

**LAFAYETTE PROFESSIONAL ASSOCIATES
BY-LAWS
BK 46180PG0338**

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AMENDED DECLARATION

of the

**LAFAYETTE PROFESSIONAL ASSOCIATES CONDOMINIUM
ASSOCIATION**

The Unit Owners having voted at a duly called Association meeting to Amend a Declaration filed by the original Declarant and recorded at the Rockingham County Registry of Deeds on August 30, 1983 and recorded beginning at Book 2443, Page 0346, for the Lafayette Professional Park Condominium Association and Book 2458, Page 1176 for the Lafayette Professional Center Condominium Association and hereby amends and replaces those Declarations with the Declaration immediately following and further replacing all subsequent amendments to the listed Declarations and Bylaws related thereto as follows:

**ARTICLE I
DEFINITIONS**

Certain of the terms as used in this Declaration and in the Bylaws, which are annexed hereto as Exhibit C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

1. "Act" means the New Hampshire Condominium Act (Chapter 356-B of the New Hampshire Revised Statutes Annotated) as revised periodically.
2. "Association" or "Association of Owners" or "Lafayette Professional Associates Condominium Association" means the association of the Owners acting as a group in accordance with the Declaration and the Bylaws.
3. "Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws of the Association.
4. "Building" or "Buildings" means those buildings as identified on site and floor plans filed with the Rockingham County Registry of Deeds as D-10122, 11513, 11776, 12091, 13803, 16842, and 17587.
5. "Building Envelope" means the area, if any, as shown on the recorded site plans.
6. "Bylaws" means the instrument annexed hereto as Exhibit C and hereby made a part hereof which provide for the self-government of the Association.

009231

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

7. "Common Area" means all that portion of the Condominium other than the Units and specifically includes the Limited Common Area.
8. "Common Expenses" means all expenses incurred by the Association for the purposes of administration, maintenance, repair and replacement of Common Area and for any other lawful purposes.
9. "Condominium" means the Lafayette Professional Associates Condominium Association, the condominium established by this Declaration.
10. "Declaration" means this instrument and all of its Appendices, except where the context indicates otherwise.
11. "Eligible Mortgage Holders" means those holders of a first mortgage on a Unit who have requested the association to notify them of any proposed action that requires the consent of a specified percentage of mortgage holders.
12. "Limited Common Area" means that portion of the Common Area, if any, which is designated herein as reserved for the use of the Owner or Owners of a certain Unit or Units or Building or Buildings to the exclusion of the owner(s) of other Units.
13. "Limited Common Property" means any and all improvements made on the Limited Common Area assigned to a unit or units.
14. "Owner" or "Unit Owner" means any person or persons or other entity owning a Unit in a fee simple absolute together with an undivided interest in fee simple in the Common Area.
15. "Property" means the land and the buildings and all other improvements heretofore or hereafter constructed thereon and all easements, rights and appurtenances thereto and all articles of personal property intended for common use in connection therewith which have been or are intended to be submitted to the provisions of the Act and which are more particularly described in Exhibit A attached hereto.
16. "Rules" means such rules and regulations as the Board from time to time may adopt relative to the use of the Condominium or of any part thereof, as the same may be amended pursuant to the terms hereof and of the Bylaws.
17. "Lafayette Professional Associates Condominium" (hereinafter referred to as "the Condominium") means the premises described in Exhibit A attached hereto including land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.

18. "Unit" means a part of the Condominium intended for independent ownership, all as more particularly described in Article II, Paragraph 4 hereof.

ARTICLE II STATUTORILY REQUIRED INFORMATION

1. Name. The name of the condominium is the Lafayette Professional Associates Condominium Association.
2. Location. The Condominium is located ~~at~~ on Lafayette Road, City of Portsmouth, County of Rockingham and State of New Hampshire.
3. Legal Description by Metes and Bounds. A legal description of the land submitted to the Act is set forth in Exhibit A to this Declaration and hereby made a part hereof.
4. Description of Units.
 - A. Building. The Condominium includes six (6) buildings containing both residential and professional office units. The buildings are of wood frame construction and are built on cement foundations. The dimensions of the buildings and Units are at the location and with the dimensions shown on the Site Plan and Floor Plans as recorded in the Rockingham County Registry of Deeds as plans D-10122, 11513, 11776, 12091, 13803, 16842, and 1758.
 - B. Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units, except that there shall be no time sharing of any of the Units. No Unit shall be sub-divided. The number of each Unit and a statement of its location, approximate area, number of rooms and immediate Limited Common Area to which it has access and all other data necessary for its proper identification are set forth in the Site Plan and Floor Plans as recorded at the Rockingham County Registry of Deeds. Additionally, the number of each Unit and its Undivided Percentage Interest in the Common Area are as set forth in Exhibit B hereto.
 - C. Boundaries Defining Owner Responsibility. The Unit Owner is responsible for the maintenance and replacement of all items, property, materials, and things that are within the space of a Unit's boundaries. The horizontal boundaries of each Unit are described as:
 - (i) Uppermost Ceiling (Upper Horizontal Boundary): The plane of the underside of the ceiling joists. Any insulation between the roof or ceiling rafters shall be part of the Unit.

(ii) Lowermost Floor (Lower Horizontal Boundary): The plane of the uppermost surface of the sub-flooring or the plane uppermost surface of the concrete for basement units as the case may be.

(iii) Exterior/Perimeter Walls (Vertical Boundary): The inside (interior) plane of the wall studs making up the exterior and/or the perimeter walls. Any insulation between the wall studs/supports shall be part of the Unit.

(iv) Doors: As to all Unit entrance doors, the Unit boundary is the unfinished exterior surface thereof.

(v) Windows: The exterior unfinished surface of the window frames, sashes and all other components of the windows are the responsibility of the Unit owners. All other portions thereof are the responsibility of the Association. Notwithstanding anything herein to the contrary, the window glass is the responsibility of the Unit owners.

D. Additional Unit Owner Maintenance and Replacement Responsibilities. In addition to the Unit Owner's responsibility for maintaining and replacing that portion of the Unit within the above-described boundaries, the Unit Owner is responsible for the following Unit related items regardless of the location of these items:

i. All finished surfaces inside the Unit including, but not limited to, wallboard, plaster, paneling, tiles, ceiling tiles, wallpaper, paint, finished flooring, cabinets, interior walls, interior partitions and any other improvements that may need to be repaired or replaced;

ii. Any and all appliances, plumbing fixtures, electrical systems, heating, air conditioning, cooling, and ventilation systems and all associated wiring and piping servicing the Unit regardless of where located;

iii. All pipes, ducts, flue chutes, conduits, wires and other utility installations up to the first disconnect (e.g. utility shutoff).

E. Right of Ingress and Egress. Each Unit owner has an unrestricted right of ingress and egress to the Unit Owner's Unit. This right is perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

5. Description of Limited Common Area. Each unit is assigned Limited Common Area consisting of the area(s), if any, designated as such for each unit on the Floor and Site plans recorded herewith and as amended from time to time. Each Limited Common

Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit or Units that it serves.

6. Description of Common Areas. The Common Area shall consist of all land and improvements not specifically designated as part of a Unit in paragraph 4 above. The Common Area specifically includes the Limited Common Area as designated in paragraph 5 above. The Common Area includes, but not by way of limitation:

A. The land and the walks, shrubbery and other plantings, parking areas and other land and interests in land included and described in Exhibit A hereto; the water supply, sewage disposal, electrical, telephone, cable and other utility systems serving the Condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including and portions thereof contained within and servicing a single Unit);

B. Pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located;

C. Roofs, foundations, columns and supports of the buildings, the perimeter walls, ceiling and floors bounding each Unit to the unfinished interior surfaces thereof and other walls which are not within a Unit;

D. Any balconies, patios, courtyards, porches or decks and parking spaces appurtenant to the Units and any stairs, stairwells, walks and stairway landings which are not within a Unit and not specifically labeled on the Site and/or Floor Plans as Limited Common Area;

E. Any other amenities constructed or to be constructed on the Land; and

F. All other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use.

7. Allocation of Undivided Interest in Common Area. The allocation to each Unit of its Undivided Percentage of Interest in the Common Areas is set forth in Exhibit B and hereby made a part hereof.

8. Statement of Purposes and Use. The Condominium is intended for residential and professional office use, and the following provisions, together with the provisions of the Bylaws and Rules and Regulations, are in furtherance of this purpose.

