

LONG HILL ESTATES at PETERBOROUGH, A CONDOMINIUM

**POLICY STATEMENT RELATIVE TO ENFORCEMENT OF RULES &  
REGULATIONS**

Our By-Laws [Article XII (a)] allow the Board of Directors to impose appropriate sanctions (i.e. fines) if a unit owner, tenant or occupant fails to abide by the rules of the Association as written in the Declaration & By-Laws and the Handbook for Residents. The Board also has the right to impose additional sanctions if the offending action continues after repeated warnings.

When a tenant or occupant uses the unit, the owner is responsible for compliance after notice to the address of record.

In addition to, or in place of any fine, the Board may require reimbursement for any association expenses caused by the negligence or carelessness of any unit occupant or owner.

The fine policy is as follows:

Following a written Board request, it is expected that a two-week's time is sufficient for the owner to comply. If the owner requests more time, in writing, the Board will take this under advisement.

If a second request is necessary, a fine will then be imposed and will begin two weeks from the date of the second written request.

A fine of \$10.00 per day will be in effect until the Board sees compliance on the part of the owner and consequently receives the payment.

At the Board's discretion, if the same owner is in violation of more than one issue, the Board may apply a separate fine for each issue.

Adopted by the Board of Directors 2/25/2009  
Effective 3/25/2009

*(This document replaces the 11/2001 policy statement relative to enforcement of rules and regulations.)*

**OWNERS...**  
**PLEASE READ AND RESPOND TO THE BOARD WITH ANY**  
**QUESTIONS DURING THIS NEXT MONTH'S TIME.**  
2-26-09

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Adopted by the Board of Directors 2/25/2009  
Effective 3/25/2009

Return to: Gary A. Braun, Esq. (#599)

**LONG HILL ESTATES at PETERBOROUGH, A CONDOMINIUM  
CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM**

At a meeting of the unit owners of Long Hills Estates at Peterborough, A Condominium, a New Hampshire condominium established pursuant to NH RSA 356-B under Declaration of Condominium dated January 10, 1989, and recorded in the Hillsborough County Registry of Deeds (the "Registry") beginning at Book 5079, Page 0723 (the "Declaration"), as amended on the following dates: January 20, 1989, such amendment being recorded at the Registry beginning at Book 5081, Page 1345; April 12, 1989, such amendment being recorded at the Registry beginning at Book 5100, Page 0680; March 11, 1993, such amendment being recorded at the Registry beginning at Book 5533, Page 0222; March 8, 1994, such amendment being recorded at the Registry beginning at Book 5533, Page 0328; April 21, 1995, such amendment being recorded at the Registry beginning at Book 5622, Page 0962; February 14, 1996, such amendment being recorded at the Registry beginning at Book 5694, Page 1699; June 11, 1997, such amendment being recorded at the Registry beginning at Book 5821, Page 1281; June 2000, such amendment being recorded at the Registry on June 19, 2000, beginning at Book 6253, Page 1553; and, October 2001, such amendment being recorded at the Registry on November 1, 2001, beginning at Book 6516, Page 1226, such meeting being held on \_\_\_\_\_, 2009, the following amendments to the Declaration were adopted:

(1) Subparagraph 3 (d) (iii) of the Declaration is amended by striking the existing subparagraph in its entirety and substituting the following subparagraph in place thereof:

“(iii) Unit Boundaries. Each Unit consists of the space within the following boundaries:

Horizontal Boundaries: The upper and lower (horizontal) boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

Upper Boundary: The unfinished interior surface of the uppermost ceiling.

Lower Boundary: The unfinished interior surface of the lowermost slab floor.

Vertical Boundaries: The perimeter (vertical) boundaries of each Unit shall be the vertical plane of the interior surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, together with

the exterior unfinished surfaces of the window frames, doors and glass.

