

**ALPINE VILLAGE CONDOMINIUM ASSOCIATION
2000 AMENDMENTS**

(Please place with your condominium documents.)

- 1.) Section 14-100 is hereby amended by adding thereto the following:

“The Association, through its Board of Directors, shall have the authority to levy fines upon owners who violate the provisions of this Declaration, the By-Laws and/or the Residency Regulations, and collection of any such fines may be accomplished in the same manner as the collection of assessments. The unit owners’ association shall be entitled to all costs and attorney’s fees incurred in any proceeding under RSA 356-B:15 I, it being the intention of this provision to specifically adopt the provisions of RSA 356-B: 15 II.”

- 2.) Section 10-300 is hereby amended by adding thereto the following:

“Notwithstanding any law, rule or provision of the Condominium Declaration, By-Laws or Residency Regulation to the contrary, the unit owners’ association does hereby adopt the provisions of RSA 356-B: 46IX and specifically grants to its Board of Directors the authority provided for therein, and, more specifically, grants to the Board the authority to terminate a delinquent unit owner’s common privileges and cease supplying delinquent unit owners with any and all services normally supplied or paid for by the unit owners’ association after thirty (30) days’ prior written notice to the unit owner and such unit owner’s first mortgagee of non-payment of common assessments, such terminated services and privileges to be restored upon payment of all assessments. It is the purpose of this paragraph to specifically adopt and to provide the authorization for the Board of Directors to act in accordance with the provisions of RSA 356-B:46 IX.”

- 3.) Section 10-300 is hereby amended by adopting the provisions concerning rent collection upon delinquency in payment of common expenses as provided for by RSA 356-B46-a and by adding thereto the following:

“ A. If a unit owner fails to pay the common expenses assessed to the unit by the unit owners’ association within sixty (60) days of the date it was due, the unit owners’ association may, as a separate and additional remedy, subject to the existing rights of a holder of a first mortgage of record as provided in this section, collect from any tenant renting the unit any rent then or thereafter due to the owner of such unit. The unit owners’ association shall apply such rent collected against the amount owed to it by the unit owner. Prior to taking any action under this paragraph, the unit owner’s association shall give to the delinquent unit owner written notice of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the unit owner’s association claims is due and owing by the unit owner, and shall indicate the intent of the association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of such notice shall be provided to any first mortgagee of record on such unit who has previously requested in writing that

the unit owner's association notify it of any delinquency in the payment of amounts due to it by the owner of such unit.

- B. The unit owner shall have thirty (30) days from the date of mailing of such notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No unit owner shall be entitled to withhold payment of assessments due, offset against the same or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.
- C. If the unit owner fails to timely file a response in compliance with Paragraphs I and II, the unit owners' association may notify and direct each tenant renting such unit from such owner to pay all or a portion of the rent otherwise due to such owner to the association, such rent or portion of such rent to be in the amount the association claimed is due on its notice to the unit owner or the full rent, whichever is less. The association shall have a continuing right to collect any rent otherwise payable by the tenant to such unit owner until such amount, plus any charges thereafter, becoming due, are satisfied in full. Nothing in this section shall preclude the unit owner from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed. Nothing in this section shall prevent the unit owners' association from bringing an action under this chapter or to otherwise establish the amount owed to it by the unit owner or otherwise to seek and obtain an order requiring the tenant in such unit, or tenants in other units owned by the unit owner in the condominium, to pay to the association rent otherwise due to the unit owner or otherwise limit the unit owner's association's rights at common law.
- D. In no event shall a unit owner take any retaliatory action against any tenant who pays rent, or any portion of rent, to the unit owners' association as provided in this section. Any tenant so paying rent shall not be deemed in default on the rent to the extent of the payment to the association. Any waiver of the provisions of this section in any lease or rental agreement shall be void and unenforceable as against public policy."

CERTIFICATE OF VOTE

I, John J. Polimeno, duly elected and acting Secretary of the Alpine Village Condominium Association, hereby certify as follows:

The preceding Amendment to the Declaration of Condominium of the Alpine Village Condominium which is recorded herewith and which amends Section 10-300 and Section 14-100 of the said Declaration was approved by owners of units to which 2/3 of the voting power in the unit owners' association appertains as provided for by N. H. RSA 356-B:34 and as evidenced by written ballots retained at the office of the association.

Dated this 17TH day of November, 2000.

C. Simmons
Witness

ALPINE VILLAGE CONDOMINIUM
ASSOCIATION

[Signature]
By: John J. Polimeno
Its: Secretary
Duly Authorized

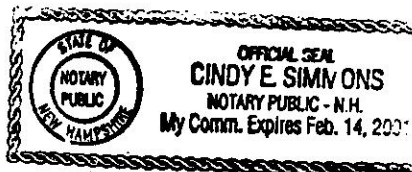
STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

The foregoing instrument was acknowledged before me this 17 day of November, 2000 by John J. Polimeno, duly authorized Secretary of Alpine Village Condominium Association, on behalf of the association.

Cindy Simmons
Notary Public/~~Justice of the Peace~~

My Commission Expires:

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AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR ALPINE VILLAGE,
A CONDOMINIUM

WHEREAS, Alpine Village Condominium is located in Woodstock, Grafton County, New Hampshire (the "Condominium"); and

WHEREAS, the Condominium was established by a Declaration of Condominium for Alpine Village, A Condominium, dated March 20, 1984 and recorded in the Grafton County Registry of Deeds on _____ at Book 1507, Page 196, (the "Declaration"); and

WHEREAS, pursuant to the Declaration, a non-profit unit owners association was established and is known as Alpine Village Condominium Association (the "Association"); and

WHEREAS, the Association and at least two-thirds (2/3) of the unit owners of the Condominium desire to amend the Declaration in order to expand the residency regulations included as Exhibit C to the said Declaration in order to regulate hot tubs, jacuzzis and swimming pools;

NOW, THEREFORE, pursuant to and in accordance with the Declaration and New Hampshire law, the Association, by vote of its Board of Directors and upon agreement of unit owners of units in the Condominium to which at least two-thirds (2/3) of the votes in the Association appertain, hereby declare that Exhibit C to the Declaration is hereby amended by adding the following after paragraph 14 thereof;

"15. No hot tubs, jacuzzis or swimming pools of a depth greater than six inches, whether temporary or permanent, shall be installed or used in the limited common area."

APPENDED HERETO, is a certificate of the Secretary of the Association confirming that this Amendment is pursuant to the agreement of the unit owners of units to which at least two-thirds (2/3) of the votes in the Association appertain.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized President and Treasurer this 2nd day of March, 1994.

ALPINE VILLAGE CONDOMINIUM
ASSOCIATION

Anthony Pisco
Witness

Philip P. Ragno
By:
Its: President

John E. Haladay
Witness

John E. Haladay
By:
Its: Treasurer

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Philip P. Ragno, its duly authorized President of the Alpine Village Condominium Association.

Judith E. Palmer
Notary Public/Justice of the Peace
My commission expires: June 13, 1997

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by John E. Haladay, its duly authorized Treasurer the Alpine Village Condominium Association.

Judith E. Palmer
Notary Public/Justice of the Peace
My commission expires: June 13, 1997

CERTIFICATION

The undersigned, the duly elected Secretary of Alpine Village Condominium Association, a New Hampshire non-profit corporation, hereby certifies that the foregoing Amendment to the Declaration of Alpine Village Condominium was approved by agreement of unit owners of units to which more that two-thirds (2/3) of the votes in the Association appertain.

IN WITNESS WHEREOF, the Association has caused this amendment to be executed by its duly authorized Secretary, this 2nd day of March, 1994.

ALPINE VILLAGE CONDOMINIUM
ASSOCIATION

John E. Haladay
Witness

[Signature]
By: JAY. POLIMERO
Its: Secretary

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Jay Polimero, its duly authorized Secretary of the Alpine Village Condominium Association.

