

LONG HILL ESTATES at PETERBOROUGH, a CONDOMINIUM

NOTICE OF ANNUAL MEETING

The Annual Meeting of the Unit Owners' Association
will be held on

WEDNESDAY, MAY 27, 2009
at 7:00 pm

At the Monadnock Congregational Church
Wilton Road
Peterborough, NH

(Please use the parking lot in the rear of the building. There is an entrance to that lot from Pine Street, or you can enter from Wilton Road opposite the "Black Swan" and go around the building. There is a downstairs back entrance.)

Members in good standing will be allowed to vote. Good standing means that all monies currently due the Association must be paid in full at least three (3) days prior to the meeting date.

Should you be unable to attend, it is very important that you complete and submit the enclosed proxy form to the Board prior to the meeting, OR it may be submitted by your assigned proxy at the meeting.

You may assign your proxy to an individual or to the Board.

Signed: The Board of Directors
 Long Hill Estates at Peterborough, a Condominium
 April 27, 2009

**LONG HILL ESTATES at PETERBOROUGH, A CONDOMINIUM
ANNUAL MEETING MINUTES
OCTOBER 1, 2008 7:05 p.m.**

**MONADNOCK CONGREGATION CHURCH
WILTON RD, PETERBOROUGH, NH**

The meeting was **called to order** at 7:05 by Marilyn Britton, President
A **quorum** was met with 22 units represented by 17 owners present and 5 proxies.

The president **introduced directors** Greg Lawn and Ann Lammers, **treasurer** Julie Clattenburg, and **secretary pro-tem** Marcia Pettee. A HUB insurance representative would be joining us later.

MOTION was made, seconded by Nancy Clarke, to **accept the 10/11/2007** minutes of last year's annual meeting. **Motion passed.**

The president read a thank-you letter from the Union Congregational Church for the donation of our left over picnic foods. A second letter was briefly discussed that we received as abutters from the town planning board re: Tim Steel's conceptual plans for construction immediately to the east of our property stone wall line beyond the tennis court.

The **president's report** described many of the board's activities and plans, and was interspersed with owner's questions and board responses throughout. (**Please see attached report.**) The need for a positive cash flow was mentioned. Owners need to be paying condo fees on the due date of the first of every month.

The **treasurer's report** was given by Julie Clattenburg.

Motion was made by Bob Elliott of unit #33 and seconded by George Austerman to accept report.

MOTION passed.

Motion was made and seconded to apply any excess revenue over expenses for fiscal year ended June 30, 2008 against membership assessments for the subsequent tax year as provided by IRS ruling 70-064.
MOTION passed.

COMMITTEE REPORTS:

Ann Lammers reported on crab apple tree pruning. This being year one of a three year project.

Nancy Clarke reported on work of tree committee with nine white pines to be replaced next spring with a variety of trees.

A river birch is already planted at unit #12 as part of white pine replacement project.

Diana Griffin is remaining on welcome and picnic committees.

Motion made by Bob Elliott and seconded by Nancy Clarke to accept proposed By-Law amendment to change annual meeting from fall to 30 – 60 days prior to end of fiscal year in the spring.

MOTION passed with one negative vote.

ELECTION OF BOARD MEMBER:

Nancy Clarke had two nominations. Nancy accepted and since vote was unanimous by acclamation, secretary was instructed to cast one vote. **MOTION passed.**

NEW BUSINESS:

- Discussion on trimming of arborvitae in berms behind building eight. Board will follow through.
- A handout asking for action to protect our property values in light of proposed abutting construction mentioned above, led to spirited discussion which continued even following meeting adjournment. Directors to notify owners of next planning board meeting.
- Insurance HUB rep. did not attend.

MEETING ADJOURNED at 9:30 by president.

Respectfully submitted by clerk pro-tem, Marcia Pettee, with board revisions.

Summary of Amendment to “Declaration of Condominium”
Long Hill Estates at Peterborough, A Condominium
(for owners’ packet, Annual Meeting 2009)

Gary Braun, our condo specialist attorney, has prepared the attached amendment to a section of our “Declaration of Condominium” documents. The amended section has two parts, but as they are dependent on each other it was recommended that we vote on them as one amendment. As the legal language is dense, we are offering a brief summary of what the amendment accomplishes and why it is needed.

Background:

A problem comes up now and then with no clear answer. For example, when a unit needs an external utility item (faucet, electrical outlet, light) installed, repaired or replaced, who pays for it? Is it the owner who pays, because the item serves only that one unit? Or is the association responsible, because the item is on the outside of the building? Our documents (Declaration and By-Laws) don’t give a clear answer, so different answers have been given to owners over time. This creates confusion.