Each Unit includes the portion of the building, including the garage, within the above boundaries and the space enclosed by the boundaries, except any Common Area described in Paragraph 3(e) below which may be located therein. The finished interior of the floors, perimeter walls and ceilings of a Unit consisting of, without limitation, all paint, paneling, wallpaper, rough flooring, finished flooring, carpeting, tiles, and any other materials constituting any part of the finishing materials and finished surfaces thereof, are a part of each Unit. The Owner of a Unit owns the interior walls and partitions which are contained in his Unit, and window and door glass, the entrance doors and windows frames (to the unfinished exterior surfaces thereof). **The Owner of a Unit does not own any bearing walls, bearing columns or other structural components or portions of the building or structure in which such Unit is located, and such items and elements are part of the Common Area. A Unit does not include any walkways, driveways, decks, patios or the air-conditioning pads serving the Unit, all of which shall be deemed Limited Common Area. A Unit does not include those pipes, wires, cables, chutes, flues, conduits, utility lines, utility elements or fixtures, or ventilation or other ducts, which are utilized for or which serve more than one Unit or serve any portion of the Common Area, and such items are deemed to be part of the Common Area. A Unit does include those pipes, wires, cables, chutes, flues, conduits, utility lines, utility elements or fixtures, and, air conditioning, ventilation and heating unit elements and ducts, which are utilized for or which serve that Unit only, whether such items are located within or without the boundaries of such Unit.**

(2) Subparagraph 3 (e) (i) of the Declaration is amended by striking the existing subparagraph in its entirety and substituting the following subparagraph in place thereof:

“(e) Description of Common Area and Limited Common Area.

(i) Common Area consists of all of the property other than the Units and includes, without limitation, the following:

the Land together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A and including all improvements to the Land except the Units;

**the water supply, sewerage disposal, gas, electrical, cable television and telephone systems, and other utility systems and the components, elements and fixtures thereof, serving the Condominium, to the extent such systems, or the components, elements or fixtures thereof, are located within the property and are not owned by the supplier of the utility service (but not including any portions thereof which serve only a single Unit which, irrespective of whether such portions are located within or without the Unit, are part of the Unit they serve);**

the roofs, foundations, columns and supports of the buildings; the perimeter walls,

ceilings and floors of each Unit to the interior surfaces thereof; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located."

UNIT OWNERS' ASSOCIATION AT  
LONG HILL ESTATES AT  
PETERBOROUGH, A CONDOMINIUM

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
\_\_\_\_\_, President

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
\_\_\_\_\_, Treasurer

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Pursuant to RSA 356-B:34 IV and Section 5 of the Declaration of Condominium, I hereby certify that at a meeting of the members of the Unit Owners' Association of Long Hill Estates at Peterborough, A Condominium held on \_\_\_\_\_, 2009, at which a quorum was present, the foregoing amendments were adopted by the affirmative vote of the owners of \_\_\_\_\_ units of the total number of \_\_\_\_\_ units at the Condominium, such figure being equal to or in excess of sixty-seven percent (67%) of the total number of owners at the Condominium.

\_\_\_\_\_, Secretary, Unit  
Owners' Association of Long Hill Estates at  
Peterborough, A Condominium

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2009, then personally appeared the above named  
\_\_\_\_\_, Secretary of the Unit Owners' Association of Long Hill Estates  
at Peterborough, A Condominium and acknowledged the foregoing to be his/her free act and deed.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

**LONG HILL ESTATES at PETERBOROUGH, A CONDOMINIUM  
CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM**

At a meeting of the unit owners of Long Hill Estates at Peterborough, A Condominium, a New Hampshire condominium established pursuant to NH RSA 356-B under Declaration of Condominium dated January 10, 1989, and recorded in the Hillsborough County Registry of Deeds (the "Registry") beginning at Book 5079, Page 0723 (the "Declaration"), as amended on the following dates: January 20, 1989, such amendment being recorded at the Registry beginning at Book 5081, Page 1345; April 12, 1989, such amendment being recorded at the Registry beginning at Book 5100, Page 0680; March 11, 1993, such amendment being recorded at the Registry beginning at Book 5533, Page 0222; March 8, 1994, such amendment being recorded at the Registry beginning at Book 5533, Page 0328; April 21, 1995, such amendment being recorded at the Registry beginning at Book 5622, Page 0962; February 14, 1996, such amendment being recorded at the Registry beginning at Book 5694, Page 1699; June 11, 1997, such amendment being recorded at the Registry beginning at Book 5821, Page 1281; June 2000, such amendment being recorded at the Registry on June 19, 2000, beginning at Book 6253, Page 1553; and, October 2001, such amendment being recorded at the Registry on November 1, 2001, beginning at Book 6516, Page 1226, such meeting being held on May 27, 2009, the following amendments to the Declaration were adopted:

(1) Subparagraph 3 (d) (iii) of the Declaration is amended by striking the existing subparagraph in its entirety and substituting the following subparagraph in place thereof:

"(iii) Unit Boundaries. Each Unit consists of the space within the following boundaries:

Horizontal Boundaries: The upper and lower (horizontal) boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

Upper Boundary: The unfinished interior surface of the uppermost ceiling.

