

**DECLARATION
OF
SCHOOLHOUSE CONDOMINIUM**

THIS DECLARATION, pursuant to the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-3, is made this day of October, 2020, by Schoolhouse Condos, LLC, of 21 Bean Road, Plainfield, New Hampshire 03781.

1. Submission of Property. Declarant is the owner in fee simple of a certain tract of land located at 21 Bean Road, in Plainfield, County of Sullivan and State of New Hampshire, including with certain buildings and improvements thereon and certain easements, rights and appurtenances thereto. Declarant hereby submits that land, all present and future buildings and improvements thereon and all easements, rights and appurtenances, to the provisions of the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, and hereby creates with respect to the property a residential condominium to be known as

SCHOOLHOUSE CONDOMINIUM

2. Detailed Descriptions and Statements Required by the Act.

A. Name. The name of the condominium shall be

SCHOOLHOUSE CONDOMINIUM

B. Location. The condominium is located at 21 Bean Road, in Plainfield, County of Sullivan and State of New Hampshire.

C. Land. A legal description by metes and bounds of the land submitted to condominium is set forth in Appendix A. The land was conveyed to declarant by Fiduciary Deed of The Trustees of the Aidron Duckworth Art Preservation Trust of 1997, executed by the trustees in March of 2020, and recorded in the Sullivan County Registry of Deeds at Book 2099, Page 684.

D. Units. There will be a total of 3 units numbered 1 through 3 located in one building. The unit number of each unit, a description of its location and any other data necessary for its proper identification are set forth in the site plan and floor plan to be recorded herewith. The boundaries of each unit are described as follows:

1. The upper horizontal boundary shall be the unfinished interior surface of the ceiling of the unit.

2. The lower horizontal boundary shall be the unfinished interior surface of the floor of the unit.

3. The vertical boundaries shall be the walls of the unit to the extent that such walls are the unfinished interior surface of the exterior building walls and the unfinished interior surface of any wall adjoining another unit or common area

In addition, the following shall be deemed to be part of each unit: namely, all doors and windows therein; the unfinished interior surface of any entrance door frames; all lath, wallboard, plaster, paneling, tiles, carpet, wallpaper, paint, finished flooring and any other materials constituting any part of the finished interior surfaces thereof; sinks, bathtubs, showers, refrigerators, stoves, ovens and other appliances located in and serving only the unit.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lie partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit. All space, interior partitions and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit. It is intended to incorporate herein the applicable provisions of RSA 256-3:12 II, III and IV.

E. Limited Common Areas and Facilities. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, chimneys, mail boxes and other apparatus designed to serve a single unit, but located outside the boundaries of such unit as described in subparagraph D above or designed to serve certain units, shall be part of a limited common area appertaining to such unit or certain units exclusively.

Any foundation, structural walls, beams, supports, exterior walls, roof, entrances and exits of the building, common walls within the building, hallways and stairways serving multiple units within a single building and located outside of the boundaries of any single unit, shall be part of a limited common area pertaining to all of the units in that building.

Any central services and utilities, including, without limiting the generality of the foregoing, power, lights, telephone, gas, hot and cold water, heating, air-conditioning and waste disposal, including all equipment appurtenant thereto (but not including equipment contained within a single unit, unless such equipment serviced more than that single unit) which services the units in a single building, shall be part of a limited common area appertaining to all of the units in that single building. Except water heaters shall be limited common areas for the units to which they appertain together with an easement for access thereto for maintenance, repair and replacement.

All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal, which are located outside a single unit and all such facilities contained within any unit, but which serve parts of the building other than the unit within which it is located, together with an easement for access thereto for maintenance, repair and replacement which serve multiple units within a single building, shall be part of a limited common area appertaining to the units within that building.

F. Common Areas and Facilities. The common area and facilities include all of the property except those portions comprising units or limited common areas. Without limiting the generality of the foregoing, the common area and facilities include the following:

1. The land described in Appendix A together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be enforced;
2. All common equipment, wherever located in, on or around the building;
4. The yards, lawns, gardens, walkways, driveways, parking areas (except the Board of Directors may assign a specific parking area to each unit) and any other facilities for common usage located outside of the buildings.

G. Allocation of Interests in the Common Areas. Each unit shall have an equal undivided interest in the common areas and facilities.

H. Condominium and Unit Use: Purposes and Restrictions. • The condominium and each of the units thereof are primarily intended for residential use, and the following provisions are in furtherance of this purpose.

1. Residential Use. Each unit shall be occupied and used only for residential purposes by the Owner and his/her family, or by tenants, guests, invitees or licensees of the Owner, except for such limited professional use as the Board of Directors, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof; -

2. No Subdivision or Partition. No unit may be divided or subdivided into a smaller unit; no unit or portion thereof shall be added to or incorporated into another unit; the common area shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the common area be abandoned by act or omission, unless the condominium shall be terminated pursuant to the Act.

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

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

5. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units Support. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common area located in any of the other units or where the access to such common area is located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common area serving such other units and located in such unit or to which access is through such unit. The Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common area contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other units and the common area.

6. Condominium Subject to Easements for Ingress and Egress and Use. Each unit owner shall have an easement in common with the owners of all other units for ingress and egress through, and use and enjoyment of, all common area by persons lawfully using or entitled to same. Each unit shall be subject to an easement for ingress and egress **through** and use and enjoyment of, all common area by persons lawfully using or entitled to the same.

7. Use of Common Area. The common area shall not be used in a manner which is inconsistent with the residential character of the condominium, nor shall there be any obstruction, commission of any waste upon or other damage beyond reasonable wear and tear caused to the common area. Nothing shall be stored in, altered, constructed in or removed from the common area, without the prior written consent of the Board of Directors. The use of the common area by unit owners and all other parties authorized to use the same, and the use of limited common areas by the owner or owners thereof and other parties authorized to use the same, shall be subject at all times to the Bylaws and to such reasonable rules and regulations as may be prescribed by the Board of Directors.

8. No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the condominium and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other owners. No use shall be made of any part of the condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the condominium or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the condominium which would increase the rate of insurance on the common area without prior written consent of the Board.

9. Adoption of Rules and Regulations. The Board of Directors are empowered to adopt and amend from time to time reasonable rules and regulations on the condition that prior to the adoption of such rules, notice be given in writing to all owners and that a date and time be set when any owner may be heard on such proposed rules or regulations. After the adoption of any such rules or regulations by the Board of Directors, a copy of such rules or regulations shall be mailed or delivered to each owner.

I. Manner of Determining Appropriate Action Following Damage by Fire or Other Casualty. In the event of any damage to any portion of the condominium by fire or other casualty, appropriate action shall be determined as follows:

1. In the case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the buildings as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster with each unit and the common area and limited common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Board of Directors.

a. If the insurance proceeds are insufficient to reconstruct the buildings, damage to or destruction of the buildings shall be promptly repaired and restored by the Board of Directors using proceeds of insurance, if any, on the buildings for that purpose, and the unit owners shall be liable for assessment for any deficiency. However, if the owners by a vote of at least 30 percent as provided in RSA 356-8:34 agree to terminate the condominium and such agreement is placed on record as required by law, then upon the recording of such notice:

b. The property shall be deemed to be owned in common by the owners in proportion to their respective undivided interests in the common areas immediately prior to such recordation's, but as long as such tenancy in common lasts, each unit owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of said property which formerly constituted his or her unit;

c. Upon recordation of the notice, any rights the unit owners may have to the assets of the unit Owners' Association shall be in proportion to their respective undivided interests in the common areas immediately prior to such recordation except that common profits shall be distributed in accordance with RSA 356-8:44. This section provides that common profits shall be applied to the payment of common

d. expenses and rights in any surplus remaining shall accrue to the units in proportion to the number of votes in the Unit Owners' Association appurtenant to each such unit. Any such surplus shall be distributed accordingly to the unit owners unless otherwise provided in the condominium instruments;

e. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property;

f. The property shall be subject to an action for partition at the suit of any owner in which event the net proceeds of any sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage of undivided interest owned by each owner in the common area after first paying out of the respective shares of the owners to the extent sufficient for the payment of all liens on the undivided interest in the property owned by each owner.

J. Association of Unit Owners. The condominium shall be governed by a Unit Owners' Association as provided in this Declaration and the Bylaws incorporated and made a part of this Declaration. Declarant until such Association comes into existence as provided immediately below, shall have the power and the responsibility to act in all instances where the Condominium Act requires action by the Association, the Board of Directors or any officer or officers.

The Association shall be established as follows: within two years from the date of recording of this Declaration or after units to which 66.66 percent of the undivided interest in the common areas appertain have been conveyed, whichever occurs first, Declarant shall call the first meeting of the Unit Owners' Association. At the first meeting, the unit owners shall elect directors and officers in conformity with the Bylaws.

K. Capital Reserve Fund. At the time of acquiring title to a unit from Declarant, each owner shall pay the sum of \$----- to a capital reserve fund. As long as Declarant is responsible for management and maintenance under paragraph N below, such reserve fund payments shall be deposited in a bank account in the name of declarant. At such time as the Association shall become responsible for management and maintenance, Declarant shall transfer that bank account to the Association and all future such payments shall be made to and deposited in an account in the name of the Association. Withdrawals from the capital reserve bank account shall be made only in conformity with the Bylaws.

