity must notify the Board of Directors in writing each year as to who from such an ownership entity shall be the voting member.

Since an Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes of the ownership interest pertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Where multiple Owners of a Unit cannot agree to cast their vote unanimously (in the case where there are an even number of Unit Owners present either in person or by valid proxy) or cannot agree to cast their vote in accordance with the agreement of a majority of them (in the case where there are an odd number of Owners present either in person or by valid proxy), then no vote shall be cast for that Unit.

Voting may be conducted by mail, postal or email, without a meeting, including by ballot.

Any voting conducted at an Association meeting, Annual or Special, or via ballot, may be held open for a period of time of up to sixty (60) days from the date of the meeting or the start of the voting by ballot, after which time if insufficient votes have been acquired, either in person, in writing or by proxy, the vote shall fail, but may be re-presented at any subsequent Association meeting.

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

4. Annual Meeting. The Annual Meeting of the Association shall be held on a date to be determined by the Board of Directors, which date, if at all practicable, shall be within sixty (60) days, before or after, of the end of Association's fiscal year. At such Annual Meetings the Owners may transact any business as may properly come before them.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

6. Notice of Meeting. Notice of Association meetings shall be sent out, in any manner determined by the Board of Directors, between ten (10) and thirty (30) days prior to a meeting. The Notice shall state the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at the address each Owner may have designated by notice in writing to the Secretary, including an email address.

Notice of the time, place and purpose of any meeting of the members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver of notice of such meeting.

7. Quorum. A quorum of any Association meeting shall be established by the presence, in person or by proxy of at least 33% of the Homes in the Association.

8. Order of Business. The order of business at all meetings of the Association shall be as follows, unless otherwise changed by the Board of Directors: (a) roll call, (b) proof of notice of meeting, (c) acceptance of minutes of preceding meeting; (d) reports of Officers; (e) report of Board of Directors; (f) reports of committees; (g) notice of new Directors; (h) unfinished business; and (i) new business, any of which may be waived.

9. Conduct of Meeting. The President, or the President's designee, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a record book or other form as determined by the Board of Directors including electronically, all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. In the discretion of the Board of Directors, Roberts Rules of Order may govern the conduct of all or any portion of meetings of the Association when not in conflict with the Declaration or these Bylaws.

Owners may attend by telephone, video, or other conferencing process so long as the technology at any place where a meeting occurs allows for same and the Board of Directors, in its sole discretion, determines that the cost to make such technology available is appropriate and within the operating budget.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Responsibilities. The affairs and business of the Association shall be managed by a Board of Directors (sometimes herein referred to as the "Board") which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Association, including the health, safety and welfare of the owners and occupants of the Association, and may

do all such acts and things as are not prohibited by the Declaration or by these Bylaws directed to be exercised and done exclusively by the Association toward these ends, including waiving or enforcing any provision of the Declaration, Bylaws and/or Rules as amended from time to time as it deems appropriate in its sole discretion. The Board of Directors may delegate to one of its members, including to a management company, the authority to act on behalf of the Board of Directors on all matters that might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform and shall be responsible for the following:

A. Preparation and adoption of an annual budget in connection with which there shall be established the assessment of each Member for the Common Expenses. Further, the Board of Directors shall undertake a Reserve Study conducted by a professional experienced in such matters no less than every ten (10) years, create a budget to institute any recommendations contained therein, and abide by any recommendations contained therein. In keeping with this provision, all maintenance contracts approved pursuant to Article, V, Paragraph 7 herein, shall show an adherence to the Association's long-term capital improvement plan. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the meetings of the Board of Directors.

B. Making assessments against Owner Entities to defray the Common Expenses for the Association, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for the Owner's proportionate share of the Common Expenses shall be payable in equal, semi-annual installments. Unless otherwise changed by the Board of Directors, an Invoice will be sent on or about March 1 of each year for the period covering January 1 through June 30 and will be due and payable on or before March 31st. A second Invoice will be sent on or about September 1 of each year for the period covering July 1 through December 31 and will be due and payable on or before September 30th.

