

**FIRST AMENDMENT TO THE BYLAWS OF
THORNHILL CONDOMINIUM
STRATHAM, ROCKINGHAM COUNTY, NEW HAMPSHIRE**

This is the First Amendment to the Bylaws of Thornhill Condominium. The Declaration of Thornhill Condominium is dated November 6, 1985, and is recorded in the Rockingham County Registry of Deeds in Book 2571, Page 2778. The Bylaws of Thornhill Condominium Association are dated November 6, 1985, and are recorded in the Rockingham County Registry of Deeds in Book 2571, Page 2804. The First Amendment to the Declaration of Thornhill Condominium is dated January 8, 1986, and is recorded in the Rockingham County Registry of Deeds at Book 2582, Page 2495. The Second Amendment to the Declaration of Thornhill Condominium is dated May 9, 1986, and is recorded in the Rockingham County Registry of Deeds at Book 2662, Page 2929. The Third Amendment to the Declaration of Thornhill Condominium is dated October 26, 2002, and is recorded in the Rockingham County Registry of Deeds at Book 3901, Page 1029.

NOW, WHEREFORE, pursuant to Article IX of the Bylaws of Thornhill Condominium (hereinafter "Bylaws") and RSA 356-B:34, and having secured a quorum, as well as obtained the affirmative vote, approval and consent of the Owners of Units to which Seventy-Five Percent (75%) of the eligible voting power in the Thornhill Condominium Association appertain to support amendment of the Bylaws to comply with RSA 356-B, do hereby amend the Bylaws of Thornhill Condominium Association, as follows:

1. Delete Sections 4 through 11 of Article II of the Bylaws in its entirety and substitute therefore the following:
 4. **Annual Meeting.** The Annual Meeting of the Association of Owners shall take place in the month of December each year in the Common Area, or at such other reasonable date, place and time as may be designated by the Board of Directors, but in all cases the Association shall meet at least once each year.
 5. **Special Meetings.** Subject to RSA 356-B:37, II, a special meeting of

Unit Owners shall be held to address any matter affecting the Unit Owners or the Association if the President, a majority of the Board of Directors, or Unit Owners having not less than thirty-three percent (33%) of the votes in the Association request that the secretary call the meeting. To the extent required by the Condominium Act, if notification is not made by the Association within 30 days after the requisite percentage of unit owners request the secretary to do so, the requesting members may directly notify all the unit owners of an informational meeting, the purposes of which shall be limited to presentation of the issue for which the special meeting was requested to fellow residents and unit owners. In all instances, only matters described in the meeting notice required by RSA 356-B:37-a may be considered at a special meeting.

6. Notice of Meetings. The Secretary of the Association shall, at least 21 days in advance of any annual or regularly scheduled meeting, and at least 7 days in advance of any other meeting, provide to each owner notice of the time, place, and purpose of such meeting in conformity with RSA 356-B:37-a. So long as allowed by RSA 356-B:37, the minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. The secretary, or other duly authorized officer of the unit owners' association, shall prepare an affidavit which shall be accompanied by a list of the addresses of all unit owners currently on file with the Association and shall attest that notice of the Association meeting was provided to all owners on that list in a manner conforming to RSA 356-B:37-a. A copy of the affidavit and unit owners list shall be available at the noticed meeting for inspection by all owners then in attendance and shall be retained with the minutes of that meeting. The affidavit required in this section shall be available for inspection by unit owners for at least 3 years after the date of the subject meeting.

7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual or special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney fees, and all other expenses, if any, properly chargeable to him against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by, or on behalf of the unit owner, or, in cases where the unit owner is more than one person, by or on behalf of all such persons. A person may not cast undirected proxies representing more than 10 percent of the votes in the Association. The proxy or proxies shall list the name of the person to vote. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the unit owner or by any such persons, that it be revoked. Any proxy shall be void if it is not dated or if it purports to be revocable without the required notice. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. The board of directors shall deliver to the unit owners, together with their notice of meeting and agenda, proxy forms bearing a control number which the board of directors shall correlate to the list of all unit owners then

entitled to vote. At the noticed meeting, the board of directors shall recover all proxies and compare them to the control list maintained for that purpose. Any proxies which are on a form other than that provided by the board of directors shall be disregarded for purposes of determining whether a quorum was present at the meeting and for purposes of casting any vote at that meeting.

9. Quorum. The presence at the meeting of Owners in person, or by proxies compliant with RSA 356-B:39, IV, entitled to cast thirty-three and one-third percent (33 1/3%) of the total voting interest of the Unit Owners, shall constitute a quorum to start any special or annual meeting of the Owners. Owners not present who submit a proxy compliant with RSA 356-B:39, IV, which is received prior to the start of the meeting, shall be considered to be present for purposes of a quorum. If a quorum is not met for an annual meeting, the Board shall reschedule the meeting within 60 days and provide proper notice and proxies for said rescheduled meeting.

10. Order of Business. The order of business at all meetings of the Unit Owners' Association may be as follows, any of which may be waived: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (I) new business.

11. Conduct of Meeting. The President, or in his/her absence, the Treasurer, shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. Roberts Rules of Order Newly Revised may be used to govern the conduct of all meetings of the Unit Owners' Association, at the discretion of the person presiding over said meeting, when notice of the application of said Rules is provided at the beginning of said meeting, and so long as use of said rules are not in conflict with the Declaration, these Bylaws or the Condominium Act. Unit Owners shall be given reasonable opportunity at any meeting to comment regarding any matter affecting the association. Minutes of all meetings of the Association shall be made available to Unit Owners pursuant to RSA 356-B: 37, VI, as amended from time to time.

12. Written Consent to Vote Without a Meeting. The Association may conduct a vote without a meeting, only in compliance with the requirements of The Condominium Act, RSA 356-B:39-a, as said Act may be amended from time to time.

13. Eminent Domain: The provisions of RSA 356-B:6 shall control in the event all, or any portion, of the Condominium is taken by eminent domain. Pursuant to RSA 356-B:35, VII the Unit Owners' Association shall act on behalf of each unit owner in condemnation proceedings against the common areas of the condominium.

2. Delete Sections 5 through 17 of Article III of the Bylaws in its entirety and substitute therefore the following:

5. **Board Meetings:** To the extent not inconsistent with The Condominium Act, as it may be amended from time to time, meetings of the Board shall be held and conducted in the following manner:

a. **Annual Organizational Meeting:** The Board shall meet immediately after the adjournment of the regularly scheduled annual meeting of the Association, but in no case longer than ten (10) days after said Annual Meeting, for purposes of electing officers as provided in Article IV of these Bylaws and for such other matters as may be noticed pursuant to RSA 356-B:37-c.

b. **Regular Meetings:** The Board shall hold meetings not less than once each quarter pursuant to a regular schedule to be determined at the discretion of the Board and published to the Association. It shall be the duty of the Secretary to give notice of all Board meetings at least ten (10) days in advance of each meeting to members of the Board and Unit Owners stating the time, date, place and agenda of the meeting. Subject to the provisions of RSA 356-B:37-d, meetings shall be open to Unit Owners and, at least once each quarter, Unit Owners in attendance at a meeting designated in the notice of said meeting shall be provided a reasonable opportunity to comment on any matter affecting the Association. Subject to the Condominium Act, at the discretion of the Board, the Board may meet in a meeting not open to Unit Owners provided that the meeting is recorded and the recording of such meeting is made available to unit owners for up to thirty (30) days after the adjournment of the meeting upon request.

c. **Special Meetings:** Special meetings of the Board may be called by the President. Unless the special meeting is called to deal with an emergency requiring immediate attention by the Board, the Secretary shall give notice of the meeting to each Board member and to the Unit Owners ten (10) days in advance of said meeting stating the time, date, place and agenda of the meeting. The conduct of any special meeting shall comply with RSA 356-B:37-c, RSA 356-B:37-d and the Condominium Instruments.

d. **Conduct of Meetings.** The President, or in the President's absence, the president *pro tem* elected by the Board, shall preside over all meetings of the Board. The Secretary shall keep minutes of the meetings of the Board, including recording all resolutions adopted by the Board, all transactions, and all proceedings occurring at such meetings. The minutes shall be filed in the Record Book of the Association and shall be made available to Unit Owners

as required by The Condominium Act, RSA 356-B:37, VI. The Board may enter executive session only during a regular or special meeting of the Board to discuss matters expressly allowed under RSA 356-B:37-d. Unless allowed by The Condominium Act, no vote or action may be taken during an executive session.

e. Meetings by Telephonic, Video or Other Conferencing Process. The Board of Directors, or any member thereof, may participate in meetings of the Board by means of telephonic, video, or other electronic conferencing process, provided that the requirements of RSA 356-B:37-c, and other provisions of the Condominium Act and Condominium Instruments are also met.

f. Board Quorum: A quorum shall be deemed to be present throughout any meeting of the Board of Directors if persons entitled to cast more than one-half (1/2) of the votes in the Board are present at the beginning of such meeting. The acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

6. Compensation. No director shall receive any salary or compensation from the Association for the performance of duties as an officer or director and shall not in any other way benefit financially from service to the association, unless such compensation is annually approved in advance by a 2/3 majority of the voting interests present at a properly called meeting of the association as required by RSA 356-B:40, II-a and II-b.

7. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

8. Resignation and Removal; Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum of the Board if as a result of the vacancies addressed herein; and each person so appointed shall be a director for the remainder of the term of the director so replaced.

A director may be removed by affirmative vote of the Association with, or without, cause pursuant to the provisions of RSA 356-B:40-b, as amended from time to time.

Members of the Board shall serve until their respective successors have been elected, or until death, resignation or removal. If all the positions on the Board are vacant at the same time, the Owners shall fill said vacancies at a duly called meeting of the Association.

9. **Fidelity Bonds.** The Board of Directors may require that all officers, agents (including the Manager) and employees of the Unit Owners' Association, handling or responsible for funds, furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

10. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners, unless any such contract shall have been made in bad faith, due to willful misconduct, or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct, or contrary to such provisions. It is also intended that the liability of any Owners arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interest of all of the Owners. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his undivided interest bears to the Undivided Interests of all Owners. The Owners shall indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether or not based in contract

3. Delete Section 3 of Article IV of the Bylaws in its entirety and substitute therefore the following:

3. **Vacancies and Removal of Officers.** Any vacancy in an office shall be filled by the Board at a monthly meeting or special meeting called for such purpose. The officers shall remain in office until their respective successors are chosen and qualify in their stead. An officer may be removed with, or without cause, at any duly noticed regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes in attendance in person, or by proxy, at said meeting. Prior to any vote to remove an officer, the officer being considered for removal shall be provided a reasonable opportunity to speak. If an officer is removed from office as provided herein, and that officer is removed solely in their capacity as an officer, and not as a Board Member, the Board shall immediately meet at the conclusion of the meeting of the Association at which

the officer was removed, in the same manner as required after an annual meeting of the Association, and select a successor.

4. Delete Section 1 of Article V of the Bylaws in its entirety and substitute therefore the following:

1. **Determination of Common Expenses and Assessments Against Owners.**

The Board of Directors shall prepare a proposed budget for ratification and adoption by the Association pursuant to RSA 356-B:40-c and this Section. Said budget shall be the basis for determining the “estimated cash requirement” for operation of the Association, which shall be assessed to the Unit Owners as provided by the Condominium Instruments and the Condominium Act.

- a. **Preparation and Approval of Budget.** The fiscal year shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

In advance of each fiscal year, the Board shall adopt a proposed Budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Units which are the responsibility of the Association to maintain, repair and replace, the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by The Condominium Act, RSA 356-B, the Declaration, Bylaws, Rules, or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the property and the rendering of the Owners of all related services. Such proposed Budget shall also include any previous year’s operating deficit from the maintenance of the Condominium, as well as such reasonable reserves for an opening working capital reserve, insurance deductible reserve, capital replacement reserve, an operating contingency reserve, and any other reserve as the Board considers necessary.

Not later than thirty (30) days after the adoption of a proposed Budget, the Board shall provide to all Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for a meeting of the Unit Owners to consider ratification of the budget.

Unless at that meeting 2/3 of all Unit Owners reject the budget proposed by the Board, the budget shall be ratified, whether or not a quorum is present at said meeting. If a proposed Budget is rejected, the Budget last ratified by the Unit Owners continues until the Unit Owners ratify a subsequent budget.

The Budget adopted by the Association shall be the basis for determining each Owner's contribution toward the Common Expenses and assessments of the Condominium.

b. Assessment and payment of Common Expenses and Other Expenses.

The Budget for the fiscal year adopted by the Association, shall be assessed against each Owner of a Unit in proportion to each Unit's votes in the Unit Owners' Association, and shall be a lien against each Owner's Unit in accordance with The Condominium Act. Each Owner shall be obligated to pay assessments made pursuant to this Paragraph and the Bylaws to the Board in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. Within sixty (60) days after the end of each fiscal year, the Board shall provide to all Owners a balance sheet, and an itemized income and expense statement comparing actual expenses to that of the annual Budget. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board, either be: I) rebated to the Owners in accordance with each Owner's percentage of the undivided interest in the Common Area, ii) added to the next successive fiscal year's Budget, or iii) added to the Association's existing reserves. If required by the IRS, the Association shall vote on the Board's application of the excess income accumulation. Any net shortage of the Common Expenses and Common Area Assessments must be budgeted according to each Owner's percentage of undivided interest in the Common Area and added to the following year's proposed Budget for ratification by the Association.

