

**MEMORANDUM**

From: Robert E. Ducharme, Esq.  
To: Owners, Tideview Estates Condominium Association  
Re: Major Changes Proposed to Updated Declaration and Bylaws:

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I thought it might be helpful to create a blueprint of sorts of the proposed changes that appear in the draft, updated Declaration and Bylaws. We will review all of these and more in our meetings and change them as you see fit.

- I added language that note if there is any access to areas above the ceiling, i.e. an attic area, that though these areas are common area, they have been assigned to the Unit which the attic serves, but owners store items up there at their own risk, and, per the NH Supreme Court cannot finishes off or otherwise improve any attic area.
- I added HVAC, window air conditioners, and generators language that gives the Board control over the use and placement of these items so they can not be placed in an area or used in a manner which creates an annoyance to a neighbor. (I have had owners place generators behind another person’s unit claiming it is too loud behind their unit, so these things do happen.)
- I added language that requires the owners to undertake routine maintenance of their limited common area patios and entryways and driveways. As the documents are currently written, when there is a snowstorm, an owner can tell the Association it wants one’s patio/front steps shoveled and cleared leading to higher snow removal costs and higher condominium fees. The law allows an Association to defer such maintenance to owners, thus decreasing expenses, so I have added this language.
- I inserted language that per the Condominium Act and court cases that notes repairs, replacements and renovations of limited common area is the responsibility of the Association to undertake, but the financial responsibility of the owner.
- I struck language that gave mortgagees priority over the Association to insurance proceeds of the Master Policy.
- I added language that allows owners to work full-time or part-time from home, so long as the use of the home as a business does not create a nuisance in the Association.
- I noted leases generally have to be for a minimum of one (1) year, and there shall be no temporary housing allowed.
- I added insurance language to make sure the Master Policy cover building code upgrades, so if there is a casualty such as a fire the Association will not have to pay out-of-pocket to bring old buildings in compliance with new building codes.
- I added language that requires each owner to acquire insurance for their personal articles and other items not covered by the Assn’s maser insurance policy in an amount that must also cover the Association’s deductible.

- I added language that allows the Board to assess the Association's deductible to an owner if it determines an owner's act or neglect caused the insurance claim.
- I lowered the number of owners it takes to call for a special meeting of the Association from thirty to fifteen, to address issues it does not feel the Board is properly addressing.
- I lowered the quorum from 33% to 25% both to help ensure you can have meetings and to help drive up attendance.
- I deleted the language that said you can send notices by telegraph. 😊
- I added language that will allow you to hold meetings electronically.
- I added language that the Board must hold meetings at least quarterly, and that all Board meetings are open to the owners to help with transparency.
- I added language, so if there is a vacancy on the Board, its members can appoint someone to fill the vacancy, but only until the next Association meeting where all owners will be able to decide who should sit on the Board.
- I expanded the time during which the Association can hold its Annual Meeting to a 120 day window, i.e. 60 days before or after the beginning of the fiscal year, to give the Association plenty of time to hold a meeting if lack of quorum makes the first few attempts unsuccessful.
- I added language that voting other than for the election of Board members and the ratification of the budget may be done by ballot.
- I added language that notes an owner must have their account brought current within 7 days before a meeting in order to be able to vote.
- I added language that nothing can be discussed and voted on at a special meeting other than that which is in the Notice of the meeting.
- I added language that allows the Board to take out loans *with the permission of the owners*, establish committees, terminate common area services such as parking of a delinquent owner, and collect rent from the tenant of a delinquent owner.
- I made it clear an officer is no longer an officer once s/he sells his/her Unit in order to close a loophole created by the Condo Act in 2016.
- I made it clear the records of the Association are open to any owner, but the Board has the right to charge costs associated with compiling and providing such records and that no one may make such a request more often than every 90 days.
- I added language that requires the Association to have a Reserve Study done and fully funded in order to avoid special assessments.
- I added language that pets of any type or number or size are allowed unless and until deemed a nuisance. If you limit, for instance, pets to (2) that would prevent someone from having three (3) goldfish, but allow them to have two (2) barking Boston terriers.
- I added 18% interest on all costs assessed to an Owner, and added a \$50.00 late fee.
- I added language that the Association should undertake a review or compilation of its books at least every three years and an audit at least every 15 years.
- I added language that no Board member or Officer can get compensated for their work, though they can, of course, be reimbursed for expenses.

- I added language that give the Board the ability to assess common expenses that are not really common to all to the individual who benefits from the expenditure of Association funds.
- I added language that creates a 7-day grace period after which the Association has to start a collection action
- Perhaps most importantly, I added language that allows anyone sanctioned by the Board to appeal that decision to the owners.
- I added language noting the Board gets to determine, subject to the right to appeal, what is a nuisance.
- I added language that no one is allowed to construct or store items on the common area without the permission of the Board.
- I noted RVs, boats, trailers, campers, ATVs or snowmobiles are not allowed to be stored on the Property unless fully contained within a garage.
  - Motorcycles and other two- or three-wheeled motorized vehicles re allowed unless the Board determines their use has created a nuisance.
- I added language that only registered/inspected vehicles are allowed on site unless fully contained within a garage.
- Nothing is to be stored in outside parking spaces other than operable motor vehicles and any other items approved by the Board.
- I added language preventing sex offenders from living on site.
- I added language prohibiting occupants from tapping into another's internet or cable.
- I noted all complaints have to be in writing, to protect the owner and the Board.
- I added language the Board can fine someone, subject to the right to appeal, up to \$1,000.00.
- that any costs incurred to enforce the declaration, bylaws or rules may be assessed to the owner, such as legal fee, subject to the owner's right to appeal that decision to the owners.
- I added language that requires the purchaser of a Unit to pay a transfer fee equal to two (2) months of condominium fees, which is to be deposited into Reserves which helps prevent special assessments.