

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
SUNNYBROOKE CONDOMINIUM  
MAST ROAD  
DOVER, NEW HAMPSHIRE

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
SUNNYBROOKE CONDOMINIUM

MAST ROAD  
DOVER, NEW HAMPSHIRE

WHEREAS, Sunnybrooke Condominium was established pursuant to a Declaration recorded in the Strafford County Registry of Deeds at Book 1411, Page 211, consisting of thirty-seven (37) Units, numbered one (1) through six (6), and eight (8) through thirty-eight (38) (with Unit seven (7) as shown on the plan being part of the Common Area); and whereas the Sunnybrooke Condominium Association was established and is comprised of condominium owners of each Unit,

NOW, THEREFORE, the following is hereby declared:

1. This Amended and Restated Declaration shall become effective upon its recording in the Strafford County Registry of Deeds.
2. As of the date of this Amended and Restated Declaration, Sunnybrooke Condominium Association, hereinafter referred to as the "Declarant" or "the Association" is the sole owner of the Common Area shown on the plan entitled "Site Plan, Sunnybrooke Condominiums, Mast Rd, Dover, Strafford County, N.H. for White Enterprises, Inc." dated April 22, 1987, drawn by Thomas F. Moran, Inc., recorded as Strafford County Registry Plan Nos. 34A-131 and 34A-132. See also Section V (at page 5 below).
3. The Declarant hereby confirms that the within described lands and improvements described herein, are in the condominium form of ownership and use, in the manner described in RSA Chapter 356-B.

I. Definitions.

- A. Association means The Association of Unit Owners of the Sunnybrooke Condominium.
- B. Common Area means the area, facilities and all portions of the Condominium, other than the Units and the Limited Common Areas.
- C. Limited Common Areas mean those areas reserved for the exclusive use of one or more of the Units, but less than all of the Units.

D. Common Expenses include the expenses of administration of and expenses for the maintenance or repair of the Common Areas and facilities.

E. Declaration means this Amended and Restated Declaration of Condominium.

F. By-laws means the Amended and Restated By-laws of even date herewith recorded at the Strafford County Registry of Deeds immediately following this Declaration.

II. Development Plan.

Sunnybrooke Condominium is classified and permitted under the City of Dover Zoning Ordinance as a "Mobile Home Development", and was previously approved by the City of Dover Planning Board including the thirty-seven (37) existing mobile home sites. Sewer and water facilities which connect to the City of Dover systems and the roadways and other utilities have been installed. The mobile home sites are all shown on a site plan which has been previously recorded at the Strafford County Registry of Deeds as Plan Nos. 34A-131 and 34A-132, (hereinafter referred to as the "Site Plan").

Deeds conveying the Units shall include an undivided one thirty-seventh (1/37<sup>th</sup>) interest in the common areas and facilities, together with the Unit conveyed. In addition, the said deed shall convey the mobile home structure as provided under RSA Chapter 477.

For the purpose of this Declaration, the term "Unit" shall include the mobile home site; the mobile home unit, and any other improvements to the real estate constructed upon or within each mobile home site which service pertains to that Unit, and which are not part of the common areas and facilities as described in Section V hereunder.

III. Description of the Land on which the buildings and Improvements are located.

Exhibit A to the original declaration recorded at the Strafford County Registry of Deeds at Book 1411 Page 211 (said Exhibit A specifically recorded at Book 1311 Pages 230-232) is the legal description of the submitted land under this Condominium.

IV. Description of the Units and the Unit Owners' Responsibilities.

The property, along with all improvements existing or hereinafter to be constructed, were and remain submitted to the condominium form of ownership, consisting of thirty-seven (37) Units.

The perimeter of each Unit (sometimes hereinafter referred to as mobile home unit) is described and shown on the Site Plan referred to above. Every Unit abuts on a road providing access to the Unit. The courses and descriptions describing the boundaries of each Unit depicted on the Condominium Site Plan are hereby incorporated into this

Declaration by reference, to the same effect as if they were set forth of length herein. Each Unit is deemed to include all of the ground within the perimeter boundaries as shown on the Condominium Site Plan together with all mobile home structures or any replacements, any addition or appurtenances added to the mobile home structure, the driveway located within the said Unit and any garage or detached building. All other improvements which by their nature serve more than one Unit or serve any portion of the common area, shall be deemed part of the common area.

An equal undivided interest in the common areas and facilities is allocated to each Unit. The undivided common interest appurtenant to each Unit shall have a permanent character and shall not be altered except by an appropriate amendment to this Declaration. The said undivided common interests shall be deemed to have been conveyed with the said Unit. The common areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided under the New Hampshire Condominium Law.

