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Red = Delete  
Blue = Change or Addition  
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~~DECLARATION OF CONDOMINIUM   
FOR   
HIGHLAND COLONY~~~~[[1]](#footnote-1)~~ ~~A CONDOMINIUM~~

# **DECLARATION FOR HIGHLAND COLONY A CONDOMINIUM Holderness, Grafton County New Hampshire**

**THIS DECLARATION** is made this 22nd day of March, 1985 **for Highland Links Colony – A Condominium, and recorded in the New Hampshire Grafton County Registry of Deeds, Book 1566, Page 793; later superseded on the 15th day of October, 1990 by a Declaration of Highland Links Colony – A Condominium, and re-recorded in the New Hampshire Grafton County Registry of Deeds, Book 1883, Page 666; later superseded on the ---- day of ----, 2024 by a Declaration of HIGHLAND COLONY – A CONDOMINIUM (formerly known as HIGHLAND LINKS COLONY – A CONDOMINIUM), and re-recorded in the Grafton County Registry of Deeds, Book ----, Page ----, with respect to which the aforementioned Declaration, and certain site and floor plans having been recorded, thereby establishing and creating HIGHLAND COLONY – A CONDOMINIUM (the “Condominium”) by the HIGHLAND COLONY HOMEOWNER ASSOCIATION, (hereinafter sometimes called the “Homeowner Association” or “Association”) with the mailing address PO BOX 400, Plymouth, New Hampshire 03264,** for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H[. RSA Chapter 356-B](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b) (hereinafter sometimes called the “Act”); **and**

**WHEREAS** ~~Declarant~~ **said** **HIGHLAND COLONY HOMEOWNER ASSOCIATION, a voluntary non-profit corporation organized and existing under the laws of the State of New Hampshire**, and located on Mount Prospect Road in the Town of Holderness, County of Grafton and State of New Hampshire; owns a certain tract of land, ~~with the improvements heretofore or hereafter constructed thereon, located on Mount Prospect Rd. In Holderness, Grafton County, New Hampshire, on which it proposes to construct certain buildings~~ containing a total of thirty-four (34) separate, living units with parking areas, ~~to~~ in a condominium project known as **HIGHLAND COLONY - A CONDOMINIUM**  **(formerly known as HIGHLAND LINKS COLONY – A CONDOMINIUM, hereinafter sometimes called “The Condominium”**);

**~~WHEREAS~~** ~~the Declarant intends to sell and convey condominium units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvements of The Condominium for the benefit of all of said condominiums and the future owners thereof;~~

**NOW THEREFORE**, the **HOMEOWNER ASSOCIATION** ~~Declarant~~ hereby declares that all of the premises described in Exhibit A, “**a description of lands by metes and bounds**,” attached hereto, including all of The Condominiums and other improvements located ~~and to be located~~ thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, **and** Iand obligations, ~~all of which are declared and agreed to in furtherance of the conversion of said premises into condominium units~~; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of The Condominium as a whole, and to mutually benefit each of theservitudes upon each of said condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in and of said condominium units, ~~including the Declarant, and~~ their grantees, heirs, devisees, successors, and assigns, and shall deem to run with the land and be a burden and benefit to all such persons, ~~including Declarant,~~ their grantees, heirs, devisees, successors, and assigns.

# ARTICLE I: DEFINITIONS

### 1-100 Definitions

Certain of the terms as used in this Declaration and in the By-Laws which are  
annexed hereto as Exhibit B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:

1-101 **“Act”**   
means the New Hampshire Condominium Act ([RSA Chapter 356-B](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b)).

1-102 **“Additional Land”**   
means all of the land which, subject to the provisions of the CondominiumAct and provisions hereof, may be added to the Condominium.

1-102 **“Additional Land”**means all of the land which, subject to the provisions of the Condominiumb Act and the provisions hereof, may be added to the Condominium.

1-103 **“Assessment**” means that portion of the cost of maintaining, improving, repair, and managing the property which is to be paid by each unit owner.

1-104 **“Association”** or “**Association** **of** **Owners**” or “**Homeowner** **Association**” means the unit owners acting as a group in accordance with the Act, the Declaration, and the Homeowners Association By-Laws.

1-105 “**Board**” or “**Board** **of** **Directors**” means the executive and administrative entity designated in this Declaration or the By-Laws of the Homeowners Association as the governing body of said Homeowners Association.

##### 1-106 “**Building**” means all of the structures containing units located on the property subject to this condominium.

##### 1-107 “**Homeowners Association By-Laws**” means the instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Homeowners Association.

##### 1-108 “**Common Area**” means all that portion of the Condominium, other than the units, and is more particularly described in Chapter [2-400](#_2-400_Common_Area) hereof. Common Area includes Limited Common Area.

1-109 “**Common Expenses**”means all expenditures lawfully made or incurred by or on behalf of the Homeowners Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; “**Future Common Expenses**” shall mean Common Expenses for which assessment are not yet due and payable.

~~1-110 “Common Profits” means all income collected or accrued by or on behalf of the Homeowners Association, other than income derived from special assessments against individual units as provided for in Paragraph~~ [~~2-702~~](#_2-702_[Use_of)~~,~~ [~~Chapter 5-100~~](#_5-100_[Property_Appearance)~~, hereof.~~

1-110 “**Common Profits**” **means all income collected or accrued by or** **on** **behalf of** the Homeowner Association, other than income derived from Special Assessments against individual units as provided for in this Declaration or other Condominium Instruments.[[2]](#footnote-2)

1-111 “**Condominium**” means the real property and any interests therein described in Exhibit A hereof.

1-112 “**Condominium Instruments**” means **the Bylaws, the Residency Rules and Regulations,** this Declaration, and the Exhibits annexed hereto, as the same from time to time may be amended. Said exhibits are as follows:

**Exhibit A-** a legal description of the real property by **metes and bounds** subjected to this Declaration. Also included within the scope of Exhibit A are the following surveyor’s and engineer’s plans: Highland Colony, A Condominium, Mt. Prospect Road, Holderness, N.H., Surveyed August 1984, by John R. French, Revised March 1985; and as later amended and revised and recorded on August 1, 1989, as [Plan # 5747](#_Plan_#_5747,)[[3]](#footnote-3), Grafton County Registry of Deeds.

**Exhibit B** – Bylaws of Highland ~~Links~~ Colony **Homeowner** Association~~, Residency Regulations, Recreation Facility Regulations~~

~~Exhibit C – Condominium Warranty Deed.~~

~~Exhibit D – [Property Deeds] Deed from Richard and Judith Dearborn to Krypton Corporation.~~

**Exhibit C–** Assignment of undivided interest in the Common Area of the Condominium

~~Exhibit F – [Easement Deeds] Easement Deed from Lynn Currier, Michael D. Currier, and Steven D. Currier to Krypton Corporation.~~

~~Exhibit G – [Property Deeds] Deed from Marcia B. Pine and Richard V. Bergren to Joseph and Deloris Clark; proposed deed from Marcia B. Pine and Richard V. Bergren to Krypton Corporation.~~

1-113 “**Condominium Rules**” or “**Residency Rules and Regulations** “means such residency regulations as the Homeowner Board from time to time may adopt relative to the use of The Condominium, or any part hereof.

1-114 “**Condominium Unit**” means a unit together with the undivided interest in the common area pertaining to that unit.

~~1-115 “~~**~~Declarant~~**~~” means Mountain River Development Associates, L.L.C., a limited liability company formed and organized under the laws of the State of New Hampshire with a principal place of business at Holderness New Hampshire and a mailing address of 340 Main Street, Worcester, Massachusetts 01608 its successors and assigns.~~~~[[4]](#footnote-4)~~

1-116 “**Declaration**” means this instrument.

1-117 “**Highland** **Colony** ~~Links~~, **a Condominium**” means the premises described in Exhibit A including land, all buildings and other improvements, and structures now or hereafter erected 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 the Act.

~~1-118 “~~**~~Institutional Lender~~**~~” means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the ongoing entities.~~

1-119 “**Limited Common Area**” means a portion of the common area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.

1-120 “**Manager**” or “**Managing Agent”** means the person designated by the Homeowners Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by the ~~homeowners’~~ **homeowner** Board in accordance with the provisions of the Declaration and the By-Laws.

1-121 “**Share**” means the assigned, undivided interest in and to the Common Area attributed to each unit as set forth in ~~Chapter 2-600~~ **Exhibit C.**

1-122 “**Supplemental Declaration**” means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.

1-123 “**Unit**” means a portion of The Condominium designated and intended for individual ownership and use. Garages shall be included within the source foot calculations used to determine the size of a unit and its undivided interest in the Common Area.

~~1-124 “~~**~~Unit Owner~~**~~” means one or more persons who own a condominium unit.~~

**1-124 “Unit Owner” means one or more persons whose name or names appear on the property title, or the beneficiary of a Trust or similar legal arrangement naming that unit’s resident as the property owner for their lifetime”[[5]](#footnote-5)**

##### 1-125 “**Rear of Unit**” means the single side of the unit that faces the assigned parking spaces for the subject unit.

## ARTICLE II: INFORMATION REQUIRED BY SECTION [356-B:16](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-16/)

### 2-100 Description of Land.

~~A legal description of the Submitted Land~~**~~,~~ A legal description by metes and bounds of the Submitted Land.[[6]](#footnote-6)** consisting of 53.95 acres, on which the buildings and other improvements in The Condominium are located is contained in Exhibit A attached hereto and made a part hereof. ~~The Submitted Land includes an existing golf course, and proposed cross country skiing trails~~.

### 2-200 Description of Buildings.

There are ~~intended to be no more than~~ twenty-two (22) residential buildings in the Condominium. Containing a total of no more than thirty-four (34) Units, the buildings ~~will be~~ **are** constructed of wood frame and concrete block on a concrete slab or foundation~~. The Declarant may, as part of the initial construction of a Unit, construct an attached garage designed to accommodate no more than two (2) vehicles in accordance with as-built floor plans, to be recorded simultaneously with the instrument of conveyance. Any garage so constructed shall be constructed of wood frame and concrete block on a concrete slab. No condominium Unit shall contain more than one~~(1) garage.”[[7]](#footnote-7) **In** addition, the Condominium consists of ~~an existing~~ **a** Community Center building, **a** swimming pool, and a tennis court.[[8]](#footnote-8)

### 2-300[[9]](#footnote-9) Description of Units.

The unit number and dimensions of each unit are shown on the Site Plan and Floor Plans referred to in Exhibit A and that exist in the Grafton County Registry of Deeds. The Boundaries of each unit with respect to floors, ceilings, walls, doors and windows thereof are as follows:

#### 2-301 Horizontal Boundaries:

The unfinished or undecorated interior surfaces of the lower most basement floor.

The unfinished or undecorated interior surface of the upper most ceiling.

#### 2-302 Vertical Boundaries:

The unfinished or undecorated interior surfaces of the perimeter walls.

The unfinished or undecorated exteriors of the windows, window frames and perimeter doors.

#### 2-303 Garages.

Any garage appurtenant to any unit ~~shall be~~ shown on site plans and floor plans ~~and~~ shall have the same boundary restrictions as units described above.

#### 2-304 Doors and Windows.

The exterior/perimeter doors and windows of each unit shall be considered part of the Unit and not Common Area.

### 2-400 ~~Common Area~~ Common Areas (Not Exclusive to Individual Units)

The Common Area includes, but not by way of limitation:

#### 2-401 Common Area Property

The land on which the buildings containing the Units are located and the walks, shrubbery, and other plantings, parking areas, roads and driveways, community building, ~~golf course~~, tennis court, swimming pool, and other land and interests in land included in the description of The Condominium in Exhibit A.

#### 2-402 Structural Elements of Buildings, Utility Conduits, Furnishings

The foundations, column girders, beams and supports, and roof of each building; the perimeter walls around each unit to the unfinished or undecorated interior surfaces thereof and any other walls, windows, window frames, doors, and door frames which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas with the expressed exception of water systems that serve the Units.

#### 2-403 Utilities, Chimneys Serving More than One Unit

The sewerage disposal and water systems, chimneys serving more than one unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium ~~and~~ are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other common area within the unit).

#### 2-404 Utility Conduits Not Located Within a Unit

The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a unit and any such facilities located within a unit, which either serve parts of The Condominium other than the unit within which they are located or are entirely encased by other common area within them, and

#### 2-405 Personal Property**, ( i.e., Items Owned Collectively)**

All other parts of The Condominium, including personal property acquired by the Association necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in this Declaration or its exhibits.

#### ~~2-406 Deleted, June 1990~~

#### 2-407 **Maintenance of the Common Area**

The Association is responsible for maintaining operating and repairing and paying for the maintenance, operation, and repair of all Common Areas except as provided otherwise in this Declaration.

#### ~~2-408 Deleted. [Doors and Windows—Not Common Area].~~~~[[10]](#footnote-10),[[11]](#footnote-11)~~

### 2-500 Limited Common Area **(Exclusive to the Individual Units).**

There is appurtenant to each of the units Limited Common Areas which are limited to the exclusive use of the owner or owners of the units or units to which they are appurtenant:

#### 2-501 **Areas Around Units**

There is predicated to each unit as Limited Common Area the land immediately adjacent to the non-rear of the unit of each individual unit for a distance of twenty-five (25) feet; provided, however, that in the event of units which are closer than fifty (50) feet, the Limited Common Area between such units shall be one-half of the distance. In addition, there is predicated to each unit as Limited Common Area the land immediately adjacent to the rear of the unit of each individual unit for a distance of fifty (50) feet, the Limited Common Area shall extend only to said right-of-way or property border, and provided further, that in the event of units which are closer than sixty-five (65) feet, the Limited Common Area between the units shall be a prorated share of the land based upon the rights enjoyed by each unit. ~~Each unit owner shall be required to keep these respective yard areas in good order at all times.~~ The maintenance of these Limited Common Areas shall be a common expense borne by all members of the Association. Said Limited Common Areas shall be measured as being adjacent to the non-rear side of any garage which is attached to a dwelling unit. Any detached garage shall not have Limited Common Area immediately adjacent to it, but said area shall be Common Area.

#### ~~2-502 Deleted, June 1990~~

#### ~~2-503 Deleted, June 1990~~

#### ~~2-504. [Use of Currier Road]~~

~~There is appurtenant to the units numbered 28 through 34 as Limited Common Area the right to use the road bordering the property of the Condominium and William G. Cushing, and Charles L. Currier known hereafter as Currier Road. The location, extent of interest and the use and maintenance is limited by an agreement between Krypton Corporation and Lynn Currier, Michael D. Currier and Steven D. Currier which is attached to this Declaration as Exhibit “F”. The methods used to assess maintenance, operational, and capital costs for this road is described in Section 10-600. Said road may, at some future date, be accepted as a public road by the Town of Holderness, at which time all merghtsand obligations to that private way will be extinguished without prejudice of recourse to the Declarant. 2-504.[[12]](#footnote-12)~~

#### **2-505 Limited Common Area Exclusive to Units.**

**Limited Common Area elements exclusive to the individual units shall include but are not limited to all doors, windows, garage doors, chimneys, chimney liners, chimney caps, and all wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of that unit. Any other feature or apparatus (*e.g*. including but not limited to rain gutters, patios, or fuel tank enclosures, etc.) added subsequent to the filing of the Plan with the Grafton County Registry of Deeds or designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a limited common area appertaining to that unit exclusively.** [**RSA 356-B:12**](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-12/)**.[[13]](#footnote-13)**

### ~~2-600~~~~[[14]](#footnote-14)~~ ~~[[15]](#footnote-15)~~~~Unit Values[[16]](#footnote-16)~~

~~The undivided interest appurtenant to each Unit in The Condominium is allocated on the basis of value as permitted by New Hampshire~~ [~~RSA 356-B: 17~~](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-17/)**~~is recorded in Exhibit C attached herein~~**~~. The relative value of each unit shall be ascertained and~~ **~~is~~** ~~determined by its Group, it being understood and acknowledged that larger Units generally have a higher value than those which are smaller and that single-story “ranch-style construction” Units of a given size generally have a higher value than multi-story or townhouse Units of that same size the relative value shall be ascertained as follows:~~~~[[17]](#footnote-17)~~

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **~~Schedule A[[18]](#footnote-18)~~** | | | | |
| **~~Allocation of Percentage of Undivided Interest~~** | | | | |
| **~~Unit~~** | **~~Group~~** | **~~Value [2001]~~** | **~~Percentage~~** |
| **~~1~~** | **~~14~~** | **~~$117,125.00~~** | **~~3.24%~~** |
| **~~2~~** | **~~16~~** | **~~$125,275.00~~** | **~~3.46%~~** |
| **~~3~~** | **~~11~~** | **~~$104,900.00~~** | **~~2.90%~~** |
| **~~4~~** | **~~11~~** | **~~$104,900.00~~** | **~~2.90%~~** |
| **~~5~~** | **~~16~~** | **~~$125,275.00~~** | **~~3.46%~~** |
| **~~6~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~7~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~8~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~9~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~10~~** | **~~10~~** | **~~$100,825.00~~** | **~~2.79&~~** |
| **~~11~~** | **~~9~~** | **~~$ 96,750.00~~** | **~~2.68%~~** |
| **~~12~~** | **~~3~~** | **~~$103,250.00~~** | **~~2.86%~~** |
| **~~13~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~14~~** | **~~4~~** | **~~$106,500.00~~** | **~~2.94%~~** |
| **~~15~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~16~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~17~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~18~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~19~~** | **~~9~~** | **~~$ 96,750.00~~** | **~~2.68%~~** |
| **~~20~~** | **~~3~~** | **~~$103,250.00~~** | **~~2.86%~~** |
| **~~21~~** | **~~1~~** | **~~$ 96,750.00~~** | **~~2.68%~~** |
| **~~22~~** | **~~3~~** | **~~$103,250.00~~** | **~~2.86%~~** |
| **~~23~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~24~~** | **~~3~~** | **~~$103,250.00~~** | **~~2.86%~~** |
| **~~25~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~26~~** | **~~1~~** | **~~$ 96,750.00~~** | **~~2.68%~~** |
| **~~27~~** | **~~2~~** | **~~$100,000.00~~** | **~~2.76%~~** |
| **~~28~~** | **~~14~~** | **~~$117,125.00~~** | **~~3.24%~~** |
| **~~29~~** | **~~11~~** | **~~$104,900.00~~** | **~~2.90%~~** |
| **~~30~~** | **~~13~~** | **~~$113,050.00~~** | **~~3.13%~~** |
| **~~31~~** | **~~14~~** | **~~$117,125.00~~** | **~~3.25%~~** |
| **~~32~~** | **~~13~~** | **~~$113,050.00~~** | **~~3.13%~~** |
| **~~33~~** | **~~12~~** | **~~$108,975.00~~** | **~~3.01%~~** |
| **~~34~~** | **~~13~~** | **~~$113,050.00~~** | **~~3.13%~~** |

~~To assign a Unit to its appropriate Group, the square footage of the Unit shall be determined by measuring interior first-level and second-level space, exclusive of storage space under eaves and storage space over garage space. The square footage of porches and garages are included. Outside decks are not to be included in the calculation of square footage; however, fifteen percent (15%) of the square footage of the basement area of a units shall be included in the calculation of overall square footage for the purpose of ascertaining value. The relative value of Units which have been constructed and conveyed are as set forth in Schedule A,~~ **~~Exhibit C~~** ~~attached hereto. The Declarant reserves the right to record from time to time, amendments to the within declaration executed by the Declarant solely, requiring no consent of the Association or any other Unit Owner, or mortgage. The purpose of such amendment shall be to reallocate the undivided interest in the Common Area, appurtenant to each Unit at such time as each Unit to be constructed by the Declarant is substantially completed and brought into the Condominium by means of recording of a site plan, as-built floor plans and such an amendment. Any such reallocation, however, shall be accomplished on the basis of value as set forth hereinabove.~~**~~[[19]](#footnote-19)~~** ~~The value for each unit (determined on the basis of its Group as set forth above) shall not be subject to amendment or change, unless by further amendment to the Declaration signed by all parties, and recorded in the Grafton County Registry of Deeds., but it is understood and agreed that as additional units are brought into the Condominium, the undivided interest appurtenant to all Units in the Condominium shall be reallocated on the basis of value, and in accordance with the then-current allocations of value among groups.~~~~[[20]](#footnote-20),~~~~[[21]](#footnote-21)~~

#### 2-601 Voting Rights.

There shall be appertain to each condominium unit in The Condominium, for voting purposes in connection with meetings of the Association one vote per unit. Where a particular condominium unit is owned by more than one person, said owners may not divide the vote appertaining to the unit.

### 2-700 Statement of the Purposes of Condominium Use.

**The Condominium is primarily intended for residential use and the following provisions, together with the provisions of The Condominium Residency Regulations, are in furtherance of this purpose.**

#### ~~2-701 Right of Occupancy~~

~~Each Unit shall be occupied and used primarily for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units, so long as any lease or rental agreement shall be for at least ninety (90) days, and so long as the lessees or tenants thereof occupy and use the leased premises in accordance with the previous hereof.~~~~[[22]](#footnote-22)~~

#### **2-701 Right of Occupancy.**

**No Unit Owner shall occupy or use his or her Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Unit Owner and Unit Owner’s family or the Unit Owner’s lessees or guests. The occupancy of each Unit shall be restricted to not more than five (5) persons related by blood or marriage or four (4) unrelated persons unless otherwise permitted in writing by the Board of Directors. This restriction shall not be construed to prohibit Owners from leasing their Units, so long as any lease or rental agreement shall be for at least ninety (90) days, and so long as the lessees or tenants thereof occupy and use the leased premises in accordance with the previous hereof.**

#### 2-702 **Use of the Common Area**

The Common Area shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and anyone causing such damage shall pay the expense incurred by the Board in repairing the same. No boats, boat trailers, snowmobiles, barbeque grills or other personal property shall be stored in the Common Area. Storage of such items shall be inside the common storage facility, the unit or garage as space permits and subject to the direction of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.

#### 2-703 **Noxious Behavior, Hazards**

No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard, or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

#### 2-704 Signs

No signs ~~(except as provided in Paragraph 2-706 below),~~ clothes lines, television antennas, refuse, or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board.

#### 2-705 **Animals**

No animals, livestock, or poultry, except those animals commonly thought of as household pets, shall be kept anywhere within The Condominium.

#### ~~2-706~~ **~~Ownership of Unsold Buildings~~**

~~The Declarant shall be deemed to be the owner of any condominium units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold condominium units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; However, all of the foregoing shall not substantially interfere with the comfortable and convenient use of The Condominium units by the respective unit owners. [[23]](#footnote-23) The Association shall have the right to place reasonable building and unit identification signs, and signs notifying users of the Common Area of the use, or other pertinent items concerning those facilities or areas.~~

#### 2-707 **Right to Amend Instruments**

The Association is empowered to adopt and amend, from time to time, **Condominium Residency Regulations** concerning the use of The Condominium and various parts thereof, which **Residency Regulations** shall be furnished in writing to all unit owners which **Residency Regulations** shall not be violated.

#### 2-708 **Right of the Board to Withdraw Consent** [**2-700**](#_2-700__Statement)

The consent of the Board referred to in this Chapter 2-700 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of The Condominium.[[24]](#footnote-24)

#### 2-709 **Encroachment**

None of the rights and obligations of the owners created herein or in any deed conveying a condominium unit ~~from the Declarant to a purchaser thereof~~, shall be altered in any way by encroachments, except to the extent that any unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred to the willful and intentional misconduct of said owner or owners or their agents or employees.

#### ~~2-710~~ **~~Right to Amend Regulations~~**

~~The Association is empowered to adopt and amend, from time to time, Recreation Facility Regulations concerning the use of The Condominium’s recreation facilities. [[25]](#footnote-25)~~

#### ~~2-711 [Right to Charge Fees to General Public]~~

~~Nothing in this Declaration is meant to restrict the Association from authorizing the use of the recreation facilities located in the Common Area by members of the general public for a fee. The Association may authorize said use, subject to any Recreation Facility Regulations as per Section 2-710. All fees generated from the use of the recreation facilities shall be subject to any contractual obligations and shall be considered common profit.~~

#### ~~2-712 [Subdividing, Selling, Abandoning Property]~~

~~Nothing in this Declaration is meant to prevent the Association from subdividing and selling, or abandoning the use of the golf course provided the other procedural provisions of this Declaration are followed. Notwithstanding anything contained herein to the contrary, the Association is not obligated to keep and maintain any portion of the Common Area as a golf course. The Association shall, however, make the golf course and related assets available for a net lease to a third-party lessee for a period of five (5) years from the date hereof with the expectation and understanding that said golf course premises and related assets shall be kept and maintained without cost or expense to the Association. In the event that all thirty-four (34) Units referred to in Paragraph 2-714 of the Declaration have been conveyed of record prior to the expiration of said five (5) year period, then the Association shall from and after the date of recording of the deed conveying the thirty-fourth (34th) Unit, no longer be required to lease the golf course and any related assets.~~~~[[26]](#footnote-26)~~~~,[[27]](#footnote-27)~~

#### ~~2-713 [Liability to Association for Use of Golf Course]~~

Since the sport of golf can be hazardous, and it may result in property damage, or personal injury, all owners, their guests, invitees, and families shall hold the Association harmless for any damage or injury which results from golfing activity on the property.~~[[28]](#footnote-28)~~

#### ~~2-714 [Units Yet to Be Constructed].~~

~~It is acknowledged and agreed that despite the fact that thirty-four (34) condominium Units were declared originally and intended to have been built by Krypton Corporation, that as of the date of the within Amendment, only fourteen (14) units have been constructed. The parties, further, acknowledge and agree that a material inducement to the Declarant to enter into the within instrument is the express and explicit acknowledgment by all the parties that the Declarant with no obligation to complete the construction of the remaining twenty (20) units which were originally the subject of the Declaration reference being made, and had to New Hampshire,~~ [~~RSA 356-B: 29~~](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-29/)~~. The declarant, however, at its option, shall be entitled to elect to construct as many as twenty (20) units within The Condominium, which shall be governed by and held and transferred subject to the within Declaration. When each unit to be constructed by the Declarant is in fact substantially complete, the Declarant shall be entitled to record in the Grafton County Registry of Deeds an “as built” floor plan, and amended site plan depicting the exact location, size, and dimensions of each such Unit. From and after the date of recording of said plans, together with an amendment to the Declaration acknowledging the Declarant's intention that each such Unit be deemed to constitute a portion of the Condominium. Then, the undivided interest appurtenant to all Units in the Condominium shall be reallocated, and the owner of said declared Unit shall be thereafter liable for common expense assessments levied against said Unit and shall be entitled to a vote with respect thereto. The Declarant shall only convey Units which are substantially complete. No Unit containing less than. 1,250 square feet, or in excess of 3,000 square feet, as determined by the formula as set forth in the within amendment, shall be constructed without the express written approval of the aforementioned Association. The Declarant further shall allow a representative of the aforementioned Association to review the proposed design of Unit 18 and Unit 19. Although the aforementioned representative shall be entitled to propose suggestions and alternatives with respect to such design. It is expressly understood and agreed that the Declarant shall not be required to obtain the consent of the representative or the Association with respect to such design or designs. No foundation shall be poured or otherwise installed until such time as any and all applicable building permits with respect to said foundation and the structure to be placed thereon have been obtained. Upon the pouring or installation of each such foundation to be so poured or installed, the Declarant shall proceed diligently toward the full construction and completion of the structure or structures to be located upon each such foundation in a timely manner. Until such time as each such Unit has been declared, then the Declarant shall not be entitled to vote with respect to any undeclared Unit, but also the Declarant shall not be required to pay any common expense assessments with respect thereto.~~~~[[29]](#footnote-29)~~~~,[[30]](#footnote-30)~~

### **2-800 Person to Receive Service of Process**.

#### ~~2-801~~ **~~Lawful Process against Declarant~~**

~~The Consumer Protection and Antitrust Division of the New Hampshire Attorney General’s Office shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative.~~

#### 2-802 **Board Members Who May Receive Process**

Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this Paragraph, the place of business of the Board shall be considered to be Mt. Prospect Road, Holderness, New Hampshire.

#### ~~2-803 Service of Process Against Declarant~~

~~Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon the President of the Association at the address set forth or kept on file in the records of the Association.~~~~[[31]](#footnote-31)~~~~,[[32]](#footnote-32)~~

### 2-900 Vote to Rebuild.

The provisions as to the percentage of votes by the Owners which shall be determinative of the question whether to rebuild, repair, restore, or sell The Condominium, in the event of damage or destruction of all or part thereof are set forth in Article 3.

## ARTICLE III: INSURANCE AND VOTING

### 3-100 Insurance to be Obtained.

The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:

#### 3-101 Fire Insurance

Fire Insurance with Extended Coverage, vandalism and Malicious Mischief Endorsements, insuring the Buildings in The Condominium, including without limitation all such portions of the interior of such Building as are for insurance purposes normally deemed to constitute part of the Building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures, except for improvements made by individual owners which exceed a total of One Thousand Dollars ($1,000.00) and which are not reported to the insurer, such insurance to be in an amount at least equal to the full replacement value of the Building, and to be payable to the Board as trustees for the unit owners and their mortgagees as their respective interests may appear.

#### 3-102 Public Liability Insurance

Public Liability Insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars ($1,000,000.00) for Bodily Injury and Property Damage per occurrence, insuring the Unit Owner’s Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to The Condominium and all unit owners and other persons entitled to occupy any unit or other portion of The Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive or joint use.

#### 3-103 Workmen’s Compensation

Acquire Workmen’s Compensation Insurance as required by law.

#### 3-104 **Other Insurance**

Such other insurance as the Board may determine such as special coverage for the use of the recreation facilities.

#### **3-105 Master Insurance Policy Deductible**

**In the event of an insurance loss where the Association’s master property deductible is excepted from any loss settlement, the Owners and/or Units damaged shall be responsible for the master deductible, in a manner to be determined by the Board of Directors and assessed against multiple Units on a pro-rata or weighted basis if affecting more than one Unit.  Unit Owners who have been assessed all or a portion of the Association’s deductible shall be obligated to pay or transfer from their unit insurance settlement, subject to the collections policies established by the Board of Directors, said deductible withing thirty (30) days of the billing invoice or notice, or upon the Board’s discretion, any such deductible contribution from the Unit Owner may be deducted from any insurance proceeds payments made by the insurer and / or the Board to the Unit Owner.  The unit Owners should seek reimbursement of any such master deductible from their individual Unit insurance policies.[[33]](#footnote-33)**

### 3-200 General Insurance Provisions:

#### 3-201 **The Board shall deal with the insurer**

The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 above, and shall review with the insurer or insurance agent at least annually, the coverage under said policies, said review to include an appraisal of improvements within The Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirement of such Chapter.

#### 3-202 Physical Damage Insurance

The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

(a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners and members of the family or any owner who reside with said owner, except in cases of arson or fraud;

(b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has “no control”;

(c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written notice to all of the insured thereunder and all mortgagees of condominium units in The Condominium;

(d) 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

(e) Shall exclude policies obtained by individual owners from consideration under any “no other insurance” clause.

#### ~~3-203 Owners’ Additional Insurance~~

~~Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Chapter 3-100 above, and each owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.~~

#### 3-204 Personal Property Insurance

Each owner must obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, all floor coverings whether or not fixtures, and all improvements to his unit which exceed a total value of One Thousand Dollars ($1,000.00) and which are not reported in writing to the Board.

#### 3-205 Notifying Board of Construction Improvements

Each owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of improvements to his condominium unit (except personal property other than fixtures) which exceed a total value of One Thousand dollars ($1,000.00) and upon receipt of such notice the Board shall notify the insurer under any policy obtained pursuant to Paragraph 3-101 of any such improvements.

### 3-300 Procedure in the Event of Damage or Destruction.

In the event of damage or destruction of all or part of The Condominium, as a result of fire or other casualty:

#### 3-301 **Repair of Damage**

The Board shall arrange for the prompt repair and restoration of the damaged or destroyed portion of The Condominium and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of [the buildings in The Condominium, and the Association by a vote of][[34]](#footnote-34) eighty percent (80%) of the owner’s total voting power votes not to repair, reconstruct or rebuild the damaged or destroyed property, and to terminate The Condominium. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Condominiums reserves for contingencies and replacements, or in the discretion of the Board, distribution by the Board to the owners and their mortgagees as their interests may appear, in accordance with the fraction set forth in Chapter 2-600. (In the event that The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild.)

#### 3-302 **Damage to the extent of 75%**

If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Condominium, and the Association by a vote of eighty-percent (80%) of the owners’ total voting power votes not to repair, reconstruct or rebuild, or if The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners by a vote of eighty percent (80%) of their total voting power elect to sell The Condominium, then the Board shall record at the Grafton County Registry of Deeds,[[35]](#footnote-35) a termination agreement or amendment and upon the recording of said notice, The Condominium, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by the individual owners, each owning an undivided interest equal to the fraction set forth in Chapter 2-600 hereof, and any liens on any Condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered Condominium unit in accordance with the then existing priorities. Upon the recording of said Termination Agreement of Amendment, the said property shall be subject to a petition by any owner to the Board for its sale and for partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in parts and at one or more sales, upon such terms and conditions as the Board in its sole discretion, deems in the best interest of the owners and the net proceeds of such sale or sales, together with the net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all the owners in proportion to their respective undivided interests in said property, after first paying out of the Share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

#### 3-303 **Selling the Condominium in the Event of Damage**

Notwithstanding the provisions of Paragraph 3-301 and 3-302, the unit owners, by a vote of eighty percent (80%) of their total voting power may elect to sell The Condominium in its damaged condition, in which event the Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

#### 3-304 Deleted June 1990

## ARTICLE IV: EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

### 4-100 **Extent of Ownership**

Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive ownership and possession of his unit and his garage (if any). No owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors, and ceilings, surrounding his condominium unit or garage, nor shall an owner be deemed to own pipes, wires, conduits or other utility lines running through said condominium unit or other structural support members of a building which items are hereby made a part of the Common Area. An owner shall, however, be deemed to own the walls and partitions which are contained within said owner’s condominium unit or garage and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.,

### 4-200 **Use of Assigned Property**

Each Unit shall have appurtenant to it an undivided interest in the Common Area as provided in Section 2-600 set forth hereinabove.[[36]](#footnote-36) No such interest shall be altered in a manner except as provided in section 2-600 which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each unit owner may use the Common Area, excepting Limited Common Area, in accordance with the purpose for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any Condominium Residence Regulations adopted pursuant to said provisions. ~~The Declarant has specifically preserved the right to reassign the undivided interest in the Common Area in Section 2-600. This reassignment shall not extend to the single vote per unit as provided in section 2-601.[[37]](#footnote-37)~~

### 4-300 **Use of Limited Common Area**

Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the unit owners expressed in an amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

## ARTICLE V: OWNER’S OBLIGATION TO REPAIR

### 5-100 Property Appearance and Building Upkeep

Each owner shall, at his own expense, keep his condominium unit and garage (if any) and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the unit in good repair, each owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his condominium unit or garage. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his condominium unit or garage. Each owner shall also, at his own expense, keep the Limited Common Area appurtenant to his unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event an owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to him by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said owner. The Association shall, at common expense, maintain in a reasonable and normal manner the Limited Common Area, and make repairs due to normal wear and tear. No owner shall permit any repair or other work in his unit, garage, or the Limited Common Area appurtenant to his unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonable adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with the governmental laws ordinances, rules and regulations or is under ~~$500.00~~ $5,000in value.

## ARTICLE VI: PROHIBITION AGAINST STRUCTURAL CHANGES

### 6-100 Permission Required

No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article V above, and, in addition, obtaining the written consent of the Board;

#### 6-101 **Structural Alterations**

Make or permit to be made any structural alteration, improvement, or addition in or to his condominium unit, garage, or in or to any other part of The Condominium;

#### 6-102 **Impairment of Structural Soundness**

Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Building or any other structure in The Condominium;

#### 6-103 **Impairment of Easements**

Impair any easement or right or personal property which is a part of The Condominium;

#### 6-104 **Painting or Decoration**

Paint or decorate any portion of the exterior of the Building or any other structure in The Condominium or any Common Area therein.

#### 6-105 **Structural Additions**

No structural additions shall be permitted to the exterior of the individual Units within the Limited Common Area without the approval of two-thirds (2/3) or more of the total voting power of all Unit owners. Any such structural addition requires a fee group increase for the Unit involved. Any such structural addition must be located totally within the Limited Common Area appurtenant to the Owner's Unit. No construction is to begin prior to receiving the required approval. No internal modifications of individual Units which would increase the number of presently existing bedrooms shall be permitted. Additions constructed under this amendment shall not expand the boundaries of the Limited Common Area. Structural alterations which do not increase the individual unit footprint are subject to approval by the Board of Directors.[[38]](#footnote-38)

## ARTICLE VII: ENTRY FOR REPAIRS

### 7-100 Inspecting Properties and Removing Violations

The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more unit owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more unit owners, in which case the negligent unit owner or unit owners shall bear the expense of such repairs.

## ARTICLE VIII: BY-LAWS

### 8-100 **By-Laws**

The By-Laws shall be as set forth in EXHIBIT B attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association, provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in [RSA 356-B: 37](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-37/). Any amendment shall be effective upon recording in the Grafton County Registry of Deeds.

## ARTICLE IX: CONVEYANCES

### 9-100 **Sale, Lease, Mortgage of Units**

The sale and leasing and mortgaging of condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:

### ~~9-200~~ **~~Sale of Condominium Unit~~**

~~Neither the Declarant nor any unit owner shall be required to obtain approval of the Association for the sale or lease of any condominium unit.[[39]](#footnote-39)~~

### 9-200 **Sale of Condominium Units**

Subject to the provisions of Sections 2-701 and 10-200, no unit owner shall be required to obtain approval of the Association for the sale or lease of any condominium unit.[[40]](#footnote-40)

### 9-300 **Requirement to Pay Assessments Prior to Sale**

No owner shall convey, mortgage, sell or lease his unit unless and until he shall have paid in full to the Board all Assessments contained in **these Bylaws or other Condominium Instruments**. ~~Articles 2, 5, 7, 10, 14, and 18 which are then due.~~

### **9-400 Restraint on Alienation.**

**No restraint on alienation shall discriminate or be used to discriminate against any person in violation of** [**RSA 354-A**](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-354-a/)**. [[41]](#footnote-41)**

## ARTICLE X: ASSESSMENTS

### 10-100 **Requirement to Pay Assessments**

Each Unit Owner shall pay all common expense assessments lawfully rendered with respect to his, her or its Condominium Unit. All expenses which are incurred and any amounts so assessed but unpaid shall be secured by a lien as provided in New Hampshire [RSA 356-B:46](https://law.justia.com/codes/new-hampshire/2020/title-xxxi/title-356-b/section-356-b-46/).[[42]](#footnote-42)

### 10-200 **Assessments Prior to Sale or Lease**

No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred, and sums theretofore assessed by the Board against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid Assessments currently levied against that condominium unit. Such requests shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on The Association, the Board of Directors, and every unit owner. Payment of a fee not exceeding Ten Dollars ($10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or Assessments against said condominium unit prior to its acquisition by him which are unpaid as to the time of said acquisition, whether or not such expenses or Assessments are then due, except that an institutional mortgagee or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or Assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and Assessments becoming due thereafter.

### 10-300 **Exercise of Liens Against Owners**

The lien for unpaid Common Expenses or other expenses or Assessments, once perfected, shall have the priorities set forth in [RSA356-B: 46, I](https://law.justia.com/codes/new-hampshire/2019/title-xxxi/chapter-356-b/section-356-b-46/). Any lien may be exercised for any unpaid Common Expenses or other expenses or Assessments after thirty (30) days from the due date. The lien shall include interest, 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. The suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

### 10-400 **Common and Limited Common Area Budget**

An owner’s share of the budget for operation, maintenance, or normal capital costs of Common and Limited Common Areas shall be based upon his interest in the Common Areas as shown in ~~Schedule A of Section 2-600, “Allocation of Percentage of Undivided Units.”~~ **Exhibitn C**. Special assessment shall be made by the Board of Directors as provided in the Declaration and the Association By-Laws on a reasonable basis. Subject to the limitations of this paragraph, the Association may change the maximum and basis of the assessment prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of the unit owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all unit owners in accordance with [RSA 356-B:37](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-37/).[[43]](#footnote-43)

### ~~10-500 Deleted June 1990~~

### ~~10-600 Costs Relating to Easement of Units Using Currier Road~~

~~Those units which have appurtenant to them according to section 2-504 the right to use a road which borders The Condominium and land of William Cushing, and land of the estate of Charles L. Currier are subject to an easement deed between Lynn Courier, Michael Courier and Steven Currier and Krypton corporation, which is attached to this Declaration as EXHIBIT “E”. That easement provides that sixty-five percent (65%) of the cost for maintaining and repairing the road be borne by units in The Condominium which are assigned the right to use the road. Those units will be assessed and equal share of that cost.~~

### ~~10-700 Charges for Water Usage~~

All units will be assessed a water users charge as described in [~~Article 18~~](#_ARTICLE_XVIII:_WATER).[[44]](#footnote-44)

## ARTICLE XI: EMINENT DOMAIN

### 11-100 NH Law Regarding Condemnation of Property

The provisions of [RSA 356-B: 6](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-6/) shall control in the event of the condemnation of all or any part of The Condominium.

## ARTICLE XII: WAIVER

### 12-100 **Duty of the Board to Enforce Requirements**

The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, Covenants, conditions, or Restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any Assessment from a unit owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

## ARTICLE XIII: LIABILITY OF THE BOARD

### 13-100 **Legal Liability of Board Members**

The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct or bad faith except as provided for below. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made to the Board and behalf of The Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or the By-Laws~~. It is permissible for the members of the Board, who are directors or officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing~~[[45]](#footnote-45). It is intended that the members of the Board shall have no personal liability, other than as unit owners, with respect to any contract made knowingly by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by Paragraph 3-102.

## ~~ARTICLE XIV: ENFORCEMENT~~

## **ARTICLE XIV:INSTRUMENTS,COMPLIANCE,AND ENFORCEMENT**

### 14-100 Requirement of Compliance with Condominium Instruments]

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

### **14-200 Complementarity.**

**The Condominium Instruments shall be construed together and shall be deemed to incorporate one another to the extent that any requirement of the Condominium Act as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. In the event of any conflict between the Condominium Instruments, the Declaration shall control; but particular provisions shall control more general provisions, except that a construction conformable with** [**RSA 356-B**](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b) **shall in all cases control over any construction inconsistent therewith. (**[**RSA 356-B:13**](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-13/)**)[[46]](#footnote-46)**

## ARTICLE XV: PERSONAL PROPERTY

### 15-100 Right of the Board to Acquire Equipment **-“Personal Property”**

The Board may acquire and hold, for the benefit of the unit owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the unit owners in the same proportion as their respective shares in other Common Area. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor’s beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

## ARTICLE XVI: CONTROL BY THE DECLARANT [Deleted]

### ~~16-100 Deleted June 1990~~

### ~~16-200 Deleted June 1990~~

## ~~ARTICLE XVII: ADDITIONAL LAND.[[47]](#footnote-47)~~

### ~~17-100 Option to Add Additional Land.~~

~~The Declarant hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration to add Additional Land to be included within a common plan of use and enjoyment under the provisions of this Declaration. Declarant’s option to add the “Additional Land” as designated on the Site Plan referred to in EXHIBIT A, shall be assignable and unlimited except for the provisions of this Declaration and~~ [~~RSA 356-B~~](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/)~~, and the consent of unit owners shall not be required as a condition for the exercise of the option.~~

### ~~17-200 Legal Description.~~

~~A legal description by metes and bounds of the “Additional Land” which may be added to The Condominium is appended hereto as part of EXHIBIT A. At the time that any such portion is added to The Condominium, boundaries of such portions shall be fixed by legal description, setting forth the metes and bounds thereof. If only a portion of the Additional Land is added to The Condominium, there is no requirement that all of it or any particular portion be added. Portions of the Additional Land may be added at different times, in any order, subject only to the limitations provided in this Article or in The Condominium Act.~~

### ~~17-300 Other Improvements.~~

~~Improvements consisting of paved walkways, parking areas and underground utility services are contemplated if all or a portion of the Additional Land is added to The Condominium. However, there is no assurance that such improvements will ever be constructed or where such improvements shall be located.~~

### ~~17-400 Maximum Number of Units.~~

~~A maximum number of one (1) unit may be created on the Additional Land.~~

### ~~17-500 Restrictions on Use.~~

~~The additional structures and the units therein shall be restricted exclusively to residential use.~~

### ~~17-600 Construction of Compatible Structures.~~

~~The existing structure on the Additional Land may be added to The Condominium or a new structure built. There is no assurance that the structure erected on the Additional Land will be compatible with the structures on the other portions of the submitted land in terms of quality or construction, the principal materials to be used, and architectural style.~~

### ~~17-700 Construction of Additional Units.~~

~~There is no assurance that any unit created on any portion of the Additional Land added to The Condominium will be substantially identical to the units on the submitted land.~~

### ~~17-800 Declarant’s Right to Create Limited Common Areas~~

~~The Declarant reserves the right to create Limited Common Areas within portions of the Additional Land added to The Condominium, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Additional Land.~~

### ~~17-900 Re-allocation of Interest in the Common Areas.~~

~~If portions of the Additional Land are added to The Condominium, then the interests of all unit owners in the Common Area shall be re-allocated in accordance with~~ [~~RSA356-B: 18~~](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-18/) ~~(2), based upon the total number of additional units added and the size of each unit. The Declarant shall record a site plan and floor plan, together with an amendment to the Declaration, re-allocation undivided interests in the Common Area so that the unit depicted on such site plan and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the units depicted on the site plan and floor plans recorded simultaneously with this Declaration, or any subsequent amendment thereto.~~

### ~~17-1000 Easement to Facilities Construction.~~

~~The Declarant shall have a transferable easement over and on the Common Areas of The Condominium for the purpose of constructing the additional structure on any portions of the Additional Land added to The Condominium, together with improvements. Declarant expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Areas of The Condominium for the purpose of connecting the structures to underground utilities for the benefit of all of the respective owners of The Condominium.~~

### ~~17-2000 Construction Financing.~~

~~Declarant shall have the right to mortgage the Additional Land and structure as security for construction financing, which mortgage shall also include the proportional right of the additional unit to an undivided Share in the Common Areas of The Condominium. Such mortgage shall have priority over the interests of unit owners in any such portion of the Additional Land which may be added to The Condominium.~~

### ~~17-3000 Easements to Facilitate Different Property Uses.~~

~~In the event that the Declarant shall not add any portion of the Additional Land to The Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on the Additional Land and own, control and operate the same without restriction. Declarant reserves the right to construct, maintain, repair and replace underground utilities, such as water, sewerage, electricity and telephone for the purpose of providing utility services to any portions of the Additional Land not added to The Condominium. For this purpose, Declarant shall have an unrestricted right to tie into any utility services within the submitted land.~~

## [ARTICLE XVIII: WATER SYSTEMS](#_10-700_[Charges_for)

**[Article 18 which deals with our water system needs complete revision. The simplest approach would be to delete the article and make reference to how the Association should deal with the water issue elsewhere if it is needed at all.]**

### 18-100 **Description of Water System**.

The Condominium’s water system consists of a series of wells, pipes, storage facilities, pumps, and other facilities. Those pipes, storage facilities, pumps, and other facilities are located in the Common Area of The Condominium. ~~or are provided through a reservation in a deed between Marcia B. Pine and Richard V. Bergren, Jr. to Joseph and Dolores Clark, and in a deed from Marcia B. Pine and Richard V. Bergren, Jr. to Krypton Corporation as attached EXHIBIT G. Each unit owner and the Association shall pay a proportionate share of the costs of maintaining the water distribution system according to actual gallons of water used.~~ The water system is private and intended to be private, subject to local, state, or federal regulations as they may apply. The responsibility for providing water service rests with the individual unit owners, there is no assurance that service from a public or governmental water facility will ever be extended to The Condominium. The Association has such responsibility for offsetting capital improvement costs as provided in Paragraph 18-602.

### ~~18-200~~ **~~Certification for Community Water System~~**

~~The Declarant has obtained a certificate for the community water system and wells according to the quality and quantity standards of the Water Supply and Pollution control Commission. The Declarant makes no other representation concerning the Water Supply & Pollution Control Commission nor any warranties or assurances of future service or water supply, nor shall the Declarant be responsible for recertification of any well, etc. unless so ordered, prior to the sale of any unit, by an agency of competent jurisdiction. [[48]](#footnote-48)~~

### ~~18-300 Installation, Modification, and Additions to Water Systems~~

~~The Declarant shall have an easement over all Common and Limited Common Areas of The Condominium and its members to install, modify, or add to an existing or proposed water system. Said easement shall include the right to excavate, move equipment on to, or change the location of the well, pipes, storage facilities, or any other facility associated with the water system on Common or Limited Common Area. Nothing within this Declaration or its Exhibits shall limit the Declarant from making what improvements are necessary to install, modify, or add to an existing proposed, or relocated water system. [[49]](#footnote-49)~~

### 18-400 Modifications and Additions by Association.

The Association may improve, modify, or add to any existing water systems or part thereof once the water system has been assigned to the Homeowners Association by the Declarant.

### 18-500 Costs of Operation and Maintenance.

#### 18-501 Owners to Pay for Water System

Each owner shall pay a share of the cost of operation and maintenance of the water distribution system. ~~The fee assessed to each unit owner who uses the water system shall be based upon a proportionate share of the costs of normal operation and maintenance and shall be assessed on the number of gallons of water supplied to the owner’s unit as metered in proportion to the total amount of water pumped from the well. Said fee may be assessed quarterly or more or less often as designated by the Homeowners Association, but in no instance shall the fee be assessed less than yearly, or more often than monthly. The fee per gallon for each water system shall be recalculated by the Homeowners Association no less than yearly. [[50]](#footnote-50)~~

#### ~~18-502 [Water Fees for Non-Members]~~

~~Any other user of a water system shall be assessed a fee based upon actual usage of water as provided in the Paragraph above. Said other users may include, but are not limited, to, the Homeowners Association, any subsequent organization which maintains or operates any of the condominium’s recreation facilities, or other units which are not members in The Condominium. Such extension of use of the water system may be subject to approval by the New Hampshire Water Supply and Pollution Control Commission or its successor agency.[[51]](#footnote-51), [[52]](#footnote-52)~~

#### ~~18-503 [Separate Capital Reserve for Water System Maintenance]~~

~~The Homeowners Association may create and maintain a separate capital reserve fund for the water distribution system for use in paying for the cost of any modification, repairs, or additions to the water system as provided in this Declaration. Said funds shall be maintained in a separate account for the water system and shall not exceed the total operation and maintenance costs for the water system for one Year.[[53]](#footnote-53) At the time of initial purchase of a unit, the unit owner shall be assessed a One Hundred Dollar ($100.00) one-time fee to be placed in the capital reserve fund for the modification, repair, or addition to the water distribution system. This fee shall not be refundable upon the sale of the unit by the initial purchaser.~~

### ~~18-600 Cost of Installation, Modification, or Additions to Water Systems.~~

#### ~~18-601 [Declarant’s Water System Financial Responsibility]~~

~~The Declarant shall pay for all costs of installation, modification or addition to the water system authorized under Paragraph 18-300. The Declarant shall not be responsible for any costs associated with the installation, modification, or addition to any system which has received a permit or approval from Water Supply & Pollution Control Commission, excepting those additions, modifications, or improvements made by the Declarant at his own initiative. [[54]](#footnote-54)~~

#### ~~18-602 [Responsibility for Water Distribution System]~~

~~Each unit owner shall be responsible for a share of costs of modification, addition, repair of the water distribution system undertaken or authorized by the Homeowners Association, or in response to emergency situations by the Board of Directors, its staff, or officers as per the assigned valued (sic) in Exhibit “E”.~~

## ~~ARTICLE XIX: CONSENT OF FIRST MORTGAGEE~~[[55]](#footnote-55)

### ~~19-100 Declarant and Construction Mortgage Liens~~

~~Notwithstanding any other provision in this Declaration, the By-Laws or any Regulations of The Condominium, so long as a first or second mortgagee is the holder of a construction mortgage lien conveyed to it by the Declarant covering one or more of the condominium units, and unless the mortgagee shall have given its approval, the Homeowners Association and Board of Directors shall not be entitled to:~~

~~(a) by act or omission, seek to abandon or terminate The Condominium;~~

~~(b) partition or subdivide any unit;~~

~~(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;~~

~~(d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement, or reconstruction of such losses, except as provided by the statute in case of substantial loss to the units and/or Common Area;~~

~~(e) amend, modify or otherwise change any rights or obligations under the Declaration, the By-Laws or the Rules;~~

~~(f) this Article shall not apply to or in any way be construed as a limitation upon the right of Declarant to designate and add “Additional Land” and the submission of not more than one (1) additional condominium unit to~~

~~The Condominium, with the resulting change in the undivided interests allocated to existing units pursuant to the provision of The Condominium Act and of this Declaration.~~

## ~~ARTICLE XX: CONSENT OF UNIT MORTGAGEES~~.[[56]](#footnote-56)

### ~~20-100 Regarding Owners and Construction Mortgage Liens~~

~~Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Grafton County Registry of Deeds constituting first liens on the units have given their prior written approval, the Unit Owners Association and Board of Directors shall not be entitled to:~~

~~(a) by act or omission, seek to abandon or terminate the condominium;~~

~~(b) partition or subdivide any unit;~~

~~(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;~~

~~(d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the units and/or Common Area;~~

#### 20-101 Limitations Regarding Rights of First Mortgages Pursuant to Damage

No provisions of this Declaration, the By-Laws, or the Residency Regulation shall be construed to grant to any owner, or to any other party, any priority over any rights of first mortgagees of The Condominium units pursuant to their first mortgages in the case of the distribution to unit owners of insurance proceeds or condemnation awards for losses to, or a taking of, units and/or the Common Area or any portions thereof.

## ARTICLE XXI: NOTICES

### ~~21-100 Notices to be Mailed to Owners Via US Certified Mail~~

~~All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States certified mail to the Board at HIGHLAND LINKS COLONY, A CONDOMINIUM, RFD 3, Box 213, Plymouth, New Hampshire 03264, or to such other addresses as the Board may designate, from time to time, by notice in writing to all unit owners. Notice shall also be given to the President of the Association at the address set forth or kept on file in the records of the Association.~~~~[[57]](#footnote-57)~~ ~~All such notices to unit owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.~~~~[[58]](#footnote-58)~~

### **21-100 Notice of Meeting.**

**The Association shall deliver any notice required to be given by the Condominium Instruments or the Condominium Act to any physical or electronic mail address designated in writing by the unit owner to the Managing Agent or the Association Secretary. If the unit owner does not designate an address, the Association shall deliver notices United States mail postage paid or commercially reasonable delivery service.**

## ARTICLE XXII: SEVERABILITY

### 22-100 **Amendments Are Independent of Articles**

The provisions hereof shall be deemed independent and severable and invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.

## ARTICLE XXIII: GENDER

### 23-100 **Inclusive Language**

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

## ARTICLE XXIV: INTERPRETATION

### 24-100 **Liberal Interpretation of These Provisions**

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.

## ARTICLE XXV: AMENDMENDING THE DECLARATION

### 25-100 **Right to Amend This Declaration**

Except as otherwise provided herein and in the Act this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners, case in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Grafton County Registry of Deeds.

## ~~ARTICLE XXVI deleted June 1990~~

IN WITNESS WHEREOF,

1. [**24th Amendment**](#_[Twenty-Fourth]_Amendment_[May)to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022. [Book 4728 Page 638] […] Declaration is amended as follows: 1. The name of the Association shall be changed to reflect the name “Highland Colony.” [↑](#footnote-ref-1)
2. Deletes the phrase “Paragraph 2-702, Chapter 5-100, Chapter 7-100, Chapter 18, or Chapter 14 hereof” and replaces it with “this Declaration.” [↑](#footnote-ref-2)
3. [**Plan # 5747**,](#_Plan_#_5747,) Grafton County Registry of Deeds (in the Appendix) [↑](#footnote-ref-3)
4. [**1st Amendment to Declaration**](#_First_Amendment_[July) **of Condominium for Highland Links Colony-A Condominium**. THIS AMENDMENT is made this 8th day of July, 1995, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATED, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, […] NOW, THEREFORE, for value received, the Declaration is hereby amended as follows: **Delete Article 1-115 and insert in place thereof the following**: [1-115 above] [↑](#footnote-ref-4)
5. Accommodates forms of legal ownership. But this wording needs to be checked. [↑](#footnote-ref-5)
6. [RSA 356-B:16, I, c](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-16/) Content of Declaration. “A legal description by metes and bounds of the land submitted to this chapter.” This information is in the original 1990 Declaration but does not include the phrase “by metes and bounds” other than by referring to Exhibit A directly. [↑](#footnote-ref-6)
7. References to Declarant are, in general, no longer relevant, and the construction of garages, in particular, no longer applies. [↑](#footnote-ref-7)
8. [**9th Amendment**](#_Ninth_Amendment_[June)to Declaration of Condominium for Highland Links Colony-A Condominium. THIS AMENDMENT is made this 10th day of June 1999, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATED, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, **[…] 1. Delete from Paragraph** [**2-200**](#_2-200_Description_of) **of the First Amendment and insert in place thereof the following: [**[**2-200**](#_2-200_Description_of) **as above].** [↑](#footnote-ref-8)
9. [24th Amendment](#_[Twenty-Fourth]_Amendment_[May) delete and replace 2-300 and all subheadings. [↑](#footnote-ref-9)
10. [[**23rd Amendment**](#_[Twenty-Third]_Amendment_[November)**]** Note: The Amendment is not numbered in the original.] Amendment to Declaration of Condominium for Highland Links Colony, A Condominium. [November 3, 2011] “**NOW THEREFORE, Highland Links Colony Homeowners Association does hereby amend the Declaration of Condominium for Highland Links colony, A Condominium by adding a new Section 2-408 to said Declaration, as follows:** [As above.] [↑](#footnote-ref-10)
11. [**24th Amendment**](#_[Twenty-Fourth]_Amendment_[May)to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022**.** [Book 4728 Page 641] […] Declaration is amended as follows: **4. Delete Article** [**2-408**](#_2-408__Deleted.) **added by amendment in 2011. Note that deletion of Article** [**2-408**](#_2-408__Deleted.) **will nullify Amendment 23 that states the Unit Owner and Association each pay for one-half the cost to repair or replace perimeter doors, windows and window frames for a Unit.** [↑](#footnote-ref-11)
12. This section referred to an easement for the use of what is now Currier Field Rd. It is no longer needed now that the Town has made this a public road. [↑](#footnote-ref-12)
13. There has been confusion about this, and since it’s in the Act [RSA 356-B:12](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-12/), it seems useful to have it here. [↑](#footnote-ref-13)
14. [**5th Amendment**](#_Fifth_Amendment_[September) Declaration of Condominium for Highland Links Colony – A Condominium [Book 2246 Page 0852] This Amendment is made this 10th day of September,1996, by Mountain River Development Associates, L.L.C, […] **1. Delete paragraph** [**2-600**](#_2-600__) **from the Declaration and insert in pace thereof the following:** [as above]. [↑](#footnote-ref-14)
15. It’s possible this Section is no longer needed… The units have all been assigned and Undivided interes, and it appears in Exhibit 3. Was this only necessary for the Declarant? [↑](#footnote-ref-15)
16. The final version of Schedule A was included in the [21st Amendment](#_Twenty-First_Amendment_). [↑](#footnote-ref-16)
17. “[A]s follows”: Refers to a table in the Fifth Amendment. In place of that, this is the final allocation table from the [Twenty-First Amendment.](#_Twenty-First_Amendment_[December) [↑](#footnote-ref-17)
18. The 21st Amendment December 17, 2001 [Grafton County Registry of Deeds Book 2613 Pages 0294-0395] [↑](#footnote-ref-18)
19. No longer relevant. [↑](#footnote-ref-19)
20. These last two paragraphs in [2-600](#_2-600__) are just as they appear in [**the 5th Amendment**](#_Fifth_Amendment_[September) in 1996. They were not changed in any later amendment as they probably should have been. [↑](#footnote-ref-20)
21. No longer relevant. [↑](#footnote-ref-21)
22. [**24th Amendment**](#_[Twenty-Fourth]_Amendment_[May)to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022**.** [Book 4728 Page 641] […] Declaration is amended as follows: **5. Amend Article** [**2-701**](#_2-701_Right_of) **as follows: Replace all of** [**2-701**](#_2-701_Right_of) **including subparts with the following: [**[**2-701**](#_2-701_Right_of) **as above.]** [↑](#footnote-ref-22)
23. No longer relevant. [↑](#footnote-ref-23)
24. This section refers to [**2-702**](#_2-702_Use_of) “Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board”; [**2-703**](#_2-703_Noxious_Behavior,) “ No use shall be made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board” ; [**2-704**](#_2-704_Signs) “No signs […] without the prior written consent of the Board.” [↑](#footnote-ref-24)
25. No longer relevant [↑](#footnote-ref-25)
26. [**1st Amendment to Declaration**](#_First_Amendment_[July) of Condominium for Highland Links Colony-A Condominium. 8. There shall be added to section [2-712](#_2-712_[Subdividing,_Selling,) the sentence “Notwithstanding…. [↑](#footnote-ref-26)
27. No longer relevant. [↑](#footnote-ref-27)
28. No longer relevant. [↑](#footnote-ref-28)
29. [**1st Amendment to Declaration**](#_First_Amendment_[July) of Condominium for Highland Links Colony-A Condominium. 7. There shall be added to the Declaration paragraph [2-714](#_2-714_[Units_Yet), [as above] [↑](#footnote-ref-29)
30. No longer relevant. [↑](#footnote-ref-30)
31. [**1st Amendment to Declaration**](#_First_Amendment_[July) of Condominium for Highland Links Colony-A Condominium. 16. Delete reference to “David L. Kent […] insert the following: “the President of the Association […] records of the Association.” [↑](#footnote-ref-31)
32. No longer relevant. [↑](#footnote-ref-32)
33. This Section is added on the advice of our insurance agent to help clarify the terms of our deductible. The Insurance Article is still not clear to me. Are the amounts still meaningful or appropriated? It might be better to make a more flexible reference to insurance and keep information like this in a Policy. [↑](#footnote-ref-33)
34. This phrase, **“the buildings in The Condominium, and the Association by a vote of,”** does not appear in the original. A suspected inadvertent omission. [↑](#footnote-ref-34)
35. [**1st Amendment to Declaration**](#_First_Amendment_[July) of Condominium for Highland Links Colony-A Condominium. 13. Delete from Section [3-302](#_3-202_Physical_Damage) reference to “the Belknap County Registry of Deeds” and insert in place thereof “the Grafton County Registry of Deeds.” [↑](#footnote-ref-35)
36. [**1st Amendment to Declaration**](#_First_Amendment_[July): 14. Delete from Section [4-200](#_4-200_Use_of) the first sentence and insert in palace thereof the following: Each Unit shall have… [As above.] [↑](#footnote-ref-36)
37. No longer relevant. [↑](#footnote-ref-37)
38. [**22nd Amendment**](#_[Twenty-Second]_Amendments_[January). Note: The Amendment is not numbered in the original] Proposed Declaration & By-Laws Amendments for Highland Links Colony, A Condominium (As approved during the Annual Homeowners Meeting held September 25, 2004) [Book 3249 Page 0213]: **1.) Delete Section** [**6-105**](#_6-105__Structural) **of the Declaration (as found in the Fifth Amendment) and insert in place the following: [As above].** [↑](#footnote-ref-38)
39. This becomes confusing given that there are actual restrictions on sales. [↑](#footnote-ref-39)
40. Section [2-701](#_2-701_Right_of) as amended with the 24th amendment stipulates the minimum length of a lease: “[2-701](#_2-701_Right_of) Each Unit shall be occupied and used primarily for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units, so long as any lease or rental agreement shall be for at least ninety (90) days, and so long as the lessees or tenants thereof occupy and use the leased premises in accordance with the previous hereof. [↑](#footnote-ref-40)
41. [RSA 356-B:14, III](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-14/) [↑](#footnote-ref-41)
42. [**1st Amendment to Declaration**](#_First_Amendment_[July): 15. Delete from Section [4-200](#_4-200_Use_of) the first sentence and insert in palace thereof the following: Each Unit shall have… [ [**RSA 356-B:46 Lien for Assessments**](https://law.justia.com/codes/new-hampshire/2009/TITLEXXXI/CHAPTER356-B/356-B-46.html).] [↑](#footnote-ref-42)
43. There is no record of Section, [10-400](#_10-400_Common_and) being formally adopted by the Association. However, Section 2-600 fills this lacuna. Text that was no longer relevant was stricken as shown here. The original Section [10-400](#_10-400_Common_and) read, ”An owner’s share of the budget for operation, maintenance, or normal capital costs of Comon and Limited Common Areas shall be based upon his interest in the Common Area ~~as shown in Exhibit “E” with the owner being assessed the same proportion of the budget as his percentage share shown in Exhibit “E.”~~ Special assessment shall be made by the Board of Directors as provided in the Declaration and the Association By-Laws on a reasonable basis. ~~The Declarant has reserved the right to modify Exhibit “E” in Section 2-600 of this Declaration, however, no unit shall be less than 1,400 square feet. From and after January 1, 1986, the annual assessment may be increased by vote of the unit owners, as hereinafter provided, for the next succeeding one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In setting the assessment, the Association shall determine, separately, the maintenance and operation costs for the golf course, any limited Common Area whose maintenance is assigned to particular units, and the remainder of common expenses. Assessment to individual units shall be assigned according to the provisions of this Declaration.~~ Subject to the limitations in this paragraph, and the periods herein specified, the Association may change prospectively for any such periods provided that any such change shall have the assent of two-thirds (2/3) of the votes written notice of which meeting shall be sent to all unit owners in accordance with [RSA 356-B:37](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-37/).” [↑](#footnote-ref-43)
44. Section [10-700](#_10-700_Charges_for) “All units will be assessed a water users charge as described in Article 18.” We don’t meter water usage, so this was never relevant. [↑](#footnote-ref-44)
45. This sentence with reference to the Declarant is no longer relevant—not to mention illegal [RSA 356-B:40, II-a](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-40/) [↑](#footnote-ref-45)
46. This is the actual text of the law, and it might be good to include this for clarity about the hierarchy of instruments. [↑](#footnote-ref-46)
47. The Sections of [Article 17:](#_ARTICLE_XVII:_ADDITIONAL) Additional Land (17-100 through 17-3000) all deal with rights reserved by the Declarant and are no longer relevant. [↑](#footnote-ref-47)
48. 18-200 Indemnified the Declarant against responsibility for recertification of the wells. It is no longer relevant. [↑](#footnote-ref-48)
49. 18-300 Provided an easement for the Declarant to install the Water System. It is no longer relevant. [↑](#footnote-ref-49)
50. All of Article 18 dealing with water needs to be reviewed. [↑](#footnote-ref-50)
51. Now the **New Hampshire Department of Environmental Services (DES)** <https://www.des.nh.gov/> [↑](#footnote-ref-51)
52. 18-502 Explains how other users of the water system, e.g. the golf course, will pay for water used. [↑](#footnote-ref-52)
53. This clause is circled in the original with a note to delete. This is in keeping with the manner in which other corrections within the document were made. [↑](#footnote-ref-53)
54. 18-504 Deals with the Declarant’s financial responsibility for the water system. It is no longer relevant. [↑](#footnote-ref-54)
55. Article 19: Consent of First Mortgagee, Section 19-100. This article with its single Section is about construction mortgage liens conveyed by the Declarant. It is no longer relevant. [↑](#footnote-ref-55)
56. Article 20: Consent of Unit Mortgagees, Sections 20-100 and 20-101 deals with the first buyers of the units from the Declarant. It is no longer relevant. [↑](#footnote-ref-56)
57. [**1st Amendment to Declaration**](#_First_Amendment_) of Condominium for Highland Links Colony-A Condominium: 16. Delete reference to David L. Kent, Esquire, 91 Highland Street, Plymouth, New Hampshire 03264” [21-100] and insert in place thereof the following: “Notice shall [..] records of the Association.” [↑](#footnote-ref-57)
58. Note: [**The 2nd Amendment to By-Laws**](#_Second_Amendment_to) of Condominium for Highland Colony Condominium[5/17/2022] contradicts this section, **20-100**, of the Declaration. The 2nd Amendment to the By-Laws reads, **“pursuant to the By-Laws and Declaration of HIGHLAND COLONY CONDOMINIUM and** [**RSA 356-B:34**](https://law.justia.com/codes/new-hampshire/2022/title-xxxi/title-356-b/section-356-b-34/)**, the By-Laws is (sic) amended as follows: 1. Amend Article** [**9-201**](#_9-200__Sale) **as follows: Replace all of** [**9-201**](#_9-200_Sale_of) **with the following: 9-201 Mail: Notice of the unit owners’ annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the time, place and purpose of such meeting. Such notice shall be sent by United States standard mail to all unit owners of record at the address of the respective units and/or to such other addressees (sic) as any of them may have designated.”**  [↑](#footnote-ref-58)