C. Providing for the operation, repair, replacement and maintenance of all of the Common Area, including designating, hiring and dismissing the personnel necessary therefore, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties;

D. Making and amending Rules providing detail concerning the operation, use and enjoyment of the Property for the health, safety and welfare of the Owners and occupants of the Property and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners;

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

F. Opening of bank accounts and investment accounts on behalf of the Association and designating signatories required therefor and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Association. The said books shall be available for examination by the Owners and their duly authorized agents at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices. All funds shall be invested in federally insured institutions or accounts;

G. Leasing, managing and otherwise dealing with the Common Area or other properties or facilities for which easements or rights are conveyed to the Association, to include borrowing funds from an institutional lender with the approval of a simple majority of Homes present in person or by proxy and eligible to vote at a duly called and commenced Association meeting; and

H. Creating committees, standing or temporary, as it sees fit;

I. Acquiring Loans, as approved by a majority of voting interests of those eligible to vote at a duly called Association meeting; and

J. Such other things and acts not inconsistent with the Declaration.

2. Managing Agent. The Board of Directors may employ or contract with a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Paragraph 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws. The term of any employment contract for a manager may not exceed three (3) years and any such employment contract shall provide, inter alia, that such agreement may be terminated without cause upon no less than thirty (30) days and no more than ninety (90) days written notice and without payment of a termination fee. Rollover management contracts shall be permissible.

3. Number of Directors. The Board of Directors shall be composed of one duly elected or appointed member from each sub-association. No sub-association is required to have a seat on the Board of Directors, and multiple associations may agree to be represented by just one Owner, which notice must be submitted in writing to the Board of Directors.

4. Election and Term of Office. The terms in office shall be permanent. Each year, each sub-association shall notify the Board of Directors, in writing, who from the sub-association shall be its representative on the Board of Directors for the coming year as chosen by the owners in each sub-association pursuant to each such sub-association's governing documents. Should a Membership Group fail to make such a designation, the remaining Board members may appoint someone from any Membership Group to fill the vacant space until notified in writing by the absent Membership Group who it is appointing to its seat. Each Director shall hold office until the Owner's successor has been named.

5. Regular Meetings. At least quarterly the Board of Directors shall hold a meeting of the Board at such time and place as shall be determined by agreement of a majority of the Directors. Notice of same along with an Agenda shall be sent to all Owners at least ten (10) days in advance of each such meeting. Owners are welcome to attend all meetings of the Board of Directors, and shall be given a reasonable period of time in which to participate. Meetings may be held electronically including via the Internet.

6. Emergency Meetings. A majority of the Board of Directors may call an emergency meeting of the Board of Directors without the Notice requirements noted in Paragraph 5 herein, the basis of such emergency meeting shall be noted in the minutes of the meeting. Such notice shall be given to members of the Board of Directors personally or by mail, electronic mail, telephone, text or other internet communication and such notice shall state the date, time, place and purpose of the meeting.

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

8. Board of Director's Quorum. At all meetings of the Board of Directors a majority of the Directors need appear for a quorum to be established. Proxies are not valid for meetings of the Board of Directors. Members of the Board of Directors may appear by audio and/or video conference.

9. Vacancies. Any vacancies on the Board of Directors shall be filled within thirty (30) days by the sub-association whose seat on the Board is vacant subject to the terms of Paragraph 4 herein.

10. Removal of Directors. A Director may be removed from the Board of Directors either by judicial decree or by a vote of two-thirds (2/3rds) of the Members present and eligible to vote at a meeting at which a quorum is established which potential removal was on the Agenda sent to all Owners, and the Director to be removed is given a reasonable opportunity to speak before the vote.

11. Compensation. No Director shall receive any compensation for acting as such. Nor shall any Director accept anything of value from people providing or proposing to provide services or products to the Association. Directors may, however be reimbursed for travel and business expenses.

12. Conduct of Meetings. The President, or the President's designee, shall preside over all meetings of the Board of Directors, and the Secretary shall keep minutes of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be recorded and stored by the Association. Minutes shall be made available either electronically and/or in hard copy as determined by the Board of Directors.

13. Report of Board of Directors. The Board of Directors shall present at each Annual Meeting, and when called for by vote of the Association at any Special Meeting of the Association, a full and clear statement of the business and condition of the Association.

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

15. Dispensing With Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without meeting if the members of the Board of Directors shall individually or collectively consent in writing (either electronically or on paper) by simple majority to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Any actions taken by the Board of Directors outside of a meeting, may be affirmed by majority vote at a duly noticed Board of Directors meeting.

16. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of the Owner being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at such time the expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such Owner's assessed ownership interest

in the Association. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such Owner's assessed ownership interest in the Association.

17. Availability of Records. The Board of Directors shall make available to all Owners, mortgagees, and to insurers or guarantors of any mortgage on a Home within seven (7) business days of a written request current copies of the Declaration, Bylaws, and Rules concerning the Association and the books, records and financial statements of the Association. "Available" means available for inspection and copying at the requesting owner's expense, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a Home shall be entitled, within a reasonable time after written request, to an audited or unaudited financial statement for the immediately preceding fiscal year at a cost to be determined by the Board of Directors, which cost, if any, shall be assessed to the Owner making the request. No member or affiliated group of owners shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days. Further, the Board of Directors may assess a fee for oversight and monitoring and copying any such records.

18. Licenses and Easements. The Board members on behalf of the Owners Association shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Association.

19. Voting. Each member of the Board of Directors is entitled to one vote. Votes shall be weighted according to the number of Homes in each Board member's sub-association as compared to the total number of Homes in the Association. Proxies shall not be valid for meetings of the Board of Directors.

20. Enforcement. The Board of Directors is empowered to pass any Rules regarding the enforcement of the provisions of the Declaration, Bylaws and Rules, including, but not limited to, setting fine and fee schedules, towing vehicles, and instituting legal actions, any costs of which shall be deemed assessments for purposes of collection.

21. Audit. Every year the Board of Directors shall ensure that an agreed-upon procedures engagement conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants shall be undertaken. The Board of Directors, in its discretion may also undertake at any time, a review, compilation or audit by a certified public accountant or upon a majority vote of eligible voters at an Association meeting. At least every fifth (5th) year from the date of the filing with the Registry of Deeds of these Bylaws, the issue of whether to undertake an Audit shall be placed on the Agenda of the Annual Meeting to be voted on by the Owners, and every year thereafter until an audit is undertaken and completed.

Thereafter the five (5) year period herein shall begin again. Notwithstanding anything herein to the contrary, at least every fifteen (15) years for the date these Bylaws are filed with the Registry of Deeds, an Audit shall be undertaken and completed. Nothing herein shall prevent an Owner at their expense from conducting an audit.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and who must be Board members. The Board of Directors may appoint such other officers as in its judgment may be necessary who need not be on the Board of Directors. No person may hold more than one office.

2. Election of Officers. At the first meeting after the filing of these Bylaws with the Registry of Deeds, an election of Officers shall be conducted by the Board of Directors, and those elected Officers shall hold office until the next Association Annual Meeting. The officers of the Association shall hereafter be elected annually by the Board of Directors at the first meeting of each new Board after the Association's Annual Meeting and shall hold office at the pleasure of the Board. The Board of Directors at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and accept such office. Any officer elected or appointed by the Board of Directors may be removed at any time by vote of a majority of the Board of Directors with or without cause.

An Officer is no longer an Officer once the person or the entity the person represents transfers the Owner's interest in a Home.

4. President. The President shall be the chief executive officer; the President or the President's designee shall preside at meetings of the Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; the President shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all of the general powers and duties that are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire. Any of the powers of the President herein may be designated to a management company or any other designee, although the President shall assume final responsibility for all Association actions.

5. Secretary. The Secretary, or the Secretary's designee, shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in a record book or other form as determined by the Board including electronically, and shall perform like duties for committees when required. The Secretary shall keep such a records repository

current and in the Secretary's custody or in the custody of the Secretary's designee, including a management company.

The Secretary shall give, or cause to be given, notice of all meetings of the Association, special meetings of the Board of Directors and meetings of any committees and shall perform such other duties as may be prescribed by the Board of Directors or President. The Secretary may compile and keep current at the principle office of the Association (i) a complete list of the Owners and their last known post office addresses; (ii) a complete list of names and addresses of mortgagees; and (iii) copies of the Declaration of Covenants, these Bylaws, and the Rules. These lists and documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days. Any of the powers of the Secretary herein may be vested in a management company or other designee, to be known as the Association's Secretary, although the Secretary shall assume final responsibility for all Association records.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are now not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data and shall deposit all money and other valuable affects in such depositories as may be designated by the Board of Directors. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Home and the amounts paid and the amounts due on such assessments by each Owner. The books and records of the Association should be kept in accordance with generally accepted accounting principles and procedures.

