

**BY-LAWS
OF
6-10 DEARBORN STREET CONDOMINIUMS**

1. PURPOSE AND DEFINITIONS

Purpose. The administration of 6-10 Dearborn Street Condominiums (the “Condominium”) shall be governed by these By-Laws which are annexed to the Declaration of 6-10 Dearborn Street Condominiums (the “Declaration”) and are made a part thereof.

Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to the Condominium, and to the use and occupancy thereof.

2. MEMBERS AND MEETINGS

A. Members and Voting Rights. Each Unit owner and the Declarant, until such time as all of the Declarant’s development rights have expired or been terminated (each an “Owner” and collectively the “Owners”) shall be a member of 6-10 Dearborn Condominium Owner’s Association. The membership of the Association shall consist of all of the Owners. The Owner of each Unit shall be entitled to one (1) vote. In the event that the Unit Owners are unable to obtain a vote required to approve any matter relating to the administration, operation or maintenance of the Condominium, and such deadlock continues for a period of fifteen (15) days or more after written notice to the other describing the matter in dispute, the following procedures shall apply:

- (i) Good faith meeting. The unit owners shall first meet in good faith within ten (10) days to attempt to resolve the dispute.
- (ii) Mediation. If the dispute is not resolved within ten (10) days after such meeting, either Unit Owner may require the matter to be submitted to non-binding Mediation before a mutually agreed mediator located in Rockingham County. The cost of Mediation shall be shared equally.
- (iii) Tie Breaker determination. If the Mediation does not resolve the dispute, matter shall be submitted to a neutral third party selected by mutual agreement of the Unit Owners to make a final binding decision.

B. Transfer of Membership. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit and shall become effective upon recordation of a deed of conveyance to the said Unit.

C. Annual Meeting. The annual meeting of the members shall be held on the second Monday of March, for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

D. Regular Meetings. Regular meetings of the Unit Owner's Association shall be held in accordance with the provisions of RSA 356-B:37-c at such time and place as shall be determined, from time to time, by a majority of the directors, but at least quarterly meetings shall be held during each twelve month period after the annual meeting of the Unit Owner's Association. Notice of regular meetings of the Unit Owner's Association shall be posted to the community and given to each director, personally or by mail, e-mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as the annual meeting of the Association. Directors may attend and participate at meetings by telephone or e-mail pursuant to RSA 356-B:37-b. Pursuant to RSA 356-B:37-c (II) at least once per quarter the Board shall hold open regular meetings to afford owners an opportunity to comment on any matter affecting the Association. Notice of the meeting and any materials distributed to the Board shall be available to the owner pursuant to RSA 356-B:37 (c) (III) and (IV).

E. Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, these By-Laws, or the Condominium Act, (the "Act"), require the approval of the Owners, or for any other reasonable purposes. Special meetings shall be called by the President upon at least three (3) days written notice prior to the date of the meeting.

F. Contents of Notice. Pursuant to RSA 356-B:37 (I) and 356-B:37-a, it shall be the duty of the clerk or treasurer to send to all owners of record, at least twenty-one (21) days in advance of any meeting notice of any meeting. Said Notice shall state the time, place and purpose of the meeting and shall be sent to the Unit owners at the addresses on file with the Association. The clerk or treasurer shall attest that the notice was sent to the list of owners attached to the affidavit at the addresses on file with the association in the manner conforming with RSA 356-B:37-a. Any such notice shall be deemed waived by any Owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.

G. Quorum. The presence in person or by proxy at the commencement of any meeting of the Association of Unit Owners of two thirds of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include Units, the title of which is held by the Association. Pursuant to RSA 356-B: 38 (III) if a quorum is not met for an annual meeting, the board shall reschedule the meeting within sixty days and provide proper notice and proxies.

H. (1). Number of Directors and Initial Selection of Board. The Unit Owner's Association shall be composed of two (2) persons. Until the election of the Unit Owner's Association takes place at the first annual meeting of the Unit Owner's Association, the Unit Owner's Association shall consist of such persons as shall have been designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated

by it, and to select and designated their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such person.

(2). Election and Term of Office. The initial Unit Owner's Association shall be elected to terms of one year and two years. Thereafter, each Director shall serve a two (2) year term, and one Director shall be elected at every annual meeting.

I. Voting and Minutes. At any meeting of the Association, the Owners shall be entitled to cast their votes for each condominium Unit owned as provided in the Declaration. The majority vote of all Unit Owners shall be required to adopt decisions at any meeting of the Association. Any Owner may attend and vote at such meeting in person or by proxy. The provisions of the Condominium Act shall govern all votes (including proxy votes and the votes of Units owned by more than one person) at meetings of the Association. Pursuant to RSA 356-B: 37 (VI) the Unit Owner's Association shall make copies of the minutes of all meetings available to the Unit owners within 60 days of the date of the meeting or 15 days of the date the minutes are approved by the Board whichever occurs first. The association may opt to provide the minutes electronically or post them on the association website in which case the owners shall be informed of the web address.

J. Budget Ratification. Pursuant to RSA 356-B:40-c (I) the Unit Owner's Association shall annually adopt a budget for the Unit Owner's Association for consideration by the Unit owners at a meeting. The Unit Owner's Association shall, within 30 days of adoption of the proposed budget, provide the owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded. The Unit Owner's Association shall set a date not less than 10 days or more than 60 days after providing the budget summary to consider the ratification of the budget. Unless at that meeting, a majority of all Unit owners reject the budget the budget is ratified whether or not a quorum is present. If no budget is proposed or the proposed budget is rejected, the last budget ratified by the owners shall be in effect until a new budget is ratified by the owners. Pursuant to RSA 356-B:40-c (II) the Unit Owner's Association at any time may propose a special assessment which shall be ratified by the owners. The assessment shall be in accordance with the provisions of RSA 356-B:40-c (III).

3. POWERS

Powers and Duties. The Association shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, RSA 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Association will have all of the powers and duties necessary for the administration of the affairs of the condominium. Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;

C. To make or cause to be made additional improvements on and as part of the common areas (subject to Article VII, Section 2 below);

D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;

E. To grant easements through the common areas and to accept easements benefitting the condominium or any portion thereof;

F. The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to RSA Section 356-B:46, as amended from time to time, or any successor statute;

G. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas or any portion thereof;

H. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;

I. Obtaining and administering insurance for the condominium as set forth in the Declaration;

J. Repairing, restoring or replacing common areas after damage or destruction, or as a result of eminent domain proceedings, as provided in the By-Laws;

K. Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws;

L. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;

M. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

N. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

4. OFFICERS

A. Officers. The officers of the Association shall be a president, a treasurer, all of whom shall be appointed by the Unit Owners. Such other officers and assistant officers as may be deemed necessary may be appointed by the Association. Any two or more offices may be held by the same person. Pursuant to RSA 356-B:35 (II), the Unit Owner's Association/officers shall have a fiduciary relationship to members of the Unit Owner's Association.

B. Appointment and Term of Office. The officers of the Association shall be appointed at the annual meeting. If the appointment of officers shall not be made at such meeting, such appointment shall be made as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. Removal. Any officer or agent may be removed by the Association whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not in and of itself create contract rights. Removal of officers or directors shall be by a vote held in accordance with RSA 356-B: 40-b.

D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Association for the unexpired portion of the term.

E. President. The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the Unit owners at meetings of the Association. He may sign with the treasurer or with any other proper officer of the Association, deeds, mortgages, bonds, contracts, or other instruments which the Association has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Association or by these bylaws to some other officer or agent of the Association, or which is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Association from time to time.

F. The Treasurer. The treasurer if any is appointed and, if none, then the president shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as may be authorized by the Association; (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Association. These duties shall also include keeping minutes of the annual meetings and providing such notices as required by law.

G. Execution of Instruments. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided authority by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President and by the Treasurer.

5. INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant shall exercise all powers and responsibilities assigned by these By-Laws, the Declaration and by the New Hampshire Condominium Act to the Association of Unit Owners, and the Officers until such time as it turns over said powers and responsibilities to the Unit Owners. Said transfer of said powers and responsibilities shall in no event occur later than the first to occur of (1) the time at which the Declarants have completed the passing of title to third party purchasers of Units to which are assigned a total of 100% of the undivided interest in the common areas, or (2) the expiration of two (2) years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, or the Unit Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of Unit Owners of a majority of the Units in the Association of Unit Owners.

6. COMMON EXPENSES

A. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the condominium, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner) assessments, insurance, liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the common areas, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association.

B. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, any such new or replacement construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

C. Reserves. The Association shall assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a

responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

D. Expenses for Limited Common Areas. Common expenses relating to the limited common areas shall be charged in accordance with the provisions of the Declaration.

i. Maintenance and Repair. The Unit Owner's Association 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 expenses shall be charged to such Owner) of all Limited Common Area, whether located inside or outside of the Units, the costs of which shall be charged to all Owners as a Common Expense except the cost of repairing and replacing Limited Common Area shall be assessed to the Units assigned such Limited Common Area.

E. Books. The Association will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. The Association will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

F. Enforcement. The Association of Unit Owners shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, which may be applicable to said Unit, in accordance with the provisions of the New Hampshire Condominium Act. Reference is made to RSA Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

G. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Unit Owner's Association, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate of eighteen percent (18%) per annum, whichever is greater, against the Unit Owner owing the same in the manner set forth in RSA 356-B:46. Each delinquent Unit Owner shall be responsible for

attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

H. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a quarterly basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

I. Expense to Unit Owner. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Association in repairing same.

8. GENERAL PROVISIONS

A. Violations. In the event of a violation other than non-payment violation of the Declaration, these By-Laws, or the applicable portions of the Act, the Association, by direction of its Unit Owner's Association, may notify the Unit owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Unit Owner's Association, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit owners; (b) an action in equity to enforce performance on the part of the Unit owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a Unit owner, sent to the Unit Owner's Association, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Unit Owner's Association to be a hazard to public health may be corrected immediately as an emergency matter. The Association shall be entitled to collect all legal fees incurred as a result of any such action or any action instituted for collection of any unpaid assessments.

B. Waiver. The failure of the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

C. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Owner, addressed to the

Owner's address appearing on the records of the Association. Any notice given or mailed to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner. 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 termination thereof shall be promptly furnished to each Unit Owner by the Treasurer of the Association. Pursuant to the provisions of RSA 356-B:43 (II) all notices shall be sent in accordance with the provisions of the last sentence of RSA 356-B:37-a.

D. Amendment. Except as otherwise provided in the Condominium Act and this Declaration and Bylaws, this Declaration and Bylaws may only be amended by agreement of at least a majority of the Owners, provided, however, that (i) any such amendment shall be executed by such majority of the Owners or by the President and Treasurer of the Association accompanied by a certification of vote of the Treasurer; (ii) evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34 IV, of the Condominium Act; (iii) no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition or use of such Units; (iv) no such amendment shall be contrary to the provisions of the Condominium Act. Any approval of amendments by Mortgagees shall be subject to the provisions of and limitations of RSA 356-B.

E. Resale by Purchaser. In the event of any resale of a Unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

i. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years;

ii. 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 Association;

iii. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;

iv. A statement of the status of any pending suits or judgments in which the Association is a defendant;

v. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;

vi. A statement that any improvements or alterations made to the Unit or the limited common area assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

F. Notices to or from Mortgagees

i. Notice to Board. A Unit Owner who mortgages his condominium Unit shall notify the Board of the name and address of his mortgagee and the principal amount of such mortgage. The Board shall maintain suitable records pertaining to such mortgages.

ii. Reporting. The Board, whenever so requested in writing by a mortgagee of a condominium Unit, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the Owner of the mortgaged condominium Unit. The Board shall be entitled to require a fee of Ten Dollars (\$10.00) for each report provided a mortgagee.

iii. Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Condominium Instruments and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws 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.

Dated this ____ day of _____, 2026.

6-10 Dearborn Street, LLC
By its Member
Longsands Construction, LLC

Witness

By:

Scott J. O'Neill, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

This instrument was acknowledged before me on _____, 2026, by Scott J. O'Neill, duly authorized Manager of 6-10 Dearborn Street, LLC, a New Hampshire limited liability company.

Notary Public
Printed Name: _____
My Commission Expires: _____