

Village of Winnepesaukee Timeshare Owners Association
C/O LJS Processing Center
PO Box 622458
Orlando, FL 32862



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Anna Ackley T1 P1
102 Cunningham Lane
Poughuag NY 12570

Dear Village of Winnepesaukee Owner,

Enclosed you will find the following:

- Letter to Owners
- Draft Amendment to the Declaration
- Notice/Agenda to an upcoming Special Owner's Meeting
- Proxy Ballot





Dear Village of Winnepesaukee Owner,

In 2022 your Board of Directors hired Lemonjuice Solutions, a national timeshare management and strategic planning company, to manage our Association and to help us plan for the future.

After extensive research of our financial situation, our governing documents and New Hampshire law, and getting feedback from our owners about what they want for the future, Lemonjuice made two specific recommendations: to amend the Timeshare Declaration, the document which describes how our association is governed and operated, and to reduce the number of units within our timeshare program from 35 to 28.

The reduction in the number of units will help correct for the fact that there are currently less than 900 weeks owned by people who pay their annual maintenance fees, in a program intended for 1,750 timeshare owners. The analysis conducted by Lemonjuice shows that all remaining owners will be able to retain a similar or better week when the 900 owners are consolidated into 28 units. The seven units will be sold through real estate brokers, and the association and owners remaining in those units (who do not elect to move to a similar or better week in another unit) will receive the net proceeds of those sales. Your association will use these funds to maintain and improve the remaining units, and to shore up the general finances of the association.

The amendment to the declaration brings our association documents up to date with current laws and will reduce the cost and time required to complete the reduction in the number of units. Before those units are removed from the timeshare program and sold, the owners within those units will have to vote on the process and that will happen later this year.

The amendment to the Declaration is included in this letter. Please read it and cast your vote to accept or reject the amendment by returning the enclosed ballot by mail or using your cell phone to view the QR code on the ballot and to cast your vote electronically. Your board of directors encourages you to vote in favor of this amendment.

If you have questions, please visit www.vwtoa.info or call (603) 458-4587.

Thank you.



AMENDMENT TO

THE SUPPLEMENTAL DECLARATION AND COVENANTS AND RESTRICTIONS OF THE VILLAGE AT WINNIPESAUKEE AND THE BY-LAWS OF THE VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS ASSOCIATION

WHEREAS, Brickyard Mountain Condominium (presently known as Village at Winnepesaukee) (the “**Property**”) was created as a condominium use and Ownership regime pursuant to the Declaration of Brickyard Mountain Condominium II dated September 9, 1974, recorded in the Belknap County Registry of Deeds in Book 639, Page 466, as further amended (the “**Original Declaration**”); and

WHEREAS, the Original Declaration was first amended by Amendment dated November 20, 1975, and recorded in Book 664, Page 280 of the Belknap County Registry of Deeds, whereby, inter alia, the name of the Property was changed to the “Village at Winnepesaukee” (hereinafter, the “**First Amendment**”); and

WHEREAS, the Original Declaration was amended a second time by Amendment dated June 29, 1993, and recorded in Book 1258, Page 850, of the Belknap County Registry of Deeds (hereinafter, the “**Second Amendment**”); and

WHEREAS, the Original Declaration was amended a third time by Amendment dated November 7, 1998, and recorded in Book 1499, Page 985, of the Belknap County Registry of Deeds (hereinafter, the “**Third Amendment**”); and

WHEREAS, the Original Declaration was amended a fourth time by Amendment dated September 26, 2000, and recorded in Book 1610, Page 0028, of the Belknap County Registry of Deeds (hereinafter, the “**Fourth Amendment**”); and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and all other amendments to the Original Declaration are hereinafter collectively referred to as the “**Condo Declaration**”; and

WHEREAS, the Property was subjected to a timeshare regime pursuant to that certain Supplemental Declaration Of Covenants And Restrictions The Village At Winnepesaukee, dated June 19, 1981, and



recorded in the Belknap County Registry Of Deeds In Book 807, Page 162 (the “**Original Supplemental Declaration**”); and

WHEREAS, the Original Supplemental Declaration was revised, restated and recorded on July 21, 1981, in the Belknap County Registry of Deeds in Book 808, Page 980 as “Supplemental Declaration Of Covenants And Restrictions The Village At Winnepesaukee” (the “**Supplemental Declaration**”); and

WHEREAS, Section 22 of the Original Supplemental Declaration established the creation of The Village Of Winnepesaukee Timeshare Owners Association (the “**Association**”), as well as the powers to be conferred unto the Association in accordance with the terms thereof; and

WHEREAS, the Condo Declaration established the creation of 180 (one hundred and eighty) Units at the Property, and by virtue of the creation of the timeshare regime under the Original Supplemental Declaration and Supplemental Declaration, and in accordance thereof: 35 (thirty five) of such Units, namely: Nos. 112, 324, 415, 422, 522, 531, 532, 611, 613, 614, 615, 621, 622, 623, 624, 625, 631, 632, 633, 634, 635, 712, 731, 733, 734, 735, 736, 813, 833, 916, 926, 932, 936, 1022, 1035, were subjected to and continue to be subjected to a timeshare form of use and Ownership; and

WHEREAS, the Bylaws of the Association (the “**Bylaws**”) was revised, restated and recorded on January 5, 2016, in the Belknap County Registry of Deeds in Book 3011, Page 0928; and

WHEREAS, in accordance with the provisions of Section 28 of the Supplemental Declaration, it may be amended upon recording the same in the Belknap County Registry of Deeds accompanied by verification of the written approval of the Owners of Intervals (as defined in the Supplemental Declaration) representing a simple majority of interest of all fractional undivided interests, in the and whereas a complete attestation of such approval is attached hereto as Exhibit A; and

WHEREAS, in accordance with Section 1 of Article XI of the Bylaws it may be amended by a vote of a majority vote of the members at any regular or special meeting, which amendment shall become effective upon recording in the Belknap County Registry of Deeds; and

WHEREAS, at a special meeting of the Owners of Intervals conducted on ____2023, in accordance with the terms and provisions of the Supplemental Declaration and Bylaws, a majority of Owners of Intervals, representing and constituting more than ____% of the total vote of all Owners of Intervals of Units impacted thereby, voted to amend the Supplemental Declaration and Bylaws; and

WHEREAS, unless expressly stated hereinafter, the capitalized terms used herein shall have the same meaning as set forth in the Condo Declaration, Supplemental Declaration and in the Bylaws,

NOW, THEREFORE, in accordance with and pursuant to the vote of Owners of Intervals as hereinbefore stated, the Supplemental Declaration and Bylaws (collectively the “**Governing Documents**”) are hereby amended as follows:

**I. AMENDMENTS TO THE SUPPLEMENTAL DECLARATION AND
COVENANTS AND RESTRICTIONS OF THE VILLAGE AT
WINNIPESAUKEE**

1. Subsection (i) of Section 1 “Definitions”, entitled “Majority in Interest of Owners” is hereby deleted in its entirety and the following is substituted therefor:

“A “Simple Majority in Interest” shall mean Owners who, in the aggregate, own more than 50% of the undivided interests of a Unit or all Units dedicated to the timeshare form of Ownership.”

2. The following sentence is hereby added at the end of Subsection (f) of Section 1 “Definitions”, entitled “Owner”:

“The term “Owner” shall also mean and include the Association”.

3. In Subsection (c) of Section 1 “Definitions”, entitled “Use Period” the words “Appendix C” shall be replaced with words “Exhibit B”.

4. The Definitions as specified in Section 1 shall be amended by the inclusion of the following additional Subsection (s) as follows:

“Good Standing” means an Owner with no outstanding payment obligations to the Association that are more than 30 days past due.”

5. Section 6 “Waiver of Partition” shall be deleted in its entirety and the following is substituted therefor:

“Upon termination of the timeshare regime for one or more Units, the Owners of Intervals affected thereby shall be tenants in common and, by virtue of such legal capacity, each such former Owner of an Interval waives all rights with respect to the partitioning of such affected Unit(s) and consents to the partitioning and/or sale thereof,



as determined by a vote of Owners conducted in the manner specified in this Supplemental Declaration.”

6. The following sentence is hereby added at the end of Section 14 “Voting”:

“Owners who are not in Good standing shall not be entitled to cast their vote at a duly convened meeting of Owners/Owners; and for the purpose of determining quorums, and any and all other required percentages of Owners for decision-making purposes, the percentages and/or numbers required shall represent a fraction, the numerator of which shall represent Owners in Good Standing who participate, in person or by proxy or by such other methodology allowable hereunder, and the denominator shall represent all Owners of Intervals in Units affected thereby, but excluding Owners/Owners who are not in Good Standing.

7. Section 28 “Amendment” shall be deleted in its entirety and the following is substituted therefor:

“This Supplemental Declaration of Covenants and Restrictions may be amended upon recording the same in the Belknap County Registry of Deeds accompanied by verification of the approval decision of a Simple Majority in Interest of Owners in Good Standing present at the meeting of Owners. By agreement of a 100% majority in Interest of Owners in Good Standing within any Unit the Use Period for such Unit may be changed.”

8. Section 29 “Termination” shall be deleted in its entirety and the following is substituted therefor:

“The timeshare regime may be terminated with regard to any specific Unit or Units after notice by the decision of Simple Majority in Interest of Owners being of Good Standing within such Unit it Units present and all mortgages and liens upon the timeshare interests shall encumber the undivided interests of such tenants in common. In the event of such termination the Owners of the impacted Units shall become tenants in common in those particular Units and the Owners of Intervals in all other timeshare Units not subject to termination will continue being subjected to the timeshare regime.”

9. The Supplemental Declaration is hereby amended by the inclusion of a new Section 31, which reads as follows:

“Section 31. Termination plan. Trustee Appointment and Powers

- 1. Concurrently with a decision to terminate the timeshare regime as it pertains to one or more Units, per Section 29, a termination plan shall be adopted at the same meeting of Owners outlining key steps of the transition period and regime termination (the “**Termination Plan**”). The Board of Directors can choose to serve as the termination trustee or appoint an independent and unrelated party to assume that role in order to effectuate the Termination Plan. Powers assumed by an independent trustee shall coexist with the powers of the Board.*

2. *Trustee powers shall include:*

- a. *All powers necessary to carry out the disposition of the Association assets affected by the termination, including but not limited to the sale of Units approved for sale by the Owners thereof in such amounts deemed to be in the best interests of the Association and its Tenants in Common.*
- b. *Carry out and execute contracts, releases, deeds and related documents.*
- c. *Collect debts and settle accounts of Owners.*
- d. *Employ agents, attorneys, and other professionals to assist with the process.*
- e. *Defend suits and sue in the name of the Association for all sums owing or related to the termination process.*
- f. *Perform acts necessary to maintain, or repair property until the disposition is complete.*
- g. *Collect and receive rents, profits, fees and insurance proceeds.*
- h. *After paying all costs associated with the disposition and termination process, distributing proceeds and offsetting sums owing against account balances owed and taking such other actions deemed necessary and expedient to clear title and administer the plan for termination."*

10. Section 17 shall be supplemented with the paragraph as follows:

"At the discretion of the Manager or Management Agent , or the Board of Directors if there is no Manager or Management Agent appointed, and in order to meet ongoing maintenance issues and certain Owner preference requirements, the Manager, or the Board, as applicable, shall have the absolute right, in its discretion, to swap and re-assign Unit Owners and their guests to other unoccupied and available Units at the Resort Property, for such period of time as it shall determine."

11. Non-judicial foreclosure

Subsection (b) of Section 10 ("Effect of Nonpayment of Assessment") is hereby deleted in its entirety and the following is substituted therefor:

"(b) Any Assessment which is not paid within thirty (30) days after its due date shall be subject to late fees and interest from said due date at the rate set by the Board of Directors. The Association may bring an action against the Owner personally obligated to pay the same to collect the amount of such Assessment and the cost of processing an action to recover amounts owing. In lieu of such action, and to the extent otherwise allowable or permissible under New Hampshire law, the Agent may foreclose the lien in like manner as a mortgage on real estate . To effectuate such foreclosure, the Board of

Directors and the Agent shall have the STATUTORY POWER of SALE and may foreclose the lien in the manner set forth in RSA 479:25 or by any other method allowed under State law. Fees, charges, late charges, fines, and interest charged are enforceable as Assessments. If an Assessment is payable in installments the full amount of the Assessment is a lien from the time the first installment thereof becomes due.”

A lien under this section is prior to all other liens and encumbrances except:

(i) Mortgages and deeds of trust securing first mortgage holders and recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment;

(ii) Liens for real estate taxes and other governmental assessments or charges; and

(iv) Liens securing Assessments or charges made by a person managing a project of which the Property is a part.”

12. Throughout the text of the Supplemental Declaration all reiterations of the word “time-share” with a hyphen shall be substituted with the word “timeshare” without a hyphen.

13. In Subsection (d) of Section 2 “Exclusive Use and Occupancy” the words “Majority in Interest of Owners” shall be replaced with words “Simple Majority in Interest of Owners”.

II. AMENDMENTS TO THE BY-LAWS OF THE VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS ASSOCIATION (REVISED)

1. Supplement Section 5. “Voting” of Article VI with the following sentence:

“The members who are not in Good standing (as defined in Supplemental Declaration Of Covenants And Restrictions The Village At Winnipisauke as amended) shall not be entitled to cast their vote at duly convened meeting of members; and for the purpose of determining quorums, and any and all other required percentages of members for decision-making purposes, the percentages and/or numbers required shall represent a fraction, the numerator of which shall represent members who participate, in person or by proxy or by such other methodology allowable hereunder, and the denominator shall represent all members of Intervals in Units affected thereby, but excluding members who are not in Good Standing for both numerator and denominator.”

2. The first and second sentences in Section 3 “Notice” of Article VI shall be deleted in their entirety and the following is substituted therefor:

“A written notice of each meeting of the members shall be given to each member, stating whether it is an annual meeting or a special meeting, the place, date, time and purpose

thereof by the Secretary, or in the case of his or her death, absence, incapacity or refusal, then by any officer at least 21 days in advance of any annual or regularly scheduled meeting, and at least 7 days in advance of any other meeting. The minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. The notice shall be given: (a) by personally delivering the notice to the member, (b) by leaving the notice at the member's current address as it appears in the records of the Association, or (c) by mailing it, postage prepaid, addressed to the member as his or her such address, or d) by electronic mail address as designated and approved for Association communications by a Member."

3. Section 1 "Number" of Article VII shall be deleted in its entirety and the following is substituted therefor:

"The affairs of the Association shall be governed by a Board of Directors of five (5) directors who shall be elected at the annual meeting of the Association, or in case of failure to act at said meeting, at a special meeting called for said purpose. The Board of Directors shall be empowered to reduce the number of directors to three (3) by a simple majority vote of the then currently seated members of the Board of Directors."

4. The last sentence of Section 2 "Powers and duties" of Article VII shall be amended to include the following sentence:

"All actions taken by the Association, shall be effectuated by and through its Board of Directors and the execution of any and all documents by the Board, in conformity with this provision, shall be deemed effective and valid against and for all members of the Association for all purposes."

5. In the first sentence of Section 9 "Absences of Directors at Meetings" of Article VII the word "automatic" shall be deleted.

6. The last sentence of Section 9 "Absences of Directors at Meetings" of Article VII shall be amended to include the following sentence:

"No Director shall be subject to removal if the Board of Directors rules by majority of votes that Director's absence(s) was caused by extenuating circumstances."

7. The last sentence of Section 1 "Designation and Election of Officers" of Article VIII shall be amended to include the following sentence:

"Except for the President and Vice President, a member of the Board of Directors and/or an Officer of the Association does not have to be a member of the Association."

8. The first sentence in Section 2 "Rules" of Article X shall be deleted in its entirety and the following is substituted therefor:

“In order to assure the peaceful and orderly use and enjoyment of the building and common elements of said condominium units, and in addition to provisions of Subsection (k) of Section 3 of Article VII hereof, the Board of Directors may from time to time adopt, modify and revoke, in whole or in part, such reasonable rules governing the conduct of persons in Timeshare Units as it may deem necessary.”

Except as otherwise expressly set forth in this Amendment, the terms conditions and provisions of the Governing Documents shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Village Of Winnepesaukee Timeshare Owners Association has caused this Amendment To The Supplemental Declaration And Covenants And Restrictions Of The Village At Winnepesaukee And The Bylaws Of The Village At Of Winnepesaukee Timeshare Owners Association to be signed in its corporate name by its duly authorized officer, this day of _____.

Village Of Winnepesaukee Timeshare Owners Association

_____ President

_____ Secretary

NOTARY CERTIFICATION

STATE OF _____ COUNTY OF _____

I certify that _____ personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

WITNESS my hand and official seal this _____ day of _____.

