

AMENDMENT TO BY-LAWS  
OF OAKLANDS CONDOMINIUM ASSOCIATION  
EXETER, NEW HAMPSHIRE

NOW COMES Michael Parziale, President, and Dianne E. Whitmore Treasurer, and Patricia A. Kell Secretary, of Oaklands Condominium Association, and duly certify that upon a meeting of the Association which all members were given notice of, pursuant to the provisions of the Declaration of Condominium with such provisions being recorded at Book 2399, Page 563, and the Condominium By-Laws recorded at Book 2399, Page 611, the Amendment below was voted on and passed unanimously.

ARTICLE VI

Article VI of the Association By-Laws, Section 6, shall be amended to include the following:

I. If a unit owner fails to pay the common expenses assessed to the unit by the unit owners' association within 60 days of the date it was due, the unit owners' association may, as a separate and additional remedy, subject to the existing rights of a holder of a first mortgage of record as provided in this section, collect from any tenant renting the unit any rent then or thereafter due to the owner of such unit. The unit owners' association shall apply such rent collected against the amount owed to it by the unit owner. Prior to taking any action under this paragraph, the unit owners' association shall give to the delinquent unit owner written notice of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the unit owners' association claims is due and owing by the unit owner, and shall indicate the intent of the association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of such notice shall be provided to any first mortgagee of record on such unit who has previously requested in writing that the unit owners' association notify it of any delinquency in the payment of amounts due to it by the owner of such unit.

II. The unit owner shall have 30 days from the date of mailing of such notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No unit owner shall be entitled to withhold payment of assessments due, off-set against the same, or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment is unlawful.

III. If the unit owner fails to timely file a response in compliance with paragraphs I and II, the unit owners' association may notify and direct each tenant renting such unit from such owner to pay all or a portion of the rent otherwise due to such owner to the association, such rent or portion of such rent to be in the amount the association claimed is due on its notice to the unit owner or the full rent, whichever is less. The association shall have a continuing right to collect any rent otherwise payable by the tenant to such unit owner until such amount, plus any charges thereafter becoming due, are satisfied in full. Nothing in this section shall preclude the unit owner from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed. Nothing in this section shall prevent the unit owners' association from bringing an action under this chapter or to otherwise establish the amount owed to it by the unit owner or otherwise to seek and obtain an order requiring the tenant in such unit, or tenants in other units owned by the unit owner in the condominium, to pay to the association rent otherwise due to the unit owner or otherwise limit the unit owner's association's rights at common law.

IV. In no event shall a unit owner take any retaliatory action against any tenant who pays rent, or any portion of rent, to the unit owners' association as provided in this section. Any tenant so paying rent shall not be deemed in default on the rent to the extent of the payment to the

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association. Any waiver of the provisions of this section in any lease or rental agreement shall be void and unenforceable as against public policy.

V. This section shall at all times be enforced in compliance with NH RSA 356-B:46-a as it may be amended.

We hereby certify the above is a true and accurate record of the Amendment as voted on and approved by the Condominium Association and is effective as of 11/14/99.

Date: Dec, 8th 99

Michael Pasiale  
President

✓ James E. White  
Treasurer

✓ Patricia A. Kelly  
Secretary

BK 4186 PG 1688

**AMENDMENTS TO CONDOMINIUM BY-LAWS  
OAKLANDS CONDOMINIUM ASSOCIATION  
EXETER, NH 03833**

NOW COMES Barbara Tresko, President, and Deidre Brothers, Treasurer, of Oaklands Condominium Association, and duly certify that upon a meeting of the Association which all members were give notice of, pursuant to the provisions of the Declaration of Condominium with such provisions being recorded at Book 2399, Page 563, and the Condominium By Laws recorded at Book 2399, Page 611, the Amendments below were voted on and passed by majority.

**Annual Meeting December 6, 2001**

**Article VI No. 1 Common Expenses**

The By Laws shall thereby be amended to remove any language that provides that the Association will maintain a central vacuum system for unit owners, limiting the system instead for common area use. Repairs to the central vacuum system for an individual unit shall be made at owner expense.

