

INTERGRATED AMENDED CONDOMINIUM DECLARATION*

WOODBROOK CAMP AND TENNIS CLUB (A Condominium)

Located in Fitzwilliam, Cheshire County, New Hampshire

***NOTA BENE:** The original condominium declaration, entitled "Condominium Declaration" ("Orig. Dec."), is dated 09/07/1979, & is recorded in Cheshire County Registry of Deeds ("CCRD") Vol. 973, Pg. 252. Said Orig. Dec. was amended by document entitled "Amended Condominium Declaration" ("1st Amend. Dec."), dated 12/27/1979, recorded in CCRD Vol. 978, Pg. 745. Said Orig. Dec. & said 1st Amend. Dec. were amended by document entitled "Amended Condominium Declaration" ("2nd Amend. Dec.") dated 04/12/1980, recorded in CCRD Vol. 982, Pg. 870. Said 2nd Amend. Dec. amended said Orig. Dec. & said 1st Amend. Dec., respectively, by superseding them in their entirety. Subsequently, said 2nd Amend. Dec. was 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.

This document is intended to reflect the 2nd Amend. Dec. 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 held 08/19/2012. See fn. 1 & 2 infra.

SEE ALSO original condominium file plan entitled "Condominium Site Plan for Woodbrook Camp and Tennis Club, A Condominium, Fitzwilliam, New Hampshire" ("Orig. Plan"), dated 07/29/1979. Said Orig. Plan was amended by plan entitled "Amended Condominium File Plan" ("1st Amend. Plan"), revised 12/15/1979, recorded in CCRD at Cab. 2-142 et seq. Said Orig. Plan & said 1st Amend. Plan was amended by plan entitled "Amended Condominium File Plan" ("2nd Amend. Plan" or "Condominium File Plan" per 2nd Amend. Dec., as amended), revised 04/04/1980, recorded in CCRD at Cab. 2-172 et seq. Said 2nd Amend. Plan amended said Orig. Plan & said 1st Amend. Plan, respectively, by superseding them in their entirety.

Subsequently, said 2nd Amend. Plan has been amended as follows: CCRD Vol. 993, Pg. 262 et seq.; see CCRD Cab. 3-59

TABLE OF CONTENTS

	<u>Page No.</u>
Recitals.....	3
1. Name of Condominium.....	4
2. Location.....	4
3. Description of Property.....	4
4. Division of Property.....	4
5. Common Areas.....	4
6. Limited Common Areas.....	5
7. Allocation of Undivided Interests.....	5
8. Easements.....	5
9. Use of Condominium and Each Unit.....	6
10. Enforcement of Restrictions.....	13
11. Casualty Insurance and Damage.....	13
12. Liability Insurance.....	14
13. Other Insurance.....	14
14. Review of Insurance.....	14
15. Amendment of Condominium Instruments.....	15
16. Termination of Condominium.....	15
17. Miscellaneous.....	15

INTEGRATED AMENDED CONDOMINIUM DECLARATION**Woodbrook Camp and Tennis Club (A Condominium)**

Integrated Amended Condominium Declaration, dated as of this 19th day of August, 2012¹, 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.*

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 Declaration², 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 Plan³ 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-Laws⁴, dated December 27, 1979, recorded in Cheshire County Registry of Deeds in Book 978, Page 766⁵ 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

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

² As noted on the Cover Sheet hereof & fn. 1 *supra*, the Orig. Dec., the 1st Amend. Dec., & the 2nd Amend. Dec. (see Cover Sheet hereof for definition), have been amended. See Cover Sheet hereof for the amendment history.

³ As noted on the Cover Sheet hereof, the Orig. Plan, 1st Amend. Plan, & 2nd Amend. Plan (see Cover Sheet hereof for definition), have been amended. See Cover Sheet hereof for the amendment history.

⁴ Subsequently, said amended by-laws 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.*

⁵ 2nd Amend. Dec. erroneously referred to pg. 769. The amended by-laws commence on pg. 766.

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 the Condominium File Plan.

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" 181 separate condominium campsites in two separate phases, numbered consecutively as follows:

Phase I: 1-1 through 1-100; &
Phase II: 2-1 through 2-102.

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 §1 *supra*, 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 restrooms, 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. 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, 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 easements

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) Sub§ Deleted, but numbering retained.

(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 ("Board of Directors"), 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 benefitting 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 repair 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 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 §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. Continuous use of units is permitted from April 15 through October 15 of each year. Continuous use of units is strictly forbidden from October 16 through April 14. From October 16 through April 14, occasional non-continuous use of units is permitted. From October 16 through April 14, no water or sewer service shall be provided to any unit. "Continuous use" shall be defined as occupying the unit for eight (8) or more nights within a 30-day calendar

period. Any unit owner violating the terms of this provision shall be assessed a fine in the amount of fifty dollars (\$50.00) per night for each night the unit is occupied on a continuous use basis during the time period from October 16 through April 14. Said assessment shall be collected by the Association of Unit Owners and, if unpaid, shall constitute a lien against the unit to be enforced and collected in accordance with RSA 356-B:46, as amended from time to time, and any successor statute, describing the enforcement of the Association's lien rights. Said fifty dollars (\$50.00) per night of violation assessment shall be in addition to any and all other remedies available to the Association for violations of the Condominium Documents.

None-the-less, neither tenants of unit owners nor guests of such tenants shall use units from October 16 through April 14.

(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. Commercial Activities shall not be permitted unless approved by the Board of Directors and shall not violate any state, federal, or municipal law or regulation.

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

(i) Tents, tent trailers, or campers.

(ii) Screen houses, porches, decks, platforms, and other structures (jointly "Appurtenant Structures") consistent with seasonal use, and appurtenant to (but not necessarily physically attached to) the Recreational Vehicle (see §9(d) *infra*) or tent, tent trailer, or camper on the unit, subject in each case to the following: a) prior, written approval of the Design Review Board (see §9(m) *infra*); b) compliance with By-Laws §___; and c) compliance with all applicable state, federal, or municipal laws and/or regulations.

(iii) Furniture and other moveable personal property, used in connection with the occupancy and enjoyment of the unit.

(iv) Small structures for accommodating dogs and cats or for storing personal property, subject in each case to the prior written approval of the Design Review Board (see §9(m) *infra*); and the Condominium Documents.

The Board of Directors may grant temporary approval for self-propelled motor homes or campers, tent trailers, or tents; permanent placement of such is prohibited.

(d) "Recreational Vehicle", as defined hereinafter, shall be allowed on a unit. "Recreational Vehicle" means: (i) a vehicle built upon a single chassis; (ii) not exceeding 400 square feet when measured at the largest, exterior horizontal projection;

(iii) designed to be self-propelled or permanently towable by a light duty truck; (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use; and (v) all contained upon a single floor or level – with no second floor or full height loft; provided however, a so-called “Park Model” shall be allowed so long as the loft is not full height. In Phase I, a Park Model shall be allowed on any lot. In Phase II, each lot must have one Park Model – excepting on Units 2-69, 2-70, 2-85, 2-88, 2- 98, and 2-99, on which units placement of a Park Model is optional.

(e) Only one tent trailer, camper, or Recreational Vehicle shall be permitted on a unit. This restriction does not apply to free standing tents. The Board of Directors, in its sole discretion, may grant temporary approval for additional tent trailers, campers, or Recreational Vehicles; provided however, permanent placement of more than one such item is prohibited.

(f) Charging or recharging of electric vehicles such as electric cars or electric trucks, excepting golf carts, is not permitted.

(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 Board of Directors 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 lend or rent the owner’s unit, provided that each such owner shall be responsible for the conduct of the unit owner’s guests, tenants, and guests of the tenants. If a unit owner’s guest, tenant, or guest of a tenant fails to abide by the Condominium Documents, then the unit owner, upon the request of

the Board of Directors (or any officer of the Association of Unit Owners), immediately shall remove such guest, tenant, or guest of a tenant, as the case may be, from the Property, without compensation for lost rentals or any other damage resulting therefrom.

Neither tenants of unit owners nor guests of such tenants shall use units from October 16 through April 14.

(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 hindrance 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 tent, tent trailer, camper, Recreational Vehicle, Appurtenant Structure, building, structure, wall, or fence (jointly "Improvements") either shall be placed, erected, maintained, or used on a unit unless the Design Review Board (as hereinafter defined) shall have first provided written approval of same (including the location, dimensions, and specifications of such Improvements). Prior written Design Review Board approval shall be required before any addition, change, or alteration (jointly "Alterations") of any Improvement is commenced (including the location, dimensions, and specifications of such Alterations). No unit (or any part thereof) shall be excavated, filled, or graded (jointly "Excavations") without the prior written approval of the Design Review Board (including the location, dimensions, and specifications of such Excavations). Any such Improvements, Alterations, and/or Excavations shall comply with all applicable state, federal, or municipal laws and/or regulations. Except as provided in the By-Laws to the contrary, the Design Review Board shall consist of a committee of at least 3 persons – as appointed pursuant to the By-Laws.

(i) Prior approval of the Design Review Board approval, under §9(m) *supra*, shall not be required for the following:

(a) the placement of tents, tent trailers, campers, or Recreational Vehicles; provided however if any of the aforementioned are not completely commercially manufactured; or are modified (in any way, in whole or in part) subsequent to the original commercial manufacture (excluding routine maintenance) by anyone other than a commercial manufacturer or a commercial dealer; or are either "homemade" or "home customized" (in any way, in whole or in part), then prior Design Review Board approval shall be required;

(b) the installation of walkways, gardens, plantings, or common landscaping; provided however, if any of the aforesaid (i) shall affect the

natural water flow from the unit; or (ii) shall include either a screen house, porch, deck, platform, wall, or fence, then prior Design Review Board approval shall be required;

(ii) In reviewing applications under §9(m) *supra*, the Design Review Board shall not unreasonably withhold approval.

(iii) The Design Review Board shall not approve any application that violates any of the Condominium Documents – including such regulations as may be adopted by the Board of Directors (“DRB Regulations”). The Board of Directors shall have the authority to adopt such DRB Regulations governing Improvements, Alterations, Excavations; other activities upon a unit that requires Design Review Board approval or that is subject to the review of the Design Review Board; and activities on the unit that are governed by the Condominium Documents (jointly “Restricted Actions”). Such DRB Regulations can include provisions regarding the timing of such Restricted Actions; inspections by the Design Review Board – both during and upon completion of Actions; the size, height, dimensions, and/or locations, of such Restricted Actions; and/or the aesthetics of such Restricted Actions (including, but not limited to exterior color).

(iv) The Design Review Board shall condition any approval upon the unit owner securing the written approval of all applicable state, federal, or municipal laws and/or regulations and providing written proof of same to the Design Review Board prior to commencing work. The Design Review Board shall have authority to attach additional, reasonable written conditions upon any such approval including, but not limited to, the following: “Dig Safe” certification, erosion controls, site conditions during the work, and limitations upon equipment in order to protect the underground improvements, the trees and vegetation, and/or the Limited Common Areas, common areas, and roads.

(v) The Design Review Board shall not approve any application that, in the reasonable discretion of the Design Review Board, is likely to result in Improvements, Alterations, or Excavations that are out of harmony with the rest of the Property.

(vi) The Design Review Board shall have the authority to adopt forms and procedures to implement its authority and to insist upon the use of same in acting upon its authority.

(viii) The Design Review Board shall have the authority to require that applications be accompanied by such plans, data, details, and/or specifications that the Design Review Board believes reasonably to be necessary in order to review the application – including the authority to require additional details after the initial submission of the application as may be necessary for the Design Review Board adequately to review the application.

(ix) Although trees and vegetation may have to be cleared from units in order to make them useable, all unit owners none-the-less shall use due care in either cutting or pruning trees and vegetation -- it being desirable to preserve the wooded and shrubbed nature of the whole site to the extent practical. The Design

Review Board, the Board of Directors (or any 2 members of same – whether on the same board or not) shall have the authority immediately to stop unnecessary and/or indiscriminate cutting or pruning of mature trees and/or shrubs (“Cutting Stop Order”). If such Cutting Stop Order is issued by less than a quorum of the applicable board or by members of differing boards (without a quorum of either board), then the Design Review Board shall review the matter within 7 days of issuance of such Cutting Stop Order – failing which review, the cutting or pruning can resume.

(x) If the Design Review Board fails to act either within 30 days of the date that a full and complete application (including all specifications required by the DBR Regulations and/or the Design Review Board (“Completed Application”)) is submitted to the Design Review Board between the dates of XXX and YYY or within 90 days of the date a Completed Application is submitted to the Design Review Board between the dates of YYY and XXX, then the Board of Directors, upon the written request of the applicant, shall consider the application – in which case the Board of Directors shall act as the Design Review Board. In such an event, the Directors shall promptly consider the application – taking into account that Board of Directors might not meet regularly between October 16 and April 14.

(xi) If the Board of Directors fails to commence an equitable action to abate a violation of §9(m) *supra* within 2 years of “substantial completion” of such Restricted Actions, then the Board of Directors shall not thereafter have the authority to commence such abatement action. For purposes of this §9(m)(xi), “substantial completion” means the latter of the following: issuance of a “Certificate of Occupancy” by the applicable Fitzwilliam, New Hampshire municipal board or official; or the entire scope of the work (of which the Restricted Actions constitute a part) being substantially, practically, and materially complete. If the Board of Directors give written notice to the unit owner of the imposition of fines and/or assessments that are imposed for any violation of the Condominium Documents (including, but not limited to a violation of §9(m) *supra*) within 2 years of “substantial completion” of such Restricted Actions, then the provisions of this §9(m)(xi) shall not prevent the Board of Directors from either imposing and/or collecting fines (as well as fines treated as assessments) either administratively and/or judicially and/or from collecting attorney’s fees and costs in any litigation brought by the Board of Directors in order to collect such fines and/or assessments. The provisions of this §9(m)(xi) shall not prevent the Board of Directors from judicially seeking either to enforce any other provision of the Condominium Documents; and/or to enjoin a violation of any other provision of the Condominium Documents. The provisions of this §9(m)(xi) shall not prevent the Board of Directors from seeking to abate a violation of §9(m) *supra* in the event of any of the following:

(a) if the unit owner does not submit a Completed Application for the Restricted Actions to the Design Review Board prior to commencing such Restricted Actions;

(b) if the Restricted Actions are either hidden, surreptitiously conducted, and/or conducted (in whole or in part) between October 16 and April 14;

(c) if the unit owner does not allow the Design Review Board to inspect the Restricted Actions either while being done or upon completion thereof; and/or

(d) if any of the Restricted Actions take place subsequent to the inspection of the Design Review Board that is conducted after the unit owner advises that the work is complete.

(n) No portion of any vehicle or structure listed in §9 (c) will be located closer than 15 feet from the travelled portion of any road (except by permission of the Design Review Board where said restriction would pose a special hardship on the unit owner).

(o) The Board of Directors may adopt detailed rules and regulations for the use and enjoyment of the common areas and for the general governing of the Property, consistent with, and not in conflict with, the provisions of this §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 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 will 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.

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

10. Enforcement of Restrictions. If any person or entity shall violate or attempt to violate any of the rules or restrictions set forth in the Condominium Documents, then the Board of Directors, acting on behalf of the Association, 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, and/or to recover damages caused by such violation, and/or to recover fines and/or assessments imposed by the Board of Directors as a result of such violation, or any combination of the aforesaid. 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.

If the Board of Directors shall fail to enforce any provision of the Condominium Documents 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 Board of Directors 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, 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.

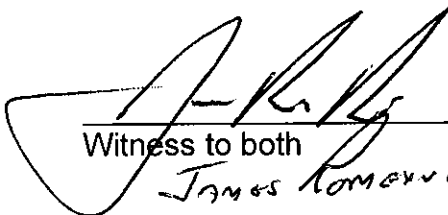
15. Amendment of Condominium Instruments. Except as otherwise provided herein or in the New Hampshire Condominium Act, Chapter 356-B:34 (as amended from time to time, or any successor statute) this Declaration, the By-Laws of the Association of Unit Owners or the Condominium File Plan may be amended 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.

16. 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.

17. Miscellaneous. Any issue not covered by the Woodbrook Amended Declaration or Amended By-Laws is not permitted unless approved by the Board of Directors or a vote of the annual meeting by the necessary percentage of unit owners as required.

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

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


Witness to both
James Romero

By: 
Kathleen Caruso, Its President


By: 
Roderick J. Kreimeyer, Its Treasurer

EXHIBIT A**INTERGRATED AMENDED CONDOMINIUM DECLARATION*****WOODBROOK CAMP AND TENNIS CLUB (A Condominium)***

Two certain parcels of land, together with the buildings thereon and improvements thereto, situated in **FITZWILLIAM**, Cheshire County, New Hampshire, bounded and described as follows:

Parcel 1: (Tracts 1 & 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° 28' 00" West along the Northerly boundary of said Carrier land 194.72 feet to a point; thence

Turning and running South 02° 35' 20" West along said Carrier land to a point; thence

Turning and running South 01° 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° 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° 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° 08' 17" West, still along said Andreucci land a distance of 161.74 feet to an iron pipe; thence

Turning and running North 75° 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° 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° 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° East along said Betterioge land a distance of 860 feet, more or less, to a point; thence

Turning and running South 71° East in part along land of Edward and Diana Gibbons, a distance of 1,711 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 al 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.

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 to be recorded in the Cheshire County Registry of Deeds.

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. 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, Page 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.