L. Escrow of Deposits. Any deposit made under a non-binding reservation agreement shall be placed in escrow, either into a separate account designated for this purpose, or into the regular escrow account of a real estate broker or attorney licensed under the laws of the State of New Hampshire. Any other deposit made in regard to any disposition of any interest in a unit either shall be placed in such escrow until settlement or closing, or shall be delivered to the person providing construction financing, who either shall hold the deposit in escrow or shall apply it to the construction of the condominium.

M. Site-Plan and Floor Plan. There is hereby recorded simultaneously with this Declaration a site-plan and floor plan which include the location and dimensions of any contemplated improvements which are to be located on any portion of the submitted land. In addition, there is also hereby recorded simultaneously with this Declaration the floor plans of every structure which contains or constitutes all or part of any unit or units and such floor plans show the location and dimension of the vertical boundaries of each unit to the extent that such boundaries lie within or coincide with their identifying numbers.

N. Management and Maintenance. Declarant, itself or through its agent, shall manage and maintain the common areas and the limited common areas pertaining to all the units in a single building until the Association comes into existence and its first meeting occurs as provided herein. Unit Owners other than Declarant shall pay Declarant or its agent a monthly common charge of \$ _____ per month per unit through DATE _____ as reimbursement for management and maintenance expense and other common expense. Thereafter, until the Association comes into existence Declarant shall be reimbursed for such expenses as actually incurred.

Thereafter, the Association shall be responsible to manage and maintain the common areas and limited common areas with respect to all the units of a single building provided that any expenses attributable to maintenance of limited common areas shall be apportioned solely among units having the benefits of such limited common areas.

The Declarant, until the Association comes into existence, and thereafter the Association, shall maintain a condominium insurance package including fire insurance with extended coverage in an amount at least equal to initial full replacement value.

O. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision.

P. Amendment. Except as otherwise provided herein and except as otherwise provided under New Hampshire Revised Statutes Annotated Chapter 356-B, the provisions of the Declaration may be amended only by agreement of unit owners of units to which 2/3 of the votes in the Association of Unit Owners appertain as evidenced by a certificate of vote executed and acknowledged by the President and the Secretary of the Association. Such amendments shall be effective upon recording in the office of the Registry of Deeds, Sullivan County, New Hampshire.

Q. 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.

R. Definitions. Except as expressly provided below and unless the context clearly indicates a different meaning therefor, terms used in this Declaration and in the Bylaws shall be defined as and have the meaning set forth in RSA 356-B:3. The following terms are expressly defined:

A. "Bylaws" means the Bylaws providing for the self-government of the condominium attached hereto as an Exhibit as amended from time to time.

B. "Condominium" means Schoolhouse Condominium which is established by this Declaration.

C. "Owner" or "unit Owner" means any natural person or persons, who holds or hold fee simple title to a condominium unit. No mortgagee shall be deemed to be an owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

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

E. "Unit Owners' Association" or "Association" means all of the owners as defined in subparagraph C acting as a group in accordance with this Declaration and/or the Bylaws.

T. Effective Date. This Declaration shall take effect upon its recording in the Registry of Deeds.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument ____day of October 2020.

SCHOOLHOUSE CONDOS< LLC

By _____
James J. Kelleher, Member

By _____
Thomas S. Lappin, Member

STATE OF NEW HAMPSHIRE:
COUNTY OF GRAFTON:

On this ____ day of October 2020, before me, the undersigned officer, personally appeared James J. Kelleher, duly authorized member of Schoolhouse Condos, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of Schoolhouse Condos, LLC.

Appendix A

A certain tract of land with buildings thereon situated in the Village of Meriden, Town of Plainfield, Sullivan County, State of New Hampshire, commonly known as the Meriden School properly, bounded and described as follows:

Beginning at a point on the easterly side of East Main Street in Meriden, being the south westerly corner of the within described premises; thence North $62^{\circ} 48'$ East along the northwesterly side of said road a distance of 598 feet to a point on the northwesterly side of Flatiron Road (formerly know as Cross Road); thence North $38^{\circ} 06'$ East along the northwesterly side of said road a distance of 93 feet; thence North $38^{\circ} 24'$ West along land now or formerly of Hulburd a distance of 275 feet to the corner of the stonewall on the southerly barilc of Mountain Brook, so called, thence South $80^{\circ} 36'$ West following the existing stone wail on the southerly hank of said brook a distance of 302 feet; thence westerly along the southerly side of said brook a distance of 158 feet; thence southerly along land now or formerly of Kimball Union Academy and land now or formerly of Townsend a distance of 325 feet; thence South $62^{\circ} 48'$ West along land now or formerly of Townsend a distance of 190 feet to the easterly side of East Main Street; thence South $29^{\circ} 39'$ East along said street a distance of 33 feet to the point of beginning.

All hearings are referenced to Magnetic North. Containing approximately 3.6 acres.

BYLAWS
OF
SCHOOLHOUSE CONDOMINIUM ASSOCIATION

Bylaws. This shall constitute the Bylaws by which, in addition to the other provisions of the Declaration, the administration of the property shall be governed.

(1) The terms "majority" or "majority of Unit Owners" means the Unit Owners with more than 50% of the vote in accordance with the assignment of one (1) vote to each Unit for voting purposes as described in the Declaration.

(2) The direction and administration of the Property shall be vested in the Schoolhouse Condominium Association herein referred to as the Association. In the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Association.

(3) A majority of the members of the Association shall constitute a quorum. The Association shall act by the vote of a majority of those members present at a meeting of the Association when a quorum is present.

(4) In the event of any dispute or disagreement between any Unit Owners relating to the property, or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Association shall be final and binding on each and all of such Owners.

(5) The Association shall have the power:

(a) To engage the services of any persons deemed necessary by the Association at such compensation deemed reasonable by the Association, in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(b) To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.

(6) The Association shall acquire and make arrangements for, and pay for out of the maintenance fund the following:

(a) Water, waste removal, electricity and telephone, and any other necessary utility service for the common elements and such services to the Units (including, but not limited to, heating) as are not separately metered or charged to the Owners thereof.

(b) Such insurance as the Association is required to obtain under the provisions of the Declaration and such other insurance as the Association deems advisable in the operation

and for the protection of the property and Units. Any losses under such policies of insurance proceeds recovered thereunder shall be applied and dispersed in accordance with the provisions of this Declaration and the Condominium Act.

(c) Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows and doors of the Units, and the patios and balconies which the Unit Owners have the exclusive rights to use and occupy) and such furnishings and equipment for the common elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the property or for the enforcement of any restrictions or provisions contained herein.

(e) Maintenance and repair of any Unit or any other portion of the property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary in the discretion of the Association to protect the common elements, or any other portion of the property, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered to said Unit Owner or Owners; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner or Owners in the property, which lien may be perfected and foreclosed in the manner provided in RSA 356-B of the New Hampshire Condominium Act with respect to liens for failure to pay a share of the common expenses.

(7) The foregoing notwithstanding, the Declarant shall cause to be elected initial officers of the Association who shall be Unit Owners.

(8) The Declarant shall turn over his control of the condominium to the initial officers of the Association after the completion of the improvements of the condominium or the majority of Units are sold, or two (2) years after the date of the execution of this Declaration have lapsed, or until the Declarant elects to terminate his control of the condominium, but in any event no later than two (2) years after the execution of this agreement.

(9) An annual meeting of the Unit Owners shall be held during January of each year for the purpose of electing officers of the Association, and any other such business as may come before the meeting. Special meetings of the Unit Owners may be called for any reasonable purpose, either by the President or not less than 66.66 % of the Unit Owners. The notice of special meetings shall designate the matters to be considered at that meeting.

(10) All meetings of the Association shall take place in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or

time designated by an officer. Written notice of the holding of any regular or special meeting of the Association, stating the date, hour and place of such meeting shall be delivered by mail, return receipt requested, to each Unit Owner in care of his Unit, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting. A majority of the Unit Owners shall constitute a quorum at all such meetings. A Unit Owner may vote either in person or by proxy at any regular or special meeting of the Unit Owners. Every proxy must be in writing and no proxy shall be valid after six (6) months from the date of its execution and shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

(11) The business and affairs of the Association shall be managed by a Board of three (3) Directors, who must be members of the Association. At the first annual meeting of the Association, and at each annual meeting thereafter, the members of the Association shall elect Directors to hold an office that is vacant until the next succeeding annual meeting.

(12) A President, a Secretary and a Treasurer shall be elected at each annual meeting of the Association from among its members. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Any such officer may be removed by the vote of a majority of the Association at any time. A vacancy in any office may be filled by the Association for the unexpired term.

(13) The President shall preside over the meetings of the Association; he may sign, together with any other officer designated by the Association, any contracts, checks, drafts or other instruments designated or approved by the Association. In the absence of the President, or in the event of his inability to act, another officer (in the order elected) shall perform the duties of the President.