The Treasurer shall disburse funds as ordered by the Board of Directors, where possible, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association. The financial records of the Association shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days. Any of the powers of the Treasurer herein may be vested in a management company or other designee, to be known as the Association's Treasurer, although the Treasurer shall assume final responsibility for all Association records.

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

8. Compensation of Officers. No Officer shall receive any compensation for acting as such. Nor shall any Officer accept anything of value from people providing or proposing to provide services or products to the Association.

ARTICLE V

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

A. Fiscal Year. The fiscal year of the Association shall be the same as the calendar year. The fiscal year herein established shall be subject to change by the Board of Directors.

B. Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area and any part of a Home as to which it is or may become the responsibility of the Board of Directors to maintain and/or repair. Such budget shall also include such reasonable Reserves as further referenced in Paragraph D herein. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Association. Each year the budget shall be placed on the Agenda of the Annual Meeting for ratification by the Owners. A copy of the adopted budget shall be included with the Annual Meeting Notice. At the Annual Meeting, the budget shall be ratified unless two-thirds (2/3rds) of all Homes in the Association appear in person or by proxy and reject and replace the budget with a different one.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Home equally. On or before the first day of each quarter in each fiscal year, each Owner shall be obligated to ensure payment to the Association at a place designated by the Board of Directors of at least one-fourth (1/4th) of the assessment for such fiscal year made pursuant to the foregoing provisions. The Board of Directors, in its discretion, may change this period to reflect the wishes of the Association to include prepayment of sums, monthly payments or other payment periods as the Board of Directors deems appropriate. Additionally, the Board of Directors shall present such an accounting of the Association at each Annual meeting. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners equally by crediting same to the next successive quarterly installments due from Owners under the then current fiscal year's

budget, until exhausted; shall be added to reserves; or shall be rolled over into the next fiscal year's operating budget.

Notwithstanding anything else to the contrary here or in the Declaration, any Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any individual Home may be specially assessed against the Home.

Further, any Common Expenses benefiting less than all of the Homes, or caused by the conduct of less than all those entitled to occupy the same or by their tenants, guests, licensees or invitees, may be specially assessed against the Home involved in the discretion of the Board of Directors.

D. Reserves. The Board of Directors shall build and maintain both an adequate operating reserve and an adequate capital reserve for contingencies and replacements of the Common Area, which shall be funded by regular quarterly payments, as provided hereinabove. At the end of each fiscal year all funds accumulated during such year for reserves for contingencies and replacement of the Common Area shall be placed in a separate, interest-bearing bank account, or such other financial account as the Board of Directors determines, 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 Board of Directors may, at any time, levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on the Owners by a statement in writing giving the amount and reasons therefore and such assessment shall, unless otherwise specified in the notice, become effective with the next quarterly 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 quarterly amount or, if the additional assessment is not payable in installments, the amount of such assessments. The Board of Directors may only so specially assess either for emergency repairs/safety measures for which the capital reserve account has insufficient funds or to provide sufficient funds pursuant to a long-term capital study commissioned by the Board and which the Association follows. The Reserves may be used for any purpose, including but not limited to legal costs and fees, in the discretion of the Board of Directors.

Further, the Board of Directors shall undertake a Reserve Study conducted by a professional experienced in such matters no less than every fifteen (15) years, create a budget to institute any recommendations contained therein, and abide by any recommendations contained therein. In keeping with this provision, all maintenance contracts approved pursuant to Article, V, Paragraph 7 herein, shall show an adherence to the Association's long-term capital improvement plan. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the Board's meetings and communicated to the Owners at the next Association Meeting.

E. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the Owner's 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 quarterly charge at the then existing quarterly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the quarterly payment which is due under this new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Paragraph 1 of this Article V. No Owner may be exempt from liability for the Owner's contribution toward Common Expenses by waiver of the use or enjoyment of any portion of the Common Area or by abandonment of the Owner's Home. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Owner or other acquiring Owner by virtue of any transfer or other conveyance, but said Owner shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for the Owner's proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; subject, however, to the provisions of Paragraph 3 of this Article V relative to recordable statements of unpaid assessments and Article VI of the Declaration regarding the rights of first mortgagees.

