

**BYLAWS
OF
VILLAGE SQUARE OF HAMPTON CONDOMINIUM
HAMPTON, NEW HAMPSHIRE**

TABLE OF CONTENTS

	PAGE NO.
ARTICLE I INTRODUCTORY PROVISIONS	1
SECTION 1. DEFINITIONS	1
SECTION 2. CONFLICTS	1
ARTICLE II ASSOCIATION OF UNIT OWNERS	2
SECTION 1. MEMBERSHIP	2
SECTION 2. VOTING	2
SECTION 3. PROXIES	2
SECTION 4. QUORUM	2
SECTION 5. MAJORITY VOTE AND TIE BREAKING	2
SECTION 6. PLACE OF MEETINGS	2
SECTION 7. ANNUAL MEETINGS	3
SECTION 8. REGULAR MEETINGS	3
SECTION 9. SPECIAL MEETINGS	3
SECTION 10. NOTICE OF MEETINGS AND OTHER NOTICES	3
SECTION 11. ADJOURNMENT OF MEETINGS	3
SECTION 12. ORDER OF BUSINESS	3
ARTICLE III POWERS	4
SECTION 1. POWERS AND DUTIES	4
ARTICLE IV OFFICERS	5
SECTION 1. DESIGNATION	5
SECTION 2. SELECTION AND REMOVAL	5
SECTION 3. POWERS	5
SECTION 4. EXECUTION OF INSTRUMENTS	6
ARTICLE V INTERIM MANAGEMENT BY DECLARANT	6
ARTICLE VI COMMON EXPENSES	6
SECTION 1. COMMON EXPENSES	6

SECTION 2.	CAPITAL IMPROVEMENTS	7
SECTION 3.	RESERVES	7
SECTION 4.	EXPENSES FOR LIMITED COMMON AREAS	7
SECTION 5.	BOOKS	7
SECTION 6.	ENFORCEMENT	7
SECTION 7.	ASSESSMENTS	8
SECTION 8.	STATEMENT OF EXPENSES	8
SECTION 9.	EXPENSE TO UNIT OWNER	8
ARTICLE VII	OWNER'S OBLIGATION TO REPAIR.....	9
ARTICLE VIII	GENERAL PROVISIONS.....	9
SECTION 1.	ABATEMENT OF VIOLATIONS	9
SECTION 2.	WAIVER	9
SECTION 3.	NOTICES	10
SECTION 4.	AMENDMENT	10
SECTION 5.	NOTICES TO PROSPECTIVE PURCHASERS OF UNITS	10

VILLAGE SQUARE OF HAMPTON CONDOMINIUM

BY-LAWS

CONDOMINIUM BY-LAWS dated this ____ day of _____, 2006, executed by **VILLAGE SQUARE OF HAMPTON, LLC**, a New Hampshire limited liability company, of P O Box 119, Hampton, New Hampshire 03842, who is the "Declarant" under the Condominium Declaration of even date herewith and to be recorded simultaneously herewith in the Rockingham County Registry of Deeds (hereinafter called the "Declaration"). These By-Laws are adopted pursuant to the New Hampshire Revised Statutes Annotated Chapter 356-B, and these By-Laws shall apply to the Village Square of Hampton Condominium as described and created by the Declaration and to all present and future owners, tenants and occupants of any Unit in the condominium and to all other persons who shall at any time use the condominium or any portion thereof. The mere acquisition or rental of any Unit or the mere act of occupancy of any Unit will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws shall run with the land and with each Unit comprising the condominium and shall be binding thereon.

ARTICLE I INTRODUCTORY PROVISIONS

SECTION 1. Definitions. The terms used herein shall have the same meaning as given to them in the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, except as expressly otherwise provided herein, or the application of such meaning would be contrary to the clear intent of the statement. The term "common areas" means those areas designated in the Declaration as common areas and limited common areas. The term "condominium" shall include all Units and common areas, including all improvements within the common areas and all easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the condominium, adopted by the Association as hereafter provided. The terms "Owner" or "Unit Owner" means a person owning severally or as a co-tenant a Unit and the common interest appurtenant thereto. The term "Association" means the Association of Unit Owners as described in the By-Laws and in the New Hampshire Condominium Act.

SECTION 2. Conflicts. These By-Laws are intended to comply with the requirements of New Hampshire Revised Statutes Annotated Chapter 356-B. In the event these By-Laws conflict with the provisions of said Chapter 356-B, as amended from time to time, then the amendments, or any successor Declaration, as the case may be, shall control.

**ARTICLE II
ASSOCIATION OF UNIT OWNERS**

SECTION 1. Membership. The government of the condominium shall be vested in its Association of Unit Owners. All Owners of Units in the condominium shall constitute the Association. The Owner of any Unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the Unit ceases for any reason. The Association will keep an accurate and current list of Association members and their current addresses, and said list will be maintained at a place designated by the Association. The Association may be incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of said corporation.

SECTION 2. Voting. Each Unit shall be entitled to one vote. Votes may be cast in person or by proxy by the respective Unit Owners provided that the Owner is current on their condominium fees. If any vote is to be cast by an executor, administrator, guardian or trustee for a Unit Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record owner of the Unit or is otherwise duly authorized. If a Unit Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the vote being cast) by the other or others. If a Unit Owner is a corporation or an entity other than a natural person, the vote for that Unit may be cast by any natural person having authority to execute deeds on behalf of the Unit Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast.

SECTION 3. Proxies. A proxy in each case will be subject to the following requirements:

- A. It must be dated;
- B. The signature of the person granting the proxy must be acknowledged before a Notary Public or Justice of the Peace;
- C. It will terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy;
- D. It will not be revocable except by actual notice of revocation to the person presiding over the meeting.

SECTION 4. Quorum. The presence in person or by proxy at the commencement of any meeting of the Association of Unit Owners of four (4) of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include Units the title of which is held by the Association.

SECTION 5. Majority Vote and Tie Breaking. The majority vote of all Unit Owners shall be required to adopt decisions at any meeting of the Association.

SECTION 6. Place of Meetings. The meetings of the Association shall be held at such suitable place convenient to the Unit Owners as may be designated by any Officer of the Association.

SECTION 7. Annual Meetings. The first annual meeting of the Association will be held as called by the Declarant. Thereafter, the annual meetings of the Association will be held on the second Tuesday of June of each year, or on such other date as may be set by the Association. At each annual meeting the Association Officers will be elected.

SECTION 8. Regular Meetings. In addition to the annual meetings, the Officers may by resolution establish regular meetings of the Association at regular intervals more frequently than annually.

SECTION 9. Special Meetings. Special meetings of the Association may be held at any time upon the call of any Officer.

SECTION 10. Notice of Meetings and Other Notices. The President or Treasurer of the Association will give written notice of all meetings of the Association, by hand delivery or United States Mail (Return Receipt Requested, if required by law) to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated in writing to the President or Treasurer. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed or hand delivered at least twenty-one (21) days prior to the meeting. In the case of any special meeting, said notice shall be mailed or hand delivered not less than seven (7) days prior to the meeting. Each notice will set forth the time, place and purpose of the meeting. Upon notice being given in accordance with the provisions hereof, the failure of any Owner of a Unit to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereof. Any Unit Owner may waive any notice as to him or her.

SECTION 11. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum has not attended, a majority of the votes of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 12. Order of Business. The order of business at all meetings of the Association shall be as follows:

- A. Roll call;
- B. Notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Reports of committees;

- F. Election of Officers (when so required);
- G. Unfinished business;
- H. New business.

ARTICLE III POWERS

SECTION 1. Powers and Duties. The Association shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Association will have all of the powers and duties necessary for the administration of the affairs of the condominium. Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;
- C. To make or cause to be made additional improvements on and as part of the common areas (subject to Article VI, Section 2 below);
- D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;
- E. To grant easements through the common areas and to accept easements benefiting the condominium or any portion thereof;
- F. The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to RSA Section 356-B:46, as amended from time to time, or any successor statute;
- G. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas or any portion thereof;
- H. The general regulations of use and operations of parking areas;
- I. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;
- J. Obtaining and administering insurance for the condominium as set forth in the Declaration;

K. Repairing, restoring or replacing common areas after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;

L. Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws;

M. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;

N. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

O. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

SECTION 2. Managing Agent. The Association may, in its discretion, employ, as a common expense of the condominium, a managing agent to assist it in managing the affairs of the condominium. The Association can delegate to said agent the authority to perform any of the functions or exercise any of the powers set forth in Subparagraph A through O in the preceding paragraph 1 except those powers enumerated in Section D, E and G above which are reserved for the Association. The Association in its discretion, may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law.

ARTICLE IV OFFICERS

SECTION 1. Designation. The principal Officers of the Association will be at a minimum a President and Treasurer, who shall be elected by the Association and also shall not be Owners of the same Units. The term of the Officers shall be three years. The Association may appoint any other Officer or Officers which in its judgment shall deem necessary or desirable who shall be Unit Owners.

SECTION 2. Selection and Removal. Each Officer will be elected at an annual meeting, will serve at the pleasure of the Association, and may be removed at any time by the Association, with or without cause.

SECTION 3. Powers. The President shall serve as the chief executive Officer of the Association and shall preside at all meetings of the Association. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities. The Treasurer shall keep the minutes of the Association and will give all notices of all meetings

as provided by these By-Laws. Notwithstanding the foregoing, the Association may, in its discretion, delegate powers to, or limit the powers of, any of the Officers.

SECTION 4. Execution of Instruments. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided authority by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President and by the Treasurer.

ARTICLE V INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant exercises all powers and responsibilities assigned by these By-Laws, the Declaration and by the New Hampshire Condominium Act to the Association of Unit Owners, and the Officers until such time as it turns over said powers and responsibilities to the Unit Owners. Said transfer of said powers and responsibilities shall in no event occur later than the first to occur of (1) the time at which the Declarant has completed the passing of title to third party purchasers of Units to which are assigned a total of 75% of the undivided interest in the common areas, or (2) the expiration of two years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, or the Unit Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of Unit Owners of a majority of the Units in the Association of Unit Owners.

ARTICLE VI COMMON EXPENSES

SECTION 1. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest (i.e. the undivided interest in the common areas as set forth in Exhibit "B" to the Declaration). The owner of each Unit shall be responsible for the payment of any utility expenses associated with the Unit including, but not limited to, electricity, gas, heat, hot water and water and sewer. Utility expenses incurred in connection with utilities provided for the condominium or a portion of the condominium shall be deemed a common expense. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the condominium, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner) assessments, insurance as set forth in Article 12, Section A & B of the Declaration, liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the common areas, yard, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas, and the cost of all water and utility services to the common

areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association.

SECTION 2. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, alteration of existing facilities not shown in the condominium plans, any such additions, alterations or new construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

SECTION 3. Reserves. The Association shall assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

SECTION 4. Expenses for Limited Common Areas. Expenses associated with the maintenance and repair of the Limited Common Area shall be allotted to the Association and assessed in accordance with Section 1 of this Article and Article 10, Section G of the Declaration.

SECTION 5. Books. The Association will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. The Association will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

SECTION 6. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the New Hampshire Condominium

Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed. If a Unit Owner shall fail to pay his assessment when due, then he shall pay an additional assessment of \$10.00 for each such failure, and all delinquent assessments shall bear interest at the rate of 1 1/2% per month from the assessment due date.

SECTION 7. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a quarterly basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

SECTION 8. Statement of Expenses. Any Unit Owner or purchaser of a Unit having executed a contract for the sale or purchase of the Unit shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Said request shall be in writing, directed to the President of the Association of Unit Owners. Such statement will be issued within ten (10) business days from the receipt of said request, and failure to do so may result in the lien for unpaid assessments being extinguished under RSA Section 356-B:36 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association of Unit Owners, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

SECTION 9. Expense to Unit Owner. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Association in repairing same.

ARTICLE VII OWNER'S OBLIGATION TO REPAIR

Each Unit Owner shall, at his own expense, keep his Condominium Unit 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, air conditioning equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area and are located in his Unit. Each Owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing of water services or waste removal which are Common Area within his Condominium Unit. 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 Association, the Association may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work in his Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Commercial General Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his Unit.

ARTICLE VIII GENERAL PROVISIONS

SECTION 1. Abatement of Violations. The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

A. To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Association and its agents (including but not limited to the Officers of the Association and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass;

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting Unit Owner.

SECTION 2. Waiver. The failure of the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

SECTION 3. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Owner, addressed to the Owner's address appearing on the records of the Association. Any notice given or mailed to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner.

SECTION 4. Amendment. These By-Laws may be amended at any time upon compliance with the requirements of Article 16 of the Declaration, and any other or further restrictions imposed by the New Hampshire Condominium Act, as amended from time to time, or any successor statute. Notwithstanding the above, amendments to Article VI of the Bylaws shall occur only with the consent of both Commercial Office Unit Owners.

SECTION 5. Notices to Prospective Purchasers of Units . In the event of any resale of a residential unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- A. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years;
- B. A statement of the status and amount of any reserve for the major maintenance or replacement fund, and any portion of such fund earmarked for any specified project by the Association;
- C. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- D. A statement of the status of any pending suits or judgments in which the Association is a defendant;
- E. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;
- F. A statement that any improvements or alterations made to the Unit or the limited common area assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of

issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

Executed as of the day and year first above written.

VILLAGE SQUARE OF HAMPTON, LLC

Sharon C Somers
Witness

By: [Signature]
Thomas J. Nigrelli, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

This instrument was acknowledged before me on May 26, 2006, before me by Thomas L. Nigrelli as Manager of Village Square of Hampton, LLC, a New Hampshire limited liability company.

Sharon C Somers
~~Notary Public/Justice of the Peace~~
Printed Name: Sharon C Somers
My Commission Expires: _____

S:\VA-VZ\Village Square of Hampton, LLC\Condominium Docs\By-Laws 05 26 06.rtf