A. Residential Use. Each of the residential Units shall be occupied and used only for residential purposes by the Owner and his family, tenants, guests, invitees or licensees of the Owner, except for such limited professional use as the Board of

directors, upon application of the Owner from time-to-time may authorize in its sole discretion, such approval not to be unreasonably withheld.

B. Professional Office. Each of the Office Units shall be occupied and used only for professional office space by the Owner and his family, tenants, guests, invitees or licensees of the Owner and as allowed by the zoning ordinances of the City of Portsmouth.

C. The Common Area and Limited Common Area of the condominium shall not be used in a manner that is inconsistent with the residential character of the building. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area. Nothing shall be stored on the Common Area or Limited Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in or removed from the Common Area or Limited Common Area without the prior written consent of the Board.

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

E. The use of the Common Area shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner(s) of the Unit(s) to which it is appurtenant, to his/her tenants in residence and to his/her guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by this Declaration, the Bylaws and the Rules as adopted and amended from time to time by the Board of Directors.

F. An Owner may use his/her residential Unit for a home-based occupation with the permission of the Board of Directors which permission shall not be unreasonably withheld and which occupation is permitted by the City of Portsmouth. An Owner who intends to use his/her Unit for, in part, a home-based occupation shall notify the Board in writing of such intention. Such notice shall include the expected frequency with which visitors shall arrive on the property, and the duration of time for which said visitors are expected stay on the property. The Board of Directors shall have the sole discretion to approve or disapprove of any such proposed use of the Unit for purposes other than residential living. Further, any language to the contrary notwithstanding, the Owner of such a home-

based occupation shall not do anything related to the business which will cause the insurance on the Lafayette Professional Condominium Association to rise, nor shall the Owner in any way, shape or form alter the physical structure of the Unit or Common Area as a result of any such home-based occupation. Further still, no sign advertising or indicating any home-based occupation shall be permitted anywhere on the property without the written permission of the Board of Directors, which permission shall not be unreasonably withheld. Finally, the Board of Directors shall possess the sole discretion to revoke any permission given to any Owner to operate a home-based occupation granted pursuant to this paragraph.

G. As a general rule, no animals, livestock or poultry shall be kept anywhere within the Condominium. However, dogs, cats or other household pets may be kept in the residential Units, with the prior written consent of the Board, which consent shall not be unreasonably withheld, and which consent may be withdrawn at the Board's discretion whenever an owner violates the Declaration, Bylaws or Rules or the pet becomes a nuisance to the other Owners which determination is left solely to the discretion of the Board of Directors. Owners shall immediately pick up and dispose of their animal's waste. All pets must be registered with the Board of Directors.

H. An owner shall not paint or otherwise decorate or change the appearance of the exterior portion of the Unit without the prior written permission of the Board of Directors.

I. Parking assignments are left to the discretion of the Board of Directors.

J. The Board of Directors is empowered to adopt and amend, from time to time, Rules and Regulations concerning the use of the Condominium and various parts thereof, which Rules and Regulations shall be furnished in writing to all Owners and which shall not be violated. The Rules and Regulations may not conflict with the provisions of the Declaration or Bylaws. However, the Board of Directors is granted the sole discretion to make, amend and enforce any rules and Regulations to address matters that are not mentioned in the Declaration and Bylaws and to interpret provisions of the Declaration and Bylaws.

K. The consents of the Board referred to in this Paragraph 8 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interest of the Condominium.

L. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist;

provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners. If any portion of the Common Area encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (a) settling of a unit, or (b) alteration or repair to any portion of the Common Area made by or with the consent of the Board of Directors, or (c) as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

M. The Declarant reserves the right to change the design and arrangement of, and to alter the boundaries between and location of, the Limited Common Area. Any such change or altering must be reflected in an amendment and site plans approved by the membership pursuant to RSA 356-B:19, II as amended from time to time.

N. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

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

recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and Bylaws, the Rules and Regulations to be adopted by the Board of Directors, and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each owner shall comply therewith, and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages, for injunctive relief, for specific performance or for any other relief to be awarded by a court of law. In the event that the Board of Directors does not vote to take action as described herein, each Unit Owner shall be entitled to bring a private action to recover sums due, for damages, for injunctive relief or for any other relief to be awarded by a court of law. All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorneys' fees, all as more particularly set forth in the Bylaws.

P. Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, the Bylaws and the Condominium Act, each Unit Owner shall have an easement in common with the other Unit Owner for ingress and egress through and use and enjoyment of all Common Areas. Each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of all Common Areas by persons lawfully using or entitled to the same.

Q. Property Subject to Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements and restrictions of record, including, without limitation, those that are set forth and/or referred to in Exhibit A.

R. Reservation of Utility Easements. The Declarant reserves on behalf of itself, its successors and assigns perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including water, sewage disposal, telephone, gas and electrical systems, all for the benefit of the respective Owners of the Condominium, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

9. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire, or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43, III of the Condominium Act, as amended from time to time, be used to repair, replace or restore any Building or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the

Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims. The provisions of Article VII of the Bylaws shall determine the extent to which any part of the Condominium shall be reconstructed or repaired.

10. Specific Performance. Both the Owners Association and any aggrieved Unit Owner shall have the right, as against other Unit Owners who fail to comply with the provisions of the condominium documents, to specifically enforce the terms of the Condominium instruments. Similarly, each Unit Owner shall have the right to bring an action for specific performance against the Owners Association, in the event the Owners Association shall fail to comply with the provisions of the condominium documents. The prevailing party shall be entitled to Attorneys fees and costs associated with such action.

11. Leases. The Owner or Owners of any Unit shall have the right to rent or lease that Unit. Any lease or rental agreement must be in writing and be subject to the requirements of the Condominium Declaration and these Bylaws and to the Rules Regulations of the Condominium Association. No unit may be leased or rented for less than six (6) months. A copy of each such Lease must be forwarded within fourteen (14) days of signing to the Board of Directors.

14. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units will be permitted subject to compliance with the provisions thereof in Section 31 of the Condominium Act, the provisions of this Declaration and the Bylaws and the provisions of any applicable governmental law, ordinance or regulation.

ARTICLE III **AMENDMENTS**

This Declaration of Condominium and Bylaws of the Lafayette Professional Condominium Association may be amended by a vote in accordance with Article II of the Bylaws and by an instrument in writing signed, acknowledged and recorded as provided by New Hampshire RSA 356-B:34, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire subject to the following:

1. Amendments to this Declaration and the Bylaws must be agreed to by the owners of the two-thirds of the voting interests in the Association. Further provisions regarding the Amendment process are detailed in the Bylaws.
2. When Unit Owners are considering termination of the legal status of the Condominium, the eligible mortgage holders representing 100% of the votes of the mortgaged Units must agree.

3. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

ARTICLE IV **INSURANCE**

The Board of Directors shall obtain and maintain at all times FULL REPLACEMENT COST fire and extended coverage insurance of the type and kind and in at least the amounts provided in the Bylaws and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium complexes of similar construction, design and use; such insurance shall at all times be sufficient to finance the reconstruction of all improvements to the Common Area, provided that:

1. All policies shall be written with a company licensed to do business in the State of New Hampshire.
2. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors of the Association, to be held in accordance with Article II, Paragraph 9 herein as a common fund.
3. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.
4. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners for their mortgages.
5. Each Unit Owner shall obtain and maintain, at his/her own expense, his/her own insurance policy on his/her own Unit and Limited Common Property and on his/her personal property contained therein. Any policy obtained may not be written in such a way as to decrease the amount the Board of Directors, on behalf of all of the Owners, may realize under any insurance policy the Board of Directors may have in force on the Common Area at any particular time

NOTICE: UNIT OWNERS ARE URGED TO ASCERTAIN
THAT THEIR INDIVIDUAL INSURANCE COVERAGE
INCLUDES PROVISIONS FOR ALL ADDITIONS AND
ALTERATIONS AND PHYSICAL ASPECTS OF THE UNIT
NOT SPECIFICALLY COVERED BY THE MASTER POLICY
AND TO SEE THAT ALL SUCH UNIT OWNER POLICIES

CONTAIN A "LOSS ASSESSMENT" ENDORSEMENT.

6. The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:
 - A. A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, and Owners and their respective servants, agents and guests;
 - B. The master policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners;
 - C. The master policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors or Manager cure the defect.
 - D. That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.
8. The annual insurance review the Board of Directors is required to conduct as provided in Article VI, Paragraph 2(A) of the Bylaws shall include a review of all coverages included in the Master Policy.
9. The Master Policy shall cover all parts of the Common Area, including structures thereof, under fire and multi-peril policies issued in this State.