**Article III No. 5. Election and Term of Office**

There shall be staggered terms of office of the five (5) Board members to allow for continuity each year.

**Annual Meeting December 14, 2002**

**Article III, No. 5. Election and Term of Office and No. 6. Removal**

No Association member shall serve on the Board of Directors if s/he has delinquent Association fees of greater than 60 days. Active Board members shall place the Association member on inactive status and may replace the post with another Association member or return the original Board member to active status once past due fees have been paid. In the event the member is delinquent a second time during his or her term, the Board shall bar the member from completing the term.

**Article II No. 2 Voting**

An Association member will be prohibited from voting at the Annual Meeting when his or her Association fees are greater than 60 days arrears.

**Article II Add No. 14. Entitled: Absentee Ballot**

An Absentee Ballot has been added to the votes tallied for the Annual Meeting. Absentee ballots shall apply to Association members who live greater than three hours away from Oaklands Condominiums, who will be unavailable due to business travel, or who are unable to attend due to disability or unforeseen emergency. The Association member must be in good standing in regards to Association fees (as stated in 2 above). A written letter must be written to the Board stating the reason for non-attendance to the meeting. The letter must be received by the Board ten (10) days prior to the meeting in order to be considered. The Board, upon majority vote, shall approve or disapprove the request. If approved, the Board will create an Absentee Ballot and send it promptly to the Association member. The said member shall complete the ballot and submit it to the Board a minimum of one (1) day prior to the Annual Meeting in order that the ballot be counted at the Annual Meeting. An Absentee Ballot shall be subject to the following requirements:

- (a) It must be dated.
- (b) The signature of the person completing the Ballot must be acknowledged before a Notary Public or Justice of the Peace.
- (c) It will terminate automatically upon the adjournment of the first meeting held on or after the date of the Ballot.
- (d) It will not be revocable except by actual notice of revocation to the person presiding over the meeting.

**Article VI No. 2. Capital Improvements**

Capital improvements may remove the Tudor Style of design on the buildings.

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REGISTRY OF DEEDS

**AMENDMENTS TO CONDOMINIUM BY-LAWS  
OAKLANDS CONDOMINIUM ASSOCIATION  
EXETER, NH 03833**

**Additions of the following Rules and Regulations**

No bird feeders, birdbaths, or feeding of birds, squirrels, or other wildlife is permitted on Oakland's property.

Owners who authorize and/or repair an area considered that of common property (limited or full) or an area damaged by a common area problem without the consent of the Board, shall not be reimbursed for the said expense. "Repair" shall also include restoration or improvement such as planting of flowers or other landscaping. Owners having a need for repair shall contact the Board in writing and, when appropriate, the responsibility for the repair shall be arranged by the Board and paid from Association funds. A request for work does not guarantee the work will be completed. In the event of an emergency, the owner shall notify the Board immediately. Any unwarranted delay on an owner's part in notifying the Board that damage is occurring may result in the owner sharing a portion of the cost of the repair. Such portion shall be determined by the Board once they have completed by a thorough examination of the facts and consulted with specialty contractors, technicians, and the like.

When, due to the settling of the building, windows need to be replaced, the Association shall only responsible for replacing sliding doors and picture framed windows. Bedroom windows shall be replaced at owner expense and must conform to the basic colors and style of the buildings.

**Special Meeting May 3, 2003**

**Additions of the following Rules and Regulations**

Owners are prohibited from having more than two dogs. Dogs owners must clean up dog mess immediately afterward. Certain breeds of dogs shall be prohibited: rottweilers, shepherds, dobermen, pit bulls, akitas, or any other breed that is typically prone to aggression or excessive barking. Dogs expected to weigh over 80 lbs. when full grown are prohibited.

Owners are prohibited from having more than two cats. Cats are prohibited from being let outside to roam freely at any time.

No large patio grills are permitted on the property at any time unless the Board has approved the temporary common area usage for a special purpose. All requests should be brought to the Board 30 days prior to an event. Grills used on a first level patio shall be portable in nature, taken inside when not in use at the end of the evening, and used in such a manner that smoke does not invade the property of other owners.

Signed and notarized this date by the following Board members:



*Diane Aschoff*

DIANE ASCHOFF, Notary Public  
My Commission Expires April 17, 2007

*Barbara Tresko*

Barbara Tresko, President

*11-3-03*

Date

*Desire Brothers*

Desire Brothers, Treasurer

*11-3-03*

Date

*Diane Aschoff*

DIANE ASCHOFF, Notary Public  
My Commission Expires April 17, 2007

Signed and notarized by the Registry of Deeds by the following:

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**AMENDMENTS TO CONDOMINIUM BY-LAWS  
OAKLANDS CONDOMINIUM ASSOCIATION  
EXETER, NH 03833**

NOW COMES Barbara Tresko, President, and Deldre Brothers, Treasurer, of Oaklands Condominium Association, and duly certify that upon a meeting of the Association which all members were give notice of, pursuant to the provisions of the Declaration of Condominium with such provisions being recorded at Book 2399, Page 563, and the Condominium By Laws recorded at Book 2399, Page 611, the Amendments below were voted on and passed by majority.

**Annual Meeting December 12, 2003**

**Additions to Condominium By-Laws**

**Article II Board of Directors, Powers and Duties:**

(Q) The assessment of fines to owners for non-compliance with any rule and regulation set forth and amended to these By-Laws.

**Article VI Common Expenses, Assessments:**

Association fees are due the 1<sup>st</sup> day of each month. The Board shall impose a late fee if fees are received after the 10<sup>th</sup> of each month.

**Additions of the following Rules and Regulations**

**Owner's Responsibility toward Tenants**

Owners are responsible to communicate and ensure the compliance of unit residents with all Association rules and regulations.

**Window Covering.**

Owners shall display proper window coverage in homes (drapes, vertical or Venetian blinds, and the like). Bed sheets or other similar draped coverings not sold as window coverings are prohibited. The Board shall notify owners of violations and owners shall restore proper coverings to said window(s) within 30 days of notice.

**Window Screens.**

Owners shall maintain all window screens in proper working order and appearance. No screens shall be bent, broken, missing, or unduly filled with holes. The Board shall notify owners of violations and owners shall restore proper window screen coverings to said window(s) within 30 days of notice.

**Window Air Conditioners.**

Window style models of air conditioning are prohibited as replacement or supplemental air coolers.

**Parking.**

A maximum of two (2) parking spaces are permitted for use per unit. Unused spaces are not transferable to other owners or residents. Non-resident owners are prohibited from using parking spaces of their unit(s). Unused spaces will be considered visitor parking. An owner with a visitor parked in the lot in excess of 5 days shall notify the Board prior to the extended need for parking.

All residents' vehicles in parking lots must be properly registered, inspected, and state of NH licensed in compliance with state laws.

All residents are to remove their vehicle(s) from the parking lot when snow plowing commences. If a vehicle owner is not able to move his/her vehicle for any reason, the vehicle owner shall establish in advance of adverse weather a means to remove the vehicle whenever plowing is necessary.

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**AMENDMENTS TO CONDOMINIUM BY-LAWS  
OAKLANDS CONDOMINIUM ASSOCIATION  
EXETER, NH 03833**

Central Air Conditioning Units

The Association will cease to pay for the replacement of central air conditioning units after an original unit has been replaced one time beginning with replacements made in the year 2000. After such replacement, the central air unit, all equipment, conduction lines, pipes, and all maintenance shall become the sole responsibility of the property owner. Each replacement unit shall comply with models that match exactly the BTU and voltage requirements currently established. Owners may replace an original air conditioning unit at their own discretion and cost prior to the Board authorizing the replacement. When this occurs, the owner shall notify the Board in writing prior to the replacement so that appropriate records can be kept. Once the replacement has been completed, the cost of all maintenance, equipment, conduction lines, pipes, etc., shall be assumed by the owner.

Signed and notarized this date by the following Board members:

THOMAS S. LOPORCARO, Notary Public  
My Commission Expires November 7, 2008

Barbara Tresko

Barbara Tresko, President

Deldre Brothers

Deldre Brothers, Treasurer

5-19-04

Date

5-21-04

Date

SAMANTHA  
My Commission Expires

Acknowledged by the Registry of Deeds by the following: