

## **By-Law Change #1**

**ARTICLE XIV, Section 1 entitled "Amendments" is hereby amended by deleting subsection (i) of the first sentence thereof and substituting the following new subsection (i):**

"by a vote of at least 66 2/3% of the unit owners of units to which votes in the Association appertain, cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the proposed amendment shall have been given to each owner simultaneously with the notice of such meeting, or"

**...and by deleting the phrase "of the owners" from subsection (ii) and substituting the following language:**

"of the unit owners of units to which votes in the Association appertain"

**ARTICLE XIV, Section 1 shall read as follows after adoption of the foregoing amendment:**

"Section 1. Amendments. Except as otherwise provided in paragraph 14 of the Declaration of Condominium, the Condominium Act and herein, these By-Laws may be modified or amended either (i) by a vote of at least 66 2/3% of the unit owners of units to which votes in the Association appertain, cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the proposed amendment shall have been given to each owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by at least 66 2/3% of the unit owners of units to which votes in the Association appertain; provided however, that so long as the Declarant shall have control over the Condominium and shall exercise the functions of the Board of the Association, then these By-Laws may not be amended without the consent in writing of the Declarant. Furthermore, no amendment to the By-Laws may be adopted which could interfere with the construction, display, sale, lease or other disposition of any unit or units in the Condominium by the Declarant or with the development and submission of the Additional Lands by the Declarant.

## **By-Law Change #2**

**ARTICLE IV, Association Meetings, Section 2, Notice is hereby amended by deleting the following words:**

"by United States registered mail, return receipt requested,"

**ARTICLE IV, Section 2 shall read as follows after adoption of the foregoing amendment:**

"Section 2. Notice. All meetings of the unit owners shall take place at such reasonable place and time designated by the Board. Written notice of holding of any regular or special meeting of the unit owners, stating the date, hour and place of such meeting shall be sent in accordance with RSA 356-B:37, to each unit owner in care of his unit or at least twenty-one (21) days before a regular meeting and seven (7) days before the date of a special meeting."

### **By-Law Change #3**

**ARTICLE IV, Section 3 is hereby amended by adding thereto the following new sentence at the end thereof:**

"The foregoing notwithstanding, all unit owners, in order to be eligible to vote, either in person or by proxy, at any special or annual meeting of the unit owners must be certified by the Treasurer of the Association to be current in the payment of all dues and assessments due to the Association on account of each unit. For the purposes of this paragraph, a unit owner shall be deemed to be current in the payment of all dues and assessments due to the Association if such dues and assessments are no more than thirty days in arrears at the time of the declaration of the quorum at the opening of the meeting."

**ARTICLE IV, Section 3 shall read as follows after adoption of the foregoing amendment:**

"One equal vote shall be assigned to each unit of the Condominium. the Declarant shall be entitled to vote with respect to any unit owned by the Declarant. Any unit owner may attend and vote at such meeting in person, or by proxy. Where there is more than one record unit owner of the same unit, any or all of such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the votes to which they are entitled. Where only one of such persons attends any such meeting, he may vote for himself and as agent for any absent owner of his unit without proxy designation. where one of such person attends such meeting, any designation of proxy must be signed by all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without actual notice by the unit owner to the person presiding over the meeting, or if the signature of anyone executing such proxy is not acknowledged. Any proxy shall terminate upon the adjournment of the first meeting held on or after the date of that proxy. The foregoing notwithstanding, all unit owners, in order to be eligible to vote, either in person or by proxy, at any special or annual meeting of the unit owners must be certified by the Treasurer of the Association to be current in the payment of all dues and assessments due to the Association on account of each unit. For the purposes of this paragraph, a unit owner shall be deemed to be current in the payment of all dues and assessments due to the Association if such dues and assessments are no more than thirty days in arrears at the time of the declaration of the quorum at the opening of the meeting."

### **By-Law Change #4**

**ARTICLE I is hereby amended by deleting Section 1 of the same and substituting therefore the following new ARTICLE I, Section 1:**

"Section 1. Purpose. The administration of Lake view Condominium shall be governed by these by-laws which are annexed to the Declaration of Lakeview Condominium and are made a part thereof, and all present and future holders of any interest in any condominium in Lakeview Condominium shall be members of the Lakeview Condominium Association (herein referred to

as the "Association") which is a "Condominium Management Association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "Association Property" as those terms are defined in Section 528 of the Internal Revenue Code. The Condominium Association may be incorporated under the laws of the State of New Hampshire, after which it shall be known as "Lakeview Condominium Association, Inc."

### **Declaration Change #5**

**Pursuant to ¶14(e) of the Declaration of Condominium, the Declaration is hereby amended by deleting ¶2(a) and substituting therefore the following new ¶2(a):**

"a. "Association" means Lakeview Condominium Association, Inc."

### **By-Law Change #6**

**ARTICLE IV is hereby amended by deleting Section 1 of the same and substituting therefore the following new ARTICLE IV, Section 1:**

**“Section 1. Annual and Special Meetings.** The first meeting of the Association shall occur when control of the Condominium passes from the Declarant. Thereafter an annual meeting of the homeowners shall be held **on the second Saturday in September** each year for the purpose of electing members of the Board and such other business as may come before the meeting. Special meetings of the homeowners may be called, for any reasonable purpose, either by the President, or not less than 33 1/3% of the unit owners, the notice of which shall specify the matters to be considered at such special meeting.

### **By-Law Change #7**

**Add a new paragraph to ARTICLE IV entitled “Ballot Vote in Lieu of Meeting”**

Any action which could be taken by the Association at any annual or special meeting may be taken by a ballot vote of the association members. In the event that the Board seeks such a vote it shall mail to each unit owner of units to which votes in the Association appertain, a ballot which shall be returned not more than twenty-one days from the date it was sent. Upon the affirmative vote of 66 2/3 per cent of the unit owners of units to which votes in the Association appertain the action shall be approved without need for a special or annual meeting. Additionally, all prior actions of the Association for which approval was sought and obtained in this or a substantially similar manner are hereby ratified and approved.