(Notarial Seal)

My Commission Expires: _____

_____ Notary Public Signature

_____ Notary's Printed Name

**NOTICE OF SPECIAL MEETING OF THE MEMBERS OF
VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS' ASSOCIATION.**

TO: MEMBERS OF VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS' ASSOCIATION


NOTICE IS HEREBY given, pursuant to the By-Laws of VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS ASSOCIATION (the "Association"), that, for the members of the Association, a special meeting of the membership of the Association will be held on Saturday, July 15, 2023, at 10:00 AM at Residence Inn Needham Boston 80 B St, Needham, MA 02494 as well as online via ZOOM, for the purpose(s) set forth on the agenda hereinbelow, among other matters which may be properly brought.

PLEASE NOTE: Participation at this meeting will be available online only at: Join Zoom Meeting
<https://us06web.zoom.us/j/88924855295?pwd=eW4vRGNXeTQ1QVVzQ0t2QTNWaiRMQT09>
Meeting ID: 889 2485 5295 Passcode: 188359

The undersigned certifies that this notice shall be mailed (by depositing same in the United States Post Office or in a letter box in a postage-paid, sealed envelope by Regular Mail) to each Member of the Association at his or her respective address as the same appears on the books of the Association and posted conspicuously on the Condominium Property at least fifteen (15) days before the scheduled date of the subject meeting.

Dated: June 14, 2023

VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS ASSOC.

By: 
Print Name: R. Scott MacGregor
Print Title: Director, Managing Agent

AGENDA

1. Roll call and certification of Proxies
2. Proof of Notice of Meeting
3. Discussion and tally of Proxy Ballots
4. Adjournment



VILLAGE OF WINNIPESAUKEE TIMESHARE OWNERS' ASSOCIATION

PROXY BALLOT

(AMENDMENT)

KNOW ALL BY THESE PRESENTS:

The undersigned owner(s) or designated voting member(s) of the Condominium Unit(s) listed below hereby constitute and appoint: _____ or THE BOARD OF DIRECTORS, if no person is named above, their true and lawful attorney, agent, and proxy, with full powers of substitution, for and in the name of the undersigned, to attend the Special Meeting of the Members of the Village of Winnepesaukee Timeshare Owners Association to be held on or about July 15, 2023 at 10:00 AM at the Residence Inn Needham Boston, 80 B St, Needham, MA 02494 as well as online via ZOOM.

Participation at this meeting will be available online only at:

<https://us06web.zoom.us/j/88924855295?pwd=eW4vRGNXeTQ1QVVsQ0t2QTNWalRMQT09>

Meeting ID: 889 2485 5295 Passcode: 188359

and at any lawful adjournment or continuation thereof, for the purpose of entering my/our vote on the proposed Amendments and acting on all matters and in all things that may come before said meeting, to represent the undersigned with all the powers that the undersigned would possess if personally.

The undersigned ratify and confirm all acts and things that the proxy shall lawfully do or cause to be done, whether at the special meeting or at any change, adjournment, or continuation of it and revoke all proxies previously given to anyone for the above purposes. This proxy may be revoked by the undersigned by written notice at any time.

This proxy is valid only for this designated meeting and any lawfully adjourned meeting thereof, however, in no event shall this proxy be valid for a period longer than one hundred eighty (180) days after the date signed. The holder of this proxy expressly reserves the right to appoint a substitute to act in their place.

I do hereby vote (mark ONE box below):

☐

FOR the adoption of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions & Bylaws of the Village of Winnepesaukee Timeshare Owners Association, and establishment of its Articles of Incorporation as an Incorporated Condominium.

☐

AGAINST the adoption of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions & Bylaws of the Village of Winnepesaukee Timeshare Owners Association.

The undersigned executes this Proxy Ballot:

VILLAGE OF WINNIPESAUKEE PROPERTY ADDRESS/UNIT(S): _____

DATE: _____ SIGNATURE: _____

Print Name: _____

DATE: _____ SIGNATURE: _____

Print Name: _____

Please return this proxy:

Mail: Village of Winnepesaukee Reimagination
243 Endicott St N
Laconia, NH 03246

Email: info@vwtoa.com

Text: (603) 458-4587

