

REGISTER OF DEEDS  
STRAFFORD COUNTY

BY-LAWS OF  
SUNNYBROOKE CONDOMINIUM  
MAST ROAD  
DOVER, NEW HAMPSHIRE

BK 1411 PG 0233



## TABLE OF CONTENTS

### By-Laws

I. BOARD OF DIRECTORS.....	1
A. Election and Meeting.....	1
B. Term.....	1
C. Resignation and Removal.....	1
D. Powers and Authority of the Board of Directors.....	2
II. MEETINGS OF THE BOARD OF DIRECTORS AND ASSOCIATION MEETINGS.....	3
III. VOTING PROVISIONS.....	4
A. Each Unit Shall Have One Vote.....	4
B. Proxies.....	4
C. Notice of Meetings of the Association.....	4
D. Special Meeting.....	4
IV. OFFICERS OF THE ASSOCIATION.....	5
1. Designation.....	5
2. Election of Officers.....	5
3. Removal of Officers.....	5
4. President.....	5
5. Clerk.....	5
6. Treasurer.....	6
7. Agreements, Contracts, Deeds, Checks, etc.....	6
8. Compensation of Officers.....	6
V. ASSESSMENTS AND RESPONSIBILITY OF THE DECLARANT.....	6
VI. DEFAULT IN PAYMENT OF ASSESSMENTS.....	6
VII. RENTAL OF UNITS.....	7
VIII. SALE OF UNITS.....	7
IX. AMENDMENTS.....	8



BY-LAWS OF THE  
ASSOCIATION OF UNIT OWNERS OF THE  
SUNNYBROOKE CONDOMINIUM

I. Board of Directors: The affairs of the Association of Owners shall be conducted by a Board of three (3) Directors.

A. Election and Meeting.

1. Within ninety (90) days of the conveyance of seventy-five (75%) per cent of the Units and the undivided interests in the Common Areas and facilities, or within two (2) years from the date of this instrument, whichever shall occur first, the Declarant shall turn over the control of the Association to the Unit Owners.

The first Annual Meeting shall be held within one (1) year from the date of the recording of these By-Laws. The purpose of the first Annual Meeting of the Association shall be to elect the Board of Directors. The meeting shall be conducted by the Developer or the Attorney for the Developer.

After the election of the Board of Directors, the Board shall choose from among the Board members, the President, Treasurer and Clerk of the Association.

The first annual meeting shall include such matters as shall be raised by any unit owner.

B. Term - The members of the Board shall serve for one (1) year. At each annual meeting, the Association shall elect a new Board of Directors. Any member can be elected to the Board of Directors without regard to the number of terms he may have served. For the purposes of this Section, a "member" of the Association includes both spouses or joint tenants, or tenants in common and any such person can be elected to the Board of Directors.

C. Resignation and Removal. Any member of the Board of Directors may resign at any time by giving written notice to the President and manager, and any member may be removed from membership of the Board of Directors by an affirmative vote of two-thirds (2/3rds) of the Owners. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal or any other cause, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association of Owners, at which time said vacancy shall be filled for the unexpired term.

BK 1411P50235

BK 141160236

D. Powers and Authority of the Board of Directors. The Board of Directors shall enforce the provisions of the Declaration and these By-Laws or any rules adopted hereunder and shall also have the following powers and duties.