V. Common Areas.

The Common Area, includes but is not limited to, Morgan Way, Sunnybrooke Drive, the "Park Area", the "Remaining Lands 6.91 Acres", and Unit 7 as shown on the Site Plan and more completely described in the Warranty Deed from White Enterprises, Inc. to Sunnybrooke Condominium Association dated October 14, 1994 and recorded at Book 1772 Page 728 at the Strafford County Registry of Deeds.

In addition to those common areas and facilities which may be located in any Unit (such as pipes, wires, equipment or apparatus which are part of the common utilities), all other portions of the Condominium not included within any Unit shall be deemed to be common areas, including the areas outside of the individual "mobile home unit sites" as shown on said plan. Driveways for each Unit shall be the responsibility of each individual Unit Owner and are not common areas. The common areas shall also include the water and sewer facilities to this point of location on Mast Road. From that point, the maintenance or ownership shall be the responsibility of the City of Dover. The common areas and facilities shall include any other facilities common to the condominium as a whole, including but not limited to water and sewer lines, sewer pumps, street improvements including but not limited to pavement, sub-surface base and street lights, and wooden stockade fences/barriers at common area boundaries with Units.

VI. Description of the Undivided Interest in the Common Areas and Facilities, Description of the Units, and Description of the Unit Owners' Responsibilities.

1. Repair, Replacement and Maintenance. In the event that any Unit Owner shall desire to replace or add any mobile home or other structure or appurtenances after the date that he

shall acquire his Unit (together with the mobile home and any improvements existing as of that date), he shall first obtain the consent of the Board of Directors of the Association.

Each Unit Owner shall be responsible for the maintenance, repair and replacement of his mobile home site unit, and all other improvements within his said mobile home site unit, except those which are part of the common area. The Unit Owners shall also be responsible for the common charges of the Condominium.

To avoid unsafe or unsightly conditions, and in order to preserve the value and appearance of the Condominium as a whole, the Board of Directors shall have the authority to determine the necessity of any exterior repair, maintenance or replacement of any Unit or any improvements or structure within any mobile home site and make assessments to the individual Unit Owners as provided above. In addition, the following costs are specifically allocated and are not part of the common charges shared equally by all of the Unit Owners.

2. Insurance. Fire and Casualty Insurance shall be separately carried on the structures and improvements within each mobile home unit in an amount equal to the full replacement value of such structures and improvements. The cost of that insurance shall be paid by the owner of that Unit. The proceeds of such insurance shall be used for the purpose of reconstruction and repair under Article X. Each Unit Owner shall maintain a public liability policy covering his Unit. The cost of the maintenance and repair of any of the mobile home site units shall be the responsibility of the Unit Owner.
3. Real Estate Taxes. Real Estate Taxes shall be shared equally among all of the Unit Owners, unless the City of Dover assesses each mobile home site separately in which event the Unit Owner shall be responsible for such taxes as are assessed against his mobile home site. The City of Dover presently assesses common areas, but does not separately bill the Association for real estate taxes associated with the assessment. Rather, the City of Dover includes proportionate value for said common area assessment with each individual Unit's tax bill. Any mobile home taxes assessed against each of the mobile homes shall be paid by the Unit Owner.
4. Water and Sewer. Water and sewer user charges assessed against each of the mobile homes shall be paid by the Unit Owner.
5. Common Charges. The common charges which shall be shared by all of the Unit Owners equally shall include the costs of
  - (a) a general public liability insurance policy covering the common areas;
  - (b) the electrical cost for all street lights and the sewer pump station;

- (c) landscaping costs including mowing and cleanup costs of common areas;
- (d) repair and maintenance of common area facilities and infrastructure, including sewer pump and sewer and water lines;
- (e) road plowing, paving and maintenance; and
- (f) any other charge which shall, in the opinion of the Board of Directors of the Association, benefit the Condominium as a whole.

