

E. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties. BUYER has relied only upon the warranties or representations set forth in this Agreement and no other expressed or implied warranties. Except as herein specifically contained, SELLER expressly disclaims all warranties or representations regarding the Condominium Unit, the Common Elements or the Condominium or the cost of maintaining or operating same or real estate taxes for the Condominium Unit. No oral warranties, representations, or statements by employees or offices of Condominium Associates Development Team, Inc., or G&C Associates, Ltd. shall be considered a part hereof. No member of the SELLER'S sales staff has the authority to change any of the terms and conditions of this Purchase and Sale Agreement. The warranties and representations set forth in this Agreement are solely for the benefit of the BUYER named herein and do not extend to any subsequent purchaser of the Condominium Unit.

F. EFFECTIVE DATE

The effective date of this Agreement is the "Date of Agreement" as set forth below.

G. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Hampshire.

BUYER HAS THE OPTION TO CANCEL THIS CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH (7) DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT OF SALE.

IF BUYER DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN ADVANCE OF HIS SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT HIS OPTION FOR TWO YEARS FROM THE DATE OF THE SIGNING.

The foregoing boldface paragraphs are required by Federal Law. Note that under New Hampshire law, BUYER may have additional cancellation rights. If BUYER did not receive the Property Report in advance of, or at the time of his signing the Contract or Agreement, and he still has not received the Property Report at the expiration of two years from the date of such signing, he will have an additional cancellation right to and including five days after he finally receives the Property Report.

EXECUTED UNDER SEAL

DATE \_\_\_\_\_

BUYER(S)

SELLER

G&C ASSOCIATES, LTD.

\_\_\_\_\_  
\_\_\_\_\_

BY: George Costonis, President  
GEORGE COSTONIS, PRESIDENT

INITIAL GC

PURCHASE AND SALE AGREEMENT

WOODBROOK CAMP AND TENNIS CLUB, A CONDOMINIUM PHASE II

This Purchase and Sale Agreement is made as of the date set forth below, between G&C Associates, Ltd., d/b/a G&C Development, a Massachusetts corporation, of 164 Revere Street, Revere, MA 02151, (617) 284-2011 (hereinafter called SELLER) and the BUYER as set forth below. BUYER agrees to buy and SELLER agrees to sell the property described below in accordance with the terms of this Agreement and Exhibit(s) hereto attached.

INFORMATION SHEET

CONDOMINIUM UNIT NO. \_\_\_\_\_

BUYER'S NAME \_\_\_\_\_

HUSBAND \_\_\_\_\_

WIFE \_\_\_\_\_

AS THEY WOULD APPEAR ON DEED, INCLUDE INITIALS, IF USED.

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NO. (WORK) ( ) \_\_\_\_\_

(HOME) ( ) \_\_\_\_\_

TITLE AS TAKEN \_\_\_\_\_

REFERENCE IN THE AGREEMENT TO THE TERM "BUYER" MEANS ALL BUYERS COLLECTIVELY.

THE TYPE OF RECREATIONAL VEHICLE PERMITTED ON THIS CONDOMINIUM UNIT:  
\_\_\_ PARK MODEL TYPE OF RECREATIONAL UNIT  
\_\_\_ STANDARD TYPE OF RECREATIONAL UNIT  
UNIT FRONTAGE \_\_\_\_\_ TOTAL SQ. FT. \_\_\_\_\_

ATTORNEY \_\_\_\_\_

FIRM \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NO. ( ) \_\_\_\_\_

DATE OF THIS AGREEMENT \_\_\_\_\_

TENTATIVE PASSING DATE \_\_\_\_\_

CONFIRMED PASSING DATE \_\_\_\_\_

PURCHASE PRICES

A. <u>CONDOMINIUM UNIT (LAND ONLY)</u>	B. <u>RECREATIONAL VEHICLE</u>	C. <u>EXTRA WORK</u>
<u>DEPOSIT(S) RECEIVED - NON-BINDING</u>	(IF ANY) AS DESCRIBED IN EXHIBIT E	(IF ANY) SEE PARAGRAPH 13
DATE _____ CASH OR CHECK \$ _____	\$ _____	
<u>PURCHASE &amp; SALE AGREEMENT</u>		
DATE _____ CASH OR CHECK \$ _____	\$ _____	
TOTAL DEPOSIT(S) \$ _____	\$ _____	
TOTAL PURCHASE PRICE \$ _____	\$ _____	
LESS DEPOSIT(S) \$ _____	\$ _____	
CASH AT PASSING \$ _____	\$ _____	
MORTGAGE REQUIRED \$ _____	\$ _____	
TOTAL PURCHASE PRICE (A) \$ _____	(B) \$ _____	(C) \$ _____
TOTAL PRICE OF A, B & C \$ _____		

NOTE: IF RECREATIONAL VEHICLE IS BEING PURCHASED, THE PARTIES WILL EXERCISE AS A SEPARATE AGREEMENT, EXHIBIT E, WHICH WILL BE ATTACHED.

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DEFINITIONS

BUYER(S)

The person(s) who wish to purchase the designated Condominium Unit who have signed this Agreement, hereinafter called the BUYER(S).

SELLER

G&C Associates, Ltd., by its President, George Costonis, hereinafter called SELLER, the holder of a binding option to purchase the Condominium Unit, from Condominium Associates Development Team, Inc., the Developer. Notwithstanding anything to the contrary herein stated, the BUYER acknowledges that he has been informed that the SELLER does not presently own title to the Condominium Unit, but holds a binding option to purchase the Condominium Unit from Condominium Associates Development Team, Inc., the Developer. That option will cause conveyance of the title to the Condominium Unit from Condominium Associates Development Team, Inc., the Developer to G&C Associates, Ltd. prior to the conveyance of the title of the Condominium Unit from G&C Associates, Ltd., SELLER to the BUYER named herein. In the event the conveyance from Condominium Associates Development Team, Inc. to G&C Associates, Ltd. does not happen by the closing date stated herein for any reason except willful default on behalf of G&C Associates, Ltd., this Agreement shall terminate and be null and void, and the SELLER will return the deposit(s) to the BUYER forthwith and all parties named herein will release such other without recourse.

DEVELOPER

Condominium Associates Development Team, Inc., hereinafter called the Developer, who has given an option to purchase the Condominium Unit to G&C Associates, Ltd., the SELLER.

RECREATIONAL VEHICLE

A Recreational Vehicle, as defined by HUD Manufactured Homes Procedural and Enforcement Regulations, Section 3282.8G, is:

1. Built on a single chassis.
2. 400 square feet or less when measured at the largest horizontal projections.
3. Self-propelled or permanently travelling by a light-duty truck.
4. Designed primarily for use not as a permanent dwelling, but as temporary living quarters for recreational, camping, travelling, or seasonal use.

NOTE: Additions are permitted consistent with Woodbrook Condominium Declaration Section 9-C-V. Such additions shall not be included as part of the 400 square feet.

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PURCHASE & SALE AGREEMENT

PAGE 3

PARK MODEL TYPE OF RECREATIONAL VEHICLE

The type of recreational vehicle generally referred to in the industry as "Park Model" further described as follows: any recreational vehicle over eight (8) feet wide, twenty-seven (27) feet long - minimum, forty (40) feet long - maximum, less than 400 square feet, additions are permitted consistent with the Condominium Declaration, Section 9-C-V.

TYPE OF RECREATIONAL VEHICLE AND STRUCTURES PERMITTED ON ALL CONDOMINIUM UNITS  
(EXCEPT THOSE CONDOMINIUM UNITS, DETERMINED BY THE SELLER, THAT ARE LIMITED TO  
PARK MODEL ONLY).

All types and kinds listed in Section 0-C I-II-III-IV-V-VI-VII.

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TERMS AND CONDITIONS

1. PROPERTY BEING PURCHASED

Condominium Unit No. \_\_\_\_\_ in the Woodbrook Camp and Tennis Club, A Condominium located in Fitzwilliam, Cheshire County, State of New Hampshire, as shown on a Plan entitled "Condominium Site Plan for Woodbrook Camp and Tennis Club, A Condominium, Fitzwilliam, New Hampshire" dated July 29, 1979, revised April 4, 1980, recorded in Cheshire County Registry of Deeds as Rolls 383 through 388. Said Condominium Unit is described in Amended Condominium Declaration, dated April 12, 1980, recorded in said Registry in Book 982, Page 870. This Agreement is in form acceptable for recording at the Cheshire County Registry of Deeds, Keene, New Hampshire. However, before this Agreement can be recorded, both BUYER'S and SELLER'S signatures must be acknowledged before a Notary Public and witnessed.

2. PURCHASE PRICE

A. The Condominium Unit Only

DEPOSIT(S) RECEIVED

NON-BINDING

DATE \_\_\_\_\_ CASH/CHECK \$ \_\_\_\_\_

PURCHASE & SALE AGREEMENT

DATE \_\_\_\_\_ CASH/CHECK \$ \_\_\_\_\_

TOTAL DEPOSIT(S) \$ \_\_\_\_\_

TOTAL PURCHASE PRICE \$ \_\_\_\_\_

LESS DEPOSIT(S) \$ \_\_\_\_\_

CASH AT PASSING \$ \_\_\_\_\_

MORTGAGE REQUIRED \$ \_\_\_\_\_

TOTAL PURCHASE PRICE OF  
CONDOMINIUM UNIT ONLY \$ \_\_\_\_\_

B. Extra Work (if any) - See Paragraph 13 \$ \_\_\_\_\_

C. The Recreational Vehicle (if any) as described in Exhibit E \$ \_\_\_\_\_

TOTAL PRICE OF A, B & C \$ \_\_\_\_\_

*Est*

3. CONDOMINIUM DOCUMENTS

BUYER hereby acknowledges that BUYER has received, reviewed, and carefully examined the Property Report for the project and the condominium documents including the form of deed for the conveyance to BUYER of the Condominium Unit, the Condominium Declaration and Condominium By-Laws. By putting BUYER'S initials in the space provided immediately below this paragraph, BUYER acknowledges that BUYER has read the Property Report and understands and accepts the terms of said conveyance the Declaration and By-Laws and also has read and understands BUYER'S rights of cancellation described in Paragraph 4 below.

\_\_\_\_\_  
(BUYER TO INITIAL)

\_\_\_\_\_  
(BUYER TO INITIAL)

4. CANCELLATION RIGHT

If the Property Report has been delivered to BUYER at the time of or before, BUYER'S signing of this Agreement, this contract is subject to cancellation by the BUYER within seven (7) days (i.e., midnight on the 7th day) after the date on which BUYER signs this contract. If the BUYER received the Property Report after signing this agreement, BUYER may cancel at any time up to the later of (a) two years from such signing, or (b) five days after BUYER'S receipt of the Property Report.

IF THE BUYER ELECTS TO CANCEL, BUYER MAY DO SO BY NOTICE HEREOF HAND DELIVERED OR DEPOSITED IN THE UNITED STATES MAIL, RETURN RECEIPT REQUESTED, WITHIN THE SEVEN DAY PERIOD, ADDRESSED TO: G&C ASSOCIATES, LTD., 164 REVERE STREET, REVERE, MASSACHUSETTS 02151; PROVIDED HOWEVER, THAT IF THE BUYER ELECTS TO MAIL THE CANCELLATION NOTICE, BUYER MUST ALSO TELEPHONE THE SELLER INFORMING HIM OF BUYER'S ELECTION WITHIN SAID SEVEN DAY PERIOD. SELLER'S TELEPHONE NUMBER IS (617) 284-2011 (PROVIDED HOWEVER, THAT SAID TELEPHONE COMMUNICATION MAY NOT BE REQUIRED BY FEDERAL LAW, IN WHICH CASE IT IS NOT NECESSARY).

SUCH CANCELLATION WILL BE WITHOUT PENALTY, AND ANY DEPOSIT MADE BY THE BUYER WILL BE REFUNDED IN ITS ENTIRETY NO LATER THAN TEN (10) DAYS AFTER THE RECEIPT OF SUCH NOTICE OF CANCELLATION.

5. DATE OF CLOSING AND DELIVERY OF DEED

\_\_\_\_\_, 1987 or some other date shall be mutually agreed upon; provided, however, that the closing date shall not be later than 180 days from the signing of this Agreement. The deed will be delivered to BUYER at the closing.

6. ESCROW AGENT

SELLER represents and warrants that the deposit(s) so received shall be held in escrow, in an escrow account by Attorney Thomas Welch of Holland, Donovan Beckett & Welch, 151 Water Street, Exeter, NH 03833, maintained at the Indian Head Bank and Trust Company, 97 Water Street, Exeter, NH 03833.

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7. COMMON EXPENSES ASSESSMENTS

At closing, BUYER will pay to SELLER (for the Association of Unit Owner described in the Condominium Declaration and By-Laws) the common expense assessments applicable to BUYER'S Condominium Unit for the period from the closing date to December 31, 1987 at the rate of \$25.00 per month (to be prorated for any fraction of a month).

8. SPECIAL PROVISION(S) NONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. PRORATION OF TAXES

BUYER will be responsible for real estate taxes on BUYER'S Condominium Unit and its undivided share in the common areas for the period from and after the closing for the portion of the year the BUYER has title to the Condominium Unit. If taxes are to be prorated at closing and the closing occurs prior to the assessment of taxes for the current tax year, the proration will be based on an estimate of the year's taxes and BUYER will receive a credit at closing for the SELLER'S estimated share. Then BUYER will pay the actual taxes in full upon their assessment and if the actual taxes for the tax year are materially different from the estimated taxes used for proration under this contract, BUYER and SELLER will make cash adjustments between themselves to prorate the difference. If the closing occurs after the current year's taxes have been paid, SELLER will receive a credit for the prorated amount based on the actual taxes paid.

10. BROKER(S)

The following Broker(s), if any, are entitled to a commission in this transaction:

(a) Broker: NONE  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

(b) Broker: NONE  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

11. TITLE INSURANCE

\_\_\_\_\_ Title insurance requested; premium \$3.00 per \$1,000 of purchase price (Condominium Unit only)

\_\_\_\_\_ Title insurance not requested.

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12. IMPROVEMENTS

The SELLER at its sole expense shall perform the following work:

- a. Bring main access road to the Condominium Unit and provide an eight (8) foot unpaved driveway to a location for the recreational vehicle.
- b. Provide an unpaved parking area for two (2) cars on the Condominium Unit.
- c. Clear and level an area approximately 36 x 20 feet on the Condominium Unit for the placement of the recreational vehicle.
- d. Bring approved water, electrical and sewer hookup in a working manner to the location of a recreational vehicle.
- e. The work and material shall be comparable quality to SELLER'S work and material for Units 2-99 and 2-70.

13. EXTRA WORK

Any other work will be considered an EXTRA and paid for as agreed as follows:

NONE

14. INSPECTION OF UNIT

BUYER shall inspect the Condominium Unit prior to the Time of Closing and shall specify by notice in writing given to the SELLER not less than seven (7) days prior to the Time of Closing any manner in which BUYER claims that the Condominium Unit does not conform to the requirements of this Agreement. SELLER shall use reasonable efforts to make the premises conform prior to the Time of Closing and if SELLER is unable to complete said work, SELLER at its option may extend the Closing Date for a period up to sixty (60) days, or such shorter time as may be necessary to complete said work. If SELLER, for any reason, is not able to complete said work by the Closing Date (or by the end of any extension by SELLER as provided above, SELLER or BUYER may at its option cancel this Agreement and refund BUYER'S deposit). Except as otherwise set forth in this Agreement or, in any subsequent written agreement of BUYER and SELLER, acceptance of a DEED to the Condominium Unit by BUYER or his nominee shall be deemed to be full performance and discharge of every obligation of the SELLER hereunder.

15. RESTRICTIONS ON CERTAIN CONDOMINIUM UNITS LIMITING THE TYPE OF RECREATIONAL VEHICLE TO ONLY PARK MODEL TYPE OF RECREATIONAL VEHICLE

The SELLER has designated certain Condominium Units for occupancy to only Park Model type of Recreational Vehicles with or without additions. If the Condominium Unit has this restriction, it will be acknowledged in this Agreement and there will be restrictions on the deed to limit the type of Recreational Vehicle to only a Park Model type of Recreational Vehicle with or without additions. Except for this provision, the BUYER will be allowed to use and enjoy his Condominium Unit as every other owner as set forth in the Declaration and Rules and Regulations of the Association of Unit Owners.

THIS RESTRICTION APPLIES TO THIS UNIT YES  NO  BUYER'S INITIALS \_\_\_\_\_

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PURCHASE & SALE AGREEMENT

PAGE 8

16. FINANCING

This Agreement is subject to BUYER'S being able to secure financing for 80% of the purchase price. If BUYER is unable to secure said financing, he shall notify the SELLER forty-five (45) days before closing and the SELLER will use his best efforts to obtain financing for the BUYER for 80% of the purchase price at prevailing rates, points and terms for second home properties of this type subject to the BUYER'S ability to qualify.

GENERAL TERMS OF SALE

- A. CONVEYANCE: SELLER will convey the Condominium Unit to BUYER by Warranty Deed and will obtain for BUYER, if requested above, at BUYER'S expense, an owner's policy of title insurance, insuring title in the amount of BUYER'S purchase price, as marketable and free from all encumbrances, except:
- a. The terms, restrictions and easements set forth in the Amended Condominium Declaration dated April 12, 1980, recorded in Cheshire County Registry of Deeds in Book 982, Page 870, and Amended Condominium By-Laws, dated December 27, 1979, recorded in said Registry in Book 978, Page 769.
  - b. Title to and right of the public and others entitle thereto in and to the bed of Sip Pond, and any riparian rights in and to the waters of Sip Pond.
  - c. Real estate taxes for the current tax year (unless taxes have been paid or are to be paid by the SELLER under Paragraph 11 above).
  - d. The right of flowage over a "small piece of land near the turnpike" reserved in deed of Asa Lock to John Damon, dated September 1, 1845, recorded in said Registry in Book 154, Page 226.
  - e. Slope easements and drainage easements appurtenant to the abutting state highway, limitations on access to and from Route 12 (except access points) and releases of easements for air, view, and other rights in connection with Route 12 as set forth in Commissioner's Return of Highway Layout, dated March 25, 1958, recorded in said Registry in Book 645, Page 568 and deed of D. Reed Chaplain to the State of New Hampshire dated March 25, 1958, recorded in said Registry in Book 649, Page 106.

Possession of the Condominium Unit free to tenants will be delivered to BUYER immediately upon passing of all papers.

B. PRORATIONS AND CLOSING COSTS

1. BUYER'S Closing Costs:

- a. If BUYER is borrowing the money to purchase the Condominium Unit, BUYER will pay document preparation charges for note, mortgage and any other documents relating to BUYER'S financing.

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- b. Recording fees (deed and mortgage, if any).
- c. New Hampshire revenue stamps (\$.37½ per \$100.00 of purchase price of Condominium Unit or the fraction thereof).
- d. Common expense assessment (see above) and BUYER'S share of tax proration, if any.
- e. Title insurance premium or cost of BUYER'S attorney's title opinion, if desired by BUYER.

2. SELLER'S Closing Costs

- a. Document preparation charges for deed.
- b. Recording fees for all discharges or partial releases necessary to clear title.
- c. New Hampshire revenue stamps (\$.37½ per \$100.00 of purchase price of Condominium Unit or the fraction thereof).

C. DEFAULT

Time is of the essence of this Agreement. If the BUYER shall fail to perform BUYER'S agreements herein, SELLER may after 20 days following BUYER'S receipt of SELLER'S notice of default (the BUYER not having cured said default within said 20 days), cancel this Agreement and retain BUYER'S deposit as liquidated damages; provided, however if BUYER shall have paid 15% or more of the purchase price (excluding any interest owed under this Agreement) the SELLER will refund any amount which remains after subtracting (a) 15% of the purchase price (excluding any interest owed under this Agreement) or the amount of damages incurred by SELLER as a result of such default, whichever is greater, from (b) the amount paid by the BUYER against the purchase price (excluding any interest).

D. AMENDMENT OF CONDOMINIUM DOCUMENTS

Subject to the restrictions of R.S.A., Section 356-B-34, the SELLER reserves the right to modify the Condominium Declaration, Condominium By-Laws, or the Condominium Site Plan or Floor Plan as may be required by law, any title insurance company or the practicalities of the project, except that no such changes will be made without the BUYER'S consent if such change alters the boundaries of the Condominium Unit, or any listed common areas which may be appurtenant to said Condominium Unit, or changes the Condominium Unit's proportionate, undivided interest in the common areas and share of common expenses. However, the foregoing sentence shall not be deemed to restrict the SELLER'S options as Declarant under the Condominium Declaration, to exercise his rights described therein to withdraw the "withdrawable land" to convert the "convertible land", or to deed unsold units to the Association of Unit Owners.

E. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties. BUYER has relied only upon the warranties or representations set forth in this Agreement and no other expressed or implied warranties. Except as herein specifically contained, SELLER expressly disclaims all warranties or representations regarding the Condominium Unit, the Common Elements or the Condominium or the cost of maintaining or operating same or real estate taxes for the Condominium Unit. No oral warranties, representations, or statements by employees or offices of Condominium Associates Development Team, Inc., or G&C Associates, Ltd. shall be considered a part hereof. No member of the SELLER'S sales staff has the authority to change any of the terms and conditions of this Purchase and Sale Agreement. The warranties and representations set forth in this Agreement are solely for the benefit of the BUYER named herein and do not extend to any subsequent purchaser of the Condominium Unit.

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EXECUTED UNDER SEAL

DATE \_\_\_\_\_

BUYER(S)

SELLER

G&C ASSOCIATES, LTD.

\_\_\_\_\_  
\_\_\_\_\_

BY: George Costonis, President  
GEORGE COSTONIS, PRESIDENT

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EXHIBITS

EXHIBIT A - CONDOMINIUM UNIT PLAN

That portion of land being conveyed that has a specific number and is further described in the Amended Condominium Declaration, Woodbrook Camp and Tennis Club, A Condominium, Phase II is included and made a part hereof.

EXHIBIT B - SITE PLAN OF PHASE II

A copy of the Site Plan of Phase II as shown on a Plan entitled "Condominium Site Plan for Woodbrook Camp and Tennis Club, a Condominium", Fitzwilliam, New Hampshire, dated July 29, 1979, revised April 4, 1980, recorded in Cheshire County, Registry of Deeds as Rolls 383 through 388, is included and made a part hereof.

EXHIBIT C - AMENDED CONDOMINIUM DECLARATION AND BY-LAWS

Copy of Amended Condominium Declaration and By-Laws dated April 12, 1980, as recorded in the Cheshire County Registry of Deeds in Keene, New Hampshire, Book 982, Page 870 is included and made a part hereof.

EXHIBIT D - SAMPLE WARRANTY DEED

Sample Warranty Deed is included and made a part hereof.

EXHIBIT E

Exhibit E will only apply if the BUYER desires to purchase a Recreational Vehicle from the SELLER.

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A M E N D E D  
C O N D O M I N I U M    D E C L A R A T I O N

WOODBROOK CAMP AND TENNIS CLUB  
(A Condominium)

AMENDED  
CONDOMINIUM DECLARATION

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AMENDED CONDOMINIUM DECLARATION

Woodbrook Camp and Tennis Club  
(A Condominium)

Amended Condominium Declaration, dated this 12<sup>th</sup> day of April, 1980, by Raymond C. Green, Trustee of Woodbrook Trust under Indenture of Trust, dated September 5, 1979, recorded in Cheshire County Registry of Deeds in Book 978, Page 733, of 10 Commercial Wharf South, Boston, Massachusetts (herein called "Declarant" or the "Developer").

RECITALS: Declarant is the owner in fee simple of the parcel of land designated as "Parcel 1" and "Parcel 2" on Exhibit A attached to this Declaration and made a part hereof, located in the Town of Fitzwilliam, Cheshire County, State of New Hampshire. The property (i.e. said "Parcel 1" and "Parcel 2") as described on said Exhibit A is herein referred to as the "Property".

Reference is made to the Condominium Declaration, dated September 7, 1979, recorded in Cheshire County Registry of Deeds in Book 973, Page 252, and the Amended Condominium Declaration, dated December 27, 1979, recorded in said Registry in Book 978, Page 745. This Amended Condominium Declaration amends said Declaration and said Amended Condominium Declaration, respectively, by superseding them in their entirety. Reference is also made to the Condominium File Plan entitled "Condominium Site Plan for Woodbrook Camp and Tennis Club, A Condominium, Fitzwilliam, New Hampshire", dated July 29, 1979, recorded in Cheshire County Registry of Deeds and Amended Condominium File Plan, revised December 15, 1979, also recorded in said Registry. The Amended Condominium File Plan, revised April 4, 1980 (herein called the "Condominium File Plan") recorded herewith supersedes said Plan dated July 29, 1979 and said Revised Plan dated December 15, 1979. Reference herein to any condominium documents shall mean the respective document as amended. The Amended Condominium By-Laws, dated December 27, 1979, recorded in Cheshire County Registry of Deeds in Book 978, Page 769 are in full force and effect.

The Property and all buildings and other improvements now located on the Property or hereafter to be constructed or placed on the Property are submitted to a condominium pursuant to New Hampshire R.S.A. Chapter 356-B, as amended from time to time, and any successor statute. The Declarant hereby declares and agrees that the Property and said buildings and improvements are and will be held, conveyed, encumbered, used, occupied and improved subject to the terms of this Declaration, all of which shall constitute covenants running with the land and shall be binding on and for the benefit of the Declarant and his respective successors in interest (including all persons acquiring interests in any condominium unit or units).

1. Name of Condominium. The condominium established hereby shall be known as "Woodbrook Camp and Tennis Club", a condominium.

2. Location. The condominium is located in the Town of Fitzwilliam, County of Cheshire, State of New Hampshire.

3. Description of Property. The Property is described on Exhibit A attached hereto and made a part hereof.

4. Division of Property. The Property, together with all buildings and other improvements now existing or hereafter to be constructed or placed on the Property, is hereby divided into the following separate freehold estates" 429 separate condominium campsites in three separate phases, numbered consecutively as follows:

Phase I:	1-1 through 1-100	(Parcel 1 on Exhibit A)
Phase II:	2-1 through 2-102	(Parcel 1 on Exhibit A)
Phase III:	3-1 through 3-227	(Parcel 2 on Exhibit A)

The perimeter of each phase and the specific boundaries of each unit are described in metes and bounds on the Condominium File Plan. Every unit abuts on a road or on a common area providing access to the unit. Every unit also abuts another unit, a common area, Sip Pond, or land of others abutting the Property. The courses and descriptions describing the boundaries of each unit depicted on the Condominium File Plan are hereby incorporated in this Declaration by reference, to the same effect as if they were set forth at length herein. Each unit will be deemed to include all of the ground within its perimeter boundaries as shown on the Condominium File Plan, together with all air space above said unit and all structures, pipes, wiring, conduits and other improvements therein, except that any such improvements which by their nature serve more than one unit or serve any portion of the common area shall be deemed to be part of the common area.

5. Common Areas. In addition to those common areas within any units as described in paragraph 1 above, all other portions of the condominium not included within any unit shall be deemed to be common areas. Common areas include, but are not limited to, the following:

A. All of the areas shown as "Common Land" on the Condominium File Plan.

B. The beach area, tennis courts and other recreational amenities as shown on the Condominium File Plan, the rest-rooms, roads and buildings (except Unit 1-77), all as shown on the Condominium File Plan, whether now existing or as hereafter may be installed.

C. Any and all utilities, apparatus and installations of common use and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, whether now existing or as hereafter may be installed, and whether serving all or less than all of the condominium. Without limiting the generality of the foregoing sentence, the septic tanks, water lines and outlets, sewer lines, electrical lines, transformers and outlets, and leach fields and other common facilities located within the boundary of any unit are common areas.

6. Limited Common Areas. The following parts of the common areas (herein called the "Limited Common Areas") are hereby designated and set aside for the exclusive use of certain units, and each such unit shall have appurtenant thereto easements for the use of such Limited Common Area as set forth herein: The area to the west of each of Units numbered 2-1, 2-2 and 2-71 through 2-84, and 2-94 shown on the Condominium File Plan by a dashed line, shall be a Limited Common Area appurtenant to the unit which it abuts. Also the designated area on the shore of Sip Pond shall be a Limited Common Area appurtenant in common to all of the units which it abuts, namely Units 1-84, 2-85, 2-86 and 2-87 and 1-70 through 1-76. The common expenses associated with each such Limited Common Area shall be assessed equally to all units in the condominium in the same manner as common expenses for the common area.

7. Allocation of Undivided Interests. An equal undivided interest in common areas is hereby allocated to each unit. The common interest and easements appurtenant to each unit will have a permanent character and shall not be altered without the consent of all owners of units affected thereby, as expressed in an amendment to this Declaration, duly recorded (except that the percentage of undivided interests may be changed by the Declarant without such consent pursuant to paragraph 16 below). The common interests and easements appurtenant to each unit will not be separated from said unit and will be deemed to be conveyed or encumbered with said unit even though not expressly mentioned or described in the conveyance or other instrument. The common areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Law.

8. Easements.

(a) Each unit shall have appurtenant thereto non-exclusive easements in the common areas designed for such purposes for ingress to, egress from, utility services for such unit; and in the other common areas for their use according to their respective purposes, subject always to the exclusive or limited use of the Limited Common Areas as herein provided. If any part of the common areas now or hereafter encroaches on any unit or Limited Common Area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist. Without limiting the generality of the foregoing sentence and whether or not Declarant creates an express easement under paragraph 8(b) below, each unit within which there is located a common septic tank or any portion thereof, common water line or outlet, common sewer line, common electrical line, outlet or transformer, or a leach field or other common facility or any portion thereof serving any other unit or units, is subject to an easement for the use of said facilities by the units which they serve (including the right of ingress and egress) and for their maintenance and operation by the Association of Unit Owners. Owners and occupants of each unit subject to the foregoing easement will refrain from impairing or harming each such common facility or its use within said unit, and will abide by all rules and regulations of the Association of Unit Owners relating thereto, and all laws and regulations of any governmental body (such as restrictions, if any, on the use of land located over a leach field, etc.).

(b) Declarant and his successors in interest as developer of the condominium may from time to time as long as any units in the condominium remain unsold (and without requiring consent of any unit owners) designate additional easements across or through any unit or units (whether or not sold) or across or through any common area or Limited Common Area for the purpose of laying, maintaining and operating water lines, sewer lines, septic tanks, leach fields, electrical service or other utilities for the benefit of any units, the common areas or the condominium as a whole. (Nothing herein shall require Declarant to install sewer systems.) The Declarant shall also have the right, in connection with the installation of any sewer system, to install leach fields under the common areas or under any unit.

(c) Declarant and his successors in interest as developer of the condominium hereby reserves an easement over each unit for himself and his agents to enter said unit and do work within said unit to the extent reasonably necessary in connection with the building of roads, installation of water, sewer, septic tank, leach field, electricity and other utilities, grading and the like, in connection with implementing and completing the development of the condominium.

(d) To the extent permitted by New Hampshire R.S.A. Section 356-B:42 II as amended from time to time or any successor statute, the Board of Directors of the Association of Unit Owners, and the Association of Unit Owners itself shall have the irrevocable power as attorney in fact on behalf of all the unit owners and their successors in title to grant easements through the common areas and accept easements benefiting the condominium or any portion thereof.

(e) The Association of Unit Owners shall have the right, to be exercised by its Board of Directors or any officer or other agent, to enter each unit and the Limited Common Areas from time to time during reasonable hours as may be appropriate for the operation of the condominium or at any time for making emergency repairs therein as may be necessary to prevent damage to any unit or a common area.

(f) Each unit shall have an exclusive easement to use and control any area located between said unit and the travelled portion of any road abutting said unit. Said easement area shall be subject to (i) all of the restrictions on use described in paragraph 9 below, as if said easement area were located within said unit, (ii) the right of the Board of Directors of the Association of Unit Owners to regulate the use of and to relocate the traveled portion of the road within the common area, and (iii) any other easements described in this paragraph 8.

(g) The Declarant at his option may designate easements for common parking areas or driveways at the boundary between groups of two units for the common use and benefit of both of said units. Each such easement shall be set forth in the deed of each such unit affected as the Declarant conveys said units to third parties. Said easements shall run with the land.

9. Use of Condominium and Each Unit. The use of each unit and the common areas shall be subject to all of the following rules and restrictions:

(a) No unit shall be used as a permanent residence. Units may be used on a seasonal basis only, with continuous use only from May 1 to October 15 of each year. From October 16 through April 30, no unit may be occupied by any person, \*Amended February 1986 as follows: Subject to any ordinance to the contrary of the Town of Fitzwilliam, any unit may be used on a year round basis; provided that; from October 16 through April 30 no water or sewer service will be provided by the Association of Unit Owners"

(b) No commercial activity of any kind will be permitted within a unit, it being the intent of the Declarant that the character of the condominium as a recreational seasonal residential and camping community be preserved and enhanced. Commercial activities normally incidental to campground operations may be carried out by the Association of Unit Owners (or by third parties with the approval of the Association) in the common areas. Also the Association of Unit Owners may rent to third parties for camping use any unit owned by the Association or any portion of the common areas.

(c) No vehicles, structures or items will be permitted on each unit, except the following:

- (i) Self-propelled motor home or camper.
- (ii) Recreational travel trailer.
- (iii) Tent trailer.
- (iv) Tent.
- (v) Screen house, porch and other structure consistent with seasonal use, and appurtenant to (but not necessarily physically attached to) the camping vehicle or tent on the unit, subject in each case to approval by the Design Review Authority of the Association of Unit Owners as provided in subparagraph (m) below and in the By-Laws, and subject to any town zoning or other governmental regulations.
- (vi) Furniture and other moveable personal property, used in connection with the occupancy and enjoyment of the unit.
- (vii) Small structures for accommodating dogs and cats or for storing personal property, subject in each case to approval by the Design Review Authority of the Association of Unit Owners as provided in subparagraph (m) below and in the By-Laws.

(d) A mobile home is not permitted on any unit. A mobile home is defined as a trailer which is designed in such a way as to be normally used on a permanent or semi-permanent basis in a single location. A motor home, camper or travel trailer designed for recreational, transient use is not a mobile home.

(e) Only one self-propelled motor home, camper, travel trailer or tent trailer will be permitted on a unit. This restriction does not apply to free standing tents.

(f) In addition to one self-propelled motor home, camper, travel trailer or tent trailer, only two other vehicles will be permitted to be parked on a unit (including any easement area between a unit and an abutting road) at any time; said vehicles to be restricted to automobiles, pick-up trucks (with or without mounted camping facilities) or towing vehicles. All other vehicles will be parked in a separate parking area subject to rules and regulations of the Board of Directors of the Association of Unit Owners.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept within any unit, common area or Limited Common Area except that (i) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and (ii) the Declarant or the Board of Directors of the Association of Unit Owners may by rules and regulations designate sections of the condominium and groups of units in which no animals may be kept at any time. All animals will be caged or leashed when out of doors. No dog or other animal will be allowed to bark or cause any disturbance or inconvenience to any unit owner, and all animal droppings within any unit or within any common area or Limited Common Area (except the common land designated on the Condominium File Plan as "undeveloped common land reserved for conservation") will be picked up and disposed of by the animal's owner.

(h) No children under the age of 12 may use the beach, tennis courts, shuffleboard court, horseshoe pit, swimming pool(s), or boat unless accompanied by a responsible adult. Each unit owner shall be responsible for the conduct of his or her children at all times ensuring their behavior is neither offensive nor disturbing to any occupant of the condominium, nor damaging to any portion of the common area.

(i) No noxious, offensive or noisy activity will be carried on within any unit or the common areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any occupants of the condominium.

(j) No unit or any portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Said containers will be kept in a location so as not to be visible from any road.

(k) Any unit owner may rent out or lend his unit, provided that each such owner will be responsible for the conduct of his or her rentees and guests. If a Unit Owner is unable to control the conduct of his or her rentee or guest to conform with the intent and meaning of the provisions of this Declaration and By-Laws, and the rules and regulations of the Association of Unit Owners, the owner will, upon request of the Board of Directors or any officer of the Association of Unit Owners, immediately remove such rentee or guest from the premises, without compensation for lost rentals or any other damage resulting therefrom.

(l) Each unit owner will keep his or her unit and camping facilities in a clean, sanitary and visually attractive condition, and no hazardous or unsightly objects or materials may be kept on a unit. The Board of Directors or any Officer of the Association of Unit Owners, or their respective agents may at the expense of the unit owner (i) remove or clean up any hazardous or unsightly objects or materials located within a unit, (ii) cut or trim unsightly, overgrown or dead vegetation within a unit, it being the intent of the Declarant that the condominium as a whole be an attractive, well-maintained environment, to be enjoyed by all owners and occupants without hinderance or disturbance or unsightly or neglected units, or (iii) remove from any unit any abandoned or neglected camping facility or vehicle, including any unsightly facility or vehicle which is in obvious disrepair, or (iv) remove from any unit any structure, facility or vehicle which violates paragraph (m) or (n) below.

(m) No buildings, fences, or other structures will be placed, erected or maintained in or on a unit, nor shall any addition to or change or alteration therein be made, nor shall any grading or excavation within a unit occur until the plans, specifications and location thereof have been submitted to and approved in writing by the Design Review Authority (as hereinafter defined). This restriction shall not apply to (i) the placement of self-propelled motor homes, campers, travel trailers, tent trailers or tents (unless such motor home, travel trailer, tent trailer or tent is in whole or in part homemade, in which case Design Review Authority approval will be required), (ii) to the installation of gardens, walkways or other normal landscaping, or (iii) to the placement of any sign on a unit advertising the sale of said unit. The approval of the Design Review Authority shall not be withheld unreasonably provided that all permissions and approvals of governmental authorities having jurisdiction have been obtained, and further provided that the proposed structure, alteration, addition, grading, or excavating is not likely



to result in a structure or alteration out of harmony with the rest of the condominium or with any provision of this Declaration, the By-Laws or any rules and regulations of the Association of Unit Owners. In deciding whether to grant approval, the Design Review Authority may request reasonable plans and data from the applicant to aid in its determination. If no suit or other proceeding shall have been commenced in a state court of competent jurisdiction within six months after the completion of any such structure, alteration or addition, the same shall be deemed to have complied with this restriction. In the event that the Design Review Authority has not approved or disapproved in writing any request for approval within 60 days of proper submittal, said matters will be deemed approved by the Design Review Authority.

It is understood that trees and vegetation may have to be cleared from units in order to make them useable. All owners will, however, use care and restraint in cutting mature trees, it being desirable to preserve the wooded quality of the whole site. The Design Review Authority will have the right to stop unnecessary or indiscriminate cutting of mature trees.

Except as provided in the By-Laws, the Design Review Authority shall consist of a committee of three or more people appointed for that purpose pursuant to the By-Laws of the Association of Unit Owners.

(n) No portion of any vehicle or structure listed in items (i), (ii), (iii), (iv), (v) or (vii) of paragraph 9(c) will be located closer than 15 feet from the travelled portion of any road (except by permission of the Design Review Authority where said restriction would pose a special hardship on the unit owner).

(o) The Board of Directors of the Association of Unit Owners may adopt detailed rules and regulations for the use and enjoyment of the common areas and for the general governing of the project, consistent with, and not in conflict with, the provisions of this Section 9 and the By-Laws. All unit owners and their tenants and guests will strictly comply with said rules and regulations.

(p) The restrictions on permanent structures and permanent residential use described in subparagraphs (a), (c) and (m) above shall not apply to Unit 1-77. The owner of Unit 1-77 may occupy the unit on a permanent basis (to the extent permitted under the rules and required approvals of the New Hampshire Water Supply and Pollution Control Commission, Town zoning and other governmental rules).

(q) No clothes will be hung to dry in any unit except in (i) a manner and location which is not conspicuous from the road, or (ii) an area within the common area which may be designated by the Board of Directors of the Association for that purpose.

(r) To the extent that any unit is within a 200 foot radius of any well existing or to be located within any common area, that portion of said unit within said radius shall be subject to a protective easement to prevent the pollution of the water supply through surface or underground sources, said easement to exist so long as said well is used for a water supply system, and said easement area to be subject to the following restriction:

(i) No use of the easement area shall be permitted which directly or indirectly affects the quality or quantity of the water supply in a detrimental manner, including but not limited to disposal of industrial or domestic waste water, disposal of solid waste, application or storage of fertilizer, pesticides or other hazardous chemicals and gasoline or oil, and other uses which are determined by the New Hampshire Water Supply and Pollution Control Commission as being detrimental in this regard.

(ii) No such activities shall be permitted without written approval of the New Hampshire Water Supply and Pollution Control Commission.

The above described easement shall also apply to all areas within the common area which is located within said radius.

10. Enforcement of Restrictions. If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in this Declaration, in the By-Laws or in the rules of the Association of Unit Owners, the Association of Unit Owners may commence legal action against said person or entity or against the owners of any unit upon which such violation or attempts thereat are occurring, either to prevent or abate such violation, or to recover damages caused by such violation, or both. In the event of a successful prosecution, the Association of Unit Owners will be entitled to receive its costs, including reasonable attorney's fees, as part of its judgment against the defendant.

If the Association of Unit Owners shall fail to enforce any one or more of the covenants set forth in Section 9 of this Declaration or any rule contained in the By-Laws or any rules of the Association of Unit Owners after receiving written request to do so from any unit owner within the condominium, then any such unit owner may attempt to enforce said requirements by giving 10 days' prior written notice to the person violating them and followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

The failure by the Association of Unit Owners or any unit owner to enforce any of said rules shall in no event be deemed a waiver of the right to do so thereafter as to any other breach.

11. Casualty Insurance and Damage. The Board of Directors of the Association of Unit Owners, as a common expense, shall at all times keep all buildings and other improvements which in whole or in part comprise portions of the common areas insured against loss or damage by fire or other casualty by a master casualty policy with extended coverage in an insurance company authorized to do business in New Hampshire, in an amount as near as practicable to the full replacement cost thereof without depreciation or deduction, in the name of the Board of Directors as Trustee for all unit owners and mortgagees according to the loss or damages to their appurtenant common interest, and payable in case of loss to the Board of Directors or to a bank or trust company designated by the Board of Directors for the custody and disposition of the proceeds of such insurance. In the event of fire or other casualty loss, the insurance proceeds shall be used as soon as reasonably practicable by the Association, acting through the Board of Directors for rebuilding, repairing or otherwise reinstating the damaged structures and facilities in good and substantial manner according to

their original plan or such modified plans conforming to the laws and ordinances then in effect as shall be approved by the Board of Directors and the Association shall make up any deficiency in such insurance proceeds as a common expense. Every such policy shall provide as follows:

(a) The liability of the insurer will not be affected by any other insurance obtained by a unit owner, and the insurer will not claim any right of set off, counterclaim, apportionment, proration or contribution by reason of any other such insurance.

(b) The insurer will not be relieved from liability for loss occurring while the hazard to any insured property is increased, with or without the Board of Director's knowledge, or any loss due to any breach of warranty or condition or any other act or neglect by the Board of Directors or any unit owner or any other persons under either of them.

(c) The policy may not be cancelled except by not less than 30 days' prior written notice to the Board of Directors.

(d) A waiver by the insurer of any subrogation to any right of the Board of Directors, the Association or any unit owner against any of them or any other persons under them.

Notwithstanding the foregoing, if after damage or destruction of any structure within the common areas and before any commitments have been made by the Board of Directors to third parties for their repair or replacement, the Association determines, by annual or special meeting of the Association, duly called and held in accordance with the By-Laws, that the building or structure should not be rebuilt or replaced or that a different facility should be constructed or that the design should be substantially modified, the Board of Directors will follow the wishes of the Association in this regard.

Each unit owner will be responsible to insure any building, structures, vehicles or other property located within his or her unit (except those items which are deemed to be "common areas" as stated above).

12. Liability Insurance. The Board of Directors on behalf of the Association of Unit Owners, as a common expense, shall also effect and maintain at all times comprehensive general liability insurance by master liability policy (and individual vehicle policies) covering the Association of Unit Owners, its Board of

Directors, the managing agent (if any), all persons acting or who may act as agents or employees of any of the foregoing with respect to the condominium, all unit owners in the condominium and other persons entitled to occupy any unit or other portion of the condominium with an insurer authorized to do business in New Hampshire, with minimum limits of not less than \$500,000.00 for injury to one person, \$1,000,000.00 for injury to more than one person in any one accident or occurrence, and \$100,000.00 for property damage, or such higher limits as may be required by reasonable and prudent business standards.

13. Other Insurance. The Board of Directors may in its discretion effect and maintain on behalf of the Association of Unit Owners and as a common expense such other insurance as the Board of Directors or the Association shall deem desirable, including without limitation workmen's compensation.

14. Review of Insurance. The Board of Directors will review not less frequently than annually the adequacy of its insurance program and will, if requested by unit owners, report in writing the Board's conclusions and action taken to each owner, from time to time.

15. Sales. Declarant and any successor in interest as developer of the condominium and his agents and employees may maintain a sales office within any unit owned by Declarant or, at his option, within the building described on the Condominium File Plan as "Adult Recreational Building", "Children's Recreation Building", "Office", "Store" or "Shed." Said sales office may at Declarant's option be relocated from time to time among one or another of said buildings. In addition, Declarant and his successors, assigns and agents, as developer of the condominium, may enter onto and use all common areas of the condominium to conduct and promote sales of individual units, including the right to conduct advertising, place signs, use parking areas, erect temporary lighting, show the condominium to prospective purchasers and other reasonable sales efforts. All of Declarant's rights under this Section 15 shall continue until all units in the condominium have been sold to third parties. In exercising said rights, Declarant and his successors, assigns and agents will not unreasonably interfere with the rights of any unit owner to use, or have access to, his unit or the limited common elements appurtenant thereto. Upon the termination of said reserved rights, any signs or sales facilities located within any common area will be forthwith removed.

16. Alterations to the Condominium.

(a) Withdrawable Land. The Declarant hereby reserves the option to contract the condominium by withdrawing from the condominium all of the land described as "Parcel 2" on Exhibit A attached to this Declaration, which parcel is also shown as Phase III "Withdrawable Land" on the Condominium File Plan, subject to the following restrictions and provisions:

(i) Said option may be exercised by Declarant or Declarant's successors in interest at any time before the first to occur of any of the following:

The sale and conveyance to a condominium purchaser of an individual condominium site within said Withdrawable Land, as shown on the Condominium File Plan;

November 1, 1986; or

The termination, if any, of the condominium as a whole.

(ii) Said option may be exercised without the consent or approval of any unit owners.

(iii) The Withdrawable Land may not be withdrawn in increments. Upon exercise of this option, all of the "Withdrawable Land" will be withdrawn at one time.

(iv) This option does not apply to any of the land described as "Parcel 1" on Exhibit A attached to this Declaration, consisting of Phases I and II as described on the Condominium File Plan.

(v) Upon exercise of this option, the Declarant will file a notice to that effect (which may be in the form of a unilateral amendment to this Declaration) in the Cheshire County Registry of Deeds.

(vi) Upon exercise of this option, the Withdrawable Land shall no longer be a part of this condominium and the ownership of said land shall revert the Declarant or Declarant's successor in interest free and clear of all encumbrances, equities, easements and ownership structure created by this Declaration, the By-Laws or the Condominium File Plan, and free and clear of all rights, claims, ownership or any other interest of any kind of any owner of a condominium unit within Parcel 1 as described on Exhibit A to this Declaration (Phases I and II as shown on the Condominium File Plan), or of the Association of Unit Owners of the Condominium. Likewise, the owner of all or any portion of said withdrawn land and their successors in interest shall have no rights, claims, easements, ownership or any other interest in any portion of said Parcel 1 by virtue of the Declaration, By-Laws or Condominium File Plan, all condominium units and common areas within said Tract 2 having been eliminated from the condominium.

(b) Conveyance of Units to Association of Unit Owners. The Declarant and his successors in interest may at any time and from time to time deed any unit or group of units within any Phase of the project to the Association of Unit Owners. Upon the recording of the deed of conveyance in the Cheshire County Registry of Deeds, the Association will be deemed to be the owner of said deeded units for all purposes, and the Declarant will no longer be responsible for said unit's share of common expenses. Thereafter, the Association of Unit Owners, acting through its Board of Directors, may use, sell or otherwise dispose of said units in any manner they see fit, subject to the provisions of the By-Laws.

(c) Development in Phases. As shown on the Condominium File Plan, the Declarant intends to develop the condominium in phases, starting with Phase I. The Declarant will complete construction, as part of Phase I, of those buildings and facilities within the common areas of Phase I which are shown on the Condominium File Plan and which do not bear a legend indicating they will be built or completed within Phase II or Phase III. At any time, prior to the sale and conveyance to a condominium purchaser of any unit within Phase II, the Declarant may elect not to go forward with Phase II, in which event:

(i) The Declarant will deed to the Association of Unit Owners all of Declarant's interest in Phase II, including those of Units 2-1 through 2-102 in which Declarant has an interest, together with their undivided interest in the common areas, in the manner and with the results described in subparagraph (b) of this Section 16; and

(ii) Declarant will have no further obligation to construct any of the roads situated within Phase II or any of the buildings or other common facilities within Phase I or Phase II which are shown on the Condominium File Plan with the legend "To Be Completed With Phase II."

In the event the Declarant exercises the option to withdraw the "Withdrawable Land (Phase III)" as described in subparagraph (a) of this Section 16, the Declarant will thereafter have no further obligation to complete any of the buildings or facilities within the common areas of Phase I which are shown on the Condominium File Plan with the legend "To Be Completed With Phase III."

17. Amendment of Condominium Instruments. Except as otherwise provided herein or in the New Hampshire Condominium Act, Chapter 356-B:34 (as amended from time to time, or any successor statute) this Declaration, the By-Laws of the Association of Unit Owners or the Condominium File Plan may be amended by the affirmative vote of unit owners of not less than two-thirds of all units in the condominium, at a general or special meeting of the Association of Unit Owners, evidenced by an instrument setting forth the amendment, signed by either (a) the owners of not less than two-thirds of all units in the condominium, or (b) the President and Treasurer of the Association of Unit Owners, accompanied by a certification of vote by the Clerk or Secretary of the Association. Said amendment shall be effective when the instrument of amendment is recorded in the Cheshire County Registry of Deeds. No amendment to the condominium instruments shall change the boundaries of any unit, the undivided interest in the common areas appertaining thereto the liability for common expenses or the rights to common profits appertaining thereto, or the number of votes in the Association of Unit Owners appertaining thereto; except, however, that these restrictions shall not apply to amendments by Declarant prior to the first conveyance of a single unit to any third party.

18. Termination of Condominium. Termination of this condominium may occur only in accordance with the requirements of New Hampshire R.S.A. Section 356-B:33 or 34 as amended from time to time, or any successor statute.



19. Relocation of and Changes to the Pools. The Condominium File Plan shows two swimming pools. The Declarant reserves the right in his discretion to change the location of either or both of said pools to any other place within the common areas, and to change the size and shape of said pools and to determine what appurtenances will be provided, subject in all cases to the rules, regulations and necessary approvals of the New Hampshire Water Supply and Pollution Control Commission, the Division of Public Health Services, or both. The Declarant also reserves the right to relocate one or both of the pools to an area designated on the Condominium File Plan as one or more units, in which case the Declarant will deed said unit(s) to the Association of Unit Owners.

20. Joinders. Leroy F. Spear, Jr., owner of Units 2-90 and 2-91 and Ralph R. Niemela and Helen E. Niemela, owners of Unit 2-89 hereby join in this Amended Declaration and hereby acknowledge that their respective units and their appurtenant interests in the common elements of the condominium are hereby made subject to this Amended Declaration.

[Signature]  
Witness

[Signature]  
Raymond C. Green, Trustee of Woodbrook Trust

[Signature]  
Witness

[Signature]  
Leroy F. Spear, Jr.

[Signature]  
Witness

[Signature]  
Ralph R. Niemela

[Signature]  
Witness

[Signature]  
Helen E. Niemela

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

Personally appeared before me this 9 day of April, 1980, Raymond C. Green, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity stated and for the purposes therein contained.

[Signature]  
Notary Public

My commission expires: 2-23-84

STATE OF Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1980, by Leroy F. Spear, Jr.

William G. Gould  
~~Notary Public~~  
~~Commissioner of the Superior Court~~  
~~My commission expires:~~

STATE OF MA.

COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 1980, by Ralph R. Niemela and Helen E. Niemela.

Marjorie J. Puck  
~~Justice of the Peace~~  
Notary Public  
My Commission Expires  
May 17, 1985

## EXHIBIT A

Two certain parcels of land with the buildings thereon, situated in Fitzwilliam, County of Cheshire, State of New Hampshire, bounded and described as follows:

Parcel 1: (Tracts 1 and 3 as shown on the Condominium File Plan) Beginning at a granite post at the Northeast corner of Parcel 1 at the Southeast corner of land of Russell Goodwin, on the Westerly side of Route 12 in said Fitzwilliam, thence running in a Southerly direction along the Westerly side of said Route 12 a distance of approximately 631.31 feet to the Northeasterly corner of land of Joyce and Lewis Carrier; thence turning and running North  $81^{\circ} 28' 00''$  West along the Northerly boundary of said Carrier land 194.72 feet to a point; thence turning and running South  $02^{\circ} 35' 20''$  West along said Carrier land to a point; thence turning and running South  $01^{\circ} 46' 13''$  West along said Carrier land 297.76 feet to a point; thence turning and running in an Easterly direction along the Southerly boundary of said Carrier land to an iron pipe on the Westerly side of said Route 12; thence turning and running South  $03^{\circ} 40' 29''$  West along the Westerly side of said Route 12 a distance of 1,021.11 feet to an iron pipe at the Northeasterly corner of land of Samuel and Lenora Andreucci; thence turning and running North  $76^{\circ} 10' 20''$  West along the Northerly boundary of said Andreucci land a distance of 388.57 feet to an iron pipe; thence turning and running North  $76^{\circ} 08' 17''$  West, still along said Andreucci land a distance of 161.74 feet to an iron pipe; thence turning and running North  $75^{\circ} 56' 34''$  West, still along said Andreucci land a distance of 146.82 feet to an iron pipe at the edge of Sip Pond; thence turning and running North  $25^{\circ} 28' 50''$  West along the Easterly side of Sip Pond a distance of 145.83 feet to a point; thence turning and running in a Northwesterly direction along various courses and distances, following the Easterly side of Sip Pond to a point at land now or formerly of A. Depierrefu; thence turning and running North  $77^{\circ} 30'$  West along said Depierrefu land a distance of 1,363 feet, more or less, to land now or formerly of A. Betterioge; thence turning and running North  $13^{\circ}$  East along said Betterioge land a distance of 860 feet, more or less, to a point; thence turning and running South  $71^{\circ}$  East in part along land of Edward and Diana Gibbons, a distance of 1711 feet to a point which is the Southwesterly corner of Parcel 2; thence continuing in a Southeasterly direction along various courses and distances, following the Southerly boundary of Parcel 2 to a stone bound at the end of a stone wall at the Southeasterly corner of Parcel 2; thence turning and running in a Northerly direction along the Easterly boundary of Parcel 2 following said stone wall to a point at the Southwesterly corner of land of Russell Goodwin; thence turning and running in an Easterly direction through six granite posts, following the Southerly boundary of said Goodwin land to the point of beginning. Together with all appurtenant rights, if any exist, to the land within Sip Pond adjacent to Parcel 1 or between the shore of Sip Pond and Parcel 1.

EXHIBIT A

- 2 -

However the same may be otherwise bounded and described, Parcel 1 is the same premises, consisting of four separate parcels, conveyed by Woodbrook Camp For Boys, Inc. to Leroy F. Spear, Jr. by deed dated May 22, 1979, recorded in Cheshire County Registry of Deeds in Book 967, Page 586, and further conveyed to Declarant by Leroy F. Spear, Jr., by deed dated December 27, 1979, recorded in said Registry in Book 978, Page 743.

Parcel 2: (Tract 2 as shown on the Condominium File Plan) Beginning at a stone bound at the Southeast corner of Parcel 2, at a point in the Northerly boundary of Parcel 1 at a stone wall; thence running in a Northerly direction along said stone wall and along said Parcel 1 to a point which is the Southwesterly corner of land of Russell Goodwin; thence turning and running in a Northerly direction along said Goodwin land and along land of Justin and Mabel George, partly along a stone wall to a point at other land of Ralph and Helen Niemela; thence turning and running North 76° 36' 45" West along a stone wall and along said Niemela land a distance of 121.14 feet to a point; thence turning and running North 76° 04' 53" West, still along said Niemela land a distance of 1,325.27 feet to a corner in a fence at land now or formerly of Edward and Diana Gibbons; thence turning and running South 05° 53' 57" West along said Gibbons land a distance of 1,211.85 feet to a point at Parcel 1; thence turning and running South 73° 14' 44" East along the Northerly boundary of said Parcel 1 to a point; thence turning and running South 01° 37' 03" East along said Parcel 1 a distance of 69.22 feet to a point; thence turning and running South 80° 35' 37" East, still along the Northerly boundary of said Parcel 1 to a stone bound at the point of beginning. Together with a right of way connecting the Northeast corner of said Parcel 2 with the highway, and together with all appurtenant rights, if any exist, to the land within Sip Pond adjacent to Parcel 2 or between the shore of Sip Pond and Parcel 2.

However the same may be otherwise bounded and described, Parcel 2 is the same premises as the first parcel described in a deed of D. Reed Chaplain and Minnie C. Chaplain to Ralph R. Niemela and Helen E. Niemela, dated August 15, 1979, recorded in Cheshire County Registry of Deeds in Book 972, Page 007, and further conveyed to the Declarant by deed of Ralph R. Niemela and Helen E. Niemela, dated February 19, 1980, recorded in said Registry in Book 980, Page 877. Said Parcel 2 is hereby made subject to a perpetual right of way for vehicular and pedestrian ingress and egress for the benefit of, and to provide access for, the Niemelas and their successors in interest in the land abutting the Northerly boundary of said Parcel 2. The easement area shall be restricted to that area designated on the Condominium File Plan (Sheet 5) as "50' wide access to Route 12 by Right of Way Across George Property", see Vol. 326, P. 555, and the common land immediately adjacent thereto. Said easement shall run with the land and shall be binding on Declarant and Declarant's successors in interest in Parcel 2 in perpetuity.



A M E N D E D  
C O N D O M I N I U M

B Y - L A W S

WOODBROOK CAMP AND TENNIS CLUB  
(A Condominium)

AMENDED  
CONDOMINIUM BY-LAWS

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AMENDED  
CONDOMINIUM BY-LAWS

Woodbrook Camp and Tennis Club  
(a Condominium)

By-Laws dated this 27<sup>th</sup> day of December, 1979, executed by Raymond C. Green, Trustee of Woodbrook Trust, under Indenture of Trust, dated September 5, 1979, recorded in Cheshire County Registry of Deeds in Book 978, Page 733 (herein called, together with his successors in interest as developer of the condominium, the "Developer"), who is the "Declarant" under the Amended Condominium Declaration, Woodbrook Camp and Tennis Club, A Condominium, of even date herewith and to be recorded simultaneously herewith in the Cheshire County Registry of Deeds (herein called the "Declaration"). These By-Laws are adopted pursuant to the New Hampshire Condominium Act, R.S.A. Chapter 356-B:36, and these By-Laws shall apply to the Woodbrook Camp and Tennis Club as described and created by the Declaration and to all present and future owners, tenants and occupants of any units in the condominium and to all other persons who shall at any time use the condominium or any portion thereof. The mere acquisition or rental of any unit or the mere act of occupancy of any unit will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws shall run with the land and with each unit comprising the condominium and shall be binding thereon.

ARTICLE I

INTRODUCTORY PROVISIONS

1. Definitions. The terms used herein shall have the same meaning as given to them in the New Hampshire Condominium Act, R.S.A. Chapter 356-B, except as expressly otherwise provided herein, or the application of such meaning would be contrary to the clear intent of the statement. The term "common areas" means those areas designated in the Declaration as common areas and limited common areas. The term "condominium" shall include all units and common areas, including all improvements within the common areas and all easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the condominium, adopted by the Board of Directors as hereafter provided. The term "Owner" or "Unit Owner" means a person owning severally or as a co-tenant a unit and the common interest appurtenant thereto. The term "Association" means the Association of Unit Owners as described in these By-Laws and in the New Hampshire Condominium Act.

2. Conflicts. These By-Laws are intended to comply with the requirements of R.S.A. Chapter 356-B. In the event these By-Laws conflict with the provisions of said Chapter 356-B, as amended from time to time, or any successor statute, or with the terms of the Declaration, said law or the Declaration, as the case may be, shall control.

## ARTICLE II

### ASSOCIATION OF UNIT OWNERS

1. Membership. The government of the condominium shall be vested in its Association of Unit Owners. All Owners of units in the condominium shall constitute the Association. The Owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the unit ceases for any reason. The Board of Directors will keep an accurate and current list of Association members and their current addresses, and said list will be maintained at a place designed by the Board of Directors. The Association is incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of said corporation.

2. Voting. Each unit shall be entitled to one vote. Votes may be cast in person or by proxy by the respective Unit Owners. If any vote is to be cast by an executor, administrator, guardian, or trustee for a Unit Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record owner of the unit or is otherwise duly authorized. If a Unit Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the vote being cast) by the other or others, and in the case of such protest each co-owner shall be entitled to only a share of such vote in proportion to his or her share of ownership in such unit. If a Unit Owner is a corporation or other entity other than a natural person, the vote for that unit may be cast by any natural person having authority to execute deeds on behalf of the Unit Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast.

3. Proxies. A proxy in each case will be subject to the following requirements:

- (a) It must be dated.

(b) The signature of the person granting the proxy must be acknowledged before a Notary Public or Justice of the Peace.

(c) It will terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

(d) It will not be revocable except by actual notice of revocation to the person presiding over the meeting.

4. Quorum. The presence in person or by proxy of Unit Owners having 25% of the total authorized vote of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum the term "all Unit Owners" in this paragraph will not include units the title to which is held by the Association.

5. Majority Vote. The vote of a majority of units at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

6. Cumulative Voting. If not less than 48 hours prior to the time fixed for any meeting of the Association for the election of Directors, Owners of not less than 10% of the units (excluding units owned by the Association) shall deliver to any officer of the Association a request in writing that the election of Directors be by cumulative voting, then each Owner may cumulate his votes, and may cast for any one or more nominees to the Board of Directors a vote equivalent to the votes which such Owner is entitled to, multiplied by the number of Directors to be elected. Each Owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such a manner as he shall determine among any or all of the nominees, and the nominees receiving the highest number of votes on the foregoing basis, up to a total number of Directors to be elected, shall be deemed elected.

7. Place of Meetings. The meetings of the Association shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or any Officer of the Association.

8. Annual Meetings. The first annual meeting of the Association will be held as called by the Declarants or any of them. Thereafter, the annual meetings of the Association will be held on the second Tuesday in July of each year, or on such other date as may be set by the Board of Directors. At each annual meeting, the Board of Directors will be elected.

9. Regular Meetings. In addition to the annual meetings, the Board of Directors may by resolution establish regular meetings of the Association at regular intervals more frequently than annually.

10. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or of any two Directors, or upon written request of the Owners of not less than 20% of the units (excluding units owned by the Association) presented to the Secretary.

11. Notice of Meetings and Other Notices. The President or Secretary of the Association will give written notice of all meetings of the Association, by United States Mail (Return Receipt Requested, if required by law) to all Unit Owners of record at the address of their respective units or to such other addresses as any of them may have designated in writing to the President or Secretary. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed at least 21 days prior to the meeting. In the case of any special meeting, said notice shall be mailed not less than seven days prior to the meeting. Each notice will set forth the time, place and purpose or purposes of the meeting. Upon notice being given in accordance with the provisions hereof, the failure of any Owner of a unit to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. Any Unit Owner may waive any notice as to him or her.

12. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum has not attended, a majority of the votes of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

13. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call;
- (b) Notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Reports of committees;
- (g) Election of members of Board of Directors (when so required);
- (h) Unfinished business; and
- (i) New business.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualifications. The affairs of the condominium will be governed by a Board of Directors. The Board of Directors will consist of five persons, each of whom shall be an Owner or co-owner of a unit.

2. Compensation. The Board of Directors shall serve without compensation, except that a Director may be entitled to reimbursement for reasonable personal expenses incurred in pursuance of the Association's business, subject to any budget requirements or other conditions or limitations imposed by the Board of Directors or the Association.

3. Powers and Duties. The Board of Directors shall have all of the powers and responsibilities assigned by the New Hampshire Condominium Act, R.S.A. 356-B, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Board will have all of the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things accept as by law may not be delegated to the Board of Directors; subject to any limitations imposed by the Association itself. Said powers and duties shall include, but not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common areas.

(b) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas.

(c) To make or cause to be made additional improvements on and as part of the common areas (subject to Article VI, Section 2 below).

(d) To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium units conveyed to or acquired by the Association) in the name of and on behalf of the Association.

(e) To grant easements through the common areas and to accept easements benefiting the condominium or any portion thereof.

(f) The assessment and collection of the common expenses from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to R.S.A. Section 356-B:46, as amended from time to time, or any successor statute.

(g) The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, the common areas, or any portion thereof.

(h) The general regulation of use and operation of parking areas, including the governing of off-season storage of recreational vehicles.

(i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(j) Obtaining and administering insurance for the condominium as set forth in the Declaration.

(k) Repairing, restoring or replacing common areas after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws.

(l) Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws.

(m) The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas.

(n) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Board constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners. (Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Board by reason of said lien or liens.)

(o) The management of all personal property of the Association and provision for trash removal at the units.

(p) The regulation of commercial activities in the common areas as described in the Declaration.

(q) All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by Boards of Directors of associations of this kind.

4. Managing Agent. The Board of Directors may, in its discretion, employ, as a common expense of the condominium, a managing agent to assist it in managing the affairs of the condominium. The Board may delegate to said agent the authority for those items specified in subparagraphs (a), (b), (j) and (l) in the preceding paragraph 3. The Association or the Board in its discretion may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law.

The appointment and terms of compensation of the managing agent shall be submitted for approval by the Association, prior to the Board's committing the Association to a contractual relationship with said agent.

5. Election and Term of Office. Each of the Directors will be elected for a term which will end on the next following annual meeting of the Association at which Directors are elected (and thereafter until his or her successor shall have been elected by the Association in case of delay in the election of a successor).

6. Removal. At any regular or special meeting of the Association, any one or more of the members of the Board of Directors may be removed with or without cause by the Association and a successor may then and there or thereafter be elected for the remainder of the term to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

7. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member by vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Board (even though the members present at the Board meeting may constitute less than a quorum) and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose vacancy he filled. Death, incapacity or resignation by any Director or his ceasing to be an Owner or co-owner of a unit shall cause his office to become vacant.

8. Organization Meetings. The first meeting of the members of the Board of Directors following the annual meeting of the Association shall be held within 10 days thereafter, at a convenient time and place, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing that a majority of the whole Board shall be present thereat.

9. Regular Meetings. Regular meetings of the Board may be held at any such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors personally or by mail, telephone or telegraph at least 21 days prior to the date named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 10 days written notice by mail or 7 days notice given personally or by telephone to each member, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board will be called in like manner and on like notice on written request of at least two members of the Board of Directors.

11. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meetings of the Board. Attendance by a member of the Board at any Board meeting shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Quorum of the Board. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Directors may in its discretion obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums upon such bonds will be a common expense.

14. Liability and Indemnity of Board of Directors and Officers. The members of the Board of Directors and Officers shall not be liable to the Unit Owners for any mistake of judgment or otherwise except for their own individual negligence or willful misconduct. The Association of Owners will indemnify each Director and Officer of the Association against all costs, expenses and liabilities, including the amount of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses which may be incurred by or imposed upon him in



connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted, or threatened in which he may be involved as a party or otherwise by reason of his being or having been such Director or Officer, or by any reason of past or future action taken or authorized or approved by him or any omission to act as such Director or Officer, whether or not he continues to be such Director or Officer at the time of the incurring or imposition or such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he is liable by reason of his negligence or willful misconduct toward the Association in the performance of his duties as such Director or Officer. As to whether or not a Director or Officer was liable by reason of negligence or willful misconduct toward the Association in the performance of his duties as such Director or Officer, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each Director and Officer may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such Director and Officer.

#### ARTICLE IV

##### OFFICERS

1. Designation. The principal Officers of the Association will be the President, Vice President, Secretary and Treasurer, all of whom shall be appointed by the Board of Directors. The Board may appoint any other Officer or Officers which the Board in its judgment shall deem necessary or desirable. The President shall be a member of the Board of Directors. Other Officers may be, but are not required to be, members of the Board.

2. Election and Removal. Each Officer will be appointed by the Board to serve at the pleasure of the Board, and may be removed at any time by the Board, with or without cause.

3. Powers. The President shall serve as the chief executive Officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities.

The Secretary shall keep the minutes of the Association and of the Board of Directors and will give all notices of all meetings as provided by these By-Laws. Notwithstanding the foregoing, the Board of Directors may, in its discretion, delegate powers to, or limit the powers of, any of the Officers.

4. Execution of Instruments. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice President and by the Treasurer or Secretary.

#### ARTICLE V

#### INTERIM MANAGEMENT BY DEVELOPER

From and after the date of the recording of these By-Laws, the Developer will exercise all powers and responsibilities assigned by these By-Laws, the Declaration and by the New Hampshire Condominium Act to the Association of Unit Owners, the Board of Directors and the Officers until such time as he turns over said powers and responsibilities to the Unit Owners and the Association of Unit Owners shall have elected a Board of Directors. Said transfer of said powers and responsibilities shall in no event occur later than the first to occur of (a) the time at which the developer has completed the passing of title to third party purchasers of units to which are assigned a total of 75% of the undivided interest in the common areas, or (b) the expiration of two years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, the Board of Directors or the Unit Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of Unit Owners of a majority of the units in the Association of Unit Owners.

During the period in which the Developer shall act as the Board of Directors, the Developer shall also act as the Design Review Authority as described in paragraph 9 (m) of the Declaration and in these By-Laws.

ARTICLE VI

COMMON EXPENSES

1. Common Expenses. The Owner of each unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her interest in the common areas appurtenant to his or her unit (i.e. an equal share with every other unit). Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the condominium, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner) assessments, insurance, liability for loss or damage arising out of or in connection with the common areas or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities in the common areas, yard, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees, and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the common areas, and the cost of all water and utility services to the common areas. The common expenses may also include such amount as the Board of Directors may deem proper to make up any deficit in the common expenses for any current or prior year. The common expenses will also include all common expenses assessments against all Units, title to which is held by the Association.

2. Capital Improvements. Whenever in the judgment of the Board of Directors the common areas should be improved by new construction or alteration of existing facilities, the cost of which will be less than \$3,000.00, the Board of Directors may proceed with such work and shall assess all owners for the cost thereof as a common expense. Any such additions, alterations or new construction costing in excess of \$3,000.00 may be made by the Board of Directors only after obtaining approval of units (excluding units owned by the Association) holding not less than 50% of the undivided interests in the common areas. If such approval is so obtained; the cost thereof shall constitute a part of the common expenses.

3. Reserves. The Board of Directors may in its discretion assess as a common expense an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve or general replacement reserve, or both, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property

held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Board's discretion.

Any such reserve may be used at the discretion of the Board of Directors to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments therefor and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each unit even though not mentioned or described expressly in the instrument of transfer.

4. Expenses for Limited Common Areas. Common expenses relating to the limited common areas shall be charged to all Unit Owners as a common expense as provided in paragraph 6 of the Declaration.

5. Books. The Board of Directors will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours. The Board will not less frequently than annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year and the balances of the various accounts.

6. Enforcement. The Association of Unit Owners shall have a lien on every unit for unpaid assessments of common expenses levied against the unit, which may be applicable to said unit, in accordance with the provisions of the New Hampshire Condominium Act. Reference is made to R.S.A. Section 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights.

Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed. If a Unit Owner shall fail to pay his assessment when due, then he shall pay an additional assessment of \$10.00 for each such failure, and all delinquent assessments shall bear interest at the rate of 1-1/2% per month from the assessment due date:

7. Assessments. The Board of Directors shall determine the amounts and frequency of assessments for common expenses. In determining the amount, the Board of Directors shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Board has full discretion to levy the assessments on a monthly, quarterly, semi-annual or annual basis. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Board and paid by the Unit Owners as a special assessment or assessments.

8. Statement of Expenses. Any Unit Owner or purchaser of a unit having executed a contract for the sale or purchase of the unit shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that unit. Said request shall be in writing, directed to the President of the Association of Unit Owners or the Board of Directors. Such statement will be issued within 10 business days from the receipt of said request, and failure to do so may result in the lien for unpaid assessments being extinguished under R.S.A. Section 356-B:46 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association of Unit Owners, the Board of Directors and every other Unit Owner. The Board of Directors may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

ARTICLE VII

GENERAL PROVISIONS

1. Abatement of Violations. The violation of any rule or regulation adopted by the Board of Directors, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

(a) To enter the unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors and its agents (including but not limited to the Officers of the Association and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting Unit Owner.

2. Waiver. The failure of the Board of Directors or the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

3. Design Review Authority. The Design Review Authority will consist of a committee of three or more members which shall be appointed by the Board of Directors. The Board of Directors may at any time in its discretion appoint new members, remove or replace any member or members, with or without cause, and fill vacancies at will. Each member of the Design Review Authority will be an Owner or co-owner of a unit, and may or may not hold the position of Director or Officer of the Association. The Design Review Authority shall have all of the powers and duties set forth in Section 9 of the Declaration and, in addition, will have all the authority of an architectural control committee under the provisions of R.S.A. Section 356-B:42(c), as amended from time to time, or any successor statute.

4. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Owner, addressed to the Owner's address appearing on the records of the Board of Directors. Any notice given or mailed to one co-owner shall be presumed to have been properly given to any other co-owner, regardless of whether a separate notice was given or sent to said other co-owner.

5. Amendment. These By-Laws may be amended at any time upon compliance with the requirements of Section 16 of the Declaration, and any other or further restrictions imposed by the New Hampshire Condominium Act, as amended from time to time, or any successor statute.

Executed the day and year first above written.

Thomas Swick  
Witness

Raymond C. Green  
Raymond C. Green, Trustee  
of Woodbrook Trust

STATE OF New Hampshire

COUNTY OF Rockingham

Personally appeared before me this 27<sup>th</sup> day of December, 1979, Raymond C. Green, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity stated and for the purposes therein contained.

Thomas Swick  
Justice of the Peace  
Notary Public

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AMENDMENT OF CONDOMINIUM DECLARATION AND BY-LAWS

Woodbrook Camp and Tennis Club (A Condominium)

Amendment of Condominium Declaration and By-Laws, dated May 8, 1983. Reference is made to the Amended Condominium Declaration for the Woodbrook Camp and Tennis Club, dated April 12, 1980, recorded in Cheshire County Registry of Deeds in Book 982, Page 870 (the "Declaration") and the Amended Condominium By-Laws, dated December 27, 1979, recorded in said Registry in Book 973, Page 7(6 (the "By-Laws"). A special meeting of the Association of Unit Owners was held on May 8, 1983, at Woodbrook. Said meeting was duly called and held in accordance with the By-Laws.

Upon motion duly made and seconded, the following resolutions were adopted by the affirmative vote of unit owners holding not less than two thirds of all units in the condominium, said owners having been present and voting or duly represented by proxy:

I. **RESOLVED:** Article VI of the By-Laws is hereby amended by adding a new section to said Article as follows:

**\*9. Clarification of Allocations.** In light of the unforeseen prolonged development period of the condominium as a whole, the Board of Directors is directed to allocate certain expenses in accordance with the following list. The term "developed unit" means a condominium unit, in any phase of the condominium, which has been completed and is ready for sale or occupancy, and with respect to which the road, water supply and sewage disposal supply and electricity shall have been physically completed to and including the unit's frontage on the road abutting it.

(a) **Insurance.** The cost of all casualty insurance covering improvements and facilities comprising, or situated within, the common areas, shall be allocated among all units. Workman's compensation covering association employees and automobile liability insurance premiums will be allocated solely to the developed units. Premiums for all other liability insurance will be allocated between the developed units as a group and all other units as a group based on the insurer's good faith estimation of a proper and fair allocation based on the division of risks. If said allocation is impossible, each of said groups of units will carry their own liability insurance separately.

(b) **Maintenance Costs.** The Board of Directors is directed to separate all expenses of repairing, maintaining and cleaning the common areas and facilities into the following two categories: (i) costs necessitated primarily as a result of the use and occupation of the developed units, including but not limited to beach cleaning, cleaning of bath houses, mowing lawns, normal maintenance of pumps and sewage systems, plowing of roads, routine repair of normal wear and tear items in the buildings comprising the common facilities, and similar items; and (ii) the cost of unusual or infrequently recurring repairs and capital improvements having a substantial useful life. All costs falling in category (i) will be allocated solely to the developed units and all costs falling in category (ii) will be allocated to all units.



(c) Salaries. The costs of on-site maintenance personnel salaries and benefits will be allocated solely to the developed units. Personnel employed by and functioning under the direction of the Declarant are not common expenses and will be paid for by the Declarant.

(d) Electricity. The Board of Directors will use its best efforts to allocate the cost of providing electricity to the condominium in a manner best calculated to distribute those costs fairly. Within said standard, the following rules will apply: (i) as long as the Declarant has the primary use of the Office for sales, the electricity for the Office will be paid for solely by the Declarant; and (ii) the cost of electricity to the Adult Recreation Building, Children's Recreation Building, Bath Houses, and all other electrical costs will be allocated solely to the developed units.

As undeveloped units are completed and become "developed units" within the definition set forth above, the Board of Directors will periodically revise its budgeting and billing procedures so that the newly developed units will begin bearing their share of those costs properly allocated to the developed units as stated above. This shall be accomplished not less frequently than every calendar quarter or such other period, not less frequently than every three months, as the Board of Directors in its discretion shall determine."

II. RESOLVED: Section 9, subparagraph (d) of the Declaration is hereby amended by clarifying the definition of mobile home, so that the said subparagraph, as amended, reads as follows:

"(d) A mobile home is not permitted on any site. The owner of any recreational vehicle whose dimensions are in excess of 35 feet long by 8 feet wide in its normal travelling position must obtain written permission from the majority of the Board of Directors before said vehicle is permitted on any site."

III. RESOLVED: Said Section 9 of the Declaration is further amended by changing all reference to "six months" appearing in subparagraph (m) of said Section 9 to "twelve months", so that the Design Review Authority and the Association of Unit Owners may commence suit or other proceeding within twelve months after the completion of any structure.

The undersigned hereby certify that they are the President and Treasurer, respectively, of the Association of Unit Owners of Woodbrook Camp and Tennis Club, and that the foregoing resolution was validly and effectively adopted in accordance with the Declaration and By-Laws and in accordance with New Hampshire law, and is in full force and effect, upon the recording of this instrument in the Cheshire County Registry of Deeds.

Dated as of the date and year first above written.

Ronald Giacobbe  
Ronald Giacobbe, President

Mrs. Walter Figelski  
Mrs. Walter Figelski, Treasurer

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this 18<sup>th</sup> day of Sept, 1983, by RONALD GIACOBBE and  
MRS WALTER FIGELSKI

Beth Ann Fuesler  
Justice of the Peace  
Notary Public  
*My Commission Expires*  
*10/1/87*

Certificate of Secretary of Association of Unit Owners of Woodbrook Camp and Tennis Club

The undersigned hereby certifies that he is the Secretary of the Association of Unit Owners of Woodbrook Camp and Tennis Club and further certifies as follows:

1. A special meeting of the Association of Unit Owners was duly called and held in accordance with the By-Laws on May 8, 1983, at Woodbrook Camp and Tennis Club, Fitzwilliam, New Hampshire
2. A quorum was present and voting in person or duly represented by valid proxies;

AMENDMENT OF CONDOMINIUM DECLARATION AND BY-LAWS

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Woodbrook Camp and Tennis Club (A Condominium)

Amendment of Condominium Declaration and By-Laws, dated February, 1986. Reference is made to the Amended Condominium Declaration for the Woodbrook Camp and Tennis Club, dated April 12, 1980, and recorded in Vol. 972, Page 870 of the Cheshire County Registry of Deeds (hereinafter the "Declaration") as amended by an Amendment dated May 8, 1983 and recorded in Vol. 1049, Page 57 of the Cheshire Registry and the amended Condominium By-Laws dated December 27, 1979 and recorded in Vol. 978, Page 766 of the Cheshire Registry (hereinafter the "By-Laws") as amended by the Amendment dated May 8, 1983 and recorded in Vol. 1049, Page 57 of the Cheshire Registry. A special meeting of the Association of Unit Owners was held on May 19, 1985 at Fitzwilliam, New Hampshire. Said meeting was duly called and held in accordance with the By-Laws.

Upon motion duly made and seconded, the following resolutions were adopted by the affirmative vote of Unit Owners holding not less than two-thirds (2/3) of all units in the condominium, said owners having been present and voting or duly represented by proxy:

I. RESOLVED: Section 9, subparagraph (d) of the Declaration as amended by the Amendment dated May 8, 1983 and recorded in Vol. 1049, Page 57 of the Cheshire Registry is hereby amended by increasing the length of the recreational vehicle exempt from the requirement to obtain written permission from the .

majority of the Board of Directors before any such vehicle is permitted on any site so that the said subparagraph, as amended, reads as follows:

"(d) A mobile home is not permitted on any site. The owner of any recreational vehicle whose dimensions are in excess of 40 feet long by 8 feet wide in its normal traveling position must obtain written permission from the majority of the Board of Directors before said vehicle is permitted on any site."

II. Section 9, subparagraph (a) of the Declaration is hereby amended to permit the year round use of the units so that the said subparagraph as amended reads as follows:

"(a) No units shall be used as a permanent residence. Subject to any ordinance to the contrary of the Town of Fitzwilliam any unit may be used on a year round basis; provided that, from October 16 through April 30 no water or sewer service will be provided by the Association of Unit Owners."

III. RESOLVED: Section 9 of the Declaration is hereby amended by adding a new subsection (s) to said article as follows:

"(s) No Unit Owner shall erect any "for sale" or "for rent" signs on any unit."

The undersigned hereby certify that they are the President and Treasurer, respectively, of the Association of Unit Owners of Woodbrook Camp and Tennis Club, and that the foregoing resolutions were validly and effectively adopted in accordance with the Declaration and By-Laws and in accordance with New Hampshire law, and are in full force and effect upon the

recording of this instrument in the Cheshire County, New Hampshire, Registry of Deeds.

Witness our hands the day and year first above written.

Sharon A. Santy  
President  
Betty Figelski  
Treasurer

STATE OF NEW HAMPSHIRE COUNTY OF Suffolk

The foregoing was acknowledge before me this 18<sup>th</sup> day of March, 1986, by Sharon A. Santy, President.

Ulla K. Stickland  
Justice of the Peace  
Notary Public

My commission expires: 2/27/1992

STATE OF NEW HAMPSHIRE COUNTY OF Suffolk

The foregoing was acknowledged before me this 18<sup>th</sup> day of March, 1986, by Betty A. Figelski, Treasurer.

Ulla K. Stickland  
Justice of the Peace  
Notary Public

My commission expires: 2/27/1992

Ann Grant, Secretary of the Association of Unit Owners of Woodbrook Camp and Tennis Club, hereby certify that the foregoing is a true and correct copy of the Amendment of the Condominium Declaration and By-Laws duly voted upon as set forth therein.

Ann Grant  
Secretary