c. Capital Reserves. The Association shall maintain an adequate capital reserve account for replacement of the Common Area, which shall be funded by regular monthly condominium fee payments. At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of the Common Area shall be placed in a separate account, segregated from the general operating funds, and used only for such purposes. Such capital reserve funds must be kept in interest bearing accounts with the manager if any, and the Association's President and Treasurer being the joint signatories for all reserve accounts. Such reserves and accrued interest must be 100% secured, protected, or insured at all times. If for any reason, including nonpayment of any Owner's assessment, the capital reserves are inadequate, the Board may at any time levy a further special assessment, pursuant to RSA 356-B:40-c, which shall be assessed against the Owners according to

their respective undivided interest (and votes appertaining to same) in the Unit Owners' Association and which may be payable in a lump sum or in installments as the Board may determine. All Owners shall be obligated to pay the further assessment. All capital reserve accounts are to be held in an escrow account by the Association in trust for the Unit Owners as a whole with Ownership of the reserve accounts vested in the Owners as a whole in proportion to the undivided interests in the Common Area. Said capital reserve accounts are not to be subject to attachment by any creditors of the Association or of any of the individual Unit Owners. Said capital reserve escrow account funds may only be applied and used by the board and the Association for the repair, replacement, and immediate maintenance of the Common Area.

- d. **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Association to adopt the annual Budget for any fiscal year shall not constitute a waiver of release in any manner of an Owner's obligation to pay the Owner's allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual Budget or adjusted Budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new budget is adopted by the Association.
- e. **Special Assessments.** The Board, at any time, may propose a special assessment. Except as otherwise provided by The Condominium Act and this Section, the assessment is effective only if the board of directors follows the procedures for ratification of a budget described in this Section, and the Unit Owners do not reject the proposed assessment. Except as may be provided by The Condominium Act, if the Board determines by a 2/3 vote that a special assessment is necessary to respond to an emergency:
- (a) The special assessment becomes effective immediately in accordance with the terms of the vote;
 - (b) Notice of the special assessment shall be provided promptly to all unit owners; and
 - (c) The Board may spend the funds paid on account of the special assessment only for the purposes described in the vote.

5. Delete Article XI of the Bylaws in its entirety and substitute therefore, the following:

**ARTICLE XI
NOTICE**

1. Notices and Service of Process. All notice, demands, bills, statements or other communications provided for or required under the Declaration and Bylaws shall be in writing and shall be deemed to have been duly given as follows:

A. Notice to Owners: Unless otherwise allowed by The Condominium Act, the Association shall deliver any notice required to be given by the association to any mailing or electronic mail address a unit owner designates. If the unit owner does not designate an address, the association shall deliver notices by hand delivery, United states mail postage paid, or by other commercially reasonable delivery service to the address of the Unit.

B. Notice to Association: Any Notice to the Association shall be delivered by hand, or to the mailing or electronic mail address of the President of the Association or Manager, if any.

C. Service of Process: Unless otherwise specified by The Condominium Act, service of process upon the Association shall be as provided in Article VII of the Declaration.

Witnessed and executed this ____ day of _____, 2017.

, President
Thornhill Condominium Association

, Treasurer
Thornhill Condominium Association

Certification of Vote

I, _____, the Secretary of the Thornhill Condominium Association, hereby certify that all Unit Owners of record of the Thornhill Condominium Association were provided notice under date of _____, 2017, of the above Amendment and that of the _____ Units of the Association _____% were represented in person or through written proxy, this constituting the necessary quorum, and that the results of the voting were _____% of Unit Owners in favor of adopting and consenting to the First Amendment to the Bylaws of Thornhill Condominium, thus constituting more than the necessary seventy-five percent (75%) vote of the Association to adopt the Amendment to the Bylaws and that said Amendment has been duly adopted. I further certify that approval of eligible holders holding first mortgages on Units is not necessary pursuant to RSA 356-B:6-a, as these Amendments are being made to comply with the requirements of RSA 356-B and the changes do not affect any mortgagee's equity or security interest in the property.

Executed this _____ day of _____, 2017.

Duly Authorized Secretary, Thornhill
Condominium Association

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS:

On this the _____ day of _____ 2017, before me, the undersigned officer, personally appeared, _____, Secretary of Thornhill Condominium Association, known to be (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument, and made oath that the statements subscribed by him/her are true to the best of his/her knowledge and belief.

Justice of the Peace/Notary Public
My Commission Expires: _____