VII. Restrictions and Covenants Applicable to the Condominium.

1. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common areas or which could be in violation of any law. No waste will be permitted in any of the Common Areas.
2. No sign of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors, except that temporary signs no larger than approximately 2 feet by 3 feet (2' x 3') may be displayed by a realtor to advertise the sale of a Unit, to promote a yard sale, or to support a political candidate within ninety (90) days of an election.
3. No noxious or offensive activities shall be carried on in any Unit, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners. No pets or animals of any kind shall be kept or housed within any part of the Condominium, including any of the Units, except indoor household pets, which shall not be limited in number, except that no more than three (3) dogs may be kept on or within each Unit. When outdoors, dogs must be supervised and kept under the control of (whether by leash, fence or other means) and on the Unit of the owner or another authorized person at all times. This is not intended to prevent owners from walking their dog(s) in the neighborhood. Pet owners must follow all applicable federal, state and local ordinances regarding licensing and other requirements such as vaccinations. Owners are responsible to collect any animal waste deposited on Association common areas or on the property of any other Unit Owner. Pet owners must be considerate of neighbors and may not allow pet ownership to create a neighborhood nuisance due to noise, odors, or animal waste. Unit Owners are not permitted to maintain any livestock, farm animals, chickens, rabbits or any other animal or pet which lives in an outdoor enclosure, except that as set forth above, dogs may temporarily be allowed within an outside fenced-in area within a Unit.

4. Fences or decorative walls may be erected or placed on any lot provided that they are maintained in good condition and constructed in accordance with City of Dover regulations and requirements.
5. There shall be no drainage created by Unit Owners of any fluids of any nature into the waterways. Unit Owners shall not alter lots or improvements thereto so as to interfere with the natural drainage to the waterways of surface runoff.
6. The Board of Directors of the Association specifically reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular and pedestrian traffic within the community on its common grounds. Yard sales are permitted, but each Unit is limited to no more than two (2) per year unless approval is provided by the Board of Directors.
7. Exterior lighting must be shaded so as not to create a nuisance to others.
8. Outdoor drying lines or apparatus for the drying of laundry will be permitted only at the rear of each mobile home site and shall not exceed twenty (20) feet in length.
9. No more than two exterior radio, television or other antenna of any type shall be permitted.
10. Each Unit Owner shall be required to construct or install and maintain an outdoor storage building at least eight feet by ten feet (8' x 10') or Eighty (80) square feet but not exceeding twelve feet by sixteen feet (12' x 16') or One Hundred Ninety-Two (192) square feet in size to be used only for storage of household items and trash containers. Storage building shall be built consistent with City of Dover zoning, set back and building codes and other applicable regulations. No additional building(s) or larger structures shall be constructed and no other storage of any other items around the mobile home or on the mobile home site shall be allowed without the approval of the Board of Directors. Any structure that was fully constructed before the date of the recording of this revised Declaration shall be considered grandfathered provided the structure was constructed in accordance with City of Dover permitting and zoning requirements.
11. No more than one (1) unregistered vehicle may be kept on any mobile home site. No more than a total of four (4) registered vehicles may be kept on any mobile home site, including recreational vehicles and trailers. Only temporary parking is permitted on the paved portions of the Common Areas. Unregistered vehicles may not be parked on the roadways or in any other Common Area. Any member of the



Board of Directors may authorize the towing of any vehicle parked on the roadway if that vehicle is impeding snow removal during a snowstorm.

12. No person or entity may own more than five (5) units in the Condominium.
13. Units may be rented, provided that no more than eighteen (18) units in the Condominium at any one time may be occupied solely by a person or persons other than the owner(s) of record. The Board of Directors shall maintain a current list of all the units and whether they are owner occupied or rented. Prior to making a commitment to rent any unit, the unit owner shall inquire of the Board of Directors how many units are not owner occupied, and shall only rent the unit if there are less than eighteen (18) rented at the time of the inquiry. All unit owners shall be responsible for keeping the Board of Directors up to date about the rental status of their unit.

Subject to the forgoing requirement, units may be rented, provided that: (a) the occupancy of any rented unit is only by the lessee and his family and temporary guests; (b) that no more than five (5) persons shall be permitted to occupy any rented unit without approval of the Board of Directors; (c) that the unit owner does not owe any fee or payment to the Board of Directors; (d) that there is a rental agreement that stipulates that if the unit owner falls more than sixty (60) days behind in paying common expenses assessed, that the renter – upon written notification by the Board of Directors – may pay that month's condominium fee in lieu of that month's rent and no rent will be due to the owner until and unless the amount owed to the Association, including any costs of collection, and any charges thereafter becoming due, has been satisfied in full; and (e) that the owner of the property provides to the Board of Directors full and up-to-date contact information for both the owner and the renter (name, email, address and phone) and updates or changes are provided immediately to the Board.

