BY-LAWS AND RESIDENCY REGULATIONS OF CAPITOL PLACE CONDOMINIUMS

BY-LAWS OF CAPITOL PLACE CONDOMINIUMS OWNERS ASSOCIATION

ARTICLE 1, PURPOSE AND DEFINITIONS

1-100. Purpose. The Administration of Capitol Place Condominiums (the "Condominium") shall be governed by these By-Laws which are annexed to the Declaration of Condominium and are made a part thereof, and all present and future holders of any interest in any unit in the Condominium shall hold said interest subject to these By-Laws, the Declaration, and any Condominium Residency Regulations promulgated thereunder or hereunder.

1-200. 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.

1-300. 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. All present and future owners, visitors, tenants, and occupants of units and any other persons who may use the facilities of the Condominium in any manner, are subject to these By-Laws, the Declaration, and the Condominium Residency Regulations. The Acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Residency Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

ARTICLE 2, ASSOCIATION MEMBERS: MEETINGS

2-100. Members and Voting Rights. Each unit owner shall be a member of the Association. The membership of the Association shall consist of all of the unit owners. Each unit owner shall be entitled to one vote for each condominium unit owned by him.

2-200. Transfer of Membership. The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of title to a condominium unit as and in the manner provided for by the Declaration, and upon compliance with all of the terms thereof, shall become effective in accordance with the foregoing, upon recordation of a deed of conveyance to the said unit.

2-300. Annual Meeting. Commencing in 1983, the annual meeting of the Association shall take place on the first Friday in February of each year at 10:00 a.m. at the Condominium, or at such other reasonable place or time or date as may be designated by written notice of the President or a majority of the Board of Directors.

2-400. Special Meetings. Special meetings of the unit 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 Act, require the approval of the unit owners, or for any other reasonable purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days written notice prior to the date of said meeting.

2-500. Contents of Notice. All notices of all members' meetings shall state the time and place thereof and the objects or purposes for which the meeting is called. Any such notice shall be deemed waived by any unit owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.

2-600. Quorum. At any meeting of the Association, the presence in person or by proxy at the beginning of such meeting of unit owners holding at least one-fourth (1/4) of the total voting power, shall constitute a quorum, but less than a quorum may transact business if owners holding fifty percent (50%) of the voting power not present subsequently assent to the decisions made at said meeting by signing a copy of the Minutes thereof to be filed with the records of the Association. When a quorum is present, unless otherwise provided in the Declaration, these By-Laws, or the Act, a majority of the unit owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

2-700. Voting. At any meeting of the Association, the unit owners shall be entitled to cast one vote for each condominium unit owned. Multiple owners shall only be entitled to one vote per condominium unit. Any unit owner may attend and vote at such meeting in person or by proxy. No proxy given by any unit owner shall be valid for a period longer than one calendar year. Any condominium units owned by the Declarant shall be entitled to a vote and shall be included in the total of ownership percentages when computing the interest of all other owners for voting purposes.

ARTICLE 3, BOARD OF DIRECTORS

3-100. Number. The Board of Directors shall consist of not less than three (3) persons nor more than five (5), the number to serve for each ensuing year of the Association to be established at the Annual Meeting of the members by majority vote of the members entitled to vote at the meeting.

3-200. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

3-300. Terms of Offices. The Directors shall be elected for staggered terms.

3-400. Removal of Directors. A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of two thirds (2/3) of the votes represented 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 the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

3-500. Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors by giving three (3) days' personal notice to all of the members of the Board of the time and place of said meeting and the purpose of the meeting. Any Director may waive notice of a meeting. A quorum shall be considered to be more than one-half of the members of the Board.

3-600. Presiding Officer. The presiding officer of the Board of Directors meetings shall be the President of the Association. In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE 4, POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4-100. Powers and Duties of the Board of Directors. The Board of Directors shall have powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of the Condominium except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of the Condominium, all of which items shall be Common Expenses:

4-101. To make and collect assessments against members to defray the cost of the Condominium, and in addition, to pay and collect from members assessments which may properly be levied from time to time by entities owning or controlling adjacent lands.

4-102. To use the proceeds of assessments in the exercise of its powers and duties.

4-103. To provide for the acquisition, construction, management, maintenance, and care of Association real property and personal property.

4-104. To grant permits, licenses and easements over the Common Areas of the Capitol Place Condominiums, as defined in Article 2-400 of the Declaration of Condominium dated , 1982, for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

4-105. To enter into a management agreement to provide for the management of the common areas.

4-106. To provide for the reconstruction of improvements after casualty and for the further improvement of the property.

4-107. To enforce by legal means the provisions of the Condominium Instruments, the Articles of Agreement, the By-Laws, and the Residency Regulations for the use of the property in the Condominium.

4-108. To contract for management of the Condominium and to delegate to such manager all powers and duties of the Association except such as are specifically required by the Condominium Instruments to have the approval of the Board of Directors or the membership of the Association.

4-109. Pay taxes and assessments which are liens against any part of the Condominium and to assess the same against the unit owners subject to such liens.

4-110. Carry insurance for the protection of condominium unit owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or policies, and Workers' Compensation insurance as required by law or as the Board may determine.

4-111. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, such as, but not limited to, any legal and accounting services necessary or proper for the operation of the Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and the Condominium Residency Regulations.

4-112. To provide for trash collection, snow removal from the Common Areas, water, electrical, telephone, and gas and any other necessary utility service for the Common Areas.

4-113. To provide for such painting, maintenance, repair and landscaping of the Common Area, the unit, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.

4-114. To provide for any emergency repairs to any unit necessary to prevent damage to other parts of the Condominium.

4-115. To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration, the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units and are necessitated by the negligence of the owner or occupants of such units, the cost thereof shall be specially assessed to the owners of such units.

4-200. Financial Limitation. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the provisions of the Declaration) having a cost in excess of Five Thousand Dollars ($5,000.00) unless such additions, improvements, or alterations have been approved by a majority of the owners' total voting power.

4-300. Right to Contract. The Board shall have the exclusive right to contract for all such items referred to in this Article. After transfer of control by the Declarant, as defined in Article 15-200 of the Declaration, the Board shall have the right to terminate any contract or lease, including the management contract, without cause and without penalty, upon 90 days' written notice to the other party thereto.

4-400. Appointment of Manager. The Board shall have the right to appoint a manager to perform any or all of the functions and services delineated in Article 10 of the Declaration.

ARTICLE 5, OFFICERS OF THE ASSOCIATION

5-100. Executive Officers. The Executive Officers of the Association shall be a President, who shall also be a Director, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

5-200. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association and the power to sign all written contracts of the Association.

5-300. The Secretary. The Secretary shall keep the Minutes of the proceedings of the Board of Directors and of the unit owners. He shall attend to the giving and serving of all notices required by law. He shall have custody of the Seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

5-400. The Treasurer.

5-401. Custody of Funds. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association.

5-402. Disbursement of Funds. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

5-403. Collection of Assessments. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

5-404. Reports to Transferees. He shall also give status reports to potential transferees, on which reports the transferees may rely.

5-500. Continuance of Owner's Liability. The liability of the unit owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).

5-600. Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

ARTICLE 6, FINANCE AND ASSESSMENTS

6-100. Depository. The funds of the Association shall be deposited in a bank or banks designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.

6-200. Adoption of and Contents of Budget. The Board of Directors shall adopt a budget for each calendar year which contains estimates of the cost of performing the functions of the Association and the income of the Association, including but not limited to the following items:

(a) common expense budget for:

(1) maintenance and operation of Common Area, landscaping, street and walkways, and security guards, if any;

(2) maintenance and repairs of units;

(3) capital funds established by vote of unit owners;

(4) utilities;

(5) liability insurance;

(6) casualty insurance;

(7) administration, including legal and accounting.

(b) proposed assessments against each member.

Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements.

6-201. Assessment and Payment of Common Expenses. Each condominium unit shall be assessed for one-sixteenth (1/16) of the total amount of the estimated funds required for the operation of the Condominium set forth in the budget referred to in Section 6-200. Assessments against any condominium unit, with interest, costs and reasonable attorney's fees, shall become a lien upon such units, in accordance with RSA 356-B:46, as amended, if not paid when due. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each condominium unit owner shall be obligated to pay to the Association one-twelfth (1/12) of the annual assessment per unit provided for above.

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Within sixty (60) days after the end of each fiscal year, the Association shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the Association's discretion, either be credited in equal amounts to the next successive monthly installments due from each condominium unit under the then-current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, in the Association's discretion, either be collected by special assessment or be added equally to the installments due from each condominium unit in the succeeding six (6) months after the accounting.

6-202. Repair Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those portions of the Limited Common Area which the Association is obligated to maintain, which fund shall be maintained out of regular assessments for common expenses, as provided in Section 6-201.

6-203. Working Capital Fund. The Association shall establish a working capital fund to insure that there will be cash available to meet unforseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Association. Each condominium unit shall contribute to this fund an amount equal to its pro rata share of the projected Common Area charge for the first two months, upon the happening of the earlier of the following events: (1) upon the closing of the sale of each condominium unit, or (2) within sixty (60) days after the date of the conveyance of the first condominium unit by the Declarant. Amounts paid into the fund are to be maintained in a segregated account for the use and benefit of the Association and are not to be considered as advance payment of regular assessments.

6-204. Initial Assessment. The Board of Directors of the Association shall determine a budget, as defined in Article 6-200, for the period beginning with the conveyance of the first condominium unit and ending on the last day of the first fiscal year. Assessments levied against each condominium unit pursuant thereto shall be paid in full upon the happening of the earlier of (i) the sale of each such condominium unit, or (ii) 60 days after the conveyance of the first condominium unit.

6-300. 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 Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate, against the unit owner owing the same in the manner set forth in RSA 356-B:46 and in the Declaration of Condominium. Each delinquent unit owner shall be responsible for attorneys' 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.

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ARTICLE 7, VIOLATIONS

7-100. Violations. In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws or the Residency Regulations, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of ten (10) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws or the Residency Regulations, 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 the date of a written request, signed by an aggrieved condominium unit owner, sent to the Board of Directors, 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 Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter. A delinquent unit owner shall be liable for all costs and attorneys' fees in connection with collection, and shall be charged interest at the rate of Eighteen Percent (18%) per annum on all unpaid sums. Condominium unit owners shall have similar rights of action against the Association for violations of the Condominium Instruments or its responsibilities thereunder.

ARTICLE 8, MORTGAGES

8-100. Notice to Board. An owner who mortgages his condominium unit shall notify the Board of the name and address of his mortgagee, and of eligible insurers or guarantors, if any, and shall file a conformed copy of the mortgage, and insurance certificate and guaranty, if any, with the Board. The Board shall maintain suitable records pertaining to such mortgages and other documents.

8-200. Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by an eligible mortgage holder, or eligible insurer or guarantor, shall promptly report any of the following: (i) any then unpaid assessments for Common Expenses or other charges due from, or any other default by, the owner of the mortgaged condominium unit; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iii) any proposed action which would require the consent of the mortgagees specified in Article 21 of the Declaration or Article 10 of these By-Laws.

8-300. Notice of Default. The Board shall give written notice to a condominium unit owner of any default by said Owner in the performance of any obligations under the Act, Declaration or By-Laws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each eligible mortgage holder, eligible insurer and guarantor with respect to such condominium 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 condominium unit which is the subject matter of such suit or proceeding.

8-400. Notice of Damage. The Board of Directors shall notify (i) each eligible mortgage holder, eligible insurer or guarantor with respect to a condominium unit whenever damage to said unit covered by the mortgage exceed One Thousand Dollars ($1,000.00) and the Board is made aware of such damage; and (ii) all eligible mortgage holders, eligible insurers and guarantors whenever damage to the Common Area exceeds Ten Thousand Dollars ($10,000.00).

ARTICLE 9, TOTAL OR PARTIAL CONDEMNATION, LOSS OR DESTRUCTION

9-100. Condemnation Proceedings. The Association shall represent the condominium unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or parts thereof.

9-101. Condemnation Proceeds. In the event of a taking or acquisition of all or part of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable either to the Board or to a natural or State of New Hampshire chartered banking institution as trustee for the use and benefit of the condominium unit owners and their mortgagees as their interests may appear.

9-200. When Repair and Reconstruction are Required. Subject to the provisions of Article 3-300 of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each owner shall have the right to supervise the redecorating work in his own unit.

9-300. Procedure for Reconstruction and Repair. Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. Proceeds for losses shall be payable to the Board, as trustee, subject to the prior rights of mortgagees of the Declarant under the terms of the mortgages held by them on one or more units.

9-301. Deficiency in Proceeds. If the proceeds of insurance are not sufficient or defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the condominium unit owners in proportion to their respective votes in the Association.

9-302. Manner of Repair and Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the original plans and specifications under which the damaged building was originally constructed, unless other action is approved by 51% or more of eligible mortgage holders holding mortgages on condominium units subject to eligible holder mortgages.

9-303. Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceedings or action by the owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

9-400. Disbursements of Construction Funds. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board from assessments against condominium unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board.

9-401. Progress Payments. The construction fund shall be paid by the Board in appropriate progress payments, to such contractors, or personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board.