3. Recordable Statement of Unpaid Assessments. Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner's Home and such acquiring Owner shall not be liable for, nor shall the Home conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to make available such a statement within thirty (30) days from receipt of such request by the Board of Directors or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee may be required as a prerequisite for issuance of such statement.

4. Collection of Assessments. Assessments are due thirty (30) days from the date invoiced. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner that remain unpaid for more than thirty (30) days from the due date for payment thereof.

5. Uncollectible Assessments. Any assessments that are not collectible due to waiver or limitation by the provisions of Paragraph 3 above may be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

6. Payment of Real Estate Taxes. The real estate taxes due to the City of Keene for portions of the Property shall be paid by the Owner of such portion of the Property directly to the City when

due unless the Association receives a separate tax bill for any or all of the Common Area, in which case the Association shall pay such bill. Taxes for each any portion of the Property are not divisible between the Owner and the Common Area. This section of Article V may not be revised or deleted without the approval or waiver of the appropriate governing authority of the City of Keene.

7. Maintenance and Repair. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner in which case such expense shall be charged to such Owner) of all of the Common Area, unless otherwise noted in these Bylaws or the Declaration, the cost of which shall be charged to all Owners as a Common Expense.

Further, all maintenance, repairs and replacements shall be substantially similar to the original construction and installation.

8. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration, repair or improvement in or to the Common Area without the prior written consent thereto of the Board of Directors.

9. Rules, Use, Complaints and Consents. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Declaration or these Bylaws. The Board of Directors shall furnish copies of the Rules to each Owner prior to the time when the same shall become effective.

Complaints of violations of these Bylaws and/or the Declaration and/or the Rules must be made to the Board of Directors or its authorized agent in writing, i.e. letter/fax/email. If the Board of Directors feels the complaint is justified, it will take whatever action it deems necessary and appropriate. The Board of Directors will notify the complainant in writing as to what action, if any, has been taken. Any action taken by the Board of Directors may be appealed to the Association at the next Association meeting.

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

Any consent or approval of the Board of Directors or its authorized agent given under these Bylaws shall be revocable with or without cause.

All determinations as to whether there has been a violation of the terms of the Declaration of Covenants, the Bylaws and/or the Rules and/or whether any such violation shall be enforced are left to the sole discretion of the Board of Directors. Any such determination or violation may be appealed in writing by the offending Owner to the Association at the next Association meeting, Annual or Special, which shall be scheduled with all due haste.

ARTICLE VI

INSURANCE

1. Insurance Required. The Board of Directors shall obtain (i) a master casualty policy affording all risk coverage in an amount equal to the full replacement value of structures on the Common Area; (ii) a master liability policy covering the Association, the Board of Directors, the Officers, the Manager and agents or employees of the foregoing with respect to the Property and all Owners and other persons entitled to occupy any portion of the Property (this shall be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage); and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions:

A. Property and fire insurance with standard extended coverage endorsement, vandalism and malicious mischief coverage, and any required or acquired flood and quake endorsements insuring all the structures on the Common Area, such insurance to be in an amount at least equal to the replacement value of the structures and to be payable to the Board of Directors as trustee for the Owners and their mortgagees as their respective interests may appear.

B. Public liability insurance in such amounts as the Board of Directors 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 Paragraph 1 above against any liability to anyone and with cross liability coverage with respect to liability claims of anyone insured thereunder against others insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Home.

C. A master or blanket policy of property insurance covering all the general Common Area, including fixtures and building service equipment, to the extent that they are part of the Common Area of the Property, as well as common personal property and supplies, and other common personal property belonging to the Association. The policy shall be in an amount equal to One Hundred Percent (100%) current replacement cost including building code upgrades. The name of the insured under such policies shall be "Meadowview Knolls Homeowners Association." The loss shall be payable to such Association as trustee for each Owner and each such Owner's mortgagee, if any. Each Owner and such Owner's mortgagee, if any and if applicable, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

D. Workers compensation insurance as required by law.

E. Such other insurance as the Board of Directors may determine.

2. General Insurance Provisions.

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

B. The Board of Directors 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 agents, members of the Board of Directors, the Officers, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has no control; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the insured, or Owners collectively, have no control; (iv) shall not be cancelled without notice to all of the insureds thereunder and all mortgagees of Homes on the Property; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

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

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Association shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

- A. Common Area. If the damage is to the Common Area the damaged property shall be reconstructed or repaired.
- B. Homes. If the damage is only to those parts of a Home for which the responsibility of maintenance and repair is that of the Owner, and the Master Policy does not provide coverage, then the Owner shall be responsible for and pay the cost of such reconstruction and repair after the casualty. In all other instances, the responsibility and cost of such reconstruction and repair after the casualty shall be that of the Association. If the casualty loss is to a Home, it shall be reconstructed or repaired at the expense of the Owner, subject to receipt of required permits and resolution of insurance claims, such reconstruction or repair shall commence within ninety (90) days of the loss, or such additional time as may be reasonable under the circumstances, and shall be constructed to completion with due diligence.

2. Procedure for Reconstruction and Repair.

A. If the Board of Directors determines pursuant to the provisions of Article VII, Paragraph 1 hereof that the Common Area shall be reconstructed or repaired, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board of Directors shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates.

B. If the proceeds of insurance, paid to the Board of Directors as trustee for the Owners and their mortgagees pursuant to Paragraph 1 of Article VI hereof, are not sufficient to defray completion of reconstruction and repair, to include the Association's insurance deductible, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, and in the Board's determination, based upon information provided by the carrier, the cause of the damage is not attributable to the actions of one or more Owners, then assessments in sufficient additional amounts to provide payment of such costs shall be made against all Homes equally. If, in the Board's discretion, the cause of the action that led to the insurance claim is traceable to the actions or neglect of an Owner, and the proceeds of insurance are not sufficient to defray completion of reconstruction and repair, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, the Board may assess any deficiency to the offending Owner in proportion to the cost of reconstruction and repair of both their Home as well any affected Common Area. If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Article X of these Bylaws.

C. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged property was originally constructed or most recently renovated.

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

3. Assessments (Deductibles): An Owner who has have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Board of Directors, said deductible within thirty (30) days of the billing invoice or notice, or upon the Board's discretion, any such deductible contribution from the Owner may be deducted from any insurance proceeds payments made by the insurer and/or the Board and/or an Owner.

4. Disbursements of Construction Funds.

A. The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund from which the Board of Directors shall disburse payment of the cost of reconstruction and repair.

B. The construction fund shall be paid by the Board of Directors in appropriate progress payments to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction as are designated by the Board of Directors.

C. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. 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 accordance with their respective Interests.

D. When the damage is to both Common Area and one or more Homes, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area, and the balance to the cost of repairing the Homes.

ARTICLE VIII

SALES AND ALIENATION OF HOMES

No Owner shall be permitted to convey, mortgage, sell, lease, give or devise the Owner's interest in the Association unless and until the Owner's (or the Owner's personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to the Owner and shall have satisfied all unpaid liens with respect to the Owner. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage or deed in lieu of such foreclosure.

ARTICLE IX

AMENDMENT TO BYLAWS

These Bylaws may be modified or amended by the procedure set forth in Article VII of the Declaration. No such Amendment shall be effective unless and until is filed with the Cheshire County Registry of Deeds.

ARTICLE X

NOTICE

1. Manner of Notice. Except as otherwise provided in the Declaration of Covenants and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States first class mail, postage pre-paid or by email (i) if to an Owner, at the address of the Owner's Home and at such other address as the Owner may have designated by notice in writing to the Secretary, including an email address, or (ii) if to the Association, the Board of Directors or the Manager, at the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act, the Declaration or of these Bylaws, a waiver thereof, in writing, to include electronic writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XI

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by and shall comply with all of the terms of the Declaration of Covenants, these Bylaws and the Rules and any amendments of the same. A default by an Owner of any of the provisions of said Declaration, Bylaws and/or Rules shall entitle the Association, acting through the Board of Directors or the Manager, to the following relief:

- A. Fines. The Board of Directors shall have the right to levy against an Owner such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these Bylaws or the Rules of the Association. All such fines shall be added to and shall constitute a Common Expense assessed to that Home and payable by such Owner. Until such time as the Bylaws or Rules are amended, the fine for each violation of any portion of the Declaration, Bylaws or Rules shall be up to \$1,000.00 for each such violation, which amount is left to the sole discretion of the Board of Directors. Any such fine levied by the Board of Directors may be appealed for review by the Association at the next scheduled Association meeting. An Owner must pay the fine in order to reserve the right to appeal. Further, any costs incurred to enforce the provisions of the Declaration, Bylaws and/or Rules shall be assessed to the Home.
- B. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or, if appropriate, by any aggrieved Owner.
- C. Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the act, neglect or carelessness of the Owner, any member of the Owner's family or the Owner's tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Home or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.
- D. No Waiver of Rights. The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the

right of the Association, the Board of Directors or any Owner to such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

- E. Interest. In the event of a default by an Owner against him for the imposition of any fine, fee, late payment or expense which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest on the amount due at the rate of eighteen percent (18%) per annum, from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in an amount to be set by the Board of Directors on any amount so overdue, if any such properly assessed fees, fines and/or assessments are not received within fifteen (15) days of the date due. The Owner is also subject to the said interest on any unpaid late payment charge if the late payment charge is not paid within fifteen (15) days after imposition of the late payment charge.
- F. Late Fees. The Board, at its discretion, may establish late fees for any fee that is not paid within seven (7) days of the date due. An additional fee may be charged for each thirty (30) day period it is overdue. This fee is subject to interest and is considered a delinquency subject to collection as if it were a delinquent assessment.
- G. Abatement and Enjoinment of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any of the provisions of these Bylaws contained herein or the breach of any provision of the Declaration of Covenants shall give the Board of Directors, in addition to any other rights set forth in these Bylaws, the following rights:
 - a. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or
 - b. 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.
- H. Costs and Fees. In any action, the prevailing party shall be entitled to reimbursement of the reasonable costs and reasonable attorney's fees incurred in the action in the discretion of the Court. Notwithstanding this provision, all attorney's fees incurred in a collection case shall be paid by the delinquent Owner.
- I. Except as otherwise noted herein, all payments made to the Association on any Owner account shall be applied in the following order of priority:

- a. Interest
- b. Late fees
- c. Fines
- d. Costs and fees
- e. Special assessments (when such a payment is made, it shall be credited, if due in installments, from most delinquent installment to least delinquent installment)
- f. Regular assessments (payments shall be credited from the most delinquent assessment to the least delinquent assessment)

All of the items listed herein are to be considered a Common Expense assessed to the Home.

2. Lien for Assessments.

A. The total annual assessment of each Owner for the Common Expenses including any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Home of such Owner.

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 Board of Directors may then choose to call forward, on a continuing basis, three (3) quarters of fees owed, including any special assessments due during this period of time, for up to one year after any delinquency. Should this period extend into the next fiscal year, and the budget for such fiscal year not be yet adopted by the Board of Directors, the installment fees due shall be in the same amount as fees in the current fiscal year.

C. Any lien for assessments and/or other Common Expenses shall include, but not be limited to, interest, late charges, costs and attorney's fees and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors acting on behalf of the Association. Should the Association foreclose in this manner the Owner shall be required to pay a reasonable rental for the Home as assessed by the Board of Directors, unless and until the Home is further sold either by foreclosure of an entity having higher priority than the Association or by judicial decree.

D. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XI

1. Compliance. These Bylaws are set forth in compliance with the requirements of the laws of the State of New Hampshire.


2. Severability. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

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

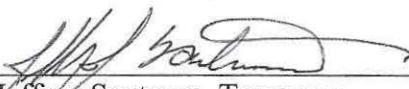
4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

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

These amendments to the Declaration and Bylaws were executed this 30th day of August 2021 by:


Elissa Harvey, President
Meadowview Knolls Condominium Association

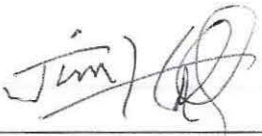
These amendments to the Declaration and Bylaws were executed this 30th day of July 2021 by:


Jeffrey Santman, Treasurer
Meadowview Knolls Condominium Association

CERTIFICATION OF THE SECRETARY

I, James Hall, Secretary of the Meadowview Knolls Condominium Association, do hereby certify that the above Amendments were approved by Owners who held at least sixty-seven percent (67%) of the Percentage of Undivided Interest in the Association and that said vote complied with the requirements of the Condominium Act, RSA 356-B, for amending the condominium instruments.

Date: July 31, 2021


James Hall, Secretary
Meadowview Knolls Condominium Association