

*John P. Anton*

Register of Deeds, Carroll County

**AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
OF  
SOARING HEIGHTS, INC.**

AMENDMENT to the Declaration of Covenants, Restrictions, and Easements of Soaring Heights, Inc. made this 7<sup>th</sup> day of June, 2008 by the Soaring Heights Owners Association pursuant to Article X as follows:-

1. Article III.7 is hereby deleted in its entirety and replaced with the following:

The Annual Meeting of the Owners Association shall take place in June of each year, generally concurrent with the Annual Meeting of the Windsock Village Aviation Corporation. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the owners of record as of January 1, of year not less than twenty (20) days prior to the date fixed for said meeting.

2. Article V.3 is hereby deleted in its entirety and replaced with the following:

Assessments made pursuant hereto, together with interest thereon computed from the due date of each assessment at the rate of one and one-half percent (1 ½%) per month, and all costs of collection thereof, including attorney's reasonable fees, shall be a charge on the Lot and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the owner of such property as of the time payment thereof shall become due. Said lien shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to New Hampshire Revised Statutes Annotated Chapter 479. Notice of lien shall be placed on record at the Carroll County Registry of Deeds in the same manner and using the same procedure as a lien for assessments under RSA 356-B.

The Association shall have the right to impose a ten dollar (\$10.00) monthly service charge upon each Lot Owner whose assessment is thirty (30) days overdue, in addition to the interest imposed as previously set forth.

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3. Article XIII.3 is hereby deleted in its entirety and replaced with the following:

Enforcement of these Covenants, Restrictions and Easements shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to all reasonable costs of enforcement, including court costs and attorney's fees.

WITNESS my hand and seal this 28th day of December, 2008.

The undersigned, Harold Wheeler, Secretary of the Soaring Heights Owners Association hereby certifies that forty (40%) percent of the common interest owned by all owners was cast in favor of the Amendment set forth herein at an Annual Meeting held on JUNE 7, 2008 and that notice of the foregoing Amendment was given to all unit owners in accordance with the By-Laws by United States mail, first class postage pre-paid dated MAY 17, 2008.

[Signature]  
Witness

[Signature]  
Harold Wheeler, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, Harold Wheeler, as Secretary of the Soaring Heights Owners Association and acknowledged the foregoing instrument as his voluntary act and deed, before me this 28th day of December, 2008.

[Signature]  
Notary Public/Justice of the Peace  
Print Name: Deborah Fawver  
My Commission Exp: 1/4/2010