

## **INTEGRATED AMENDED CONDOMINIUM BY-LAWS\***

### **WOODBROOK CAMP AND TENNIS CLUB (A Condominium)**

**Located in Fitzwilliam, Cheshire County, New Hampshire**

**\*NOTA BENE:** The original condominium by-laws, entitled "Condominium By-Laws – Woodbrook Camp And Tennis Club (A Condominium)" ("Orig. By-Laws."), are dated 09/07/1979, & is recorded in Cheshire County Registry of Deeds ("CCRD") Vol. 973, Pg. 269. Said Orig. By-Laws were amended by document entitled "Amended Condominium By-Laws" ("1<sup>st</sup> Amend. By-Laws."), dated 12/27/1979, recorded in CCRD Vol. 978, Pg. 766. Subsequently, said 1<sup>st</sup> Amend. Dec. have been amended as follows:

CCRD Vol. 1049, Pg. 57 et seq.;  
CCRD Vol. 1350, Pg. 93 et seq.; &  
CCRD Vol. 1575, Pg. 349 et seq.

**This document is intended to reflect the 1<sup>st</sup> Amend. By-Laws. as subsequently amended through and including the last amendment listed above with all amendments integrated in this document as well as amendments adopted at the 2012 Annual Meeting. See fn. 1 infra.**

**The current applicable condominium declaration entitled "Integrated Amended Condominium Declaration" is dated 08/19/2012, & is recorded in CCRD Vol. 2825 Pg. 202.**

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**INTEGRATED AMENDED CONDOMINIUM BY-LAWS****Woodbrook Camp and Tennis Club (A Condominium)**

Integrated Amended Condominium By-Laws<sup>1</sup> dated as of this 19<sup>th</sup> day of August, 2012 ("By-Laws") adopted by the Association of Unit Owners of the Woodbrook Camp and Tennis Club (A Condominium) ("Association") acting pursuant to §17 of the Amended Condominium Declaration dated 04/12/1980, and recorded in Cheshire County Registry Of Deeds ("CCRD") Vol. 982, Pg. 870, as amended as follows: CCRD Vol. 993, Pg. 262 *et seq.*; CCRD Vol. 1049, Pg. 57 *et seq.*; CCRD Vol. 1143, Pg. 147 *et seq.*; CCRD Vol. 1285, Pg. 420 *et seq.*; CCRD Vol. 1420, Pg. 122 *et seq.*; & CCRD Vol. 1575, Pg. 349 *et seq.*, as further amended by the Integrated Amended Condominium Declaration dated as of the 19<sup>th</sup> day of August, 2012 ("Declaration"), to be recorded herewith in said Registry. 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 (A Condominium) ("Woodbrook") and the Property, both as described and created by the Declaration and to all present and future owners, tenants, and occupants of any units in Woodbrook and to all other persons who shall at any time use any portion of Woodbrook. The mere acquisition and/or rental of any unit and/or the mere act of occupancy of any unit will signify that these By-Laws are accepted, ratified, and will be complied with by such acquiring party, renter, and/or occupant. These By-Laws shall run with the land and with each unit of Woodbrook and shall be binding thereon. These By-Laws supersede any previous by-laws adopted by the Association.

**ARTICLE I****INTRODUCTORY PROVISIONS**

1. **Definitions.** The terms used herein shall have the same meaning as given to them in the Declaration and/or 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 provision in which the term is used. The term "Common Areas" means those areas designated in the Declaration as common areas and/or as limited common areas. The term "Condominium" shall include all Woodbrook 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 "Condominium Documents" means those documents designated as such in the Declaration. 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 provided for in the Condominium Documents. 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 of the Condominium. The

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<sup>1</sup> See Certification Regarding Amendment To Condominium Declaration & By-Laws Of The Woodbrook Camp and Tennis Club (A Condominium) dated 06/29/2013 recorded herewith.

term "Common Expense" means the expenses identified in Art. V, §1 *infra* or as otherwise included as a Common Expense in these By-Laws.

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 the Association. All Unit Owners shall constitute the Association. Every Unit Owner, 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 designated by the Board. Unit Owners shall be responsible for notifying the Board when a change occurs, such as a change in lot ownership, mailing address, *etc.* The Association is incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of the Association.

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) A proxy in each case will list the name of the person who is to vote and be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person.

(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 Condominium Documents 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 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 annual meeting 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, election of Directors whose terms have expired will be held.

9. Regular Meetings. In addition to the annual meetings, the Board of Directors may by resolution establish regular meetings of the Association at 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 First Class United States Mail 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. Any Unit Owner who attends an Association meeting shall be conclusively deemed either to have waived notice of such meeting and/or to have waived any claim that there was a defect in the notice for such meeting in any of the following circumstances:

(a) The Unit Owner attends the meeting, irrespective of whether the Unit Owner participates in the meeting, and does not note the Unit Owner's objection to the lack of notice at the commencement of the meeting before any substantive business is transacted;

(b) The Unit Owner attends the meeting, irrespective of whether the Unit Owner participates in the meeting, and does not note the Unit Owner's objection to the form of the notice at the commencement of the meeting before any substantive business is transacted; or

(c) The Unit Owner attends the meeting, irrespective of whether the Unit Owner participates in the meeting, and does not note the Unit Owner's objection to consideration of an issue which is about to be addressed immediately upon the issue being presented to the meeting.

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 24 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) Unfinished business;
- (h) New business; and
- (i) Election of members of Board of Directors (when so required).

An order of business may be taken out of order if such a motion is passed by a majority vote of the owners in attendance.

### ARTICLE III

#### BOARD OF DIRECTORS

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

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 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. Chapter 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 Woodbrook and may do all such acts and things except those which legally cannot be delegated to the Board; 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 V, §2 *infra*).

(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 Expense from the Unit Owners, and the enforcement of liens to secure unpaid assessments, pursuant to R.S.A. 356-B:46, as amended from time to time, or any successor statute or take other actions to protect the interest of the Association.

(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. The adoption of a system of fines for the violation of the Condominium



Documents. Said fines, if unpaid, shall be deemed assessments which may be collected and enforced as unpaid assessments pursuant to RSA 356-B:46 as amended from time to time or any successor statute.

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

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

(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 these By-Laws.

(l) Procuring legal, accounting, and other services necessary or proper in the operation of the Condominium, the Association, or the enforcement of Condominium Documents.

(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, including reasonable attorney's fees, 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 Condominium Documents, permitted by law or enjoyed by board of directors of associations of this kind.

4. Managing Agent. The Board of Directors may, in its discretion, employ, as a Common Expense, 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 Article III, §3 *supra*. 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. Beginning at the August 1996 Annual Meeting one director will serve a three year term, two directors for a two year term, and two directors for a one year term and such staggered terms will continue.

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 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 thereof.

9. Regular Meetings. Regular meetings of the Board of Directors 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 shall be given to each member of the Board personally or by mail, telephone, facsimile, or electronic mail at least 2 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 2 days notice given personally, or by telephone, facsimile, or electronic mail 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.

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 of Directors, 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 there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned 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 and or Insurance. The Board of Directors may in its discretion obtain adequate fidelity bonds and or insurance for all officers and employees of the Association handling or responsible for Association funds. The premiums upon such bonds and or insurance will be a Common Expense.

14. Liability and Indemnity of Board of Directors and Officers. The members of the Board of Directors and Officers of the Association shall not be liable to the Unit Owners for any mistake of judgment or otherwise except for their own individual gross negligence or willfully, misconduct. The Association shall 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 of 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 gross negligence or willfully, 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 gross negligence or willfully, misconduct toward the Association in the performance of his duties as such Director or Officer, then 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. 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. 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 of Directors 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 Vice-President shall preside in the absence of the President. In absence of President, Vice-President shall assume all duties and responsibilities of the President, until the President is able to resume his/her duties.

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 may, in its discretion, delegate powers to, or limit the power 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

### COMMON EXPENSES

1. Common Expenses. Each Unit Owner 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 – with all of the aforesaid jointly “Common Expense”.

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 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 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 Expense. Should an emergency situation occur involving the common areas, the Board of Directors is authorized to spend up to \$10,000.00 to remedy said emergency and must issue timely notification of the complete nature and cost of the repair to all unit owners.

3. Reserves. The Board of Directors may in its discretion assess as a Common Expense an amount or amounts on a monthly basis or other basis such as semi-annually 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 Expense. 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 therefore 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. Any expenses relating to the Limited Common Areas shall be charged to all Unit Owners as a Common Expense as provided in Declaration §6.

5. Books. The Board of Directors will maintain books of account for the expenses for the common areas, general operating reserves and replacement reserves, and any other Common Expenses 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. 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 ½ % per month from the assessment due date. An administrative charge of \$50 per month shall be added to each assessment beginning thirty days after the due date of each assessment. All of the aforesaid to be added onto and constitute an additional portion of the lien under this Art. V, §6.

The Board of Directors may terminate a unit owner's common privileges and cease supplying the unit with any and all services normally supplied or paid by the Association pursuant to the provisions of NH RSA 356-B:46 IX (nonpayment of condominium assessments) including any amendments or modifications thereto.

7. Assessments. The Board of Directors shall determine the amounts and frequency of assessments for Common Expense. In determining the amount, the Board 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 Expense 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 or to 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. 356-B:46 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association, the Board, and every other Unit Owner. The Board 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 VI

### GENERAL PROVISIONS

1. Abatement of Violations. The violation of any provision of the Condominium Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Condominium Documents:

(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;

(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.

(c) To levy fines for said violation or violations in accordance with a written fine system to be issued and amended from time to time by the Board of Directors and to collect and enforce said fines as set forth in Article III, §3(g) *supra*, which gives the Board the authority to impose a fine, have the fine attain the status of an additional assessment if unpaid, have the additional assessment become a lien if unpaid, and have the lien enforced, perfected, and collected.

2. Waiver. The failure of the Board of Directors or of the Association to insist in any one or more instances upon strict performance of or compliance with any of the provisions of the Condominium Documents, or to exercise any right or option therein 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 provision or option or right, but such provision or option or right shall continue and remain in full force and effect.

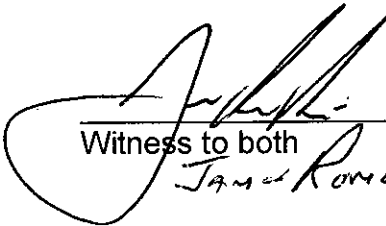
3. Design Review Board. The Design Review Board will consist of a committee of three or more members which shall be appointed by the Board of Directors. The Board of Directors may at any time in its discretion appoint new members, remove or replace any member or members, with or without cause, and fill vacancies at will. Each member of the Design Review Board 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 Board shall have all of the powers and duties set forth in Declaration §§9(m) & 9(n) and, in addition, will have all the authority of an architectural control committee under the provisions of R.S.A. 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 First Class United States mail, 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 conclusively 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 Declaration §15.

**In Witness Whereof**, the Association President & Association Treasurer have both set their hands hereto as of this 19<sup>th</sup> day of August, 2013.

**Association of Unit Owners of the  
Woodbrook Camp and Tennis Club  
(A Condominium)**

  
Witness to both  
*James Romanowski*

By:   
Kathleen Caruso, Its President

By:   
Roderick J. Kreimeyer, Its Treasurer

