

Appendix C

CYPRESS COURT CONDOMINIUM

BYLAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1.1 **Introduction.** These Bylaws (Bylaws) are the Bylaws of Cypress Court Condominium Association, Inc. (Association), a New Hampshire not for profit corporation and the initial unit owners' association of Cypress Court Condominium located at 335 Cypress Street, Manchester, New Hampshire (Condominium). The effective date of these Bylaws shall be the date that they are recorded in the Hillsborough County Registry of Deeds. Definitions set forth in the Declaration shall be apply to these Bylaws.

1.2 **Purpose.** The administration of the Association shall be governed by these Bylaws which are annexed to the Declaration of Cypress Court Condominium (Declaration) and are made a part thereof. All Unit Owners (Owners) in the Condominium shall be members of the Association. The Association is a "condominium association" organized and operating to provide for the management, maintenance and care of the Condominium. As specifically provided for in the Declaration, the Association is responsible for establishing the means and methods of collecting the assessments for the maintenance and operation of the Condominium, and for arranging for the management and use of the Common Area and the Units pursuant to the provisions of the Declaration, these Bylaws, and the Rules and Regulations of the Association (Rules).

1.3 **Office.** The office of the Association and of the Association's Board of Directors (Board) shall be located at the Association's management company or at such other place as may be designated from time to time by the Board.

1.4 **Declarant's Control.** The Association shall be initially controlled by the Declarant, with the Declarant having the right to elect the Board and the Association's Officers without any vote of the Association until either two (2) years from the recording date of the Declaration, or when three fourths (3/4) of all the Units are sold, whichever occurs first. Any management contract or agreement entered into by the Declarant on behalf of the Association or the Declarant shall not extend beyond the Declarant's time frame of control as described in this paragraph. During the Declarant's control of the Association, by and through the Declarant's control of the Board of Directors, the Owners may not amend the Bylaws of the Declaration to prevent the Declarant's control of the Association, nor vote the Declarant off the Board. However, the Declarant may unilaterally, and in its sole discretion at any time prior to the expiration of its control as provided herein, release its right of control of the Board and the Association to the Unit Owners by written notice to the Unit Owners.

1.5 **Condemnation.** As more particularly described in Section 11.13 of the Declaration,

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the Association, by and through the Board, shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authorities for the acquisition of the Common Areas or any part thereof, and the Association's Board is hereby appointed Attorney-in-Fact for each Unit Owner for such purposes.

ARTICLE II

UNIT OWNER'S ASSOCIATION

2.1 Membership and Voting. Every Owner of a Unit shall be a member of the Association, and each Unit shall have a vote in the Association equal to its undivided interest in the common area as set forth in Appendix B. The Association shall have two classes of membership with the voting rights as follows:

a. Active Membership. Active membership shall be held by those Owners who are paid up to date in their Unit's assessments, charges, and fees at the time of any meeting or vote of the Association. Active members shall be entitled to one vote for each Unit that they own. When more than one person or entity is an owner of the same Unit, all such persons and/or entities shall be members of the Association and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

b. Inactive Membership. Any Owner not current in the Owner's assessments, charges, or fees will be an inactive member. Inactive members shall not participate in Association business, shall not be entitled to vote and will not be counted for the purposes of a quorum or a vote. However, all inactive members shall be liable for the continued payment of all assessments, charges, and fees during their inactive status.

c. "Majority of the Owners" means the Owners of the Units representing more than fifty percent (50%) of the votes in the Association.

