

BYLAWS OF
FOX RIDGE CONDOMINIUM ASSOCIATION

ARTICLE 1
Purpose and Applicability

Section 1. Purpose. The land located on Pine Hill Road, Berwick, York County, Maine known or to be known as Fox Ridge Condominium, together with all improvements to be constructed thereon, as described in the Declaration of Fox Ridge Condominium (the "Declaration"), recorded or to be recorded in the York County Registry of Deeds, has been or will be submitted to the provisions of the Maine Condominium Act, Chapter 31 or Title 33 of the Maine Revised Statutes of 1964, as amended, (the "Act"), by said Declaration and declared as a condominium to be known as Fox Ridge Condominium (hereinafter called the "Condominium"). These Bylaws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium (hereinafter called the "Association").

Section 2. Name. The name of this Association is Fox Ridge CONDOMINIUM ASSOCIATION.

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the property of the Condominium and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees and occupants of the Units and their employees or any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration, and to the rules and regulations established by the Executive Board of the Association as hereinafter set forth.

Section 4. Office. The principal office of the Association and the Executive Board shall be located at Fox Ridge Condominium, Berwick, Maine, or at such other location as the Executive Board may designate.

Section 5. Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended, (the "Nonprofit Corporation Act"), and the "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board".

Section 6. Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance or care of the Condominium.

Section 7. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

ARTICLE II
The Association

Section 1. Membership. Each unit owner upon acquisition of a condominium ownership interest in the unit, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a unit. Membership may be held in the name of more than one owner. Such membership shall terminate upon the sale or other disposition by such unit owner of the unit, at which time the new owner of the unit shall automatically become a member of the Association.

Section 2. Nontransferability of Interests. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically transfer to and be vested in the next Owner or Owners succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

Section 3. Duties of the Association.

- a. Management. The administration, management, maintenance, repair, alterations and improvements of the condominium property, not the responsibility of a unit owner, shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.
- b. Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the common area and limited common area in a state of good working order in clean, neat and safe condition and in conformity with all laws, ordinances and regulations applicable to the condominium property.
- c. Improvement and Repair Within Units. Except as may otherwise be expressly provided herein and expressly excepting the responsibility for the maintenance of the sewer and water systems that service each unit, except for those water and sewer lines that are in the common area, the Association shall keep and maintain in a state of good condition and repair those parts of the condominium property within each unit which contributes to the support of the condominium by making all repairs, replacements, alterations and other improvements necessary. If a unit and facilities appurtenant to a unit become impaired, in a neglected state or otherwise in need of repair or restoration, and if the unit owner fails after notice from the Association or

other owner(s) to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or correct the condition in similar manner as provided in the Declaration. The Association shall charge and assess the costs and expenses thereof to the unit owner(s) who should have performed the work.

- d. General Duties. The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws and the Condominium Act.
- e. Delegation of Authority. The Association or its designated representative shall be responsible for representing the unit owners in negotiating any agreements, contracts, settlements, etc.

ARTICLE III Meetings

Section 1. Annual Meeting. There shall be an annual meeting held on the second Saturday in June of each calendar year or at such other time as the owners shall designate. Such annual meeting shall be held at such place and time as the owners may determine.

Section 2. Notice of Regular Meetings. Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place and purposes(s) of such meetings shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these Bylaws to give such notice. Notice shall be given by U.S. Mail, return receipt requested, 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 to the Secretary. Notice of the time, place and purpose(s) of any meeting of members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice shall be a waiver by him of notice of such meeting.

Section 3. Place of Meetings. Meetings of the unit owners shall be held at the condominium or such other suitable place convenient to the unit owners as may be designated by the officers of the Association.

Section 4. Special Meetings. Special meetings of the Association may be held at any reasonable time as requested by any owner or representative of the Association upon a minimum of seven (7) days notice provided to all members of the Association. In the event that any owner is unable to attend, that owner shall make every effort to notify the other owner(s) or the Association representative at least forty-eight (48) hours prior to the meeting. Upon receipt of notice of the unavailability of more than half of the owners, such meeting shall be rescheduled the same time and place seven (7) days from the originally scheduled time. Subsequent unavailability of any owner shall be governed by the provisions of Section 5 of this Article. Special meetings shall be held on the premises of the condominium or at such other place within the town of Berwick as designated in the notice of hearing.

Section 5. Adjourned Meetings. If more than half of the owners are unavailable to attend a special, regular or annual meeting of the Association, they shall notify the other owner(s) as provided in Section 4. If a special meeting, it shall be rescheduled in accordance with Section 4 whether or not the notice is received forty-eight (48) hours prior to the meeting unless an emergency exists. If a regular or annual meeting, the notice must be received forty-eight (48) hours in advance to entitle the requesting owner to a postponement and if properly received, the meeting shall be rescheduled not less than 10 (10) days after the original meeting date and new notice sent to the owners in accordance with Section 2 of this Article. Any requests for additional postponements by an owner shall be in writing and shall contain at least two (2) dates and times when that owner(s) is available to attend said meetings. If a second postponement request does not contain that information, the remaining owner(s) may reschedule the twice postponed meeting and hold such a meeting and take any appropriate action whether or not the other owner(s) is in attendance.

Section 6. Actions Without a Meeting. All actions, except removal of officers of the Association, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in writing or writings signed by all unit owners.

ARTICLE IV

Voting

Section 1. Allocation of Votes. The Vote in the Association allocated to each unit is equal to the Allocated Interests allocated to that unit. The allocated interests allocated to each unit are listed on Schedule B to the Declaration. A unit's vote may be split among the various owners of the unit. Ownership of the unit may be conclusively established by the appearance of the owner(s) name on the deed to the unit but need not be so established if a different ownership indicated in writing and signed by all the individuals whose names appear on the deed. If two or more persons, whether

fiduciaries, tenants in common, or otherwise, own undivided interest in a unit, and if only one of those persons is present at a meeting, that person shall be entitled to cast the vote appertaining to that unit unless the other unit owner(s) present has reason to believe that the absentee owner would vote differently. Should only one of the several owners of a given unit who are present at a meeting cast the vote of that unit, the consent of the other owners shall be conclusively presumed unless protest is made forthwith by any of the owners to the person presiding over the meeting.

Section 2. Proxies. Votes may be cast by proxy duly executed by or on behalf of the unit owner(s). Designation of a proxy shall be made in writing to the Association, or other owner(s) and shall be revocable at any time by actual notice to the Association or other owner(s). Revocation shall not affect any vote or act previously taken or authorized.

Section 3. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast at least fifty percent (50%) of the votes in the Association are present either in person or by proxy at the beginning of such meeting.

Section 4. Majority Vote Required. Unless by express provisions of the Act, these Bylaws, or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of unit owner(s). As used in these Bylaws, the term "majority of unit owner(s)" shall mean the unit owner(s) of those units to which are allocated more than fifty percent (50%) of the total authorized voted allocated to all of the units that are present in person or by proxy and voting in any meeting of the Association at which a quorum is present as determined in accordance with Section 1.

ARTICLE V Executive Board

Section 1. Number and Qualification. The affairs of the Association shall be governed by an executive board composed of no less than three (3) and no more than six (6) natural persons. Prior to the special meeting and special election provided for by ARTICLE VI, the Executive Board shall be composed of three (3) natural persons who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The appointees of the Declarant need not be unit owners. After said special meeting and special election but prior to the transition election, one (1) member of the Executive Board shall be a unit owner. After the transition election, the Executive Board shall be composed of six (6) natural persons, at least a majority of whom shall be unit owners or spouses of unit owners or in the case of a unit owner which is a corporation, partnership, trust or estate, a designated agent thereof.

Section 2. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon unit owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.

Section 3. Waiver of Notice. Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board, unless he objects to the calling of the same, shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4. Quorum and Action by the Board. The quorum requirements and transaction of business requirements of Article IV, Section 3 and 4 of the Bylaws shall govern actions by the Board.

ARTICLE VI Officers

Section 1. Designation. The principal officers of the Association shall be President, Secretary and Treasurer, all of whom shall be elected by the Association, shall serve on the Executive Board and shall be unit owners as designated by MRSA 1601 et. seq. The Association may appoint such other officers as may in their judgment be necessary.

Section 2. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the statutes of the State of Maine pertaining to corporations without capital stock, as amended from time to time, and may do all such other acts and things provided from time to time by the Act to be done by an Executive Board or by the unit owners collectively except such acts or things as are by law or by these Bylaws or by the Declaration directed to be exercised and done by the unit owners individually. The powers and duties of the Executive Board shall include, but not be limited to, the following:

Section 3. Election of Officers. The officers shall be elected annually by the Association.

Section 4. President. The President shall be chief executive officer of the Association. He shall have all the general powers and duties which are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of Maine.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Association and the Executive Board and shall, in general, perform all duties incident to the office of the Secretary of a stock corporation organized under the Business Corporation Law of the State of Maine. The Secretary shall be responsible for sending all notices required by these Bylaws, the Declaration and the Condominium Act.