ARTICLE V
ASSOCIATION

The operation of the Condominium shall be by an unincorporated or incorporated Association. The Association shall have all of the powers and duties as set forth in the Condominium Act except as limited by this Declaration and the Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and the Bylaws and as they may be amended from time to time.

1. Membership in the Association.
 - A. Qualifications. The members of the Association shall consist of all the record Owners of the Units.
 - B. Change of Membership. Change of membership in the Association shall be established by recording in the Registry of Deeds for Rockingham County, State of New Hampshire, a deed establishing record title to a Unit in the Condominium.

The Buyer shall immediately deliver to the Board of Directors of the Association a photostatic copy of the deed showing the Volume and Page of same. The Board of Directors shall keep such photostatic copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The Unit Owner designated by such instrument shall thereby become a member of the Association. At such time, the membership of the prior Unit Owner shall be thereby terminated.

C. Voting Rights. A member of the Association shall be entitled to cast one (1) vote for each Unit owned. When there is more than one record Owner, any of such persons may attend any meeting of the Association and cast the vote of such Unit, but if more than one (1) such Record Owner shall attend, it shall be necessary for those present to act unanimously in order to cast any vote(s) to which they are entitled.

D. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her Unit.

E. Members may vote at all Association meetings by written proxy as provided by RSA 356-B:39 and as properly delivered to the Board of Directors. Board members may neither vote, nor participate in Board meetings by proxy.

2. Board of Directors. The affairs of the Association shall be conducted by a Board of nine (9) Directors, who shall be designated in the manner provided in the Bylaws.

3. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his/her being or having been a Director or Officer of the Association, or any settlement thereof, whether or not s/he is a Director or officer at such time the expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

4. Limitations upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

5. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Exhibit C.
6. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration and the Bylaws.

ARTICLE VI
RIGHTS OF FIRST MORTGAGEE

1. The Holder, insurer or guarantor of the mortgage on any Unit in the Condominium is entitled, upon written request, to timely written notice of:
 - (a) Any condemnation or casualty loss that effects either a material portion of the Condominium or the Unit securing its mortgage;
 - (b) Any sixty (60) days delinquency in the payment of assessments or other charges owned by the Owner of any Unit on which it holds the mortgage;
 - (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and
 - (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.
2. Any holder, insurer or guarantor of a first mortgage has the right to inspect the Condominium's legal documents during reasonable business hours. Any mortgage holder shall be permitted to have an audited statement prepared at its own expense.
3. Notwithstanding any other provision of this Declaration or its Bylaws, the Association shall, upon the request of any institutional first mortgagee of a Unit, or their assigns, render the following written warranties which shall be binding upon the Association:
 - A. That as far as is known to the Association, the Condominium has been created and exists in full compliance with the applicable laws of the State of New Hampshire and the City of Portsmouth.
 - B. That any such mortgagee or its assigns may take title to a Condominium Unit pursuant to the power of sale contained in its mortgage, or accept a deed or assignment of title in lieu of foreclosure, or sell or lease a Unit so acquired by said mortgagee.

- C. That any said mortgagee acquiring or succeeding to title in any said Unit shall not be liable for unpaid assessments or fees accruing prior to said mortgagee's taking or succeeding to a Unit Owner's title.
- D. That except as provided by RSA 356-B, in the case of condemnation or substantial loss of the Units and/or Common Areas, unless 100% of the first mortgagees or Owners of Units shall have given their prior written approval, the Association shall not by act or omission seek to abandon or terminate the Condominium; nor change the proration of interest or obligations of any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro-rata share of ownership of each Unit in the Common Area; nor partition or subdivide, encumber, sell or transfer the Common Area except for easements for public utilities and public services consistent with the intended use of the Common Area; nor use hazard insurance proceeds for losses to the Condominium for other than repair, replacement or reconstruction of the Condominium.
- E. That all taxes, assessments and charges that are due and payable have been paid and are assessed on individual Units and not on the Common Areas separate from Units.
- F. That no provision of the Condominium instruments gives a Unit Owner or other party priority over a first mortgagee in case of a distribution of insurance proceeds or condemnation awards with regard to any Unit or the Common Area.
- G. That all improvements to the Condominium are included within the Common Area and/or the Units, and the first mortgagee of any Unit has an equivalent undivided interest in such Common Area to the Unit so mortgaged and that all improvements have been installed, completed and in operation, if such be true.
- H. That Condominium assessments include adequate reserves for repair of Common Areas and are payable monthly.
- I. That any management contract or other agreement with the Declarant has a term not exceeding three (3) years and may be terminated by either party without cause or penalty upon ninety (90) days written notice to the other party.
- J. That no default of the Unit Owner's obligations to the Association exists with regard to a Unit, or has arisen within the sixty (60) day period prior to the request for such information, which remains uncured as of the date of certification of such fact by the Association; or if any such default exists, the nature and status thereof.

ARTICLE VII
PARTITION

There shall be no judicial partition of the Condominium or any part thereof, nor shall the Declarant or any other person acquiring any interest in the Condominium or any part thereof seek any judicial partition, unless the property has been removed from the provisions of the Condominium Act as provided in RSA 356-B:34; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit, nor shall it subdivide any Unit.

ARTICLE VIII
INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a Condominium. Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules shall not constitute a waiver of the right to enforce said provision.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and vice versa, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Further, the order of priority between the Declaration, the Bylaws and the Rules, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and the Bylaws preside over conflicting language in the Rules.

ARTICLE IX
SEVERABILITY


The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE X
EFFECTIVE DATE

This Amended Declaration shall take effect upon recording at the Rockingham County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned has placed his hand and seal on the day and year first above written.

Elizabeth A Brunelle
Witness


Dr. H. J. Ludington, President
Lafayette Professional Associates
Condominium Association

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM, ss

On this 8th day of ~~January~~ ^{February} 2006, before me, personally appeared H. J. Ludington, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Elizabeth A Brunelle
Notary Public
Printed Name: Elizabeth A Brunelle
My Commission expires: 4/21/09



EXHIBIT A

A certain parcel of land located on the Westerly side of Lafayette Road in the City of Portsmouth, Rockingham County, New Hampshire, said parcel being more particularly described as follows:

Beginning at a point on the westerly side of Lafayette Road at Lafayette Road at land now or formerly of S.T. Vinciguerra and T.J. McCoomb; thence running North 77° 44' 45" West a distance of 114 feet to a point; thence turning and running South 14° 45' 05" West a distance of 90.04 feet to a point at land now or formerly of Vickery; thence turning and running North 85° 51' 25" West by land of Vickery and land now or formerly of Sanford and Helen Sherman, a distance of 101.65 feet to a point at land of Azio and Geraldine Ferrini; thence running North 83° 36' 20" West by and along said land of Ferrini, a distance of 165.12 feet to a point at land now or formerly of Gary and Patricia Kish; thence running North 86° 15' 00" West by and along said land of Gary and Patricia Kish, land now or formerly of Ruth Shaines, and land now or formerly of Ida and Alex Belostock, a distance of 308.92 feet to a corner at an angle iron at land now or formerly of Priscilla Eames; thence turning and running North 30° 08' 20" West by and along land now or formerly of George and Martha Dodge, a distance of 175.09 feet to a point; thence running by a curve to the right still by land of said Dodge, a distance of 225.42 feet to a point at land now or formerly of Patrick and Elizabeth Pickford; thence running South 11° 20' East, by said land of Pickford, a distance of 68.51 feet to a point; thence turning and running North 83° 33' 45" East, by land of Pickford, the southerly terminus of Sheridan Avenue, so-called, and land now or formerly of Vernard and Karen Gardner and Charles and Pamela Eldredge, a distance of 213.60 feet to a point at land now or formerly of Elizabeth and Kenneth McCourt; thence turning and running South 1° 49' 40" West, by said land of Elizabeth and Kenneth McCourt, a distance of 68.21 feet to a point; thence turning and running South 83° 09' 45" East, by and along said land now or formerly of McCourt, land now or formerly of James and Julia Degange and land of Lafayette Professional Park, a distance of 321.04 feet to a point on the westerly sideline of Lafayette Road, so-called; thence turning and running South 18° 45' 25" West, a distance of 205.49 feet to the point of beginning.

Containing 5.69 acres, more or less.