2.2 Meetings of the Association. Meetings of the Association shall be held at such suitable place as may be designated by the Board and stated in the notice of the meeting. The Association shall meet as follows:

a. Annual Meetings. The Association shall meet once per year during the same month each year and at a time, date, and place determined from time to time by the Board. In the event of a significant conflict with this month, and for good cause only, the Board may schedule the annual meeting of the Association during any other time during the next month.

b. Special Meetings. It shall be the duty of the President of the Association 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 Secretary of the Association by Owners having not less than thirty percent (30%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

2.3 Notice of Meeting. It shall be the duty of the Secretary or the Clerk of the Association to mail, by United States first class mail, postage prepaid, a notice of each annual meeting of the Owners at least twenty-one (21) days in advance of each annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, stating the purpose of the meeting as well as the time and place where it is to be held, to each Owner of 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 Association. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. The Secretary or other duly authorized officer of the Association who shall also be a member of the Board, shall prepare an affidavit which shall be accompanied by a list of the addresses of all the Owners currently on file with the Association and shall attest that notice of the Association meeting was mailed to all Owners on the address list by first class mail. A copy of the mailing list and affidavit shall be available at the noticed meeting for inspection by the Owners then in attendance, and shall be retained with the minutes for at least three (3) years from the date of the meeting. No business shall be transacted at a special meeting except as stated in the notice. Any and all types of business may be transacted at any and all regular annual meetings and monthly meetings of the Association.

2.4 Quorum. The presence at the meeting of Owners in person, or by proxies from Owners entitled to cast twenty five (25%) of the total votes of the active membership, shall constitute a quorum to start any special or annual meeting of the Owners. Owners not present who submit a proxy, which is received prior to the start of the meeting, shall be considered to be present for purposes of a quorum.

2.5 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 (RSA 356-B:39), as said Act may be amended from time to time.

2.6 Written Consent of Vote. For Association approvals related to amendments and matters which require greater than fifty percent (50%) of the Owners' approval, the Association, at the discretion of the Board, may obtain the necessary approvals in addition to all Owner approvals obtained at a special or annual meeting, by obtaining written consent within ninety (90) days after any such meeting from all those Owners not in attendance in person or by proxy at the Association meeting. During its period of statutory control of the Association, the Declarant may take action on behalf of the Association by written consent without a meeting of the Association.

2.7 Order of Business and Conduct of Meetings. The order of business at all meetings of the Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers and Board; (e) report of Manager; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (I) new business; any of which may be waived by the President or his/her designate. The President, or his/her designate, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Record Book all resolutions adopted by the meeting, as well as a record of all business transacted. 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

3.1 Powers and Duties. The affairs and business of the Association shall be managed by a Board which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium. The Board may do all such acts and things that are not prohibited by The Condominium Act, by the Declaration, or by these Bylaws directed to be exercised and done by the Association that are in the collective best interest of the Owners. The Board shall have the power from time to time to adopt any Rules deemed necessary for the management, regulation, enforcement, and enjoyment of the Condominium provided that such Rules shall not be in conflict with The Condominium Act, the Declaration or these Bylaws. The Board may delegate to one of its members the authority to act on behalf of the Board on specified and Board pre-approved matters which might arise between meetings of the Board. In addition, the Board shall have the power to carry out and be responsible for the following:

a. Budget Preparation. Preparation of an annual budget, in which there shall be established the assessment of each Owner of the Units for the Common Expense assessments and reserves.

b. Assessment Authority. Making assessment against Unit Owners to defray the Common Expenses of 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 which it shall approve, and issuing the proceeds to carry out the administration of the Association. Unless otherwise determined by the Board, the annual assessments against each Unit Owner (except the Owners of the Non-Residential Units) 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 or before the first day of each month for said month. Decisions regarding replacement, alterations, or improvements to the Condominium, whenever made, shall be at the discretion of the Board of Directors to protect the Common Area or preserve the appearance and/or value of the Condominium. The Board does not have authority to include in any assessments to the Owners any expenditures which are for additions, alterations, or improvements to the Condominium which cost in total over \$1,000.00 (One Thousand Dollars), or for any cost or expense assessed against the Condominium and/or against the Association by third parties which are not approved by a majority of the Owners at a duly called meeting of the Association or for expenses which are not considered maintenance, repair, replacement, or routine operating expenses of the Common Area identified in the Association's budget. To the extent the Association incurs an expenditure liability to a third party or to an Owner(s) greater than its assets (reserve and operational accounts) which is not covered by insurance proceeds, the Association may not assess any such loss to the Owners without a majority vote and approval by the Owners at any duly called meeting of the Association. The omission by the Board of Directors before the expiration of any year to fix the Assessments for that or the next year, shall not be deemed a waiver of modification in any respect of the provisions of the Declaration, or a release of the Owner(s) from the obligation to pay the Assessments, or