Section 6. Treasurer. The Treasurer shall have responsibility for all condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data, and in general, shall perform all the duties incident to the office of the Treasurer of a stock corporation organized under the Business Corporation Law of the State of Maine.

Section 7. Execution of Documents. All agreements, contracts, deeds, checks and other instruments of the Association shall be executed by the President and such other officer or persons as may be designated by the Executive Board.

Amendment to the Declaration may only be executed by members of the Association provided in the Declaration and not by any officer of the Association acting on their behalf.

Section 8. Delegation of Authority. The Executive Board may delegate any authority it has to any individual by vote of the Board in accordance with these Bylaws.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such unless and until authorized by vote of the Association at an annual meeting.

ARTICLE VII Common Expenses and Assessments

Section 1. Fiscal Year. The fiscal year of the Association shall begin on such date as shall be established by the Executive Board, except for the first fiscal year of the Association which shall begin at the date of incorporation of the Association. The commencement date of the fiscal year so established shall be subject to change by the Executive Board.

Section 2. Determination of Common Expenses and Fixing of Common Charges. The Executive Board shall, from time to time and at least annually, prepare a budget for the condominium, determine the amount of the common charges payable to the unit owners to meet the common expenses of the condominium and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the condominium, a general operating reserve, a reserve fund for replacements and to make up any deficit in the common expenses for any prior year.

Section 3. Payment of Common Charges. All units owners shall be obligated to pay the common charge assessed by the Executive Board pursuant to the provisions of Section 2 monthly, in advance, commencing immediately upon transfer of record title to an owner or at such other time or times as the Executive Board shall determine.

Section 4. Reserve Maintenance Account. The Executive Board is empowered to establish a reserve maintenance account to be funded by special assessment of all unit owners in proportion to their percentage interest in the common areas at such time or times and in such amounts as the board deems advisable. Said account shall also be funded by any surplus on hand in the account funded by monthly maintenance charges at the end of the fiscal year of the Association which the Executive Board deems available to transfer into the reserve maintenance account. All funds received from insurance in excess amounts necessary to repair any damaged common areas shall be paid by any new owner(s) upon taking title to a unit and deposited in the reserve maintenance account.

Section 5. Collection of Assessments. Any owner of a unit shall be liable for the entire monthly assessment of that unit. The owner(s) of any unit may take whatever action is necessary to enforce or collect the lien of the Association against the owner(s) of all other unit(s) notwithstanding any provisions of Article IV, Sections 3 and 4, or Article V, Section 4.

Section 6. Default in Payment of Common Charges. In the event of default by the unit owner or owners in the payment of common charges as determined by the Executive Board, any owner of the unit whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate not to exceed one and one-half (1-1/2%) per month on such common charges from the date they are due, together with all expenses including attorneys' fees incurred by the other unit owner(s) in any proceeding brought to collect any unpaid common charges. The owner of any unit which contributes more than his share shall have a right to contribution from any other unit owner of that unit which he may enforce. He will be entitled to recover all monies paid by him including any interest and attorneys' fees.

Section 7. Enforcement of Liens for Unpaid Common Charges. The Association shall have a lien on a unit for any assessment levied against the unit which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in like manner as a mortgage on real estate by the owner(s) of the other unit. The provisions of 33 MRSA 1601-101 are expressly incorporated into the provisions of this Section.

Section 8. Statement of Common Charges. In accordance with the provisions of 33 MRSA 1601-101, the Association or other unit owner(s) shall furnish to a unit owner, upon written request, a recordable statement setting forth the amount of any unpaid assessments currently levied against the unit within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other unit owner(s).

ARTICLE VIII Records of Information

Section 1. Title. Every unit owner shall promptly cause to be duly recorded the deed, lease, assignment or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Executive Board through the Secretary of Managing Agent. The Secretary shall maintain such information in the record of ownership of the Association.

Section 2. Availability of Information. The Association shall make available at the Condominium to unit owners, lenders and holders, insurers and guarantors of the first mortgage on any unit, for inspection at the property, current copies of the Declaration, these Bylaws, and the rules and regulations governing the property and other books, records and financial statements of the Association. The Association shall also make available to eligible mortgage holders, eligible insurers, unit owners and prospective purchasers at the cost of the person requesting the same, current copies of the Declaration, these Bylaws and the rules and regulations governing the property.

ARTICLE IX Standards and Control of Condominium

Section 1. The Executive Board shall be responsible for: (a) providing for visual harmony and soundness of repair; (b) avoiding activities deleterious to the aesthetic or property values of the Condominium; (c) furthering the comfort of the unit owners, their guests, invitees, customers and tenants; and (d) promoting the general welfare and safety of the Condominium property. The Executive Board shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by a unit owner. The Executive Board shall regulate the external design, appearance, use and maintenance of the Common Elements. The Executive Board shall have the power to impose reasonable

finer upon, and issue a cease and desist request to a unit owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Act, the Condominium Documents, the rules and regulations or resolutions of the Executive Board (upon petition of any unit owner or upon its own motion). The Executive Board shall provide interpretations of the Condominium Documents, rules and regulations pursuant to the intents, provisions and qualifications thereof when requested to do so by a unit owner.

Section 2. Rules of Conduct. Rules and regulations concerning the use of the units and the common areas may be promulgated and amended by the Association and copies of the same shall be furnished to each unit owner.

ARTICLE X Amendment of the Bylaws

These Bylaws may be amended from time to time by the Executive Board at a duly called meeting with a quorum present. Any such amendment shall be consistent with the provisions and intent of these Bylaws, the Declaration and the Condominium Act.

ARTICLE XI Transfer of Ownership

Section 1. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer, or other disposition of such part of the appurtenant interest of all units.

Section 2. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Executive Board against his unit and until he shall have satisfied all unpaid liens against such unit, except for permitted mortgages. Any grantee of an interest in a unit takes that unit pursuant to Article VII of these Bylaws.

ARTICLE XII

Mortgages

Section 1. Notice of the Board of Directors. A unit owner who mortgages his unit shall notify the Executive Board of the name and address of his mortgagee and upon request by any member of the Executive Board, shall file a confirmed copy of the mortgage with the Board.

Section 2. Notice of Unpaid Common Charges. The Executive Board, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from or any other default by the owner(s) of the mortgaged unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder or mortgage covering such unit whose name and address has theretofore been furnished to the Executive Board.

Section 4. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the condominium at reasonable times on business days.

ARTICLE XIII

Insurance

Section 1. Required Insurance. The Association shall obtain, pay for and maintain, as a common expense of all units, the following:

- a. A master liability policy in such form and amount as the Association may from time to time, determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000) for bodily injury, death and property damage per occurrence, insuring the Declarants, the Association, all individual members of the Association, officers of the Association and agents or employees designated for management purposes with cross liability coverage with respect to liability claims by anyone insured thereunder against any other insured. This insurance, however, shall not insure against the individual liability of an owner for personal liability arising out of the ownership, maintenance or use of a unit and/or any automobiles or motor driven vehicles driven by or on behalf of such individual owner, but shall insure the Declarant and the officers of the Association for liability. Said insurance shall specifically protect the Association, its officers and directors from any claims arising from the use of any sidewalk or entryway adjacent to any unit resulting from any claims including, but not limited to, cracked or

unrepaired surface, debris, snow removal, etc. Said insurance shall supplement the individual insurance required by this Declaration to be carried by each unit owner.

- b. Such other insurance as the Declarant prior to the formation of the Association and the Association thereafter may determine to be necessary, including without limitation, errors and omissions insurance, liability insurance for officers of the Association, all risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

Section 2. Unit Owners.

- a. It shall be the responsibility of each unit owner to maintain, at his own expense, fire and casualty insurance for his unit. Such insurance shall be in an amount equal to the full replacement value of the structures and improvements on the site. The proceeds of such insurance shall be used for the purpose of replacement, reconstruction or repair of that unit.
- b. It shall be the responsibility of each unit owner to obtain, at his own expense, a liability policy covering personal injury and property damage claims arising out of the use, ownership and occupancy of the unit and specifically covering the entryway of the unit and adjacent sidewalk and driveway to cover claims arising out of any duty the unit owner might have to maintain said entryway and/or sidewalk and/or driveway and, including but not limited to, claims arising from failure to maintain debris, snow removal, etc. The limits of said policy shall be not less than Three Hundred Thousand (\$300,000) for death, bodily injury and property damage per occurrence.
- c. It shall be the responsibility of each unit owner to provide, at his own expense, theft, casualty and other insurance covering improvements, betterments, and personal property damage.

Section 3. General Insurance Provisions. All insurance affecting the condominium property shall be governed by the following provisions.

- a. Exclusive authority to adjust losses under policies hereafter in force on common area shall be vested in the Association, or insurance agent or any individual agreed upon by the Association.
- b. The Association shall conduct a periodic insurance review at least every year from the date hereof and the insurance program shall be revised accordingly.
- c. Every reasonable effort shall be made to secure insurance policies that will provide the following:
 - (1) A waiver of subrogation by the insurer pertaining to any claims against the Association or any unit owner(s) or occupant;
 - (2) That the master policy cannot be canceled, invalidated or suspended on account of any actions of a unit owner(s), and the conduct of any owner(s) shall not constitute grounds for avoiding liability on any such policy.
 - (3) That the master policy cannot be canceled, invalidated or suspended on account of any officer, servant, agent or employee of the Association without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;
 - (4) That in any "other insurance" clause, the master policy exclude individual unit owners' policies from consideration;
 - (5) A stipulated amount clause or determinable cash adjustment clause or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild;

- (6) The master policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless otherwise agreed by the unit owner(s); and
- (7) UNTIL THE EXPIRATION DATE OF THIRTY (30) DAYS AFTER THE INSURER GIVES NOTICE IN WRITING TO THE MORTGAGEE OF ANY UNIT, THE MORTGAGEE'S INSURANCE COVERAGE WILL NOT BE AFFECTED OR JEOPARDIZED BY ANY ACT OR CONDUCT OF THE OWNER(S) OF A UNIT, THE OTHER UNIT OWNER(S) OR ANY OF THEIR AGENTS, EMPLOYEES OR HOUSEHOLD MEMBERS NOR CANCELED FOR NONPAYMENT OF PREMIUMS.

ARTICLE XIV
Damage or Destruction

Section 1. Adjustment of Loss; Determination of Cost. Immediately after a claim covered by the master policy, the unit owners or their duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance.

Section 2. Responsibility for Restoration. Except as certain parts of a unit may be insured by the Association, each unit owner shall promptly restore his unit after any casualty damage thereto.

Section 3. Requirement of Restoration. In accordance with 33 1603-113(h), unless unit owners vote to terminate the condominium under 33 1602-118, any portion of the condominium for which master casualty insurance is required under this section shall be promptly repaired or replaced by the Association with the insurance proceeds. If the costs of such repairs or replacement is less than the amount of such proceeds, the excess shall be distributed to the unit owners with their percentage interest in the common area.

Section 4. Responsibility of a Unit Owner.

- a. Each unit owner shall repair and restore that portion of his unit that was damaged; provided, however, that the other unit owner(s) shall have the right to do (or have done) certain or all of the repair or restoration work with respect to all or a portion of any damaged or destroyed unit, if the unit owner

fails to commence repair and restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The owner(s) shall be notified in writing by the other owner(s) at least seven (7) days prior to commencement of any repair work within the damaged unit. The owner(s) of the damaged unit shall permit access to his unit for such repair or restoration.

- b. In the event the other owner(s) undertakes repair work on a individual unit, the owner(s) of the damaged unit shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete the repair and restoration.

Section 5. Waiver of Subrogation. Each unit owner and occupant of a unit, as a condition of accepting title and possession, and the Association agrees, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the condominium property (including units and improvements within the units), or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance by any unit owner(s), occupancy or the Association, do hereby waive any rights they may have against any other unit owner(s), or against the employees or agent of any unit owner(s) or the Association or any one of them, with respect to such damage or destruction in excess of the amount of coverage, notwithstanding the cause of such fire or casualty, including negligence. This waiver shall not apply to any willful or grossly negligent conduct.

ARTICLE XV Miscellaneous

Section 1. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

Section 2. Captions. The headings in these Bylaws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents to these Bylaws are for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of these Bylaws. References in these Bylaws to articles, paragraphs and subparagraphs without references to the document in which they are contained are references to these Bylaws. Any exhibits

attached to these Bylaws are for the purposes of identification only and shall not be deemed as part of these Bylaws.

Section 3. Gender, Number, Etc. The use of the singular number of these Bylaws shall be deemed to include the plural, the plural the singular and the use of any one gender shall be deemed applicable to all genders.

Section 4. Severability. The invalidity of any provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 16th day of October, 1998.

Robert Dany
Witness

PHP Properties, Inc.
Arthur B. Corte
Arthur Corte, President

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

OCTOBER 16, 1998

Personally appeared the above-named Arthur Corte, and acknowledged the foregoing Declaration to be his free act & deed in behalf of PHP Properties, Inc.

Before me,
[Signature]
Notary Public CAROL E SALAVA
MY COMMISSION EXPIRES
FEB 14, 2001

RECEIVED YORK S S.
1998 NOV 10 P 12:13

ATTEST: Lois M. [Signature]
REGISTER OF DEEDS

17p → Arthur Corte