14. No trees shall be cut on any portion of the Common Area without the approval of the Board of Directors.
15. No mobile home may be removed from the condominium property except in the event that the Owner shall replace the mobile home with a mobile or modular home similar to the mobile home being removed, and with the consent of the Board of Directors of the Association. Any replacement mobile homes must comply with all applicable City of Dover zoning rules and regulations.
16. No ATV, snowmobile, dirt bike, or other off highway recreational vehicle (OHRV) may be used on any part of the Sunnybrooke Condominium property (Common Area, roadways and privately-owned Unit lots). No motorcycle, or other motor vehicle of any type may be used on any part of the Sunnybrooke Condominium property (Common Area, roadways and privately-owned Unit lots) unless the vehicle is lawfully registered as a motor vehicle to operate on public

ways, streets and highways in the State of New Hampshire and the driver is a lawfully licensed driver to operate a motor vehicle.

17. Each Unit Owner shall be responsible to maintain their lots and the exterior of their Units in original condition or otherwise kept up in a neat and well-maintained fashion.
18. The Units in the Sunnybrooke Condominium complex are residential Units to be used for residential purposes only. No business, business storefront, or occupation shall be allowed to take place within or on the property of any Unit except that the Board of Directors may approve business activities for a two (2) year period provided the business activity meets the following requirements:
  - (a) The business activity is consistent with the residential character of the condominium and does not constitute a nuisance, annoyance to neighbors, or a hazardous or offensive use, or threaten the security or safety of other residents of the condominium, as may be determined by the sole discretion of the Board of Directors.
  - (b) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Unit.
  - (c) The business is conducted indoors within the owner's structure.
  - (d) The business is substantially conducted online or otherwise generally does not generate more than one customer visit at a time.
  - (e) The business activity is legal and conforms to all zoning requirements for the condominium. The business is licensed by or registered with the state of New Hampshire or City of Dover as may be required by law.
  - (f) The Unit Owner is also the business owner or operator.
  - (g) The business will not generate excessive traffic flow or require on street parking. Client/customer/business related parking must take place within the Unit.
  - (h) The business activity does not increase the insurance premium paid by the condominium association or otherwise negatively affect the association's ability to obtain insurance coverage.
  - (i) Proof that the business is insured and the condominium association is listed as an additional insured if requested by the Board of Directors. The Association accepts no liability for the actions of any business conducted within an owner's Unit and the operator of any business accepts that they

are solely responsible for any damages alleged as a result of their business or business activities.

- (j) The business activity does not place an undue burden on the infrastructure of the buildings or the condominium.
  - (k) The business activity does not result in a materially greater use of the common areas or association services.
  - (l) At the conclusion of the two-year period, the Unit Owner must request a renewal of approval if they wish to continue operation of that business within the condominium.
19. Each Unit Owner shall abide by the terms and provisions of the City of Dover Zoning Regulations.
20. Unit Owners and all other residents and their guests must strictly adhere to the posted speed limit and all other traffic regulations.
21. Commercial and oversized vehicles may not park on the common areas, including any paved portion of the common areas, at any time. Parking of any vehicle on the paved roadway is prohibited between the hours of midnight and 6 AM from December 1<sup>st</sup> to March 30<sup>th</sup>.

In addition to actions at law or equity which may be taken by the Board of Directors to enforce the restrictions and covenants in this Declaration (including but not limited to the restrictions and covenants in this Article VII), the rules and regulations in the Bylaws, or any rules and regulations which may otherwise be enacted by the Board of Directors, the Board of Directors may fine any Unit Owner not in compliance with the same \$300 per month per violation, for each month or portion thereof that the Unit Owner (or the Unit or its occupants) is out of compliance. No fine shall be levied by the Board unless the Board has given the Unit Owner at least three (3) warnings about non-compliance. The Board's ability to fine Unit Owners for violations as described herein is for the express purpose of decreasing or eliminating the need for costly enforcement litigation and the costs and expenses of same which would be levied on all Units as a special assessment if the costs and expenses for enforcement actions exceeded budgeted amounts.

#### VIII. Agent for Service of Process.

In any action against the Association, service may be made on any Officer of the Board of Directors of the Association in accordance with RSA 356-B:40, as it may be amended from time to time. If no Officer of the Board of Directors resides in Strafford County, the person to receive service of process shall be the Attorney General as set forth in RSA

356-B:68, as it may be amended from time to time, or as designated by formal amendment to this Declaration as herein provided.

IX. Reconstruction or Repair After Casualty and Voting Requirements in the Event of Damage or Destruction.

1. Determination to Reconstruct or Repair. If any part of the Condominium property, including the Units, and any mobile home structure or improvements within any Unit, shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
  - (a) Common Areas and Facilities. If the damaged improvement is a Common Area or facility other than a building or a portion of a building, the damaged property shall be reconstructed or repaired.
  - (b) Buildings.
    - (i) Partial Destruction. If the damaged improvements pertain to less than all of the Units, including mobile home structures and improvements within the Units, the damaged property shall be reconstructed or repaired with construction to begin within sixty (60) days of the casualty.
    - (ii) Total Destruction. If the damaged improvements include all of the Units and all of the mobile homes and improvements within all of the Units, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, all of the Unit Owners vote at a meeting duly called, not to reconstruct the destroyed buildings, mobile homes and improvements, and in the event of a vote not to reconstruct, the property shall be deemed to be owned in common by the Unit Owners; the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Areas and Facilities; any liens affecting any of these Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property as provided herein; and the property shall be subject to an action for partition at the suit of any Unit Owner, in which event, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

- (iii) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings and Units in regard to exterior appearance, size, dimensions or otherwise in accordance with plans and specifications approved by the Board of Directors of the Association, and by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

X. Easements.

Easements are reserved to the Condominium as may be required for utility and other essential services in order to adequately serve the property. The declared land is subject to the easements including but not limited to the Public Service Company of New Hampshire (PSNH) easement and other easements shown on the Site Plan.

XI. Amendments.

This Declaration of Condominium and the By-Laws of this Condominium, except as otherwise provided herein, may be amended by a vote in accordance with the By-Laws and by an instrument in writing, signed, acknowledged and recorded, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Strafford County, State of New Hampshire, subject to the following:

- 1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

XII. Association.

The operation of a Condominium shall be by an unincorporated Association or by an incorporated Association, and the Association may, at any annual meeting, vote as to which type of organization. The Association shall have all of the powers and duties as set forth in the Condominium Act, except as limited by this Declaration and By-Laws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws and as they may be amended from time to time.

- 1. Membership in the Association.
  - (a) Qualification. The members of the Association shall consist of all of the record owners of the Units.

- (b) Change of Membership. Change of membership in the Association shall be established by recording in the Registry of Deeds for Strafford County, State of New Hampshire, a deed establishing record title to a Unit in the Condominium. The buyer shall deliver to the Board of Directors of the Association a photocopy of the deed showing the book, page, and time of the recording of the deed in the Strafford County Registry of Deeds. The Board of Directors shall keep such photocopy on file as evidence of the grantee's membership in the Association for all purposes, rights and obligations as set forth in this Declaration and By-Laws. The Owner designated by such instrument shall thereby become a Member of the Association. At such time the membership of the prior Owner shall be thereby terminated.
  - (c) Voting Rights. A member of the Association shall be entitled to cast one vote for each Unit owned in the percentage attributed to each Unit. Where there is more than one record owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled.
- 2. Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain the repair price of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.
  - 3. By-Laws. The By-Laws of the Association are as they have been amended and restated, and recorded on even date herewith immediately following the recording of this Declaration.

XIII. Interpretation.

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to affect its purpose of creating a uniform plan for the development and operating of a Condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

XIV. Severability.

The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or unenforceability of any one provision of portion hereof shall not affect the validity or enforceability of any of the provision hereof.

XV. Effective Date. This Declaration shall take effect upon recording.

### CERTIFICATION OF SECRETARY

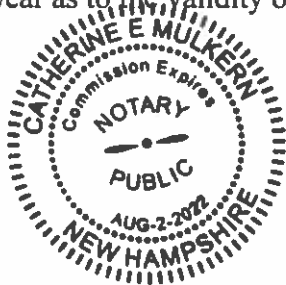
I, Lauri Thompson, being the duly elected Secretary of the Sunnybrooke Condominium Association, do hereby state under oath that this amended and restated Declaration of Condominium and the Amended and Restated Bylaws recorded immediately following this document and referenced herein were adopted at a duly noticed meeting of the Association by not less than seventy-five (75%) of Unit Owners as required by the original Declaration, recorded at the Strafford County Registry of Deeds at Book 1411 Page 211 (specifically at Page 226 as to the procedure for amendments), and original Bylaws, recorded at the Strafford County Registry of Deeds at Book 1411, Page 233 (specifically at Page 242 as to the procedure for amendments), using the procedures for the notice of meetings set forth in the condominium instruments as amended by RSA 356-B:6-1 (effective August 1, 2016).

In witness whereof, I have signed this Amended and Restated Declaration of Condominium on Oct 27, 2017.

  
Lauri Thompson

### STATE OF NEW HAMPSHIRE STRAFFORD COUNTY

The forgoing instrument was acknowledged before me by Laurie Thompson who under oath does swear as to the validity of the contents in the Certification of Secretary.



  
Notary Public

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