BK 7403 PG 2323

any installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

c. Special Assessment to Cure Defaults, Deficiencies and Violations. In the event the Board, after a duly authorized hearing including a written notice sent postage prepaid, return receipt requested, giving at least ten (10) days notice (as evidenced by the return receipt of the Secretary or by in-hand service), determines any Unit Owner or lessee has committed a material breach or violation of these Bylaws, which breach has continued for more than ten (10) days after such notice, the Board may thereafter assess that Unit a Special Assessment for the amount reasonably necessary to cure or correct such violation or breach. Additionally, and not in lieu thereof, the Board may assess the Unit in question a Ten Dollar (\$10.00) per day charge for each day after said ten (10) day "grace" period that such violation or breach continues unabated or incurred, and may, provided only such is undertaken in good faith, proceed upon vote of the Board to continue with the special assessments in order to cure or correct such default using such Special Assessment (and Additional Special Assessments, if necessary) to pay for such cure or correction without liability for such to the defaulting Unit Owner or its Mortgagee.

d. Default in Payment of Assessments. Each monthly Assessment and Special Assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed, at the time the Assessment is made, and shall be enforceable as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any Assessment, whether regular or special, assessed to the Owner of any Unit, plus interest at the rate of one and one-half percent (1½ %) per month, and costs, including reasonable attorneys' fees, shall become a lien upon such unit upon recordation at the Hillsborough County Registry of Deeds of a Notice of Assessment signed under oath by the President of the Association. The said lien for nonpayment of Common Expenses shall have priority over all other items and encumbrances, recorded or unrecorded, except only:

1. Taxes, sewer and water charges, Assessments in lieu of taxes and Special Assessment liens on the Unit in favor of any assessing body and special district; and

2. All sums unpaid on a first mortgage of record of the Unit.

A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Directors and the Unit Owners, as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any Unit Owner or any encumbrancer or prospective purchaser of a Unit upon request, at a reasonable fee, not to exceed Ten Dollars (\$10.00). The validity of any such lien shall be controlled by R.S.A. 356-B:46, VIII as it shall be amended from time to time. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and, upon such payment, such

encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of the Association.

Upon payment of a delinquent Assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of Assessment may be enforced by sale by the Board of Directors or by a mortgage bank, trust company or institutional mortgage lender or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deed of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

e. Rent Collection Upon Default of Payment of Assessments. In the event that a Unit Owner fails to pay the Common Expenses assessed to such Owner by the Board within sixty (60) days of the date that it was due, the Board may, subject to the existing rights of a holder of a first mortgage of record, collect from any tenant renting the unit any rent then or thereafter due to the owner of such unit as provided in R.S.A. 356-B:46-a as the same may be amended from time to time.

f. Operation of the Common Area. Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium and/or any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or preserve the appearance and/or value of the Condominium, and the Owner or Owners have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Condominium, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners. The Board shall employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize from time to time, including, but not limited to, the duties listed in the Declaration, Bylaws, and the Rules. The term of any employment contract shall provide that such agreement may be terminated without cause upon no more than ninety (90) days notice and without payment of penalty, unless otherwise agreed to by a majority of the Owners at a duly held meeting of the Association. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures of obligations shall be executed by any person or persons designated by a resolution of the Board.

g. Rules and Regulations. Making and amending rules respecting the use of the Condominium and enforcing by legal means the provisions of the Declaration, these Bylaws

BK 7403 PG 2325

and such Rules, and bringing any proceeding which may be instituted on behalf of the Association or the Owners.

h. Insurance. Obtaining and carrying out insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or altering of the Condominium, and the restoration of the Condominium, in accordance with other provisions of the Declaration and the Bylaws, after damage or destruction by fire or other casualty.

i. Accounting. Keeping books with detailed accounts of the receipt and expenditures affecting the Association, and the administration of the Association and of the Condominium. The Association's records shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board. All books and records shall be kept in accordance with generally accepted accounting practices, and the same may be audited annually by means of a certified audit to be conducted by an outside Certified Public Accountant employed by the Board who shall not be a resident, Manager, or Owner. The cost of such certified audit shall be a Common Expense.

j. General Authority. To do such other things and acts not inconsistent with The Condominium Act, the Declaration, and these Bylaws which it may be authorized to do by a resolution of the Association and which are in the best interests of the Owners as a whole. The Board has authority, from time to time, and in the Board's discretion, to incorporate the Owners' Association and to file all necessary incorporation documents with the State and local authorities.

k. Easements. To grant easements and rights with respect to utilities to be installed in, upon, under or over the Common Area and Facilities and to enter into such agreements and undertakings as shall be necessary therefor. To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Area and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Board deems necessary or desirable.

3.2 Number of Board Members. The Board shall be composed of one person during the Declarant's period of control of either two (2) years from the recording date of the Declaration, or when three fourths (3/4) of all the Units are sold, whichever comes first. During this period, the Board shall not be required to meet on a monthly or annual basis. However a record shall be kept of all official actions by the Board during this period, and such record shall be the property of the Association. The Board shall be incrementally increased at the expiration of the Declarant's control to five (5) members. Board Members (Directors) shall consist only of Owners, an officer or member of the Declarant (while the Declarant is constructing or owns Units), or an officer of an entity which owns a Unit.

3.3 Election, Term of Office, Vacancies, Resignation and Removal _____. During the Declarant's control, the Declarant will choose the member(s) of the Board. After Declarant's

control, the authority to elect the Board will be given to the members, and the Directors for such Board will be elected by a majority vote of said members. The term of office for each Director will be two (2) years, provided that three (3) of the members of the first Board of Directors elected at the first meeting of members, subsequent to the expiration of the time set forth in Paragraph 1.4, herein shall be nominated for and shall serve for a one (1), two (2), and three (3) year term respectively. All other Directors shall serve for a two (2) year term. The Directors shall hold office until their respective successors have been elected and hold their first meeting. Any member of the Board of Directors may resign at any time by giving written notice to the President and Manager. Any vacancies on the Board caused by any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy; and each person so elected shall be a Director for the remainder of the term of any Director so replaced. A Director may be removed with or without cause, and his successor elected, at any annual, monthly, or special meeting of the Association at which a quorum, which is defined as thirty percent (30%) of the Units is present, by an affirmative vote of a majority (over 50%) of the votes in attendance at the meeting and/or represented by proxy and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting, and an opportunity to be heard at the meeting.

3.4 Compensation. No Director shall receive any compensation from the Association for acting as such, accepting the reimbursement of Board approved expenses incurred by any Director.

3.5 Board Meetings. Meetings of the Board shall be held and conducted in the following manner:

a. Annual Meetings. Annual meetings of the Board shall be held immediately after the annual meeting of the Association. Prior notice of the annual meeting of the Board is not required to be given in writing to the Directors.

b. Monthly Meetings. Monthly meetings of the Board shall be held on the third Monday of each month, at a time determined by the Board. Prior notice of these regular meetings of the Board is not required to be given in writing to the Directors.

c. Special Meetings. Special meetings of the Board may be called by the President with seven (7) days prior written notice to each Board Member. Special meetings may also be called by the President or the Secretary upon a request by two or more Board Members. Such written notice shall be hand delivered, or given by United States or overnight mail, or electronic mail for those members allowing same. The notice shall state the time, place and purpose for such meeting. No business shall be transacted at a special Board meeting except as stated in the notice. Any notice required to be provided for any meeting may be waived by any member of the Board if the Board member consents in writing within ten (10) days of the meeting. Such written consent or consents shall be filed with the minutes of the Board's special meeting.

d. Board Quorum. At all meetings of the Board held after such time as the

BK 7403 PG 2327

Board is no longer controlled by the Declarant, three Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

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

f. Dispensing with Vote. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.6 General Board Responsibilities. The presiding member of the Board shall present at each annual meeting, and when called for by vote of the Association at any other meeting of the Association, a statement of the business and condition of the Association and the Condominium.

3.7 Fidelity Bonds. The Board of Directors shall maintain in force fidelity bonds or insurance in an amount based on the best judgment of the Board, but not less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or management agent, as the case may be, at any given time during the term of each bond, but no less than three (3) months aggregate Assessments on all Units plus reserves, for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a Common Expense. All fidelity bonds shall (i) name CYPRESS COURT CONDOMINIUM ASSOCIATION, INC. as an obligee; (ii) contain waiver by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and (iii) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association, to the Board of Directors acting as Trustees, and to each first mortgagee.

3.8 Liability of the Board. The Directors shall not be liable to the Owners for any mistake of judgment or unintentional negligence except for their own individual willful misconduct or bad faith. The Owners shall and hereby indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful negligence or misconduct, or contrary to the provisions of the Declaration or of these Bylaws. The Directors are not to be personally liable (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful negligence or misconduct, or contrary to such provisions. Every written agreement made by the Board or by the Manager on behalf of the Owners shall, if such agreement allows, provide that the Directors or the Manager, as the case may be, are acting only as agents for the Owners, and the person executing the contract shall have no personal

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liability there under (except as Owners). The Association shall indemnify all Directors from all threatened, pending or completed actions, suits, or other legal proceedings whether or not based in contract, by reason of the fact that the Director is or was a Director, or officer, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Director in connection with such action, suit or proceeding unless the Director acted in bad faith, was guilty of willful negligence or misconduct, or intentionally acted contrary to the provisions of the Declaration or these Bylaws.

3.9 Special Board Approvals Requiring All Members. All of the Board members are required to vote on: i) any proposed annual Budget, or ii) on any addition, alteration, or modification to the Condominium.

ARTICLE IV

OFFICERS

4.1 Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary (who may also be known as the "Clerk"), and a Treasurer, all of whom shall be elected annually by the Board. With the exception of the Secretary, all officers must be members of the Board. During the Declarant's control, all officers may be the same person. After the Declarant's control, the Secretary, Treasurer, and President are required to be different people. The officers of the Association shall be elected initially by the Declarant, and then by the Board immediately following the annual Association meeting and shall hold office for the term described herein and at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a monthly meeting or special meeting called for such purpose. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any monthly meeting of the Board, or at any special meeting of the Board called for such purpose.

4.2 President. The President shall: i) be the chief executive officer; ii) preside at meetings of the Association and at meetings of the Board, iii) be an ex-officio member of all committees, iv) have general and active management of the business of the Association, and shall v) insure that all orders and resolutions of the Board are carried into effect. The President shall have all of the general powers and duties which 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, except where they may be in conflict with any other provision of these Bylaws and the Declaration.

4.3 Vice President. The Vice President shall have all of the powers and duties of the President when the President is unable to fulfill them or be present at a meeting of the Association or the Board.

4.4 Secretary. The Secretary shall attend all meetings of the Board 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 Secretary shall keep the record book

current and shall give, or cause to be given, notice of all meetings of the Association, and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

4.5 Treasurer. The Treasurer shall be responsible for all funds and all reserves held in trust by the Association, and shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. The Treasurer shall disburse funds as ordered by the Board, and 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

4.6 Liability of Officers. The Officers shall not be liable to the Owners for any mistake of judgment or unintentional negligence except for their own individual willful misconduct or bad faith. The Owners shall and hereby indemnify and hold harmless each of the Officers from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful negligence or misconduct, or contrary to the provisions of the Declaration or of these Bylaws. The Officers are not to be personally liable (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful negligence or misconduct, or contrary to such provisions. Every written agreement made by any Officer or by the Manager on behalf of the Owners shall, if such agreement allows, provide that the Officers or the Manager, as the case may be, are acting only as agents for the Owners, and the person executing the contract shall have no personal liability thereunder (except as Owners). The Association shall indemnify all Officers from all threatened, pending or completed actions, suits, or other legal proceedings whether or not based in contract, by reason of the fact that the Officer is or was acting in his/her official capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Officer in connection with such action, suit or proceeding unless the Officer acted in bad faith, was guilty of willful negligence or misconduct, or intentionally acted contrary to the provisions of the Declaration or these Bylaws. The above limitations shall not apply to (1) any breach of the Officer's duty of loyalty to the corporation or its shareholders; (2) acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) any transaction from which the Officer derived an improper personal benefit.

ARTICLE V

COMMON EXPENSES

5.1 Assessments. Within thirty (30) days prior to the annual meeting, the Board of Directors shall estimate the net charges to be paid during the following year (including a reasonable provision for working capital, contingencies and replacements and operation). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the percentage set forth in Exhibit B to the

Declaration, or as otherwise determined by the Board. The Declarant will be liable only for the amount of any Assessment against Units which have been completed and owned by the Declarant. If said estimated sums prove inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may at any time levy a further Assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this Paragraph (5.1) to the Board of Directors in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate.

ARTICLE VI

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

6.1 Amendment. These Bylaws may be amended pursuant to the provisions set forth in the Declaration.

6.2 Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any applicable City, State, or Federal statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances 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.

6.3 Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same.

6.4 Incorporation of the Declaration. All provisions of the Declaration, and as said Declaration may be amended from time to time, are hereby incorporated by reference herein.

The Bylaws of the Association are adopted this 18th day of November, 2004, by:

Declarant:

90 East Broadway, LLC


Shane D. Brady, Member

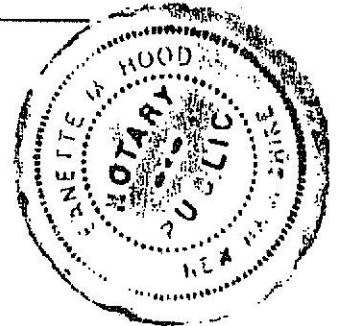

Arthur W. Sullivan Trustee
Arthur W. Sullivan Revocable Trust, Member

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of November, 2004, by Shane D. Brady and Arthur W. Sullivan Trustee of the Arthur W. Sullivan Revocable Trust, the Members of 90 East Broadway, LLC, the Declarant of Cypress Court Condominium.

Jeanette M. Hood
Notary Public/Justice of the Peace
My Commission Ends:

JEANETTE M. HOOD, Notary Public
My Commission Expires October 24, 2006



BK 7403 PG 2332

JOINDER OF MORTGAGE

**CYPRESS COURT CONDOMINIUM
MANCHESTER, NEW HAMPSHIRE**

FOR VALUE RECEIVED, Emile R. Bussiere, Trustee of the Emile R. Bussiere Revocable Trust holder of a mortgage from 90 East Broadway, LLC, dated December 1, 2004, and recorded at the Hillsborough County Registry of Deeds at Book 7371, Page 489, on the premises described in Appendix A to the Declaration of Cypress Court Condominium ("Declaration"), joins herein for the purpose of assenting to recording of the Declaration and the appendices thereto, and to the legal effect and operation thereof, provided that the Units and Common Area appurtenant thereto, shall remain subject to the lien of the aforesaid mortgage pursuant to the terms set forth therein as fully as if said mortgage had originally been of the Units and the appurtenant Common Area.

EXECUTED this 31st day of January, 2005.

EMILE R. BUSSIERE REVOCABLE TRUST

By: Emile R. Bussiere
Emile R. Bussiere, Trustee
Hereunto Duly Authorized

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

On this 31st day of January, 2004, personally appeared the above-named, Emile R. Bussiere, Trustee of the Emile R. Bussiere Revocable Trust, duly authorized Trustee, and acknowledged the foregoing instrument to be his voluntary act and deed, by him represented. Before me,

Donna P. Morse
Justice of the Peace/Notary Public

Donna P. Morse, Notary Public

My Commission Expires: 11/21/06

BK 7403 PG 2333