In asking our attorney to clarify the issue, the board learned that we needed to amend the legal description of a condo unit, as found on pages 2-4 of our “Declaration of Condominium.” Two passages (boldfaced in the attached) had to be rewritten.

Summary of amendment:

The two boldfaced passages in the attached document now make the situation clear: Each condo owner is responsible for installation, repair and replacement of *internal or external* utility items that serve only their individual unit.

Because the “Declaration of Condominium” is a legal document, every ‘i’ has to be dotted; so the wording is long. But basically, these passages describe the condo unit as including all utility items that serve only that one unit, whether they are inside or outside of the building. So the owner is responsible to pay for these items.

Successive boards can now give a clear answer to owners in this situation.

**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, sewage 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

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 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:**

PRESIDENT'S REPORT FOR ANNUAL MEETING
LONG HILL ESTATES CONDOMINIUM ASSOCIATION
MAY 27, 2009

Thank you all for coming tonight. As you can see by the agenda, we have some very important work to do. And because of our very full and important agenda, we are fortunate to have the services of a professional clerk. I thank Brenda for saying yes to our request.

Due to the change in the time of our annual meeting from Fall to Spring so as to meet prior to the end of our fiscal year, it hasn't been a full year since our last meeting but it has been a VERY full time. We planned on a monthly meeting, but many times had to have more. We also formally announce an Association address change from a PO Box number to 100 Long Hill Estates. This is a faster way to receive our mail.

I must begin with an important reminder. Last year our insurance company told us how vital it is to have a record of all the upgrades that each unit has had. Otherwise in the event of a fire or flood (damage from leaking pipes), the insurance would only cover replacing to the original plan. For several reasons, information on your unit's upgrades may not be in the records. We still plan on a safe deposit box for your reports. And any information you can give about any upgrade helps in your report. With any type of change to floors, carpets, cupboards, shelves, toilets, counter tops, doors, windows, etc. add the types of materials, the date, the price, etc. that helps come up with the value.

As you know most of our white pines are gone. The one we kept lost many limbs during the ice storm, but we are assured it is still healthy and cutting back the broken limbs would help the appearance. Plans are being finalized with George Lohmiller for this year's tree replacements. We'll hear from the committee later in the meeting. We have been working on a plan to hire an arborist to redo our hodgepodge of plantings around our buildings. We look at this as an estimate of a three to five year plan. While this work is ongoing, this person will be doing any necessary pruning. In the meantime, JW will only be doing our mowing which includes edging, weeding and mulching our flower beds, snow plowing and storm damage repair. We now have a two year contract with him at the current rates. And Sara Cox will be continuing a three year project on crabapple tree pruning in the Fall.

An abutment committee was formed in lieu of a proposed building plan to our immediate east brought to the town planning board last Fall. Ed Hampson, Audrey Carvalho and Glen Swanson will be contacted by the Board whenever we are notified of any further public town meetings...to date there have been none. We are concerned as to what this could mean for our properties and our road's traffic as their plan was to access their building site from Long Hill.

Due to finding a mystery truck parked on our upper road last Fall, we were concerned as to the possibility of planned hunting that has happened before ... so we put up a fence and NO Hunting signs. None of this would have been enforceable as those signs have to be

tacked up every few hundred yards, but we felt it would be a deterrent. Some were concerned about the chain, but now with a Dead End sign at the foot of Long Hill Rd the chain is down.

Last Fall we began the project of replacing trim on $\frac{1}{2}$ of the arch windows and will have John Norton complete this project this year. And we had many gutter downspouts replaced. Some split from water freezing this winter & they had to be repaired this spring. We've also had our electrician replace several road light fixtures. Because it was cheaper to get 10 at the same time, we have extras to use as more become necessary to replace.

It's good to report that our very conscientious painter replaced many bad clapboards and trim as he worked last year. This year's painting plan is for two entire coats on the clapboard and one coat on trim for buildings 3 & 5 and the backs and north ends of buildings 4 & 6. For budget purposes, we plan to hold off on painting until late summer or early fall. While Matt's here his contract asks that he paint any bare wood IF it isn't in need of repair or replacement. He also has been directed not to paint rotten garage doors that need replacement.

Then, because of Glen Swanson learning that his dryer duct system wasn't up to snuff, the Board got into what turned out to be a time consuming project. Once we know of a problem, we can't turn a blind eye. Our insurance protects us if we make an honest error, but not if we are remiss in not doing our job for the association. This project also was very frustrating. Not to minimize the danger, I was told that there are no insurance, state, or local codes ... just recommendations. I was told that codes usually come from the national level down to state, then local and that process hasn't happened. During this time, besides strongly urging owners to change their systems to a safer material and to avoid ducts that were held together with screws which catch lint, or ducts with inner coils which also catch lint, we gave owners an added option to shorten their system by several feet by venting through the roof. So that more could see their way clear to do this, the board paid our maintenance contractor to install a roof structure for any owner that asked. Owners were asked to donate funds toward this project if they could and one owner did just that.

Hopefully more will be able to in the future. After all the work with contractors, we then thought we were ready for a final inspection. BUT ... first, the board was riddled with medical problems. Then we had to find an independent inspector. At our initial meeting this was what owners agreed they wanted ... an inspector who had had no part in the system upgrades. And this was a dilemma. We approached the fire department, realtors, bank inspectors, and our insurance company. Some didn't have the personnel, and some didn't want the liability. Now, if it is at all possible because some have been instructed to begin the insulating process early, we are in the situation where we have to pay for this service. This will be discussed later in our meeting.

While working on this project, we learned from our consultant that floods from bursting washing machine hoses are a very common problem in condos. So we've strongly urged

owners to have steel belted hoses installed. One owner reported better priced hoses at Home Depot.

We then learned that having volunteers work on projects at the request of the Board could put our association at risk especially if a third person were hurt. We also could get into trouble with Worker's Comp and be fined if we were paying the volunteers anything except reimbursement for funds expended. So, through our attorney, we were offered a liability release form. However, this caused much consternation with some residents. So this matter needs more work ...

On new policies for our Resident's Handbook, two upgraded policies are in effect. One is the enforcement policy (a copy of which was included in your meeting material) and the other is our "No Open Fires" policy which also states any fire must be at least 10 feet away from any building by state law and must be monitored. We are considering a change in the feeding of wildlife policy that okays scattering materials in the winter for the birds, but only seeds that birds will eat. And we are also studying the fireplace inspection policy. Many that I've spoken to while in our hunt for inspectors for our dryer duct system were shocked that we didn't have a yearly mandated fireplace inspection.

And on the topic of our Resident's Handbook; this is a project that must be addressed this summer. Our attorney assures me this is a legal document so it's important that all owners have a complete and up-to-date copy in their unit.

We recently met with our roofer and general maintenance contractor, John Norton and have asked him to personally inspect our roofs for any problems. Some leaking problems were resolved during the winter, but others may have only a temporary fix. And we need to know if there are any areas that could be future problems. He mentioned one spot (where gutters meet the roof) that could benefit from a fix. So we need to know whether the insulating project could negate that need or not. He also will be completing the second half of the arch window trim replacement and reports that much of the clapboard on the back or east side of buildings 1, 3, 5, and 7 are in bad repair.

We have areas of added expenses this year that include tree storm damage pick-up, and beginning the services of an arborist to enhance our shrubs and plants. And while I'm speaking of expenses, let me tell you how very pleased the Board is with our Treasurer. She keeps us and our finances on an even keel. She is quick to let us know about any problems or offer advice on how to avoid any future problems. The Board, but also the Association, are very fortunate to have her as our Treasurer.

This report doesn't have a conclusion, good or bad, but does let you know the status of our association's needs. On the plus side, we are looking forward to our annual picnic and finally, summer.

Respectfully, Marilyn Britton

**ACKNOWLEDGEMENT OF SERVICE AS VOLUNTEER
AND RELEASE OF LIABILITY**

I, _____, of _____, Peterborough,
County of Hillsborough, New Hampshire (hereafter referred to as "Volunteer"), hereby state,
acknowledge, agree, and covenant to the following:

1. I am a resident at Long Hill Estates at Peterborough, A Condominium, located in Peterborough, County of Hillsborough, New Hampshire (the "Condominium").

2. I am signing this Acknowledgement of Service as Volunteer and Release of Liability (hereafter referred to as the "Release" or this "Release") of my own free will and volition, free of duress, and for the purposes set forth herein. I expressly state and acknowledge that I have carefully read this Release, and completely understand and agree to all terms and provisions hereof. I further state and acknowledge that I have consulted with my legal advisor or counsel, or had the opportunity to consult with my legal advisor or counsel, as to the terms and provisions of this Release prior to the time I signed this Release.

3. I desire and agree to serve, from time to time and as may be convenient for me, as a volunteer for the Unit Owners' Association of Long Hill Estates at Peterborough, A Condominium (the "Association"), including as a volunteer as defined and/or referenced in and by N.H. RSA 281-A:2, VII (8) (b), for which I will receive no remuneration or no significant remuneration. For purposes of this Release, the Association shall be defined to include its constituent members, as well as its directors, officers and agents. In my capacity as a volunteer for the Association, I will or may perform services and/or undertake tasks related to the Association and/or the Condominium including, but not necessarily limited to, brush clearing, wood cutting, building or repairing outdoor structures (apart from residential buildings), e.g., for the community garden, etc. as requested by the Association's Board of Directors (the "Board"). In performing such services or tasks, I agree to follow the Board's instructions with respect to the general desires of the Board as to the outcome of the volunteer service or task to be performed by me. However, I acknowledge and agree that I will control, manage and direct all other aspects of the performance of my volunteer services and tasks for and on behalf of the Association including, without limitation, the times and hours that I perform my volunteer tasks or services, the tools or equipment I use with respect to such tasks or services, the means and manner of delivery or performance of such tasks and services, etc.

4. In my capacity as a volunteer for the Association, I agree and acknowledge that I will not be paid money or provided any other form of compensation or other benefits by the Association, and that the Association will not pay any payroll or related taxes on my behalf given that I am only a volunteer for the Association. I expressly acknowledge and agree that I am not an employee of the Association, and that I am neither a partner nor joint venturer of or with the Association. I further acknowledge and agree that I will be provided no insurance benefits or coverage by the Association with respect to performance of my volunteer tasks for the Association, unless the Association maintains such insurance as determined in the sole discretion of the Board. Nothing herein shall be construed to require the Association to provide insurance coverage to me with respect to performance of my volunteer tasks or services on behalf of the Association.

5. Notwithstanding Paragraph 4 above, I acknowledge and agree that I may be reimbursed by the Association for my out of pocket expenses associated with volunteer tasks or services I perform on behalf of the Association. By way of example only, and under appropriate

circumstances, such expenses might include reimbursement for fuel costs or similar items. Nothing herein shall be construed to require the Association to reimburse me for any expense I incur with respect to performance of my volunteer services or tasks on behalf of the Association. All requests for reimbursement of expenses made by me shall be made in the first instance to the Board prior to the time I begin performance of my volunteer tasks or services on behalf of the Association, with final request for reimbursement being made to the Board upon conclusion of my volunteer tasks or services. Furthermore, from time to time it may be possible that I will be permitted by the Board to remove and/or retain certain materials or items related to the performance of my volunteer tasks or services on behalf of the Association. By way of example only, such materials or items might include cut wood to be used by me for firewood. I expressly acknowledge and agree that any materials or items to be removed and/or retained by me in this fashion shall not constitute compensation or payment, including in-kind compensation or payment, for my volunteer services or tasks on behalf of the Association.

6. I hereby waive, release, discharge, and covenant not to bring any claim, action, suit or proceeding against the Association, its members, agents, directors, officers, successors or assigns, and each of them (all of whom shall be referred to herein collectively as the "Releasees"), related to, or resulting or arising from, in whole or in part, my volunteer services or tasks on behalf of the Association and the performance thereof, and I hereby release and discharge the Releasees from ALL LIABILITY to me and those acting on or through my behalf for any and all: bodily injury; property damage or loss; death; permanent or temporary disability, injury or impairment; loss of use; lost wages and lost future earning capacity; and all other losses, injuries and damages, suffered by me which are related to, or result or arise from, in whole or in part, the performance of my volunteer services or tasks on behalf of the Association, whether caused by or resulting from the fault, action, omission or negligence of the Releasees, or otherwise caused.

7. I hereby agree to indemnify Releasees, to defend them, and to hold them safe and harmless, from and against all claims, actions, losses, costs and damages which it or they may incur due to the performance of my volunteer services or tasks on behalf of the Association, whether such claims, actions, losses, costs and damages result from the negligence or other fault of myself or the Releasees, or from other causes. Notwithstanding my obligation to indemnify as set forth herein, Releasees shall have the right to retain and direct their own legal counsel with respect to any claim, action or proceeding for which I am obligated to indemnify the Association, and in such case, I agree to reimburse the Releasees for its or their costs of retaining or employing its or their own legal counsel as part of my indemnification obligations hereunder.

Dated this _____ day of _____, in the year _____

Witness

(Print name)

Volunteer

(Print name)

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 4/1/2009

(This document replaces the 11/2001 policy statement relative to enforcement of rules and regulations in the last Handbook for Residents.)