

TENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
KILNWOOD ON KANASATKA

WHEREAS, by Declaration of Condominium dated August 1, 1973 and recorded in the Carroll County Registry of Deeds at Book 548 Page 238 (“Kilwood Declaration”), certain property in MOULTONBORO, CARROLL COUNTY, NEW HAMPSHIRE (the “Kilwood Property”), was submitted to the provisions of the Unit Ownership of Real Property Act (RSA 479-A), the predecessor statute to the New Hampshire Condominium Act, said condominium being known as Kilwood on Kanasatka (“Kilwood on Kanasatka Condominium”); and

WHEREAS, litigation has been commenced and pursued in the Carroll County Superior Court (*Ted Hilton & Lake Kanasatka Watershed Association v. Kilwood On Kanasatka Condominium Unit Association, Inc.*, 212-2010-CV-00297), concerning the legal import of and current effect of a Stipulation dated March 20, 1973, entered into between the parties in the case entitled *Ted Hilton vs. G. Ronald Thomson*, Carroll County Superior Court Equity No. 5068; and

WHEREAS, the parties in *Ted Hilton & Lake Kanasatka Watershed Association v. Kilwood On Kanasatka Condominium Unit Association, Inc.*, 212-2010-CV-00297 have reached a full settlement of any and all issues raised or set forth or which could have been raised in that proceeding (the “Settlement Agreement”), the terms of which Settlement Agreement are set forth in the Settlement Agreement and in this Tenth Amendment; and

WHEREAS, Kilwood on Kanasatka Condominium Unit Association, Inc. (“Kilwood on Kanasatka Association”) at a special meeting of its members held on _____ 2011, by a vote of ____ for and ____ against, adopted this Tenth Amendment;

NOW, THEREFORE, it is agreed as follows:

1. The condominium subdivision known as “Kilwood on Kanasatka” currently consists of 29 single-family “dwelling sites” on the Kilwood Property, and Kilwood on Kanasatka Condominium shall not be expanded or enlarged to permit more than 29 single-family residential units on the Kilwood Property.

2. The community docking facility for Kilwood on Kanasatka Condominium shall consist

of and shall be constructed and maintained ONLY in accordance with the Wetlands and Non-Site Specific Permit #2008-00773, dated July 10, 2009, recorded in the Carroll County Registry of Deeds in Book 2825, Page 531, no more than 16 motor boats shall be docked at such community docking facility, and neither the Kilnwood on Kanasatka Association nor any property owner at Kilnwood on Kanasatka Condominium shall be permitted to place a mooring for a motor boat off of or in front of any of the Kilnwood Property, although moorings for unpowered water craft shall be permitted.

3. No motorboats shall be launched from any area, common area, or limited common area on or within the Kilnwood Property except for motor boats that (a) are owned by members of Kilnwood on Kanasatka Association and (b) are to be docked at one of the 16 boat slips at the community docking facility. There shall be no daily or weekly launch and removal of motor boats on or within the Kilnwood Property; any launching shall be on a seasonal or semi-seasonal basis only. Any launching and removal of motor boats on or within the Kilnwood Property shall occur only in the grassy launch area to the left of the community beach viewed from the mainland.

4. Kilnwood on Kanasatka Association shall not permit any filling of wetlands on Lot 6 or Lot 10.

5. Kilnwood on Kanasatka Association shall not fill, or permit to be filled, any shoreline within or appurtenant to the Kilnwood Property, except such as may be necessary to return such shoreline to its pre-existing line prior to any unexpected change to that shoreline. The foregoing restriction shall not preclude Kilnwood on Kanasatka Association from replenishment of sand on its community beach in accordance with approvals granted by the New Hampshire Department of Environmental Services.

6. Kilnwood on Kanasatka Association shall give advance written notice to Ted Hilton and Lake Kanasatka Watershed Association (“LKWA”) of any and all requests by Kilnwood on Kanasatka Association to federal, state, or local agencies for any dredging or filling on or within the Kilnwood Property, which notice shall include copies of any plans submitted with such requests. It is understood and agreed that insofar as the plans are in accordance with any promulgated standards of any such agency, neither Ted Hilton nor LKWA will oppose any such requests provided that it is understood and agreed that Ted Hilton or LKWA shall have the right to make recommendations or suggestions whenever there are not objective standards applicable to the requests. The notice required under this section to be made to Ted Hilton, or his heirs, successors, or assigns, shall be sent to the address set forth in the Town of Moultonborough Tax Collector’s office; notice to LKWA shall be sent to the president of LKWA at the address set forth in the records of the New Hampshire Secretary of State.

7. Kilnwood on Kanasatka Association shall not construct or operate, or permit to be constructed or operated, any commercial gasoline or marina facility on the Kilnwood Property.

8. Except for the purposes of providing additional unimproved buffers or a site for one community well and appurtenant well-house, Kilnwood on Kanasatka Association shall not add any additional tracts of land to the Kilnwood Property, nor shall Kilnwood on Kanasatka Association

grant the rights to use any of the Kilnwood Property to anyone except the owners of lots or dwelling units in Kilnwood on Kanasatka Condominium, or their heirs, successors, assigns, guests, or tenants, subject to the limitations described in section 3 herein. In the event any property is added to the Kilnwood Property under the foregoing exception, that property will be incorporated into the Kilnwood Property and subject to terms, conditions, covenants, restrictions, benefits and burdens described herein.

9. Kilnwood on Kanasatka Association shall not establish or permit any beach facility or dock facilities on the Kilnwood Property except the beach facility as presently constructed and located, subject to the right of Kilnwood on Kanasatka Association to replace the existing beach facility with a facility of similar size, purpose and location, and except the community docking facility referred to in section 2, above.

10. Kilnwood on Kanasatka Association shall not dredge or permit to be dredged along any shoreline appurtenant to the Kilnwood property.

11. Kilnwood on Kanasatka Association shall not place or permit to be placed more than one swimming raft appurtenant to the shoreline of the Kilnwood property.

12. Kilnwood on Kanasatka Association may relocate surface water courses on or within the Kilnwood Property provided that such relocated water courses shall enter Lake Kanasatka at the same location as they did prior to such relocation.

13. It is the intention of the parties that the benefits and burdens described herein shall run with the land, *i.e.*, the Kilnwood Property subject to the Kilnwood Declaration, irrespective of the form of ownership of the Kilnwood Property (and its designated Estates, *i.e.*, "Units," "Limited Common Areas," "Common Areas," and "Common Elements," as set forth in the Kilnwood Declaration).. To that end, the provisions of this Tenth Amendment and the benefits and burdens described herein (a) shall supersede and override any contrary provisions of the Kilnwood Declaration, or any succeeding Declaration of Covenants, Conditions, Restrictions for Kilnwood on Kanasatka Condominium or Kilnwood Property; (b) shall run with the land in perpetuity so as to bind and benefit the heirs, successors, and assigns of Kilnwood on Kanasatka Association, Kilnwood on Kanasatka Condominium unit owners, Ted Hilton, and the Lake Kanasatka Watershed Association, irrespective of any other changes or amendments that might be made to the Kilnwood Declaration, including dissolution or replacement thereof; and (c) may not be amended without the approval of Ted Hilton, the Lake Kanasatka Watershed Association, and the Kilnwood on Kanasatka Association or other association of owners of the Kilnwood Property..

14. In the event litigation is commenced alleging a violation of any of the provisions of this Tenth Amendment or the Settlement Agreement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees.

15. This Tenth Amendment shall be effective upon recording in the Carroll County Registry of Deeds.

KILNWOOD ON KANASATKA CONDOMINIUM UNIT ASSOCIATION, INC.

By: _____
Name: Enid Burrows
Its President, Duly Authorized
Date: _____

By: _____
Name: Allen Rapp
Its Treasurer, Duly Authorized

NEW HAMPSHIRE
COUNTY OF _____

The foregoing Tenth Amendment to the Declaration of Condominium was acknowledged before me this ___ day of _____ 2011 by Enid Burrows, the duly authorized President, and Allen Rapp, the duly authorized Treasurer of Kilnwood On Kanasatka Condominium Unit Association, Inc., a New Hampshire voluntary corporation, on behalf thereof.

Notary Public/Justice of the Peace
My Commission Expires: _____

CERTIFICATION

The undersigned Secretary of Kilnwood On Kanasatka Condominium Unit Association, Inc. certifies that at a Special Meeting of Kilnwood On Kanasatka Condominium Unit Association, Inc. held on _____, 2011, the votes referred to in this Tenth Amendment were duly taken in accordance with the Articles of Agreement, By-Laws, and Declaration for Kilnwood on Kanasatka.

KILNWOOD ON KANASATKA CONDOMINIUM UNIT ASSOCIATION, INC.

By: _____
Name: _____
Its Secretary, Duly Authorized
Date: _____