1. To determine the annual budget for submission and vote by the Association at its annual meeting.
2. To make all assessments as provided in the Declaration including those assessments which are to be paid by the Unit Owners as special assessments and those assessments which are to be paid as common charges.
3. To procure fire insurance and casualty policies covering all of the common elements, buildings and facilities. To institute such rules, regulations or procedures necessary to insure that the fire and casualty policies applicable to the units shall be current and shall be adequate.
4. To make all decisions relating to the maintenance, repair and replacement of all of the common areas and buildings and facilities and the necessity for any repair or maintenance of the units on the mobile home or other structure therein. The Board shall have the power to contract for any labor, materials, services, supplies, insurance or other costs associated with the said maintenance, repair, or replacement of the common areas, buildings, facilities and the structures within the units, and to do so without regard to whether such costs are within the limits of the most recent Association budget, so long as the Board shall find that such costs and the work associated therewith shall be reasonably necessary, prior to the next annual meeting.
5. To prepare an annual budget and, with the assistance of the Treasurer of the Association, present the budget at the annual meeting of the Association, or at any special meeting of the Association, called for the purpose of acting upon budgetary matters.
6. To employ a Manager or management firm at such compensation as established by the Board. Any such Manager shall perform such duties and services as the Board shall authorize by a written instrument. The term of any contract or arrangements with any Manager shall not exceed two (2) years and shall be terminable by the Board upon not more than ninety (90) day's written notice.

- BK 141 1 PG0237
7. To hire or contract for any legal accounting or other professional services necessary to the property operation of the Condominium or the enforcement of the provisions of the Declaration or By-Laws.
  8. To adopt any rules deemed necessary for the enjoyment of the Condominium, provided that such rules shall not be in conflict with the Condominium Act, this Declaration or these By-Laws.
  9. To do such things and acts as shall not be inconsistent with the Condominium Act, or with the Declaration or these By-Laws, or which may be authorized to do by a resolution of the Unit Owner's Association.

II. Meetings of the Board of Directors and Association Meetings.

(a) Three (3) members of the Board of Directors shall constitute a quorum and if a quorum is present at any meeting, the decision of two (2) of the Directors shall constitute an act of the Board of Directors. Any member of the Board of Directors can call a meeting of the Board for any purpose relating to the powers and duties of the Board of Directors.

(b) The presence, whether by proxy or personal attendance, at any meeting of the Association, of at least twenty-five (25%) per cent of the Owners of the units existing at that time, shall constitute a quorum. Unless otherwise provided in the Declaration, any action may be taken at any meeting of the Association present. Prior to the establishment of all thirty-seven (37) units, the Association shall consist of the Owners of the then existing units. Each such Owner shall have one vote and the total number of votes within the Association shall equal the number of Units then existing and part of the Condominium.

(c) Within ninety (90) days after the first meeting of the Board of Directors, the Board shall call a Special Meeting of the Association for the purpose of voting upon a budget for the Association, and to vote upon such other matters as the Board shall deem necessary. During the period between the date of the first meeting of the Association and the Special Meeting, the Board shall prepare a budget for the consideration of the Association for the period prior to the next Annual Meeting.

(d) All Annual Meetings of the Association shall be held on the anniversary date of the first annual meeting of the Association, or at such other time as the Board of Directors shall decide.

(e) Special Meetings of the Association of Owners may be called at any time, by any Unit Owner for the purpose of considering matters which, by the terms of the Declaration, require the approval of some or all of the Unit Owners, or for such other reasonable purposes approved by the Board of Directors.

### III. Voting Provisions.

A. Each Unit shall have One Vote. Where there shall be more than one person having legal title to a Unit and more than one such person shall be present at any meeting of the Association, the vote pertaining to that Unit shall be cast only in accordance with the unanimous agreement of such persons.

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

### C. Notice of Meetings of the Association.

The Clerk of the Board of Directors shall, 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, send to each Unit Owner notice of the time, place, and purpose or purposes of such meeting. Such notice shall be sent by United States mail, return receipt requested, to all Unit Owners of record at the address of their Units.

### D. Special Meetings.

Special Meetings of the Association of Owners may be called by an Unit Owner at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the Owners, or any other reasonable purpose.



#### IV. Officers of the Association.

1. Designation. The principal officers of the Association shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistants or such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Clerk may be held by the same person.

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

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

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

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

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

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 from the Association for acting as such.

V. Assessments and Responsibility of the Declarant

A. Prior to the establishment of the Condominium Association and the transfer of control by the Declarant, as provided in these By-Laws, the Declarant shall determine the amounts of the assessments to be made under the Declaration, including special assessments, and common charges, and shall assess each Unit Owner, including the Declarant, according to the provisions of the Declaration.

VI. Default in Payment of Assessments.

The Board of Directors shall have the ability to establish the time at which all assessments shall be due and payable including special assessments and regular common charge assessments. Each common charge assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the Unit Owner against whom such assessments are made. All assessments shall be due within ten (10) days of the receipt of the notice of any such assessment, unless the Board of Directors or Treasurer of the Association shall designate otherwise. All assessments which shall remain unpaid beyond the ten (10) day period stated above, or beyond the period established by the Board of Directors or Treasurer, shall be automatically subject to the lien provisions of the Condominium Act.

VII. Rental of Units.

Any Owner shall have the right to rent his Unit, provided, however, that the restrictions upon use and occupancy, as contained in the Declaration, shall be deemed to be part of the rental or lease agreement between the Unit Owner and the lessee, and the Declarant or the Association shall have the right to enforce the applicable provisions of the Declaration and By-Laws against any Lessee of any Unit, without the consent of the Unit Owner.

VIII. Sale of Units.

In the event that any Unit Owner (other than the Developer) shall contract to sell or transfer title to his Unit, he shall notify the Clerk of the Board of Directors within ten (10) days prior to such sale. The Board of Directors shall provide the Seller with a Certificate stating that all assessments relating to the subject Unit have been paid. Such Certificate shall be recorded in the Strafford County Registry of Deeds.

In the event that such assessments shall not have been paid and the Seller of a Unit shall not satisfy such amounts as of the date of the sale, the Board of Directors shall not issue the said Certificate.

In addition, the prospective unit owner shall have the right to obtain from the owners' association prior to the closing, the following:

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

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years;

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

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

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

BK 1411 PG 0241

(f) A statement setting forth what insurance coverage is provided for all unit owners by the Unit Owners' Association and what additional insurance coverage would normally be secured by each individual unit owner; and

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

The principal officer of the Unit Owners' Association, or such other officer or officers as the condominium instruments may specify, shall furnish the statements prescribed by Paragraph II upon the written request of any prospective unit owner within ten (10) days of the receipt of such request.

THE FAILURE OF THE SELLER OF ANY UNIT TO ACQUIRE THE SAID CERTIFICATE SHALL BIND THE PURCHASER GRANTEE TO PAY AND SATISFY ANY UNPAID ASSESSMENTS OF THE SELLER AND THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO ASSERT ALL OF ITS REMEDIES AGAINST SUCH PURCHASER GRANTEE FOR ANY SUCH UNPAID ASSESSMENTS.

THE FAILURE OF ANY UNIT OWNER TO NOTIFY THE BOARD OF DIRECTORS OF ANY PROPOSED SALE OR TRANSFER, WHETHER COMPLETED OR NOT, SHALL RESULT IN A FINE OF FIFTY (\$50.00) DOLLARS, WHICH SHALL CONSTITUTE A SPECIAL ASSESSMENT AGAINST THAT UNIT.

IX. Amendments.

These By-Laws shall be allowed to be amended by a vote of not less than seventy-five (75%) per cent of the Unit Owners. Any such amendment shall be recorded at the Strafford County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals on this 29<sup>th</sup> day of April, 1988.

*Harold Davis*  
Witness

WHITE ENTERPRISES, INC.  
by: *Charles I. White*  
Charles I. White,  
President

STATE OF NEW HAMPSHIRE  
COUNTY OF Strafford

April 29, 1988

Personally appeared the above named Charles I. White,  
duly authorized officer of White Enterprises, Inc. and  
acknowledged the foregoing instrument to be the free act  
and deed of said Corporation.

Before me,

*J. J. [Signature]*  
Justice of the Peace

BK 1411 PG 0243