Being the same premises acquired by deed of Sagamore Enterprises, Inc., dated May 26, 1977 and recorded in the Rockingham County Registry of deeds, Book 2283, Page 277 and the premises conveyed by OB-GYN Professional Association, et al. to Lafayette Professional Center by deed dated May 26, 1977 and recorded in said Registry in Book 2283, Page 274. Also being the same premises conveyed to Lafayette Professional Center by deed of George A. Dodge, II and Martha N. Dodge, dated February 1, 1983 and recorded in said Registry in Book 2433, Page 1973.

Subject to and together with the easements as set forth in Agreement between Lafayette Professional Park, Inc. and Lafayette Professional Center, dated April 28, 1981 and recorded in the Rockingham County Registry of Deeds, Book 2387, Page 1863.

Together with a Sewer Easement, thirty (30') feet in width and two hundred twenty-five (225') feet long, more or less, in favor of Lafayette Professional Center, for their heirs, successors and assigns, for the purposes of construction, maintenance, and repair of a sewer to be constructed by Lafayette Professional Center and subject to the restrictions, limitations and obligations in connection therewith as provided in deed of George A. Dodge, II and Martha N. Dodge, dated February 1, 1983 and recorded in the Rockingham County Registry of Deeds, Book 2433, Page 1973.

Together with an underground telephone, electric and water Easement, as set forth in Easement Grant from George A. Dodge, II and Martha N. Dodge to Lafayette Professional Center, dated May 20, 1983 and recorded in said Registry in Book 2445, Page 1205.

And also containing a certain lot of land situated in Portsmouth, County of Rockingham, State of New Hampshire, with the buildings thereon, bounded and described as follows:

BEGINNING at a point on the westerly sideline of Lafayette Road, so-called, which point is indicated by a railroad spike set in the ground; thence running South 20° 14' 55" West by and along the westerly sideline of said Lafayette Road, a distance of 234.30 feet to a point at land of Lafayette Professional Center, said point being indicated by a stone post; thence running North 83° 09' 45" West by and along said land of Lafayette Professional Center, a distance of 106.08 feet to a set iron rod at land of James and Julia Degange, thence turning and running North 40° 18' 40" East by said land of James and Julia Degange, a distance of 48.39 feet to a set iron rod; thence turning and running North 69° 41' 20" West still by land of said Degange, a distance of 103.35 feet to a point on the easterly sideline of Monroe Street, so-called; thence turning and running North 20° 18' 40" East by the easterly sideline of said Monroe Street, a distance of 83.67 feet to a point; thence running North 21° 04' 40" East still by the easterly sideline of said Monroe Street, a distance of 132 feet, to a set iron rod in the southerly sideline of South Street; thence turning and running South 74° 26' 05" East by the southerly sideline of South Street, a distance of 182.17 feet to a set railroad spike; thence turning and running South 28° 28' 30" East by the intersection of South Street and Lafayette Road, a distance of 30.56 feet to the point of beginning.

Being the same premises conveyed to LAFAYETTE PROFESSIONAL PARK, INC. by deed of WILLIAM C. BRADLEY, et als, dated October 5, 1964 and recorded in the Rockingham County Registry of Deeds in Book 1741, Page 242.

EXCEPTING from the above description a small parcel of land conveyed to the CITY OF PORTSMOUTH by deed of LAFAYETTE PROFESSIONAL PARK, INC. dated April 1, 1977.

EXHIBIT B
PERCENTAGE OF INTEREST IN COMMON AREA PER UNIT

UNIT	BUILDING	AREA (S.F.)	PERCENTAGE OF INTEREST IN COMMON AREA
1	C	787	1.54%
2A	C	787	1.54%
2B	C	767	1.51%
3	C	787	1.54%
4	C	1404	2.74%
5	C	787	1.54%
6	C	784	1.53%
7	D	1124	2.19%
8	D	814	1.58%
9A	D	675	1.32%
9B	D	820	1.60%
10A	D	685	1.34%
10B	D	816	1.59%
11	D	428	.84%
12	D	403	.79%
13	D	810	1.58%
A	A	7998/3080	23.19%
B/A	B	1480	2.89%
B/B	B	1515	2.96%
B2A	B	1090	2.13%
B2B	B	1550	3.03%
B3D	B	770	1.50%
1E1	E	1345	2.63%
1E2	E	1200	2.34%
2E1	E	1345	2.63%
2E2	E	1200	2.34%
1W1	E	998	1.95%
1W2	E	995	1.94%
2W1	E	2025	3.95%
1W1	E	1275	2.49%
1W2	E	1275	2.49%
1W1	E	1275	2.49%
2W1	E	1275	2.49%
B2C	B	405	.79%
B3B	B	770	1.50%
B3C	B	770	1.50%
B3D	B	770	1.50%
266A	CH	545	1.07%
266B	CH	602	1.18%
268A	CH	548	1.06%
268B	CH	602	1.18%
268C	CH	1029	2.01%
Total		51,220 s.f.	100%

EXHIBIT C

AMENDED BYLAWS

of

LAFAYETTE PROFESSIONAL ASSOCIATES CONDOMINIUM
ASSOCIATION
Portsmouth, NH

ARTICLE I
GENERAL

1. Lafayette Professional Associates Condominium. The condominium property is located on Lafayette Road, City of Portsmouth, County of Rockingham, State of New Hampshire, and is further described in the Amended Declaration of Condominium for Lafayette Professional Associates Condominium ("the Declaration") recorded herewith in the Rockingham County Registry of Deeds.
2. Definitions. Capitalized terms not otherwise defined in these Bylaws shall have the meanings specified in the Declaration and in Section 3 of the Condominium Act.
3. The Association. The Lafayette Professional Associates Condominium Association ("the Association") is a condominium association formed for the purpose of maintaining and/or improving the Common Area, governing its use, and in general administering and enforcing the Declaration, these Bylaws, and the Rules promulgated pursuant thereto.
4. Members. An owner of record of a Unit ("Unit Owner" or "Owner") shall automatically become a member of the Association, and the membership of a Unit Owner shall terminate when he ceases to be a Unit Owner, with such membership automatically transferred to such member's successor in interest. All present and future Unit Owners, mortgagees, lessees and occupants of Units, their employees, all associate members and any other person(s) who may use the Common Area in any manner, are subject to these Bylaws, the Declaration, and the Rules and Regulations as passed by the Association's Board of Directors from time-to-time. As referenced therein, the acceptance of a deed, and/or the conveyance, letting, use or occupancy of a Unit, shall constitute an agreement that the Owner, mortgagee, lessee, guest and/or occupant of any Unit shall abide by these Bylaws, the Declaration, and the Rules and Regulations, as any or all may be amended from time-to-time.
5. Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of the Lafayette Professional Associates Condominium Association and are made a part hereof, and all present and future holders of any interest in the Condominium shall be members of the Lafayette Professional Associates Condominium Association which is a "condominium management

association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code as such may be amended or replaced from time to time. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of Association property and other than by a rebate of excess assessments) to the benefit of any Unit Owner.

6. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, present and future tenants, their guests, licensees, servants, agents, employees and any other person(s) who shall use the facilities of the Condominium shall be subject to these Bylaws and to the Rules and Regulations of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations and will comply with them.

7. Office. The offices of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time-to-time by the Board of Directors.

ARTICLE II

UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Lafayette Professional Associates Condominium Association" or the "Unit Owners' Association" or the "Association", which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium and performing all of the acts that may be required for the Condominium and performing all of the acts that may be required to be performed by the Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of the Directors (as more particularly set forth in Article III herein).

2. Voting. Each Unit shall be entitled to one vote on all Association matters. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes pertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the

person presiding over the meeting. Where multiple owners of a Unit cannot agree to cast their Unit vote unanimously (in the case where there are an even number of unit owners present either in person or by valid proxy) or cannot agree to cast their Unit vote in accordance with the agreement of a majority of them (in the case where there are an odd number of unit owners present either in person or by valid proxy), then no vote shall be cast for that Unit. Unless specifically directed otherwise in these Bylaws or the Declaration, the vote either in person or by proxy of more than fifty percent (50%) of the eligible shall be binding upon all Unit Owners. As applied to a person who is not a natural person, the word "person" shall be deemed for the purposes of this section to be the designated representative of any unit owned by a corporation, partnership or other entity.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of meeting.
4. Annual Meeting. The annual meeting of the Association shall be held on a date to be determined by the Board of Directors. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such annual meetings the Board of Directors may transact any business as may properly come before them at such meetings.
5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Clerk by Unit Owners who possess at least a twenty-five percent (25%) interest in the Common Area as detailed by the Common Area percentages contained in Exhibit B to the Declaration. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
6. Notice of Meeting. It shall be the duty of the Clerk to mail, by United States first class mail, postage prepaid, a notice of each annual meeting or special meeting of the Owners, between twenty-one (21) and thirty (30) days in advance of such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner or record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Clerk.
7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of the Condominium Act, and as amended. Proxies may not be used for meetings of the Board of Directors.
9. Quorum. A quorum shall be established only if twenty-five percent (25%) of the Unit Owners appear in person or by proxy at any such Association meeting. If a Unit is owned by more than one person, the appearance by any Owner thereof shall be sufficient to meet the requirement that a Unit Owner from each Unit appear in order for a quorum to exist. If one of the Unit Owners is not entitled to vote pursuant to Paragraph 7 herein, the Unit Owner's presence shall be counted for purposes of establishing a quorum.
10. Order of Business. The order of business at all meetings of the Association shall be as follows, unless otherwise changed by the Board of Directors: (a) roll call, (b) recitation of proof of notice of meeting, (c) acceptance 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, any of which may be waived.
11. Conduct of Meeting. The President, or his designate, shall preside over all meetings of the Association, and the Clerk shall keep the minutes of the meeting and record in a record book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Responsibilities. The affairs and business of the Condominium shall be managed by a nine-person Board of Directors (sometimes herein referred to as the "Board") which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws directed to be exercised and done exclusively by the Association. The Board of Directors may delegate to one of its members or to any Committee the authority to act on behalf of the Board of Directors on all matters that might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform and shall be responsible for the following:
 - A. Preparation and adoption of an annual budget, in connection with which there shall be established the assessment of each Owner for the Common Expenses;
 - B. Making assessments against Owners to defray the Common Expenses for the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the

proceeds thereof in a bank depository and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first (1st) day of each month for said month;

C. Providing for the operation, repair, replacement and maintenance of all of the Common Area, including designating, hiring and dismissing the personnel necessary therefore, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties;

D. Making and amending Rules and Regulations providing detail concerning the operation, use and enjoyment of the Property and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules and Regulations, and bringing any proceedings which may be instituted on behalf of the Owners;

E. Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

F. Opening of bank accounts on behalf of the Association and designating signatories required therefore and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners and their duly authorized agents at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices;

G. Leasing, managing and otherwise dealing with the Common Areas or other properties or facilities for which easements or rights are conveyed to the Association; and

H. Such other things and acts not inconsistent with the Condominium Act and with the Declaration which it may be authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Paragraph 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws. The term of any employment contract

for a manager may not exceed three (3) years and any such employment contract shall provide, *inter alia*, that such agreement may be terminated without cause upon no less than thirty (30) days and no more than ninety (90) days written notice and without payment of a termination fee. Rollover management contracts shall be permissible.

3. Number of Directors. The Board of Directors shall be composed of nine (9) persons. Directors shall consist only of Owners or spouses of Owners, or where a person that is an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Person. Each Unit may have only one member on the Board of Directors.

4. Election and Term of Office. Each member of the Board of Directors shall serve for a three (3) year term. At each Annual Meeting the Association shall vote to fill expired terms on the Board of Directors. Terms on the Board of Directors shall be staggered so that three terms expire each year.

5. Regular Meetings. Regular meetings of the Board of Directors may be held without call or notice at such time and place as shall be determined, from time to time, by both Directors. At least four (4) meetings shall be held during each twelve (12) month period after the annual meeting of the Association.

6. Special Meetings. Any Board member, on five (5) business days' notice to the other Director, may call special meetings of the Board of Directors. Such notice shall be given personally or by mail, electronic mail, telephone or telegraph and such notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice. Before or within ten (10) days after any Special Meeting of the Board of Directors, 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 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.

8. Board of Director's Quorum. At all meetings of the Board of Directors, both Directors need appear in person for a quorum to be established. Board members must be present at Board meetings for business to be conducted. Proxies shall not be valid for Board meetings.

9. Vacancies. Vacancies on the Board of Directors shall be filled by an affirmative vote of the remaining Board members. If the vacancy to be filled has been caused by the removal of a Director as provided for in Paragraph 11 herein, no Owner of that Unit shall be appointed to the Board to fill the vacancy.

10. Removal of Directors. A Director may be removed with or without cause from the Board of Directors, and his successor elected, at any duly called regular or special

meeting of the Board of Directors. Only the Board of Directors may remove another board member.

11. Compensation. No Director shall receive any compensation from the Association for acting as such.
12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Clerk shall keep minutes of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Association.
13. Report of Board of Directors. The Board of Directors shall present at each Annual Meeting, and when called for by vote of the Association at any Special Meeting of the Association, a full and clear statement of the business and condition of the Condominium.
14. Fidelity Bonds. The Board of Directors may require that all Directors, Officers, agents (including the Manager), employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.
15. Dispensing With Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if the members of the Board of Directors shall individually or collectively consent in writing (either electronically or on paper) to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.
16. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake in judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith or actions that are contrary to the provisions of the Declaration or of these Bylaws. The Owners shall indemnify and hold harmless each of the Directors from and against (i) all contract or negligence liability to others arising out of contracts made by and action taken or omitted by the Board of Directors on behalf of the Owners unless any such contract or action shall have been made, taken or omitted in bad faith due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws and (ii) expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such Director(s) in connection with any threatened, pending or completed action, suit or proceeding unless he acted in bad faith or was guilty of willful misconduct or acted 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 or action taken or omitted by them on behalf of the Owners, unless made, taken or omitted in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract, action or

omission 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 Percentage of Interest bears to the Undivided Percentage of Interests 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 Percentage Interest bears to the Undivided Percentage of Interests of all Owners.

17. Voting. Each Board member is entitled to one vote. All votes shall be treated equally regardless of the percentage of unit ownership each Board member possesses. Proxies shall not be valid for meetings of the Board of Directors.

18. Enforcement. The Board of Directors is empowered to pass any Rules and Regulations regarding the enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations, including, but not limited to, setting fine and fee schedules, towing vehicles, and instituting legal actions.

ARTICLE IV OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Clerk and a Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. All officers shall be Unit Owners. The same person may hold the offices of Treasurer and Clerk. Officers shall be Unit Owners or spouses of Unit Owners. No person shall hold all three offices. No Unit shall hold all three offices.

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of each new Board after the Association's Annual Meeting and shall hold office at the pleasure of the Board. The Board at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and accept such office. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by an affirmative vote of the Board of Directors.

4. President. The President shall be the chief executive officer of the Association. He or his designate shall preside at meetings of the Association and, if present, at meetings of the Board of Directors and shall be an *ex officio* member of all committees. He shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have

all of the general powers and duties that are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire. Any of the powers of the President herein may be vested in a management company, although the President shall assume final responsibility for all Association actions. The President may also hold the office of Clerk, but may not simultaneously hold the office of Treasurer.

5. Clerk. The Clerk shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in the Record Book of the Association, and shall perform like duties for committees when required. The Clerk shall keep the Record Book current and in his custody unless such duty has been designated to a managing agent by the Board of Directors. The Clerk shall give, or cause to be given, notice of all meetings of the Association, special meetings of the Board and meetings of the committees and shall perform such other duties as may be prescribed by the Board or President. The Clerk may compile and keep current at the principal office of the Association (i) a complete list of the Owners and their last known post office addresses; (ii) a complete list of names and addresses of Unit mortgagees, together with conformed copies of mortgages; and (iii) copies of the Condominium Instruments. These lists, Condominium Instruments and all other records of the Association shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days, but no more often than once every thirty (30) days. Any of the powers of the Clerk herein may be vested in a management company, although the Clerk shall assume final responsibility for all Association records.
6. Treasurer. The Treasurer shall have the custody of all funds and securities that are now not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data and shall deposit all money and other valuable effects in such depositories as may be designated by the Board. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit and the amounts paid and the amounts due on such assessments by each Owner. The Treasurer shall disburse funds as ordered by the Board, where possible, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association. Owners shall have the right to examine all of the books and records of the Association at reasonable times and places pursuant to Rules and Regulations to be established by the Board of Directors. Any of the powers of the Treasurer herein may be vested in a management company, although the Treasurer shall assume final responsibility for all Association records.
7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations may be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.
- A. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on the next-succeeding December 31. The fiscal year herein established shall be subject to change by the Board of Directors.
- B. Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain and/or repair. Each such budget shall also include such reasonable Reserves as further referenced in Paragraph D herein. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Condominium.
- C. Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Unit as further detailed herein and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. The Board of Directors shall establish an independent budget for each of the six buildings in the Association. This budget shall be limited to the estimated expenses to be incurred by each such building for maintenance in the coming fiscal year. Each Unit Owner of each Building shall be assessed pursuant to a schedule established by the Board of Directors based upon the fiscal year's budget. The Board of Directors shall also adopt a budget each year for the shared expenses of the Association, as determined by the Board of Directors, including but not limited to insurance, landscaping and snow removal. The Board of Directors shall also include in each budget referenced herein a sufficient amount of reserves so as to diligently seek to avoid special assessments. On or before the first day of each month in each fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. The Board of Directors, in its discretion, may change this period to reflect the wishes of the Association to include pre-payment of sums, quarterly payments or other payment periods as the Board of Directors deems appropriate. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an accounting

consisting of an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's votes in the Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, shall be added to reserves, or shall be rolled over into the next fiscal year's operating budget.

D. Reserves. The Board of Directors shall build and maintain both an adequate operating reserve and an adequate capital reserve for contingencies and replacements of the Common Area, which shall be funded by regular monthly payments, as provided hereinabove. At the end of each fiscal year all funds accumulated during such year for reserves for contingencies and replacement of the Common Area shall be placed in a separate bank account, segregated from the general operating funds and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may, at any time, levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on the Owners by a statement in writing giving the amount and reasons therefore and such assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments. The Board of Directors may only so specially assess either for emergency repairs/safety measures for which the capital reserve account has insufficient funds or to provide sufficient funds pursuant to a long-term capital study commissioned by the Board and which the Association follows. ★

E. Unit Ownership Transfer Fee. Upon the transfer or sale of any unit at the Lafayette Professional Associates Condominium, the buyer of said unit shall be assessed a sum \$500.00 as a contribution to that building's capital reserve fund. This assessment is to be collected at closing by the selling or conveying party or his agent and is to be delivered to the Association through its Board of Directors or Management Company within five (5) days of recording of the unit deed. The Lafayette Professional Associates Condominium Association shall not be required to return, rebate or credit this transfer fee to any seller, buyer or owner of a unit in the Lafayette Professional Associates Condominium Association.

F. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his 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 ten (10) days after a statement has been mailed or delivered showing the monthly payment which is due under this new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Paragraph 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit or other acquiring Owner by virtue of any transfer or other conveyance, but said Owner shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; subject, however, to the provisions of Paragraph 3 of this Article V relative to recordable statements of unpaid assessments and Article VI of the Declaration regarding the rights of first mortgagees. Any lien for delinquent common expense assessments that the owners' association has on a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due.
3. Recordable Statement of Unpaid Assessments. Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to make available such a statement within fifteen (15) days from receipt of such request by the Board or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee not exceeding the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such statement.
4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner that remain unpaid for more than thirty (30) days from the due date for payment thereof.
5. Uncollectible Assessments. Any assessments that are not collectible due to waiver or limitation by the provisions of Paragraph 3 above, or due to the provisions of Article VI of the Declaration relative to first mortgagees, may be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.
6. Payment of Real Estate Taxes. The real estate taxes due to the City of Portsmouth for individual Units along with that Unit's Undivided Percentage of Interest in the Common Area, shall be paid by the Unit Owner directly to the City when due. Taxes for each Unit are not divisible between the Unit and the Common Area. This section of

Article V may not be revised or deleted without the approval or waiver of the City of Portsmouth Planning Board.

7. Maintenance and Repair.

A. By the Board of Directors. Except as otherwise provided in Section B below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner) of all of the Common Area, the cost of which shall be charged to all Owners as a Common Expense.

B. By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Directors and except as provided in Article VII hereof relating to repair and reconstruction after fire or other casualty, each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit and any part thereof, including, but not limited to, any interior walls, finished interior surface or perimeter walls, ceiling and floors, window glass, glass vents of his Unit, entrance doors and window frames (to the unfinished exterior surface thereof) and any glass doors connecting his Unit with Limited Common Area reserved for his Unit, kitchen and bathroom fixtures and appliances and those parts of the heating and air conditioning, plumbing and electrical systems which may or may not be wholly contained within his Unit and serve no other. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water and shall make, at his own expense, all repairs thereto beyond normal maintenance caused or necessitated by his negligence, misuse or neglect. Repairs to Limited Common Area, such as painting, which are beyond normal maintenance and which are not caused or necessitated by the negligence, misuse or neglect of any individual Owners, shall be the responsibility of the Board of Directors. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his negligence, misuse or neglect or from his failure to make any of the repairs required to be made by him in this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

C. Maintenance, Repair and Replacement - Quality. All maintenance, repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality. The method of approving payment

vouchers for all repairs and replacement shall be determined by the Board of Directors.

8. Additions, Alterations or Improvements by Board of Directors. The Board of Directors shall have the authority to require additions, alterations or improvements regardless of cost. Notwithstanding the foregoing, if, in the opinion of the Board, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefore in the such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. No addition, alteration or improvement shall be made without appropriate permits and approvals by the City of Portsmouth or any of its governmental subdivisions.
9. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit or Limited Common Area without the prior written consent thereto of the Board of Directors which approval shall not be unreasonably withheld. No Owner shall paint, decorate or otherwise change the external appearance of his Unit or Limited Common Area, including the doors and windows, without the prior written consent thereto of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only without, however, incurring any liability on the part of the Board of Directors to anyone on account of such addition, alteration or improvement. Notwithstanding any other language to the contrary herein, no Unit may be sub-divided. The Clerk shall record any necessary amendment to the Declaration to effect such action as provided in Sections 31 and 32 of the Condominium Act. No addition, alteration or improvement shall be made without appropriate permits and approvals by the City of Portsmouth or any of its governmental subdivisions.
10. Restrictions on Use of Units. To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

A. No decorations, antennas, awnings, screens, sun shades or covers, air conditioning equipment, fans, advertisements, signs or posters of any kind shall be affixed to the exterior of a building or otherwise placed, posted in or on

Property so as to be visible from the outside of a Unit except as authorized by the Board. In the case of television antennas, if a master TV antenna or a community TV system becomes available, any antennas installed by Owners pursuant to the consent of the Board must be removed regardless of whether an Individual Owner makes use of the master antenna or community system.

B. No clothing, laundry, rugs or other objects shall be hung from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view except as authorized by the Board. All refuse and trash shall be placed in locations specifically designated by the Board and no garbage or trash shall be permitted to remain in public view.

C. No animal, other than common household pets, with the consent of the Board, shall be kept or maintained on the Property; nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. The Board of Directors may make further provisions in the Rules and Regulations for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of said pet and any costs incurred by the Association in enforcing the Rules prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. The Board of Directors reserves the right to revoke permission for any pet in its sole discretion.

D. No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is an unreasonable source of annoyance to its residents or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. The Board of Directors shall determine what constitutes a "nuisance", "unreasonable source of annoyance" and/or "unreasonably interferes".

E. No Owner, tenant or guest shall be allowed on the Property nor shall any use or practice be allowed which is an unreasonable source of annoyance to its residence or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others.

F. Nothing shall be done in any Unit or in, on or to the Common Area which may impair the structural integrity of the Property or which would structurally change a building or improvements thereon, except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon written consent of the Board of Directors.

G. Unless authorized by the Board of Directors, no Owner, tenant or guest shall direct or engage any employee of the Condominium on any private business, nor

shall he direct, supervise or in any manner attempt to assert control over any such employee.

H. No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common Area. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

I. No motorbikes, motorcycles, minibikes, no RVS, trailers, snowmobiles, or boats, including kayaks and canoes, shall be operated within the Condominium. Canoes and/or kayaks may be kept on top of a motor vehicle.

J. Owners shall not be entitled to maintain upon the premises more motor vehicles than are permitted by the Zoning Laws of the City of Portsmouth, New Hampshire. Unregistered vehicles of any type are not allowed on the property, and the Board of Directors is herein specifically allowed to tow such vehicles without further notice to the Unit Owner. The Unit Owner(s) shall be responsible for the cost of said towing.

K. Noise. Owners, guests, and lessees will be expected to reduce noise levels after 10:00 p.m. so neighbors are not disturbed. At no time are musical instruments, radios or TV to be so loud as to become a nuisance, the determination of which is left to the sole discretion of the Board of Directors.

L. Maintenance of Limited Common Area. Owners will be responsible for the maintenance of the Limited Common Areas that service only one Unit, and shall keep all Limited Common Areas in a clean and sanitary condition. Repair of the Limited Common Area will be the responsibility of the Unit Owners Association.

M. Littering. Paper, cans, bottles, cigarette butts, food and other trash are to be disposed only in appropriate trash containers and under no circumstance are such items to be dropped or left on the grounds or other Common Area.

N. Trash, Refuse and Garbage. No one shall place trash, garbage or other refuse except in the area(s) designated by the Board of Directors and in containers as approved by the Board of Directors.

O. Outdoor Equipment. Bicycles, sporting goods, cooking equipment, baby carriages, lawn furniture and other personal articles and equipment shall not be left outside a Unit with the exception of barbecue equipment which may be left on

the Limited Common Area designated as such on the Site Plan immediately adjacent to the residential building or in other areas as designated by the Board of Directors.

P. Maintenance of Common Area. Improvements, maintenance and landscaping of the Common Area shall be performed only by the Board, except where written permission of the Board has been obtained by a Unit Owner.

Q. Improper Use of Common Area. There shall be no use of Common Area which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the condominium.

R. Outside Activities. Functions such as parties, graduations, etc., that will utilize the Common Area shall be allowed only with the written permission of the Board of Directors and pursuant to any reasonable restrictions for same (including event insurance) as the Board of Directors may deem appropriate.

S. Speed Limit. The speed limit for all vehicles within the Condominium is 10 MPH.

T. Children and Guests. Owners and lessees shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave.

U. Passkey. The Board may retain a passkey to each Unit. No Owner may alter any lock or install a new lock on any door leading into the Unit of such Owner without the prior consent of the Board. If such consent is given, the Owner shall provide the Board with a key for its use. It is not intended that an Owner's privacy be intruded upon, and such key shall not be used except in a personal or property emergency to gain access for the purpose of maintenance or repair of the unit or of other Common Area, or for such other reason as provided for in the Declaration, Bylaws and Rules.

V. Consent Revocable. Any consent or approval of the Board or its authorized agent given under these Bylaws shall be revocable with or without cause.

W. Complaints. Complaints of violations of these Bylaws must be made to the Board or its authorized agent in writing (i.e. letter/facsimile/email). If the Board feels the complaint is justified, it will take whatever action it deems necessary and appropriate. The Board will notify the complainant in writing as to what action, if any, has been taken.

X. Yard Sales and Other Activities. No yard sales, flea markets, or similar activities shall be conducted in a Unit or on the Common Area without prior

written consent of the Board of Directors. No motor vehicles or any other items may be placed for sale in the Condominium.

Y. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

The restrictions on use of Units in this Paragraph 10 of Article V of the Bylaws shall be classified as Rules and Regulations of the Lafayette Professional Associates Condominium Association, and the Board may revise, amend, add to and otherwise change these Rules in any way at any time as conditions warrant, provided that a written communication is sent to each owner advising him of the change. In revising the Rules and Regulations, the provisions as to amendment of the Bylaws are not applicable.

11. Right of Access. A right of access shall exist to each Unit in favor of the Board of Directors or the Manager, or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in a Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or utility services or other Common Area, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner(s). In case of any emergency, such right of entry shall be immediate regardless of whether the Owner is present.

12. Rules. Rules and Regulations concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall furnish copies of the Rules Regulations to each Owner prior to the time when the same shall become effective.

13. Rent Collection Upon Delinquency in Payment of Assessment.

A. If a Unit Owner fails to pay any assessment within thirty (30) days of the due date, the Association as determined and directed by the Board of Directors, may notify and direct each tenant renting the Unit to pay all or a portion of the rent otherwise due to the Association. The rent or portion of rent collected shall be the amount asserted as due in the notice to the Unit Owner or the total rent, whichever is less. The Association's right to collect any rent otherwise payable by the tenant to such Unit Owner shall continue until the total assessment, plus any charges thereafter becoming due, are satisfied in full. Before taking any action authorized by this paragraph, the Board shall provide written notice of the intent to collect rent to the Unit Owner. The notice shall be sent by certified mail and include the exact amount due and owing from the Unit Owner and indicate the intent of the Association to collect the amount due from rent, along with any other amounts

which become due within the current fiscal year and which remain unpaid. If the Unit Owner's first mortgagee of record has previously requested in writing that the Association notify it of any delinquency, then the Board shall provide a copy of the notice to the first mortgagee.

B. The Unit Owner shall have thirty (30) days from the date of mailing of the notice to pay all amounts due, including collection costs, or to provide proof of the prior payment of the assessment due. The Unit Owner shall not be entitled to withhold payment of assessments due, assert the right to an offset, or make any deduction from the amounts due, without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.

C. Nothing in this Paragraph 13 shall limit the Association's rights to collect the amounts due as authorized in the Declaration, these Bylaws, the Association's Rules and Regulations, the New Hampshire Condominium Act, or according to common law.

ARTICLE VI

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board of Directors, the Manager and agents or employees of the foregoing with respect to the Condominium and all Owners and other persons entitled to occupy any portion of the Condominium (this shall be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage); and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions:

A. Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium, including, without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces, including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings and heating and lighting fixtures, except for improvements made by an individual Owner which are not reported to the insurer, such insurance to be in an amount not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the Owners and their mortgagees as their respective interests may appear.

B. Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Paragraph 1 above against any liability to anyone and with cross liability coverage with respect to liability claims of anyone insured thereunder against others insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit.

C. A master or blanket policy of property insurance covering all the general Common Area and Limited Common Area, including fixtures and building service equipment to the extent that they are part of the Common Area of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Owner's Association. Such coverage shall extend to any fixtures, equipment, or other property within the Units that are financed by a mortgage to be purchased by Federal National Mortgage Association (FNMA). The policy shall be in an amount equal to One Hundred Percent (100%) of the current replacement cost as of the time of the issuance of each such policy. The name of the insured under such policies shall be "Lafayette Professional Associates Condominium Association". The loss shall be payable to the Association as trustee for each Unit Owner and each such Owner's mortgagee, if any. Each Unit Owner and such Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

D. Workmen's compensation insurance as required by law.

E. Such other insurance as the Board may determine.

2. General Insurance Provisions.

A. The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium and shall make any necessary changes in the policies provided for under Paragraph 1 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policies) in order to meet the coverage requirements of said Paragraph 1.

B. The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (i) shall contain waivers of subrogation by agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which

the Association has "no control"; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be cancelled, jeopardized or noticed to all of the insureds thereunder and all mortgagees of Units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

3. Individual Policies.

A. Any Owner and any mortgagee may obtain at his expense additional insurance (including, without limitation, a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Paragraph 1 above). Such insurance should contain the same waiver of subrogation provisions as that set forth in Paragraph 2(B) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 1 above and each Owner hereby assigns to the Board, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

B. It is required that each Owner obtain at his expense, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Homeowner's Policy", or its equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of his Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to his Unit that are not reported to the Board.

C. In addition to the other requirements of law, or requirements imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of such improvements, shall, for insurance purposes, notify the Board of all proposed improvements to his Unit (except personal property other than fixtures) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Paragraph 1 hereof, of any such improvements.

4. Notice to Unit Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein, or in such initial policies or termination thereof shall be promptly furnished to each Unit Owner by the Clerk of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Clerk; or such notice may be hand-delivered or sent via electronic mail by the Clerk or Manager.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Areas. If the damaged improvement is a Common Area, other than a Unit or a portion of a Unit, the damaged property shall be reconstructed or repaired.

B. Units. If the damaged portion of the Condominium is one or more of the buildings containing the Units, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, all of the unit owners and the eligible mortgage holders vote, at a meeting duly called, not to reconstruct the destroyed Unit or Units and decide to terminate the Condominium in accordance with New Hampshire RSA 356-B: 34. In the event of any such termination of the Condominium, the insurance proceeds shall be held as a fund for the benefit of the Owners of Units that are not reconstructed and their mortgagees, as their interest shall appear. Such fund shall be paid to the affected Unit Owners, and/or to their mortgagees, pro-rata based upon the proportion of the percentage of the undivided interest held by each affected Unit, as it bears to the total undivided interest of all affected Units. In the event of any such termination of the Condominium, the Board of Directors shall cause instruments of termination to be drawn for and executed by the Unit Owners, as required by RSA 356-B:34, and shall record the same at the Rockingham County Registry of Deeds. Such termination shall in all other aspects conform to that section or other applicable sections of the Condominium Act, and the profit or loss of the Association shall be determined and assessed to or distributed to the remaining Owners in accordance with New Hampshire RSA 356-B:34.

C. Certificate. Any mortgagee may rely upon a certificate of the Association made by its President and Secretary to determine whether the damaged property is to be reconstructed or repaired.

Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his Unit(s).

2. Procedure for Reconstruction and Repair.

A. If the Board of Directors determines pursuant to the provisions of Article VII, Paragraph 1 hereof that the Common Area shall be reconstructed or repaired, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates.

B. If the proceeds of insurance, paid to the Board as trustee for the Owners and their mortgagees pursuant to Paragraph 1 of Article VI hereof, are not sufficient to defray completion of reconstruction and repair, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, including but not limited to the Association's insurance deductible, assessments in sufficient additional amounts to provide payment of such costs shall be made against the Owners of each building to be repaired in proportion to their ownership interest in that building. Each so assessed Unit owner shall pay the full amount assessed within thirty (30) days of the billing invoice or notice, or upon a later date as determined in the Board's discretion. If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Article XII of these Bylaws.

C. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged property was originally constructed.

D. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. Disbursements of Construction Funds.

A. The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund from which the Board of Directors shall disburse payment of the cost of reconstruction.

B. The construction fund shall be paid by the Board of Directors in appropriate progress payments to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction as are designated by the Board of Directors.

C. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, the Board of Directors shall distribute such balance to the Owners of the affected building(s) in amounts that reflect each Owner's percentage of ownership in each such affected building.

D. When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE VIII SALES, LEASES AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Unit without including therein the Undivided Percentage of Interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect such title or one or more of such interests, without including such title or one or more of such interests, without including all such title or interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the Undivided Percentage of Interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of that interest without the Unit to which appertains shall be void.
2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Unit and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage or deed in lieu of such foreclosure. In the event that the Unit is subject to outstanding assessments previously levied against such Unit and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Paragraph 3 of Article V, the statement shall expressly state any waiver of or failure or refusal to exercise the right of the Association to prevent the disposition of such Unit, in any case where such waiver, failure or refusal may exist.

Failure or refusal to furnish such a statement as provided in said Paragraph 3 shall not only constitute a waiver of such assessment, but will also make the above-mentioned prohibition inapplicable to any such disposition of the Unit.

3. Leasing Restrictions. Any lease or rental agreement must be in writing and be subject to the requirements of the Condominium Declaration and these Bylaws and to the Rules Regulations of the Condominium Association. No unit may be leased or rented for less than six (6) months. A copy of each such Lease must be forwarded within fourteen (14) days of signing to the Board of Directors.

ARTICLE IX AMENDMENT TO BYLAWS

Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended by the procedure set forth in Article III of the Declaration. No such Amendment shall be effective unless and until is filed with the Rockingham County Registry of Deeds.

ARTICLE X MORTGAGEES

The Board will give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.

ARTICLE XI NOTICE

1. Manner of Notice. Except as otherwise provided in the Declaration and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States first class mail, postage pre-paid (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Clerk or (ii) if to the Association, the Board of Directors or the Manager, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the

time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by and shall comply with all of the terms of the Declaration, these Bylaws and the Rules and any amendments of the same. A default by an Owner shall entitle the Association, acting through the Board of Directors or the Manager, to the following relief:

A. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or, if appropriate, by any aggrieved Owner.

B. Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

C. No Waiver of Rights. The Board of Directors shall have the right not to enforce any provision of the Declaration, Bylaws or Rules and Regulations, if it deems such action in the best interests of the Association. The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity.

D. Interest. In the event of a default by an Owner against him which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law or at eighteen percent (18%), whichever is less, *per annum*, from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in an amount not to exceed Fifty Dollars (\$50.00) on any amount so overdue, whichever is greater, if any such properly assessed fees, fines and/or assessments are not received within fifteen (15) days of the date due.

E. Abatement and Enjoinment of Violations by Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any of the provisions of these Bylaws contained herein, or the breach of any provision of the Declaration shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof and the Board of Directors or Manager 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; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

F. Costs and Fees. In any action, the prevailing party shall be entitled to reimbursement of the reasonable costs and reasonable attorneys' fees incurred in the action. Nothing in this Paragraph shall release a delinquent Owner from having to pay all collection costs and fees.

2. Lien for Assessments.

A. The total annual assessment of each Owner for the Common Expenses for any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act (including, without limitation, the priority provisions set forth in Section 46 thereof) which lien shall be effective when perfected in accordance with said Act. Any fines, interest and/or other fees levied by the Board of Directors against a Unit shall also be a lien levied against the Unit of such Owner and shall be treated in the same manner as annual assessments.

B. In any case where an assessment, either special or annual, against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining unpaid installments of such assessment may be accelerated, at the option of the Board of

Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. The Association, in order to perfect such lien shall file, before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable, a memorandum in the Registry in form and manner prescribed in said Act.

C. The lien for assessments shall include interest, late charges, costs and attorneys fees as provided in Paragraph 1 of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors acting on behalf of the Association. During the pendency of such proceedings or suit, the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale to any judgment or order of any court having jurisdiction over such sale.

D. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII **RESALE BY OWNER**

In the event of any resale of a Unit or of any interest therein by any Owner, the prospective Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following appropriate statements pursuant to RSA 356-B:46, VIII and, if applicable, RSA 356-B:47 of the Condominium Act as amended from time to time:

1. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;
2. A statement of the status and amount of any reserve for the major maintenance or replacement fund of any portion of such fund earmarked for any specified project by the Board;
3. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
4. A statement of the status of any pending suits or judgments in which the Association is a party defendant;

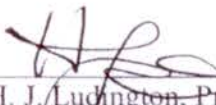
5. A statement setting forth what insurance coverage is provided for all Owners by the Association and what additional insurance coverage would normally be secured by each individual Owner; and
6. A statement that any improvements or alterations made to the Unit, or the Limited Common Area assigned thereto, by the prior Owner, are not known to be in violation of the Condominium instruments.

ARTICLE XIV

COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS


1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.
2. Severability. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. Waiver. No provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of breaches which may occur.
4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

These amended Declaration and Bylaws were executed this 8 day of
~~January~~ 2006 by:
 February


 H. J. Ludington, President
 Lafayette Professional Associates
 Condominium Association

STATE OF NEW HAMPSHIRE
 COUNTY OF ROCKINGHAM, ss

On this 8th day of ~~January~~ ^{February}, 2006, before me, personally appeared H. J. Ludington, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.


 Notary Public / Justice of the Peace
 Printed Name: Elizabeth A. Brunelle
 My Commission expires: 4/21/09

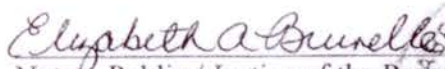


These amended Declaration and Bylaws were executed this 8th day of
~~January~~ 2006 by:
 February, T.P.K.


 Thomas P. Kelleher, Treasurer
 Lafayette Professional Associates
 Condominium Association

STATE OF NEW HAMPSHIRE
 COUNTY OF ROCKINGHAM, ss

On this 8th day of ~~January~~ ^{February}, 2006, before me, personally appeared Thomas P. Kelleher, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

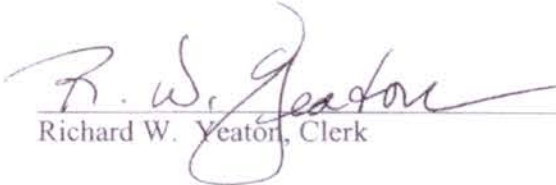

 Notary Public / Justice of the Peace
 Printed Name: Elizabeth A. Brunelle
 My Commission expires: 4/21/09



CERTIFICATION OF THE SECRETARY

I, Richard W. Yeaton, Secretary of the Lafayette Professional Associates Condominium Association do hereby certify that the amended Declaration and Bylaws were approved by an affirmative written vote unit owners holding 2/3rds of the square footage of the Lafayette Professional Associates Condominium Association, at an Association meeting duly called and held on November 1, 2005, and that said vote complied with the requirements of the Condominium Act, RSA 356-B, required for amending the condominium instruments.

Date:


Richard W. Yeaton, Clerk