(14) The Secretary shall, in addition to the duties provided by law, see that all notices (except the notice for the first annual meeting of the Unit Owners) are duly given as herein provided.

(15) The Treasurer shall keep the financial records and books of account of the Association and shall report annually to the Owners.

(16) All expenses, charges and costs of the maintenance, repair or replacement of the common elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association and a written memorandum thereof prepared and signed by the Treasurer.

(17) Each year, prior to the annual meeting, the Treasurer or the designated officer of the Association, shall prepare a summary of receipts and expenditures for the preceding calendar and a budget for the coming fiscal year. The fiscal year shall be based upon the calendar year.

At or before the annual meeting, the Association shall notify each Owner in writing as the amount of such estimated budget and shall depict each Owner's assessment of said budget.

On the first of each and every month of the calendar year, each Unit Owner shall be obligated to pay to the Association or as it may direct, an amount equal to 1/12 of the estimated annual budget for that year.

On or before the annual meeting, the Association shall supply to all Unit Owners its itemized accounting of income and expenses for the preceding calendar year, showing the net amount over or short of the actual expenditures plus any reserves.

Any amount accumulated in excess of the amount required for actual expenses and for reserves shall be credited according to each Owner's percentage of Ownership in the common elements to the next monthly installment due from Owners, under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of Ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the actual budget which may become necessary during the year shall be charged first against such reserve.

If said estimated annual budget proves inadequate for any reason, including non-payment of any Owner's assessment, the Association may at any time levy a further assessment which shall be assessed to the Unit Owners according to each Owner's percentage of Ownership in the common elements. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

When the first officers elected hereunder take office, they shall determine the estimated budget as hereinabove defined for the period commencing thirty (30) days after said election and ending on December 31st of that calendar year. The assessment shall be levied against the Unit Owners during the said period as provided in these paragraphs.

The failure or delay of the Association to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance or other costs and necessary reserves as herein provided, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(18) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be required to reflect delinquent

or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in the Declaration.

(19) Until such time as the Declarant turns over control of the condominium to the Association pursuant to Section (8) of these Bylaws, the Declarant may assess each Unit Owner a maintenance fee. All of the rights, duties and functions of the Association set forth in this Declaration shall be exercised by the Declarant for a period ending thirty (30) days after the date on which the first meeting of the Owners is called pursuant to the terms of Paragraph 8 hereinabove.

(20) All sums assessed by the Association, but unpaid, for the share of the common expenses chargeable to any Unit, shall constitute a lien on that Unit. This lien may be enforced by an officer of the Association in the manner as provided in the Condominium Act. The Association, acting through its officer, may bring legal action to recover a money judgment for unpaid common expenses.

(21) Upon ten (10) days' notice to the Association, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(22) Whenever any notice is required to be given under the provisions of this Declaration or Bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated herein, shall be deemed equivalent to the giving of such notice.

(23) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(24) The provisions of these Bylaws may be amended by a vote of 66.66% of the Unit Owners in the same manner that the Declaration may be amended as previously provided. However, no amendment may be voted and become a provision of these Bylaws or this Declaration which shall, in any way, supersede or be contrary to the New Hampshire Condominium Act.

(25) (a) Pursuant to R.S.A. 356-B:58, in the event of any resale of a Unit or any interest therein by a Unit Owner, the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

(1) Appropriate statements pursuant to R.S.A. 356-B:46 VIII and, if applicable, R.S.A. 356-B:47;

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

(3) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Association;

(4) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

(5) A statement of the status of any pending suits or judgments in which the Association is a party defendant;

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

(7) A statement that any improvements or alterations made to the Unit, or the limited common areas assigned thereto, by the prior Unit Owner are not known to be in violation of the condominium instruments.

- (b) The President of the Association shall furnish the statements prescribed by paragraph (a) above upon the written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

The foregoing were adopted as Bylaws of Schoolhouse Condominium Association by the Declarant on this _____ day of _____, 2020.

SCHOOLHOUSE CONDOS, LLC

By _____
James J. Kelleher, Member

By _____
Thomas S. Lappin, Member

STATE OF NEW HAMPSHIRE:
COUNTY OF GRAFTON:

On this _____ day of October 2020, before me, the undersigned officer, personally appeared James J. Kelleher, duly authorized member of Schoolhouse Condos, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of Schoolhouse Condos, LLC.

Notary Public

STATE OF NEW HAMPSHIRE:
COUNTY OF GRAFTON:

On this _____ day of October 2020, before me, the undersigned officer, personally appeared Thomas S. Lappin, duly authorized member of Schoolhouse Condos, LLC, known to

me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of Schoolhouse Condos, LLC.

Notary Public