

BY-LAWS  
OF  
NORTH AMHERST FARMS OWNERS' ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is NORTH AMHERST FARMS OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation shall be located in the Town of Amherst, County of Hillsborough, State of New Hampshire, but meeting of members and directors may be held at such places within the State of New Hampshire as may be designated by the Board of Directors.

ARTICLE II

Definitions

2.1. "Association" shall mean and refer to NORTH AMHERST FARMS OWNERS' ASSOCIATION, its successors and assigns.

2.2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, and Easements of North Amherst Farms and as shown on a plan of land entitled, "North Amherst Farms, Amherst, New Hampshire, Scale: 1" = 100', July 31, 1989" by Thomas F. Moran, Inc., Surveyors, and recorded in the Hillsborough County Registry of Deeds as Plan No. 24253 (the "Subdivision Plan").

2.3. "Association Land" shall be land, improvements, and easements devoted to the social welfare, use, and enjoyment of owners of the lots in the North Amherst Farms subdivision and designated in the deed conveying such land or easements to the Association.

2.4. "Lot" or "Lots" shall mean and refer to any Home Lot as defined in the Declaration and being plots of land shown upon the recorded Subdivision Plan of the Properties with the exception of the Association Land and any buildings or improvements constructed thereon.

2.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home Lot which is a part of the Properties.

2.6. "Developer" shall mean and refer to Prescott Investment Corp., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Developer for the purpose of development.

2.7. "Declaration" shall mean and refer to the First Amendment and Restatement of Declaration of Covenants, Restrictions, and Easements applicable to the Properties dated \_\_\_\_\_, recorded in the Hillsborough County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, and any amendments thereto.

2.8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### Meeting of Members

3.1. Annual Meeting. The first annual meeting of the Members shall be held on the first Saturday of February, 1993, and each subsequent regular annual meeting of the Members shall be held on the first Saturday of February of each year thereafter, at the hour of 2:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Membership.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Agreement, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE IV

### Board of Directors: Nomination, Selection and Term of Office

4.1. Number. The affairs of this Association shall be managed by a Board of three (3) directors.

4.2. First Board of Directors. Notwithstanding anything to the contrary in these By-Laws, until such time as thirty (30) or more of the Lots have been conveyed by the Developer, the Developer shall be entitled to elect all of the Directors. Thereafter, so long as the Developer owns one (1) or more Lots, the Developer shall be entitled to elect one (1) Member of the Board. The Developer shall have the option, at any time, to relinquish said right. The initial directors may resign effective as of the next annual meeting and their unexpired terms shall be filled by election at the next following annual meeting.

4.3. Qualification. Subject to the provisions of Section 2 of this Article, the Board shall be elected by the Members. The Board of Directors shall consist only of Members. This provision shall apply other than while the Developer has the right pursuant to Section 2 of this Article to elect all the Directors. A person shall be eligible to succeed himself as Director.

4.4. Election and Term. At the first meeting of the Association after one of the conditions set forth in Section 2 above has been satisfied, or after the Developer has relinquished its rights under said Section 2, the Members shall elect three (3) Members of the Board, one for a term of three (3) years, one for a term of two (2) years, and one for a term of (1) year. If said election occurs at a special meeting rather than at an annual meeting of the Association, then each of said terms shall also include the period between the date of said special meeting and the date of the next annual meeting of the Association. At the expiration of the aforementioned initial terms of office, a successor shall be elected for a term of three (3) years.

4.5. Resignation and Removal; Vacancies. Any Member of the Board may resign at any time by written notice by him or his legal representative to the President. Subject to the provisions of Section 3 of this Article, any Member may be removed for cause from such voting interest at any annual or special meeting, provided that notice of such removal vote shall have been mailed to all Members at least twenty (20) days prior to such meeting. Members of the Board shall serve until their respective successors have been elected, or until death, resignation, or removal; provided, that if any Member ceases to own a Lot, his Membership on the Board shall thereupon terminate. Whenever a vacancy on the Board occurs due to death, resignation, removal, or a Member no longer owning a Lot, or due to any other cause, the remaining Members of the Board shall fill the vacancy until the next annual meeting of the Association, at which time any remaining unexpired term shall be filled by the Members. If all three (3) positions on the Board are vacant at the time, the Members shall fill said vacancies.

4.6. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

4.8. Nomination of Directors. Nominations for directors shall be made at the time of the annual meeting.

4.9. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE V

### Meetings of Directors

5.1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

5.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VI

### Powers and Duties of the Board of Directors

6.1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Association Land and facilities thereon;

(b) suspend the voting rights and right to use of the recreational facilities (if any) of a Member during any period in which such Member shall be in default in the payment of any dues or assessments levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Agreement, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties;

(f) determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in the Declaration;

(g) to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights, and privileges, including those reserved to the Developer in the Declaration; and

(h) to create an Architectural Review Committee.

6.2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Association Land to be maintained; and

(h) cause the boulevard landscape on the road designated as "The Flume" to be maintained.

## ARTICLE VII

### Officers and Their Duties

7.1. Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a Member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

7.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.7. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; shall co-sign all checks and promissory notes; and shall have other powers and duties as are provided in these By-Laws, the Declaration, and as are ordinarily exercised by the presiding officer of an association.

Secretary

(b) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Agreement, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE IX

### Resale of Lots

9.1. In the event of any resale of a lot by any owner of a lot other than Prescott Investment Corp., the prospective purchaser shall have a right to obtain from the Association, prior to the contract date of disposition, the following:

(a) a statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;

(b) a statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors of the Association;

(c) a copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

(d) a statement of the status of any pending suits or judgments in which the Association is a party defendant;

(e) a statement setting forth what insurance coverage is provided for all lot owners by the Association and what additional insurance coverage would normally be secured by each lot owner; and

(f) a statement that any improvements or alterations made to a lot by a prior member are not known to be in violation of any restrictions and covenants imposed upon the subdivision.

9.2. The Secretary or any other officer of the Association shall furnish the statements prescribed in Section 9.1 above upon the written request of any prospective purchaser within ten (10) days of the receipt of such request.

## ARTICLE X

### Corporate Seal

The Association may, at its option, have a seal in circular form having within its circumference the words: NORTH AMHERST FARMS OWNERS' ASSOCIATION.

## ARTICLE XI

### Amendments

11.1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

11.2. In the case of any conflict between the Articles of Agreement and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the NORTH AMHERST FARMS OWNERS' ASSOCIATION, a New Hampshire corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary