

**STATE OF NEW HAMPSHIRE  
ROCKINGHAM COUNTY REGISTRY OF DEEDS**

**AMENDMENTS OF DECLARATION AND BYLAWS OF  
PINE BROOK ESTATES CONDOMINIUM ASSOCIATION  
OF  
EXETER, NEW HAMPSHIRE**

*NOW COMES*, Pine Brook Estates Condominium Association, with a usual place of business on Pine Grove Road in Exeter, New Hampshire, by and through the President and Treasurer of the Association, and as accompanied by the certification of vote by the Secretary of the Association, and pursuant to the authority granted to the Unit Owners by the New Hampshire Revised Statutes Annotated Chapter 356-B (the Condominium Act), and pursuant to a vote of Unit Owners of the Association taken on October 2, 2013, the record of which is kept by the Secretary of the Association, and takes the following action.

**Amendment 1**

*Strike Paragraph I (2) from the Declaration, Book 2146, Page 115, in its entirety and replace it with the following language.*

2. Units are to be used primarily for residential purposes. Further, no business activities of any nature shall be conducted in any such Unit, except that a lawyer, physician, architect, engineer, accountant, real estate broker, graphic artist, computer engineer, business consultant, insurance agent or other similar type of professional as determined and approved by the Board of Directors, residing in any Unit may maintain therein an office for his or her personal professional use. But no employee or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients, customers or patients. Under no circumstances shall the Association Property be listed as the address of any business.

Further, an Owner may use his Unit for a home-based occupation with the permission of the Board of Directors. An Owner who intends to use his Unit for, in part, a home-based occupation shall notify the Board in writing of such intention. Such notice shall include the expected frequency with which visitors and/or deliveries shall arrive on the property, and the duration of time for which said visitors/deliveries are expected stay on the property. The Board of Directors shall have the sole discretion to approve or disapprove of any such proposed use of the Unit for purposes other than residential living.

Still further, any language to the contrary notwithstanding, the Owner of such a home-based occupation shall not do anything related to

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the business which will cause the insurance on the Pine Brook Estates Condominium Association to rise, unless the Unit Owner pays any such insurance increase, which determination shall be left solely to the discretion of the Board of Directors, nor shall the Owner in any way, shape or form alter the physical structure of the Unit or Common Area as a result of any such home-based occupation.

Additionally, no sign advertising or indicating any home-based occupation shall be permitted anywhere on the property.

Finally, the Board of Directors shall possess the sole discretion to revoke any permission given to any Owner to operate a home-based occupation granted pursuant to this paragraph.

**Amendment 2**

*Strike the following language from Paragraph J of the Declaration:*

“Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the ‘Association’ of unit owners chargeable to such unit which became due prior to the acquisition of title to each unit by such acquirer.”

*Replace it with the following language.*

“Any mortgagee of a first mortgage of record or other purchaser of a unit who obtains title to the unit as a result of foreclosure of a mortgage, his successors or assigns shall be liable for the share of the common expenses or assessments by the ‘Association’ of unit owners chargeable to such unit which became due prior to the acquisition of title to each unit by such acquirer.

Further, any mortgagee who obtains title to a unit, for any duration, as a result of a foreclosure, deed in lieu of foreclosure, or any other method, shall pay to the Association a \$1,000.00 transfer fee. Failure to pay this fee shall subject the mortgagee to all costs connected in any way to the collection of this fee.”

**Amendment 3**

*Change the quorum requirement of Article I, Paragraph 9 of the Bylaws from 51% to 33%.*

**Amendment 4**

*Add the following paragraph to Article II, Paragraph 2, Voting, of the Bylaws:*

An Owner shall be deemed to be in good standing and entitled to vote at any Annual Meeting or at any Special Meeting of the Association

if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting. Nothing herein will deny a delinquent owner from otherwise participating in the meeting.

**Amendment 5**

*Strike Paragraph 2, Article VIII of the Bylaws, which reads as follows:*

Leases. Leases must be in writing, shall be for a minimum of six months, and shall be subject to the requirements of the Condominium Declaration and Bylaws. A copy of the Declaration and Bylaws shall be available for review by tenants. Tenants shall be provided with copies of any rules or regulations promulgated by the Board of directors, and shall acknowledge their receipt and acceptance of the terms and conditions therein. Copies of all leases shall be provided to the Board of Directors.

*Replace it with the following Paragraph 2:*

Leases. A Unit may be rented, leased or otherwise granted to someone other than the Unit Owner(s) only in its entirety and occupied only by the lessee/renter or other occupant, his family, servants and guests. Under no circumstances may individual rooms or portions a Unit be rented or sub-rented separately. No temporary housing shall be allowed. Any such rentals referenced herein may be so rented for no less than six (6) months without the written permission of the Board of Directors, which permission shall not be unreasonably withheld, the determination of which rests solely with the Board of Directors. Within thirty (30) days of any such occupancy a copy of the lease, rental agreement or other occupancy agreement shall be forwarded to the Board of Directors. Any costs incurred by the Association to enforce this provision, including but not limited to Attorneys' fees, shall be assessed to the Unit owner and subject to collection costs.

All present and future tenants and occupants of Units, and any other person who might use the facilities of the Property in any manner, are subject to the provisions of this Declaration, the Bylaws and the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such tenant or occupant and all of such provisions shall be deemed and taken to be enforceable servitudes and

covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

**Amendment 6**

*Add the following Paragraph 5 to Article VIII of the Bylaws.*

The Board of Directors, pursuant to the provisions of RSA 356-B: 46-a, as amended from time-to-time, shall have the authority to collect rent from the tenant of any delinquent unit owner.

**Amendment 7**

*Add the following Paragraph 4 to Article X of the Bylaws*

**Deeds and Mortgages.** Change of membership in the Association shall be established by recording in the Registry of Deeds for Rockingham County, State of New Hampshire a deed establishing record title to a Unit in the Condominium. Upon such a transfer of ownership, the Buyer shall immediately deliver to the Board of Directors of the Association a photostatic copy of the deed showing the Volume and Page of same. Should the new owner fail to do so within thirty (30) days of the date of the filing of said Deed, the Board may acquire one, and the unit owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the unit until paid in full. The Board of Directors shall keep such photostatic copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws.

The same requirements shall apply to mortgages. A copy of each mortgage must be forwarded to the Board of Directors within thirty (30) days of the signed date of each such mortgage. Should the new owner fail to do so within thirty (30) days of the date of signing of said mortgage(s), the Board may acquire a copy of each mortgage, and the unit owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the unit until paid in full. The Board of Directors shall keep such photostatic copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws.

Further, no one shall enter into a reverse mortgage without ensuring that all condominium fees, assessments, fines, interest and other costs, if any shall be, from the time of the signing of the reverse mortgage, paid by the mortgagee directly to the Association.

**Amendment 8**

*Strike Paragraph 1 (c) of Article XII of the Bylaws which reads as follows:*

**Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the

costs of the proceeding, and such reasonable attorneys' fees and paralegals' fees as may be determined by the Court.

*Replace it with the following Paragraph:*

Costs and Attorneys' Fees. In any proceeding in which the Board and/or a Unit Owner seeks to enforce any of the provisions of the condominium instruments against Unit Owners or the Board, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

However, any delinquent Unit Owner shall pay all costs, fees (including attorney's fees), interest, and fines associated with collecting any such delinquency, which determination of costs, fees, interest and fines is left to the sole discretion of the Board of Directors.


**Amendment 9**

*Add the following Paragraph 3 to article XII of the Bylaws.*

Except as otherwise noted herein, all payments made to the Association on any Unit Owner account shall be applied in the following order of priority:

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

These amendments to the Declaration and Bylaws were executed this 13th day of December 2012 by:

  
\_\_\_\_\_  
Kathleen Spaulding, President  
Pine Brook Estates Condominium Association

**STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM**

The foregoing instrument was acknowledged before me this 18 day of ~~October~~<sup>November</sup> 2013, by Kathleen Spaulding, President of the Pine Brook Estates Condominium Association.



[Signature]  
Notary Public/Justice of the Peace  
Printed Name: Greg Seaman  
My commission expires: 6/5/18

[Signature: Stanley Sempolski]  
Stanley Sempolski, Treasurer  
Pine Brook Estates Condominium Association

**STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM**

The foregoing instrument was acknowledged before me this 18 day of ~~October~~<sup>November</sup> 2013, by Stanley Sempolski, Treasurer of the Pine Brook Estates Condominium Association.



[Signature]  
Notary Public/Justice of the Peace  
Printed Name: Greg Seaman  
My commission expires: 6/5/18

**CERTIFICATION OF THE SECRETARY**

I, Joan Sullivan, Secretary of the Pine Brook Estates Condominium Association, do hereby certify that the above Declaration and Bylaws Amendments were approved by at least a two-thirds vote of those units at a meeting of the Association on October 2, 2013 and that said vote complied with the requirements of the Condominium Act (RSA 356-B) required for amending the condominium instruments.

Date: 11-18-13 [Signature: Joan Sullivan]  
Joan Sullivan, Secretary  
Pine Brook Estates Condominium Association