9-402. Accounting for Proceeds. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the condominium unit owners.

9-403. Damage to Common Area and Condominium Units. When the damage is to both Common Area and condominium units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing condominium units.

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ARTICLE 10, NOTICE

10-100. Notices. Whenever notices are required to be sent hereunder, the same shall be sent:

10-101. To Unit Owners. To the unit owners by certified mail, return receipt requested, at Summer and Court Streets, Concord, New Hampshire 03301.

10-200. Deemed Sent When Mailed. All notices shall be deemed and considered sent when mailed.

10-300. Change of Place of Notice. Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

ARTICLE 11, AMENDMENTS TO THE BY-LAWS

11-100. Amendments. These By-Laws may be amended as set forth herein and in Article 8-100 of the Declaration. Except as otherwise provided in the Condominium Act, these By-Laws may be modified or amended either (i) by the vote of at least sixty-seven percent (67%) of the condominium unit owners cast in person or by proxy at a meeting duly called or held, or (ii) by a written instrument duly executed by at least sixty-seven percent (67%) of the condominium unit owners, and with the written consent of sixty-seven percent (67%) or more of the eligible mortgage holders holding mortgages on condominium units subject to eligible holder mortgages. All eligible mortgage holders shall receive thirty (30) days notice of proposed amendments, which notice shall request approval thereof. Any eligible mortgage holder who does not deliver or mail to the requesting party a negative response to the proposed amendments within thirty (30) days shall be deemed to have approved such request. No modification or amendment shall become effective until recorded in the Merrimack County Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

ARTICLE 12, RESIDENCY REGULATIONS

12-100. Residency Regulations. The Association may, from time to time, adopt and amend previously adopted administrative Residency Regulations governing the details of the operation and use of the Common Area and the units in the Condominium; provided, however, that no such Residency Regulations shall conflict with the Declaration or these By-Laws, and in the event of any conflict between the said Residency Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium property a copy of the Residency Regulations adopted from time to time by the Association. These Residency Regulations may be amended by the vote of two-thirds or more of the total voting power of all unit owners before such shall become effective.

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ARTICLE 13, ACCESS TO INFORMATION

13-100. Right to Inspect. Upon request, the Association shall make available to condominium unit owners and holders, insurers or guarantors of any first mortgage for inspection during normal business hours or under other reasonable circumstances current copies of the Declaration, these By-Laws, and the books, records and financial statements of the Association, but with respect to condominium unit owners, not more often than once per month.

13-200. Audited Financial Statements. Upon written request, the holders of 51% or more of first mortgages shall be entitled, within a reasonable time, to an audited financial statement of the Association for the immediately preceeding fiscal year, or to have one prepared at their expense, if one is not otherwise available.

ARTICLE 14, RIGHTS UPON RESALE

14-100. Rights of Prospective Purchaser. In the event of any resale of a condominium unit by any person other than Capitol Place Condominiums, the prospective condominium unit owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the documents set forth below. All such requests must be in writing, addressed to the Association, and must be answered within ten (10) business days from the date of the receipt.

14-101. Statement of Unpaid Assessments. A prospective purchaser, or a member of the Association, shall be entitled to a recordable statement setting forth the amount of unpaid assessments currently levied against the condominium unit. The request must be made in writing, addressed to the Board of Directors of the Association. The Association requires payment of a fee of Ten Dollars ($10.00) as a prerequisite to the issuance of such a statement.

14-102. Statement of Anticipated Expenditures. A prospective purchaser shall be entitled to a statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years.

14-103. Statement of Reserves. A prospective purchaser shall be entitled to a statement of any reserves for the major maintenance, replacement fund or working capital and any portion of such fund earmarked for any specified project by the Board of Directors.

14-104. Other Information. A prospective purchaser shall also be entitled to a copy of the income statement and balance sheet of the Association for the last fiscal year for which such a statement is available, a statement of any pending suits or judgments in which the Association is a party defendant, 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 unit owner, and a statement that any improvements or alterations made to the unit or to any limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the Condominium Instruments.

ARTICLE 15, SEVERABILITY; GENDER; INTERPRETATION

15-100. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof or the Declaration.

15-200. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

15-300. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

The foregoing were adopted as the By-laws of Capitol Place Condominiums Owners Association, a condominium association, not for profit, organized under the laws of the State of New Hampshire, at the first meeting of the incorporators on the

4th day of FEBRUARY, 1983.

Barbara H. Brown, Secretary
Secretary

APPROVED:

Richard C. Sass
President