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E # 20015475 10/28/2020 02:21 PM  
Book 4569 Page 308 Page 1 of 8  
Register of Deeds, Grafton County



**SECOND AMENDMENT TO THE BYLAWS OF  
NOTCH VIEW CONDOMINIUM  
Lincoln, New Hampshire**

WHEREAS, the Declarant, Notch View Condominium, located in Lincoln, New Hampshire subject to its Declaration, Bylaws and Rules and Restrictions to support a condominium association known as Notch View Condominium Unit Owners' Association pursuant to the Declaration thereof and recorded in the Grafton County Registry of Deeds at Book 1599, Page 549, dated May 29, 1986;

WHEREAS, the Declarant and Notch View Condominium Unit Owners' Association have amended the Bylaws on one prior occasion, specifically: Amendment of By-Laws of Notch View Condominium at the Grafton County Registry of Deeds at Book 3679, Page 946.

WHEREAS, pursuant to Article IX [Amendment to By-Laws], Section 1 [Amendments] of the Bylaws, the membership of Notch View Condominium Unit Owners' Association voted by two-thirds (2/3) or more of the total votes of all members of the Association to revise the following Bylaw provisions to comply with the updated Condominium Act;

NOW, THEREFORE, pursuant to the vote of the Members of Notch View Condominium Association, the Bylaws are amended as follows:

1. Article II [Unit Owners' Association], Section 5 [Special Meetings] shall be amended to remove the current requirement regarding the duty of the President to call a special meeting to comply with changes to the Condominium Act. Section 5 is hereby deleted and replaced with the following:

The President, a majority of the Board or Unit Owners' holding at least 33% of the voting interest may call a special meeting of the Unit Owners' Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2. Article II [Unit Owners' Association], Section 6 [Notice of Meeting] shall be amended to allow the Managing Agent to be able to deliver notice of an annual or special

meeting to the Association in addition to the Secretary as well as to allow additional methods of delivery. Section 6 is hereby deleted and replaced with the following:

It shall be the duty of the Secretary to instruct the Managing Agent to mail, by United States mail or electronic mail, a notice of each annual meeting of the Unit Owners', at least twenty-one (21) days in advance of such meeting, and a notice of any other meeting of the Unit Owners', at least seven (7) days in advance of such meeting unless the meeting is called for an "emergency," stating the purpose thereof 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 and at such other address as each Owner may have designated by notice in writing to the Secretary or Managing Agent. A Unit Owners' may designate the manner of notice they would prefer. If a Unit Owner does not designate an address, notice must be either hand-delivered, sent by United States mail postage paid or by any commercially reasonable delivery service, to the mailing address on record of each unit. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

3. To add to Article II [Unit Owners' Association] a new section following Section 11, Section 12 [Voting Without a Meeting] as follows:

The Association may conduct a written vote without a meeting. Notice shall be provided in accordance with Article II Section 6 and the ballot (paper or electronic) shall set forth the proposed action and provide an opportunity to vote for or against the action, shall indicate the number of responses needed to meet the quorum requirement, shall state the percentage of votes necessary to approve each matter other than election of Directors, and shall specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date shall not be fewer than ten (10) days from the date of delivery of the ballot. Approval by ballot is only valid if the number of votes cast exceeds the quorum required at a meeting.

4. To add to Article II [Unit Owners' Association] a new section following Section 12, Section 13 [Meetings by Telephone, Video or Other Conferencing Process] as follows:

The Association, committees thereof, and the Board of Directors may meet by telephonic, video, or other conferencing process, provided that the requirements of RSA 356-B:37-c are also met.

5. To add to Article II [Unit Owners' Association] a new section following Section 13, Section 14 [Executive Session] as follows:

The Board of Directors and Association committees may hold an executive session only during a regular or special meeting of the Board or committee. No vote or action may be taken during an executive session. The purposes acceptable for holding an executive session are: (1) consultation with the Association's attorney; (2) discussing existing or potential litigation, mediation, arbitration or administrative proceedings; (3) discussing personnel or labor matters; or (4) discussing contracts, leases or other commercial

transactions to be purchased where the Association would be at a disadvantage if the matter were discussed publicly.

6. Article III [Board of Directors], Section 1 [Powers and Duties] shall be amended to remove the requirement under Paragraph (g) to perform an accounting every two (2) years and add the requirement to perform an accounting every five (5) years or when the Board of Directors deems necessary. Paragraph (g) of Section 1 is hereby deleted and replaced with the following:

All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be inspected for the year 2019 and then every five (5) years or when the Board of Directors deems necessary, thereafter by an independent accounting service employed by the Board of Directors, which shall not be a resident of the Condominium, or an Owner therein. Such accounting service will perform the agreed-upon procedures selected by the Board, including an inspection report. The cost of such inspection shall be a Common Expense. For the year 2020 and every five (5) years thereafter, an internal review will be done by the Treasurer, at least one Board member, and at least one other Unit Owner, who shall review all entries made in the books of the Condominium during said one year period and generate an inspection report. A copy of the annual inspection report shall be sent to all Unit Owners.

7. Article III [Board of Directors], Section 2 [Managing Agent] shall be amended to add additional authority to the Managing Agent. Section 2 is hereby deleted and replaced with the following:

The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these By-Laws; provided that any action by the Manager with respect to the powers set forth in Paragraphs (a), (b) and (f) of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed five (5) years, and any such employment contract shall provide that such agreement may be terminated for cause upon no more than thirty (30) days written notice.

8. Article III [Board of Directors], Section 6 [Regular Meetings] shall be amended to remove the requirement of two (2) Board of Directors meetings during a twelve-month period and to add the Condominium Act requirement of a Board of Directors meeting once a quarter, four (4) meetings, in a twelve-month period. Section 6 is hereby deleted and replaced with the following:

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. There shall

be at least one meeting per quarter, four (4) meetings annually, during each twelve-month period after the annual meeting of the Unit Owners' Association, and such meetings must be open to the membership where the members are afforded an opportunity to speak. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or electronic email, at least ten (10) 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, the annual meeting of the Association.

The Board may, at its discretion, hold a meeting that is not open to Unit Owners' but the meeting must be recorded, and the recording must be available to the Unit Owners' for up to thirty (30) days upon request. Unless the closed Board meetings are set out in a schedule given to Owners in advanced, notice must be provided at least ten (10) days before the meeting. The notice should include the time, date, place, agenda, and any provided materials that are distributed to the Board in advance of the meeting.

9. Article III [Board of Directors], Section 14 [Report of Board of Directors] shall be amended to add the allowance of the Board of Directors to delegate the task of generating the Report to the Manager, Section 14 is hereby deleted and replaced with the following:

The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Unit Owners' Association, a full and clear statement of the business and condition of the Condominium. The Board of Directors may delegate the task of generating the Report to the Manager.

10. Article V [Operation of the Property], Section 1 [Determination of Common Expenses and Assessments Against Owners] shall be amended to add Paragraph (g) regarding special assessments after Paragraph (f) as follows:

The Board of Directors, at any time, may propose a special assessment to address expenses that cannot be paid from the annual assessment for common expenses. The Board shall, at least annually, adopt a budget for consideration by the owners, no more than thirty (30) days after adoption of the proposal, the Board shall provide a summary to all owners, including reserves and a statement of how reserves are calculated and funded. Simultaneously, the Board must set a date for a meeting for the association to consider the budget no more than ten (10) days and not less than sixty (60) days after providing the summary. Unless 2/3 of the owners reject the budget, the budget is ratified regardless of the presence of a quorum. If the budget is rejected, the last budget approved by the owners continues until a new budget is ratified.

11. Article V [Operation of the Property], Section 3 [Collection of Assessments] shall be amended to add language allowing the Association to collect a Unit Owners' unpaid

assessment fees from any tenant renting the unit. Section 3 is amended to add after the existing language the following:

The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof. If a Unit Owner fails to pay the common expenses assessed to the unit by the Association, the Association may, as a separate and additional remedy, subject 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 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 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 Association claims is due and owing by the Unit Owner, and shall indicate the Association's intent 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 Association notify it of any delinquency in the payment of amounts due to it by the owner of such unit.

The Unit Owner shall have thirty (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 was unlawful.

If the Unit Owner fails to timely file a response in compliance with the above, the 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. This shall not preclude the Unit Owner from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed. Nothing shall prevent the Association from bringing an action under RSA 356-B:46-a 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 Association's rights at common law.

In no event shall a Unit Owner take any retaliatory action against any tenant who pays rent, or any portion of rent, to the Association as provided under this

Section. Any tenant so paying rent shall not be deemed in default on the rent to the extent of the payment to the Association. Any waiver of the provisions of this Section in any lease or rental agreement shall be void and unenforceable against public policy.

12. Article V [Operation of the Property], Section 5 [Additions, Alterations or Improvements by Board of Directors] shall be amended to remove Five Thousand Dollars (\$5,000.00) and add Ten Thousand Dollars (\$10,000.00) per year in additions, alterations or improvement costs. Section 5 is deleted and replace with the following:

Whenever, in the judgment of the Board of Directors, the Common Area shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Ten Thousand Dollars or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 75% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

13. Article V [Operation of the Property], Section 9 [Rules] shall be amended to add reference to the Notch View Condominium Rules and Regulations. Section 9 is hereby deleted and replaced with the following:

Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these By-Laws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective. Please refer to Notch View Rules and Regulations.

14. In all other respects this Declaration remains in full force and effect.

This Amendment shall become effective immediately upon its recordation together with the incorporated Certificate of Vote, at the Grafton County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 1<sup>st</sup> day of September, 2020.

NOTCH VIEW CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: [Signature]  
Notch View, Tom Calvanese, President

By: [Signature]  
Scott Benford, Treasurer

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton, SS.

September 4, 2020

Personally appeared the above-named Tom Calvanese, and acknowledged the foregoing instrument to be his free act and deed on behalf of Notch View Condominium Unit Owners' Association.

Before me,

[Signature]  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

CHERYL ANN MITCHELL, Notary Public  
My Commission Expires August 22, 2023

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton, SS.

September 4, 2020

Personally appeared the above-named Scott Benford and acknowledged the foregoing instrument to be his free act and deed on behalf of High Country Homeowners' Association.

Before me,

[Signature]  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

CHERYL ANN MITCHELL, Notary Public  
My Commission Expires August 22, 2023

CERTIFICATE OF VOTE

As Secretary of the Notch View Condominium Unit Owners' Association, I certify that the Second Amendment of the Bylaws was approved by more than two-thirds (2/3) of the total voting power of all owners in accordance with the Declaration of Notch View Condominium.

Date: 9/4/2020

By: [Signature]  
Notch View, Secretary  
Robert Walthers

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton, SS.

September 4, 2020

Personally appeared the above-named Robert Walthers, and acknowledged the foregoing instrument to be his free act and deed on behalf of Notch View Condominium Unit Owners' Association.

Before me,

[Signature]  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

**CHERYL ANN MITCHELL, Notary Public**  
**My Commission Expires August 22, 2023**