[Signature]
Notary Public/Justice of the Peace

My commission expires: Jan. 13 1997

AMENDMENT TO BY-LAWS OF ALPINE VILLAGE, A CONDOMINIUM

WHEREAS, the By-Laws of Alpine Village Condominium Unit Owners' Association, in Article IX, Paragraph 1 permit an amendment of the By-Laws as prescribed by Article IX of the Declaration of Condominium for Alpine Village, A Condominium; and

WHEREAS, Article 9-200 of the Declaration of Condominium for Alpine Village, A Condominium provides for amendment by an instrument in writing approved and agreed to by owners of units to which 2/3 of the voting power in the Association appertain; and

WHEREAS, Article 9-300 of the Declaration of Condominium for Alpine Village, A Condominium provides for the recordation of such amendments and further provides that such a recorded instrument shall be signed by the President and Treasurer of the Association and accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the owners required for its adoption has been obtained; and

WHEREAS, a certification of vote by the Secretary of the Association is appended hereto and recorded herewith;

NOW, THEREFORE, the Alpine Village Condominium Unit Owners' Association, by the power vested in it under Article 9 of the referenced Declaration, hereby amends the By-Laws of the Alpine Village Condominium Association by deleting Article 3, Paragraph 4 in its entirety and substituting therefore the following:

"4. Annual Meeting. A meeting of the Association shall be held in accordance with the terms of the Act and the Condominium Instrument at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held on the first Saturday in September following Labor Day at 10:00 A.M."

Signed this 28 day of September, 1996.

ALPINE VILLAGE CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: [Signature]
Its: President
Duly Authorized

STATE OF Massachusetts
COUNTY OF Worcester, SS.

The foregoing instrument was acknowledged before me this
28 day of September, 1996 by Philip E. Palmer, duly
authorized President of Alpine Village Condominium Unit Owners'
Association.

Judith E. Palmer
Notary Public/Justice of the
Peace

My commission expires: June 13, 1997

ALPINE VILLAGE CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: [Signature]

Its: Treasurer
Duly Authorized

STATE OF Massachusetts
COUNTY OF Worcester, SS.

The foregoing instrument was acknowledged before me this
28th day of September, 1996 by Steven H. Palmer duly
authorized Treasurer of Alpine Village Condominium Unit Owners'
Association.

Judith E. Palmer
Notary Public/Justice of the
Peace

My commission expires: June 13, 1997

CERTIFICATE OF VOTE

I, Jeff Blumhagen, duly elected and acting
Secretary of the Alpine Village Condominium Unit Owners
Association, hereby certify:

1. That the attached Amendment to the By-Laws of the
Association changing the date of the annual meeting to the first
Saturday in September following Labor Day was presented to and
approved by owners of units to which 2/3 of the voting power in
the Association appertain as evidenced by written ballots
retained in the office of the Association.

Signed this 9th day of September, 1996.

ALPINE VILLAGE CONDOMINIUM
UNIT OWNERS ASSOCIATION,

Jeff Blumhagen
Witness

[Signature]
Pres. Secretary
Duly Authorized

**AMENDMENT TO BY-LAWS
OF
ALPINE VILLAGE CONDOMINIUM ASSOCIATION**

WHEREAS a certain Declaration of Condominium for Alpine Village, A Condominium dated March 20, 1984 was recorded May 31, 1984 at Book 1507, Page 196 of the Grafton County Registry of Deeds; and

WHEREAS By-Laws for Alpine Village Condominium Association were recorded simultaneously as Exhibit C to the Declaration beginning at Book 1507, Page 234; and

WHEREAS Article XI of the By-Laws entitled "Amendments" provides that the By-Laws may be amended only in the manner described by Article 9 of the Declaration; and

WHEREAS Article 9, Section 200 of the Declaration sets forth the manner in which Amendments to the Declaration and By-Laws may be enacted and provides that the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by owners of units to which two-thirds (2/3) of the voting power in the Association appertains; and

WHEREAS such approval and agreement to the amendments set forth herein, which provide certain changes to the By-Laws concerning insurance coverage, has been obtained, as evidenced by the Secretary's Certificate appended hereto;

NOW, THEREFORE, the By-Laws of Alpine Village Condominium Association are hereby amended

(1) By adding the following to Article VIII, Section 4:

"(e) Each owner shall obtain insurance for his own benefit and at his own expense to insure against any loss or assessment associated with the Association insurance policy deductible assessed to the unit as a result of a loss.", and

(2) By deleting Article IX, Section 2, Paragraph (b) in its entirety, and by substituting therefor the following:

"(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of the reconstruction and repair, the funds for the

payment of the costs thereof and any deductible are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the owner or owners suffering the loss in proportion to the cost of repairs to the unit or units.

ALPINE VILLAGE CONDOMINIUM ASSOCIATION

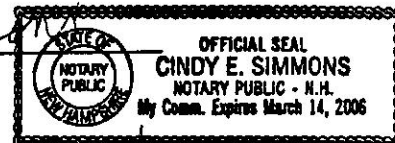
Patricia A. Ragnio
Witness

Philip P. Ragnio
By: Philip Ragnio
Its: President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

The foregoing instrument was acknowledged before me this 29 day of April, 2004 by Philip Ragnio, duly authorized President of Alpine Village Condominium Association, on behalf of the association.

Cindy Simmons
Notary Public



My Commission Expires:

Simmons
Witness

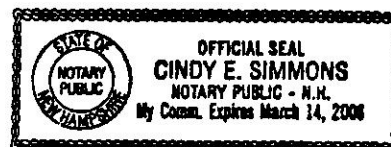
John A. Polimeno, Jr.
By: John A. Polimeno, Jr.
Its: Treasurer
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

The foregoing instrument was acknowledged before me this 29 day of April, 2004 by John A. Polimeno, Jr., duly authorized Treasurer of Alpine Village Condominium Association, on behalf of the association.

Cindy Simmons
Notary Public

My Commission Expires:



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CERTIFICATE OF VOTE

I, Philip Ragnio, duly appointed and acting Secretary of the Alpine Village Condominium Association, hereby certify that the foregoing Amendment to the By-Laws of the Association was consented to and approved by owners of units to which at least two-thirds (2/3) of the voting power in the Association appertains as evidenced by written ballots retained in the office of the Association.

ALPINE VILLAGE CONDOMINIUM
ASSOCIATION

Patricia A. Ragnio
Witness

Philip P. Ragnio
By: Philip Ragnio
Its: Secretary
Duly Authorized

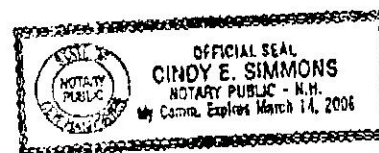
STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

The foregoing instrument was acknowledged before me this 29 day of April, 2004 by Philip Ragnio, duly authorized Secretary of Alpine Village Condominium Association, on behalf of the association.

Cindy Simmons
Notary Public

My Commission Expires:

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Joel A. Dupuis REGISTER
GRAFTON COUNTY REGISTRY OF DEEDS

**AMENDMENT
TO
BY-LAWS
OF
ALPINE VILLAGE CONDOMINIUM ASSOCIATION**

WHEREAS a certain Declaration of Condominium for Alpine Village, A Condominium dated March 20, 1984 was recorded May 31, 1984 at Book 1507, Page 196 of the Grafton County Registry of Deeds; and

WHEREAS By-Laws for Alpine Village Condominium Association were recorded simultaneously as Exhibit C to the Declaration beginning at Book 1507, Page 234; and

WHEREAS Article XI entitled "Amendments" provides that the By-Laws may be amended only in the manner described by Article IX of the Declaration; and

WHEREAS Article IX-200 of the Declaration sets forth the manner in which Amendments to the Declaration and By-Laws may be enacted and provides that the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by owners of units to which two-thirds (2/3) of the voting power in the Association appertains; and

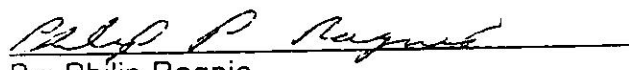
WHEREAS such approval and agreement to the amendment set forth herein, which eliminates the requirement that annual and other meetings of the Association be noticed by certified mail and permits notice to be given by regular mail, has been obtained, as evidenced by the Secretary's Certificate appended hereto;

NOW, THEREFORE, the By-Laws of Alpine Village Condominium Association are hereby amended by deleting Paragraph 2 (entitled "Notice") of Article III (entitled "Meetings of the Association") in its entirety and substituting therefor the following:

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Unit Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail to all Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary.

ALPINE VILLAGE CONDOMINIUM
ASSOCIATION


Witness


By: Philip Ragnio
Its: President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2003 by Philip Ragnio, duly authorized President of Alpine Village Condominium Association, on behalf of the association.


Notary Public

My Commission Expires:

10/10/06