Lower Boundary: The unfinished interior surface of the lowermost slab floor.

Vertical Boundaries: The perimeter (vertical) boundaries of each Unit shall be the vertical plane of the interior surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, together with the exterior unfinished surfaces of the window frames, doors and glass.

Each Unit includes the portion of the building, including the garage, within the above boundaries and the space enclosed by the boundaries, except any Common Area described in Paragraph 3(e) below which may be located therein. The finished interior of the floors, perimeter walls and ceilings of a Unit consisting of, without limitation, all paint, paneling, wallpaper, rough flooring, finished flooring, carpeting, tiles, and any other materials constituting any part of the finishing materials and finished surfaces thereof, are a part of each Unit. The Owner of a Unit owns the interior walls and partitions which are contained in his Unit, and window and door glass, the entrance doors and window frames (to the unfinished exterior surfaces thereof). **The Owner of a Unit does not own any bearing walls, bearing columns or other structural components or portions of the building or structure in which such Unit is located, and such items and elements are part of the Common Area. A Unit does not include any walkways, driveways, decks, patios or the air-conditioning pads serving the Unit, all of which shall be deemed Limited Common Area. A Unit does not include those pipes, wires, cables, chutes, flues, conduits, utility lines, utility elements or fixtures, or ventilation or other ducts, which are utilized for or which serve more than one Unit or serve any portion of the Common Area, and such items are deemed to be part of the Common Area. A Unit does include those pipes, wires, cables, chutes, flues, conduits, utility lines, utility elements or fixtures, and, air conditioning, ventilation and heating unit elements and ducts, which are utilized for or which serve that Unit only, whether such items are located within or without the boundaries of such Unit.**

(2) Subparagraph 3 (e) (i) of the Declaration is amended by striking the existing subparagraph in its entirety and substituting the following subparagraph in place thereof:

“(e) Description of Common Area and Limited Common Area.

(i) Common Area consists of all of the property other than the Units and includes, without limitation, the following:

the Land together with the benefits and subject to the burdens of all easements and rights pertaining to the Land, as described in Exhibit A and including all improvements to the Land except the Units;

**the water supply, sewerage disposal, gas, electrical, cable television and telephone systems, and other utility systems and the components, elements and fixtures thereof, serving the Condominium, to the extent such systems, or the components, elements or fixtures thereof, are located within the property and are not owned by the supplier of the utility service (but not including any portions thereof which serve only a single Unit which, irrespective of whether such portions are located within or without the Unit, are part of the Unit they serve);**

the roofs, foundations, columns and supports of the buildings; the perimeter walls, ceilings and floors of each Unit to the interior surfaces thereof; and

the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located.”

LONG HILL ESTATES at PETERBOROUGH,  
A CONDOMINIUM

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_,  
\_\_\_\_\_, President

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_,  
\_\_\_\_\_, Treasurer

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Pursuant to RSA 356-B:34 IV and Section 5 of the Declaration of Condominium, I hereby certify that at a meeting of the members of Long Hill Estates at Peterborough, A Condominium held on May 27, 2009, at which a quorum was present, the foregoing amendments were adopted by the affirmative vote of the owners of \_\_\_\_ units of the total number of 36 units at the Condominium, such figure being equal to or in excess of sixty-seven percent (67%) of the total number of owners at the Condominium.

\_\_\_\_\_  
Secretary  
Long Hill Estates at Peterborough, A Condominium

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBORO

On \_\_\_\_\_, 2009, then personally appeared the above named \_\_\_\_\_, Secretary of the Association of Long Hill Estates at Peterborough, A Condominium and acknowledged the foregoing to be his/her free act and deed.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: