

Klondike

Camping Resort

ROUTE 8
OTIS, MASSACHUSETTS 01253

KLONDIKE CAMPGROUND

Otis, Massachusetts

OFFERING PLAN

I

KLONDIKE CLUB, INC.
(a non-profit corporation)

A plan to create a Campsite community which is owned by the purchasers of Campsite Interests including an undivided interest in the whole Campground, an exclusive Occupancy Right for the use of the Campsite, and a membership in Klondike Club, Inc. the management agency for the owners of the Campsite Interests.

DECLARANT: Klondike Club, Inc.
Otis, Massachusetts, 01253

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Otis, Massachusetts, 01253

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KLONDIKE

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OFFERING PLAN

I

INTRODUCTION

Klondike Campground is a campground located in Otis, Massachusetts which will, at completion, consist of approximately 270 acres of land on which there will be located 201 Campsites. It is intended that the development will be organized cooperatively, with the owners of Campsite Interests being the owners of an undivided interest in the whole property, as tenants-in-common and as an appurtenance to their undivided interest in the property will own an exclusive right to occupy a specific Campsite. As an additional appurtenance to the undivided interest in the property, a camper will receive a membership in Klondike Club, Inc., a non-profit corporation which acts as agency of the owners in operating/managing Klondike Campground.

Unlike the normal New York style or classic cooperative, the purchaser does not buy shares of the corporation which owns the real property. The Club has no real property assets and is merely an agent or conduit for the payment of expenses and operating costs of the maintenance of Klondike Campground. The ownership of the real property is completely in the purchasers of Campsite Interests called "Campers". As a member of the Club, the Camper will have the right to vote annually for the Board of Directors who will actually conduct the affairs of the Club and supervise the operation of the Campground. As Camper, he will pay an annual maintenance charge, which is a proportionate share of the cash requirements for the operation and maintenance of Klondike Campground and the creation of such reserves for contingencies as the Board may direct. Klondike Campground will be operated on a non-profit basis, and its income will be limited to equal its expenses and such reserves. The purchaser will receive a Warranty Deed for undivided interest in the property, and the right to the exclusive use of a designated Campsite.

The Annual maintenance charges for each Campsite will be estimated by the Operating Committee and submitted to the Board for approval and subsequent ratification by the membership. Although the documents provide for limited mortgaging powers to the Club, there will be no underlying mortgage on Klondike Campground and a purchaser's right to his Campsite Interest will be conveyed by Warranty Deed free and clear of liens or mortgage interests and except for the Covenants, easements and restrictions, creating the regime of Klondike Club, Inc. title will be unencumbered. If the Board of Directors so decides it does have limited power to finance capital improvements or substantial additions to the recreational amenities by obtaining a mortgage.

The agreement to purchase a Campsite Interest is similar in legal effect to any agreement to purchase land. You have received such an agreement with this offering plan.

A summary of principal provisions of the Declaration of Covenants Restrictions/Master Deed, provisions of which are incorporated by reference in every deed may be found at Page DCR iii. A copy of the entire Declaration of Covenants and Restrictions/Master Deed is attached in Section II. A summary of the Bylaws of Klondike Club, Inc. covering the operation of the corporation are found on BL-iv. Commencing at Page DCR-14 there is a detailed description of the Property which should be reviewed by the purchaser. The Rules and Regulations are also enclosed in Section IV.

Title to the whole property will be dedicated to the scheme of the development by virtue of a Declaration of Covenants and Restrictions/Master Deed, which was recorded prior to the closing of title for the first Campsite Interest. Once dedicated, title to individual Campsite Interests will be transferred to the purchaser at closing, by normal full form Massachusetts Warranty Deed.

During development, the developer, Otis Campsite Construction Corporation (OCCC) called the "Declarant" reserves the right to establish not yet surveyed in its entirety, the 201 Campsites within Klondike Campground. OCCC is a wholly owned subsidiary of Klondike Club, Inc. (KCI).

Although the recreational areas are permanently dedicated to recreational purposes, and subjected to the rights of Campsite Interests at the time of filing the Declaration, OCCC will reserve, as an appurtenance to its remaining interest in Klondike Campground, the right to continue to develop the roads and amenities, and will particularly reserve the right to extract gravel from the recreational area near the Farmington River as a part of the landscaping of that facility. Title to the gravel is to remain in OCCC and is not conveyed with the Campsite Interests until construction is completed.

This introduction and attached Sections, II, III, & IV, constitute the entire Offering Plan. All documents referred to in this offering plan are important.

It must be emphasized that this plan is not for the sale of unimproved land. As a part of the Purchase Agreement, the Declarant contracts to complete all of the recreational amenities, roads, and all elements necessary to enjoy the Campsites being conveyed. The Campsites will be provided with sanitary facilities, water connections, a parking pad, and an electrical power connection, a picnic table and a storage building.

Although some Campsite Interests may be conveyed at a later date, no contract to convey can be executed which will contemplate delivery of a finished site later than two years from execution. The amenities will include: necessary roads, clubhouse with a pool; tennis courts; parking lots; cross-country ski and hiking trails; horseshoe pits; picnic tables in the common properties; a main playground; maintenance building; managers home; maintenance and placement vehicle; service and emergency gate on Route 8; community safety equipment; several conveniently located comfort stations; and other amenities as may be added by agreement by the Campsite owners and the Board of Directors of Klondike Club, Inc.

There is a formal arrangement for the leasing or resales of Campsites, which is strictly limited by the Bylaws and the Rules and Regulations. (see Bylaws Article XII, Paragraph O [BL 14]). If a Camper wishes to lease his Campsite, he may on his own, provided he follows the restrictions and notices.

No representation is made that there will be any economic benefits to the ownership of a Campsite Interest, other than the fact that ownership of an interest in Klondike Campground is ownership of recreationally oriented real estate. Klondike Campground is innovative in its field, and there is no comparable project in the Northeast to the knowledge of the Declarant. Therefore there can be no assurance of economic success. A purchaser should examine the land, the region, the forest, the completed and proposed amenities, and the lifestyle being sold, and make his own decision on all factors, as well as his own estimate of any economic benefits, before purchasing.

OFFERING PLAN

II

DECLARATION OF
COVENANTS AND RESTRICTIONS/
MASTER DEED

KLONDIKE CAMPGROUND

A Cooperatively Owned Campground
Otis, Massachusetts

OTIS CAMPSITE CONSTRUCTION CORPORATION

Declarant to

KLONDIKE CLUB, INC.

and

The Owners of Campsite Interests in

Klondike Campground as Tenants-in-Common

DECLARATION OF COVENANTS AND RESTRICTIONS/MASTER DEED
KLONDIKE CAMPGROUND
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DECLARATION OF COVENANTS AND RESTRICTIONS

MASTER DEED

KLONDIKE CAMPGROUND, OTIS, MASSACHUSETTS

INTRODUCTION

The following is a basic document for establishing your title interest in Klondike Campground. It is a title instrument, recorded on the land records and upon conveyance to you becomes a part of your Warranty Deed, as if it was fully attached to that document. Although the Declaration is lengthy, its concept is fairly simple. Your Deed to Klondike Campground conveys to you from Otis Campsite Construction Corporation, the developer (called OCCC in the documents) an interest in real estate called a Campsite Interest. It was created in order to give you the maximum ownership cooperative interest in real estate possible, so that you could perpetually take advantage of the camping possibilities of the Campground.

A Campsite Interest includes the following elements:

1. The ownership of one, two hundred and first (1/201) undivided interests in the entire Property of Klondike Campground - all 270 acres of it, as tenant-in-common with the other interest owners.
2. The exclusive right to use a designated Campsite, as if it were fully owned by you, subject to the restrictions outlined in the Declaration, to insure that everyone uses their site as a Campsite, and does so, in order that the character of Klondike Campground as a first class, natural campground will be preserved.
3. A membership share in Klondike Club, Inc., a Massachusetts, non-profit corporation, established as your agent, in operating the whole campground. The Club does not own Klondike Campground, you do. As a matter of fact, it owns very little. It merely is your servant and alter ego in providing for central Management of the whole operation. It obviously has been delegated a great deal of management power. You and the other campers will be in control of the vote (at one vote per Campsite Interest) for the portion of the Board of Directors whose terms expire each year (one third of the voting power of the Board).

You should take special note of the fact that everyone must continue to pay his maintenance assessments. If they remain unpaid, they become a lien on the Campsite Interest subject to foreclosure, they must be paid to clear title at the time each Campsite Interest is resold, and if they remain unpaid can put the Camper in default of his mortgage, as well as cut off his privileges.

The Campsite Control Committee is given broad powers. The committee is charged with maintaining architectural, environmental and aesthetic integrity of all Klondike Campground. Vigorous enforcement can be expected for the protection of everyone.

Klondike Campground is a campground for Recreational Vehicles. It may not become a permanent domicile. Unsightly temporary structures and uses on the Campsite will be forbidden. The structure and organization of Klondike Campground have been carefully designed to preserve the character and integrity of the Town of Otis, the scenery of the Berkshire Hills and the perpetual preservation of the woodland environment.

DECLARATION OF COVENANTS AND RESTRICTIONS

MASTER DEED

KLONDIKE CAMPGROUND, OTIS, MASSACHUSETTS

THIS DECLARATION made this 1st day of March, 1982, by Otis Campsite Construction Corporation of Otis, Massachusetts ("Declarant") being the owner of undivided interest of certain premises in the Town of Otis, County of Berkshire, Massachusetts, (Route 8) hereinafter describes, known as KLONDIKE CAMPGROUND.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a campground with woodlands, playgrounds, open spaces, roadways, water, sanitary and other utility systems, and other common facilities for the benefit of said campground; and

WHEREAS, Declarant desires to provide for a system of ownership and rights of occupancy for the Persons who will be Members of the Campground wherein the Members will own undivided ownership interest as tenants-in-common, and as an appurtenance to said ownership interest receive an exclusive right to occupy a named Campsite, administered by a central agency to whom the Members collectively have delegated the powers of administration and maintenance; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said campground and for the maintenance of said common facilities, to promote and preserve camping, and to this end subject the real Property described in Article II and the ownership interest therein, together with such additions as may hereafter be made thereto (as provided in Article II) to the Covenants, Restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of Property and each Campers thereof; and to the delegate to said agency of the Campers the power of administering and enforcing the Covenants and Restrictions, and collecting and disbursing the assessments, taxes, rents and charges hereinafter created; and

WHEREAS, Declarant desires to establish a single, uniform system of Covenants, Restrictions, easements and ownership interests to be conveyed to purchasers of undivided fractional interests of the Properties known as Klondike Campground as tenants-in-common so that each deed of such interest will automatically incorporate the Covenants and Restrictions herein set forth, which are deemed Covenants, real and to run with the land and interests conveyed therein, to the purpose herein contained; and

WHEREAS, Klondike Club, Inc. has incorporated under the laws of the Commonwealth of Massachusetts a non-profit membership corporation owned by the members for the purpose of exercising the functions of agency for the owners aforesaid;

NOW THEREFORE, Declarant declares that the real property described in Article II; and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") and no other way, hereinafter set forth.

ARTICLE I
DEFINITIONS

SECTION I. The following words when used in this Declaration, or any supplemental Declaration, the Bylaws and Rules and Regulations (unless the context shall prohibit) shall have the following meanings:

- a) Appurtenant Interest: (1) the interest of the Camper in the assets of the Club; (2) the membership of the Club; (3) the exclusive right to occupy a designated Campsite.

(b) Board of Directors: The Board of Directors of Klondike Club, Inc. as it may be from time to time constituted in accordance with Bylaws or Law.

(c) Bylaws: The Bylaws of the Club.

(d) Camper: The record owner whether one or more persons of the fee simple title to an undivided interest in the Properties but notwithstanding and applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Camper shall include tenants or occupants to whom the obligations and rights of a Camper have been delegated in the lease or occupancy document.

(e) Campsite: Any of 201 numbered sites designated as such by the Declarant, lying between the lines connecting centers of metal pipes or pins, within the Properties and as shown on a sketch or plan entitled "KLONDIKE Camp Ground OTIS, MASSACHUSETTS by Chamonix Chalet Properties, Inc. Scale: 1"=200' prepared by Almer Huntley, Jr. & Assoc. Inc. Planners, Surveyors & Engineers, Northampton, Mass.", showing the location and number of Campsites, subject to such rights of non disturbance for common utilities and access as may be represented by such paths, utility lines or facilities in fact crossing through such plot of land. A copy of such plan or an extract of such plan showing the relevant cluster shall be given to every purchaser and the master copy of the plan and extracts shall be permanently on file at the office of the Club, with current revisions.

(f) Campsite Interest: One of 201 undivided fee simple interests as tenant-in-common with the other undivided interests, together with the appurtenant interests in the membership of the Club and the Occupancy Right to a Campsite. The elements of a Campsite Interest are non-severable pursuant to Article XII.

(g) Club: Klondike Club, Inc., the agency and attorney-in-fact coupled with an interest, to whom the powers of management, maintenance, and conveyance of portions of the Properties, and the collection and disbursements of assessments, charges and taxes, has been delegated by the Campers of Klondike Campground.

(h) Common Charge: The charge assessed against such Campsite Interest for the periodic share of Common Expenses allocated to a Campsite Interest, which shall be equal for all interests. The Club shall collect the Common Charges as agent for Campers in order to pay common expenses.

(i) Common Expenses:

i. Expense of administration, maintenance, repair, or replacement of the Common Properties or portions of the Campsites maintained by the Club pursuant to the Bylaws, including cost of taxes, municipal assessment of insurance.

ii. Expenses declared as Common Expense by provisions of this Declaration or the Bylaws.

iii. Expenses agreed upon as Common Expense by the Club and lawfully assessed against the Campers in accordance with the Bylaws.

iv. Any valid charge against the properties as a whole.

(j) Common Properties: Those areas of land and appurtenant easements devoted to the common use and enjoyment of the Campers of the Properties; and shall consist of all the Properties; the improvements thereon and the sanitary sewage and utility system on, and serving the Campsites, and all of the personal property, necessary for the use and enjoyment of the Properties, expressly excluding and excepting the Campsites.

(k) Declarant: OCCC the subscriber of this instrument, and the owner of the undivided Properties, or its successor in title by virtue of an instrument or deed specifically conveying its rights and Declarant hereunder.

(l) Declaration: The Declaration of Covenants and Restrictions/ Master Deed, Klondike Campground, Otis, Massachusetts (this Document) as it may from time to time be supplemented or amended.

(m) Manager: A person, firm or Corporation employed or engaged as an independent contractor to perform management services for the Properties. The term includes Management Agent. The Declarant may be Manager under a separate contract.

(n) Member: A Camper who is a Member of the Club as provided in Article III, Section I. A Camper may have more than one membership in the Club.

(o) Occupancy Right: A real Property Right in the form of an exclusive easement for the use of a Campsite, subject to the restrictions, limitations, easement, rights and conditions of the Declaration, Bylaws, and Regulations. This Occupancy Right is appurtenant to the undivided interest as

(p) Person: An entity legally capable of holding an interest in land under the laws of the Commonwealth of Massachusetts.

(q) Properties: All such existing land additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof; that tract or parcel of land known as Klondike Campground.

(r) Recreational Vehicle: A commercially designed recreational vehicle, in good repair, not greater than 400 square feet in size or a similar vehicle or substantial camping structure approved by the Board of Directors.

(s) Rules and Regulations: Rules and Regulations for the use of the Properties, made and promulgated by the Board of Directors pursuant to the Bylaws.

(t) Trustee: The party designated pursuant to the Declaration or Bylaws as the Trustee for the receipt, administration and disbursement of funds for insurance, casualty loss, condemnation, tort claims or other similar funds.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

SECTION 1. PROPERTIES: The real Property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Town of Otis, County of Berkshire, Commonwealth of Massachusetts and is more particularly described on Exhibit A attached hereto at Page DCR-14.

SECTION 2. ESTABLISHMENT OF CAMPSITES ON THE PROPERTIES: Campsites are hereby established on the Properties subject to this Declaration in the following manner:

CAMPSITES: The Declarant has prepared a general plan of development which encompasses the Properties entitled "KLONDIKE Camp Ground, OTIS, MASSACHUSETTS by Otis Campsite Construction Corporation Scale; 1"=100' prepared by Eric Nelson, Civil Engineer, Otis, Massachusetts," and on file in the office of the Club, Otis, Massachusetts, which indicates eight campsite clusters, within which envelopes the 201 planned Campsites are indicated. Included is a proposed recreation field.

Campsites will be located by the Declarant setting four or more pipes or iron pins in the approximate location shown on the above plan of development. The Campsite will thereafter, upon filing of the Deed therefore be located within the lines joining the pins as set by the Declarant. In the event one or more pins are lost, or removed, the location can be established by the Board of Directors of the Club to incorporate all of improvements of the Campsite, and to substantially conform to the above plan of development. The Board's decision as to such locations will be final.

ARTICLE III
MEMBERSHIP VOTING RIGHTS AND SHARES
IN THE ASSOCIATION

SECTION 1. MEMBERSHIP: Every person who is a record owner of a Campsite Interest which is subject to covenants of record to assessment by the Club, shall be a member of the Club, provided that any such Person or entity who holds such interest merely as a security for the performance of an obligation (such as, but not limited to, a mortgage) shall not be a Member.

SECTION 2. VOTING RIGHTS: The Club shall have one class of voting Membership:

Members shall be all Campers of Campsite Interests. Members shall be entitled to one vote for each Campsite Interest in which they hold the interest required for membership by Section 1. When more than one person holds such Campsite Interest or Interests, all such Persons shall be Members, and the vote for such Campsite Interest shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Campsite Interest.

SECTION 3. SHARES: For purposes of dissolution, or distribution of assets only, Members shall be deemed to own one equal share of the assets of the Club for each Campsite Interest in which they respectively hold interest required for membership.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. CAMPERS' RIGHTS OF OWNERSHIP. Subject to the provisions of Section 2, every Camper shall have an undivided ownership interest as tenant-in-common in and to the Properties and such right shall be a part of and shall pass with the title to every Campsite Interest.

SECTION 2. EXTENT OF OWNERSHIP RIGHT. The undivided right of ownership as tenant-in-common conveyed to Campers of Campsite Interests shall be subject to the following:

a) The exclusive Occupancy Right of Owners appurtenant to the Campsite Interest pursuant to the definitions of Article 1. Campsites will be designated in the deed to each undivided interest.

b) The right of the Club, as provided in its Articles and Bylaws to suspend the enjoyment right of any Member for any infraction of its published Rules and Regulations and to levy liquidated minimum damages in the amount of \$5.00 for each offense for such infractions as well as specific damages as may occur;

c) The right and power of the Club to dedicate or transfer all or any part of the Common Properties to any Person, public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the Campers, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Campers entitled to cast nine/tenths (9/10) of the vote of the membership as may appear on the records of the Club, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

d) The right and power-of-attorney coupled with an interest represented by its agency relationship with all covenants and other considerations, delegated to the Club to deal with the Properties, and to manage the affairs of the Properties to the mutual benefit and pleasure of the co-tenants herein described;

e) The limits and restrictions on the right of any co-tenant to partition as provided herein, which is hereby expressly deemed to be waived for the period of this Declaration, by acceptance of a Campsite Interest in the Properties.

f) Such owner rights and restrictions reserved to the Club, the Campers or the Declarant, as described in the Declaration.

ARTICLE V COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Campsite Interest owned by him within the Properties hereby covenants and each Camper or any Campsite Interest by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Club; (1) annual assessments or charges; (2) special assessments for the capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) assessments for those charges and damages levied or collected pursuant to Article IV, Section 2 (c) and (d) and under Bylaws and subsequently unpaid. The annual and special assessments, together with such interest hereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Campsite Interest against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Person who was the Camper of such Campsite Interest at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Club are deemed to be collected as agent of the Campers in paying for their obligations, taxes and cost, and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Campers and occupants in the Properties and in particular for the improvement and maintenance of Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the building situated upon Properties, including, but not limited to the payment on behalf of the Campers of taxes and insurance thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, Management, and supervision thereof.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. From and after, January 1, 1987 the annual assessment may be established by a vote of the Members as provided in Section 5. Supplementary assessments may be made against specific Campsites for reimbursement to the Club for extra services, extra taxes and structures or use of facilities which is different from that used by Campsites generally. In addition, a supplemental assessment will be established to collect the amount necessary to pay the real estate taxes on the Properties. This will be collected and paid by the Club as agent of the Campers.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Club may levy in any assessment year a special assessment, applicable to no more than five years, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for the purpose, as they appear in the records of the Club, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of meeting.

SECTION 5. CHANGE IN BASIS AND MAXIMUM ANNUAL ASSESSMENT. Subject to the limitations of Section 3 hereof, and for the periods there- in specified, the Club may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4 AND 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or proxies, entitled to cast sixty (60) percent of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one half of required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT; DUE DATES. The Annual Assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors to be the date of commencement. Different Campsite Interests or groups of Campsite Interests may have different dates of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Campsite which is hereafter added to the Campsites now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

SECTION 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Campsite Interest for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Camper, following seven (7) days written notice to the Club.

Written notice of the assessment shall thereupon be sent to every Camper subject thereto.

The Club shall upon demand at any time furnish to any Camper liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9 EFFECT OF NON-PAYMENT OF ASSESSMENTS; THE PERSONAL OBLIGATION OF THE CAMPER; THE LIEN; REMEDIES OF CLUB. If the assessments are not paid on the date when payable (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost

of collection thereof as hereinafter provided, thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Camper, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Camper or Member to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Club may bring an action at law against the Camper personally obligated to pay the same or to foreclose the lien against his interest in the Property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of collection reasonable attorney's fee, established by custom for collection of debts and foreclosure, or as may be fixed by Court, together with the costs of the action.

ARTICLE VI COMMON ELEMENTS, NON-DISTURBANCE AGREEMENT AND ENCROACHMENTS

SECTION 1. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES, PATHWAYS, DRIVEWAYS, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF CAMPSITES. Each Campsite and the Common Properties shall have right of non-disturbance in common with all other Campsites, for pipes, wires, ducts, cables, conduits, public utility lines, sanitary sewage facilities, pathways, driveways and other elements located in any of the other Campsites and serving Campsite. Each Campsite shall be subject to an obligation not to disturb, and a license to maintain, in favor of other Campsites and the Common Properties with respect to the pipes, ducts, cables, wires, conduits, public utility lines, sanitary sewage facilities, pathways, driveways and other elements serving other Campsites and the Common Properties and located in each such Campsite. The Board of Directors shall have the right to reasonable access to each Campsite and each structure, vehicle or tent thereon to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other Campsites or Common Properties and such appliances and facilities which the Club has the duty to maintain contained therein or elsewhere.

SECTION 2. ARBITRATION, BOUNDARY LINES, IMPROVEMENTS. In the event of dispute, as to the location of boundary lines, the Board of Directors will determine the boundaries pursuant to Article II, Section 2. If the Campsite improvements are alleged to not be located within the Campsite, the Board of Directors will cause the Campsite to be surveyed and if the improvements are located by such survey outside of the Campsite, the Camper will remove his improvements to his Campsite and restore the Campsite to a natural state at his own expense.

In the event of a dispute as to the decision of the Board, it will be submitted to the Arbitration Committee as established pursuant to the Bylaws.

ARTICLE VII CAMPSITE CONTROL COMMITTEE

SECTION 1. REVIEW BY COMMITTEE. No structure improvement, equipment, paraphernalia, or modification may be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design character and location in relation to surrounding structure and topography by the Board of Directors or by a Campsite Control Committee, composed of one (1)

or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the ninety (90) days after completion thereof, and notice of such action filed with the Registry of Deeds, approval will not be required and this Article will be deemed to have been fully complied with. As a part of his closing, the Camper may apply for and upon fulfillment of the standards, herein, shall receive a certificate describing his vehicle, rig or set-up executed by the Committee for this purpose.

ARTICLE VIII USE, PURPOSE AND RESTRICTIONS

The Properties and Campsite Interests are intended to be used for the following purposes, and their use is hereby restricted as follows:

SECTION 1. OCCUPANCY. A Campsite is limited to occupancy by a single family which is defined as a single group related by blood or marriage, to the first degree of consanguinity, grandparents, grandchildren, and such family's guests as contribute no consideration of any kind to the cost of occupancy of the Campsite.

SECTION 2. USE OF CAMPSITES. For the purpose of maintaining the natural character of the campground no industry, business, trade, or commercial activity, shall be conducted, maintained or permitted on or from any Campsite nor, shall any signs or other displays or advertising be maintained on any Campsite, except for a single sign per Campsite not exceeding (outside dimensions) 24 inches by 18 inches, nor shall any Campsite be used or rented for hotel or motel purposes.

SECTION 3. TEMPORARY RESIDENCE. No Campsite can be used as a permanent residence. Every occupant must furnish the Club with a current, legal address outside of the Properties.

SECTION 4. STRUCTURES AND RECREATIONAL VEHICLES. No permanent structure shall be constructed or placed on any Campsite without written permission of the Board of Directors, except for a fireplace, a patio or tent pad, water, sanitary or electrical service, or parking pad or deck, refuse container and storage building. No temporary structure is permitted other than one Recreational Vehicle, and/or tent, one screen house, and such accessory tent wings, flies, furniture, and the like, to such Recreational Vehicle. All Recreational Vehicles shall remain in a mobile state. Recreational Vehicles shall be parked only on Campsites and in such visitor parking areas as designated by the Board of Directors.

SECTION 5. BYLAWS AND RULES AND REGULATIONS. The use of the Properties by all the Campers and all other Persons authorized to use the same shall be at all times subject to the Bylaws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

SECTION 6. LIQUIDATED CHARGES. The Club, acting by its Board of Directors, shall have the right to levy, without further legal action, liquidated charges in addition to actual damages suffered by it or by its Members, for violations of these Regulations and such other Rules and Regulations which may be duly adopted by it, provided that the charge for a single violation may not exceed Five Dollars (\$5.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Camper involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to

enforce collection of Common Charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law or the power to suspend membership privileges as provided in Article IV of the Bylaws.

ARTICLE IX
POWER OF ATTORNEY TO BOARD OF DIRECTORS
WITH RESPECT TO CAMPSITE INTERESTS

Each Camper shall and does by the acceptance of his deed, grant to the persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest to acquire title to or lease any Campsite Interest whose Camper desires to surrender, sell or lease the same or which may be the subject of foreclosure or other judicial sale in the name of the Board of Directors or its designees, corporate or otherwise, on behalf of all Campers and to convey, sell, lease, mortgage or otherwise deal with any such Campsite Interest so acquired or to sublease any Campsite Interests so leased by the Board of Directors.

ARTICLE X
CAMPSITE INTERESTS SUBJECT TO DECLARATION,
BYLAWS, RULES AND REGULATIONS

All present and future Campers, tenants, mortgagees and occupants of Campsite Interest where applicable, shall be subject to and shall comply with the provisions of the Declaration and the Bylaws adopted hereunder and as they may be amended from time to time as well as to any Rules and Regulations which may be adopted by the Board.

ARTICLE XI
SPECIAL AWARDS

SECTION 1. PARTIAL PUBLIC TAKING WITHOUT DIRECT EFFECT ON CAMPSITES. If part of the Properties shall be taken or condemned by any authority having the power of eminent domain, such that no Campsite is taken, all compensation and damages for an account of taking of the Common Properties, exclusive of compensation payable to the Trustee established pursuant to Article I of the Declaration of the Person to whom insurance and other awards are paid, as Trustee for all Campers and mortgagees according to the loss or damages to their respective interests in such Properties. The Club, acting through the Board of Directors, shall have the right to act on behalf of the Campers with respect to the negotiations and litigation of the issues with respect to the taking and compensation affecting the Common Properties, without limitation on the right of the Campers to represent their own interests. Such proceeds shall be used in accordance with the provisions of the Bylaws. Nothing herein is to prevent Campers whose Campsites are specially affected by the taking or condemnation from joining in the condemnation proceedings as petitioning on their behalf for consequential damages relating to loss of value of the affected Campsite, or personal improvements therein exclusive of damages relating to Common Properties. In the event that the condemnation award does not allocate consequential damages to specified Campers, but by its terms includes an award for reduction in value of Campsites without such allocation, the award shall be divided between effected Campers and the Trustee as the interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

SECTION 2. PARTIAL OR TOTAL TAKING DIRECTLY AFFECTING CAMPSITES. If part or all of the Properties shall be taken or condemned by any authority having the power of eminent domain such that any Campsite or part thereof (including specific easements assigned to any campsite) is taken, the Club shall have the right to act on behalf of the Campers with respect to Common Properties in Section 1 of this Article, and the proceeds shall be payable as outlined therein. The Campers directly affected by such taking

shall represent and negotiate for themselves with respect to the damages affecting their respective Campsites. The Board of Directors shall first set apart a portion of the Common Properties, in as reasonably similar setting as the Campsites taken, shall re-establish new Campsites which shall be offered to the affected Campers. If such Campers accept the new Campsites, the awards so made shall be distributed through the Trustee first to restore the Campsites and structures thereon and common buildings or facilities on the remaining Properties in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild the new Campsites of the same number, size and basic plan as the Campsites taken with any excess award distributed in accordance with the provisions of the Bylaws. In the event that Campers do not accept the new Campsites, their portion of the award as established by the taking authority shall be first paid to mortgagees of the affected Campsites appearing on the Land Records, and then to such Campers. In the event that the Board of Directors determines that such a taking so removes land containing Campsites that they cannot effectively be restored or replaced substantially in compliance with the original plans, and unless seventy five percent (75%) of the Campers vote to accept an alternative plan, then the Club shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued ownership or reform of the Properties, the division of the award as the taken and remaining Campsites, and such other remedies as may be required.

ARTICLE XII NO SEVERANCE OR OWNERSHIP WAIVER OF PARTITION

No Camper shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Campsite, or undivided interests in the Properties without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to effect one or more of such interests, without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Membership, Campsite or Campsite Interest may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of such part to the Appurtenant Interests of all Campsites. Any Camper by receipt of title to a Campsite Interest, whether mentioned in the deed or not, specifically waives any and all right to Partition of the Properties with respect to other Campsite Interests, that he may have by law or otherwise. The nature of the interest received is hereby deemed in the nature of a joint venture and incapable of partition in kind or by sale and request for partition, shall be deemed a request for sale of the individual Campsite Interest, without affecting title or ownership interests in the other Campsite Interests. The division of the properties into Campsite Interests is deemed to be reasonable and necessary for the establishment and full utilization of all of the Common Interests, amenities, roads, recreational facilities provided or to be provided to all purchasers as a recreational campground, formed by all of the Campers as a single joint venture for the purposes outlined herein, and for the period of this Declaration, and the Campsite Interest is freely alienable without affecting other interests.

ARTICLE XIII MORTGAGE STATUS

A mortgagee acquiring title to a Campsite Interest by Foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the Camper of such Campsite Interest until such time as document evidencing an intent to merge the legal and equitable interest is executed by the mortgagee and is recorded in the Land Records.

ARTICLE XIV
AMENDMENT OF DECLARATION

This Declaration may be amended by the affirmative vote of seventy five percent (75%) of the Campers. No amendment to the Declaration shall be effective if it creates an inconsistency in the Bylaws, to the extent such inconsistency exists, and the Bylaws are not appropriately amended. No amendment shall be effective until recorded in the Land Records.

ARTICLE XV
CAPTIONS

The captions herein are inserted only as a matter of convenience and for the reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

ARTICLE XVI
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, wherever the context so requires.

ARTICLE XVII
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XVIII
INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XIX
VOTING

Whenever Campers are to vote on any matter affecting this Declaration, such voting shall be conducted by them as members of the Club and in accordance with the provision established in the Bylaws.

ARTICLE XX
DURATION

The covenants and restrictions of this Declaration shall be deemed to be covenants real, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Campers of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Campers of two-thirds of the Campsite interest has been recorded, agreeing to change said covenants and restrictions in whole or in part.

ARTICLE XXI
NOTICES

Any notice required to be sent to any Member or Camper under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of domicile of the Person who appears as Member or Camper on the records of the club at the time of such mailing.

ARTICLE XXII
ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Camper to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This Article specifically supports the enforcement of these covenants and restrictions by any Camper, and the Club against any other Camper or the Club.

ARTICLE XXIII
SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be executed and its seals to be hereunto affixed at Massachusetts this 1st day of March, 1982.

DECLARANT:

OTIS CAMPSITE CONSTRUCTION CORPORATION.

by

(seal)

Its

ACCEPTED:

KLONDIKE CLUB, INC.

by

(seal)

Its

COMMONWEALTH OF MASSACHUSETTS

Berkshire County SS. Otis

1982

Then personally appeared the above named

the

of Otis Campsite Construction Corp. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Then personally appeared the above named, the President of Klondike Club, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation before me.

Notary Public

My commission expires:

EXHIBIT A

A certain piece or parcel of land on the westerly side of Route # 8, in the Town of Otis, County of Berkshire, in said Commonwealth, bounded and described as follows:

Bounded on the South by Ruth Tacy, Mary Lawrence, and one Farrell, approximately thirty-two hundred (3200) feet; bounded on the East by the Westerly line of said Farrell 200.40 feet and by the westerly side of Route # 8; bounded on the West by West Centre Road; and bounded on the North by Wolin, Sagalin and Clark (formerly the Rose Lot); iron pins being in all corners.

Being the same premises described in a deed from Pat V. Riera to Chamonix Chalet Properties, Inc. dated February 14, 1973 and recorded in the Berkshire Middle District Registry of Deeds, at Pittsfield, in Book 933, Page 753.

OFFERING PLAN

III

BYLAWS

KLONDIKE CLUB, INC.

The Managing Entity
and
Agency of the Owners
of

KLONDIKE RESORT
Otis, Massachusetts

OTIS CAMPSITE CONSTRUCTION CORPORATION
Declarant

BYLAWS
KLONDIKE CLUB, INC.
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BYLAWS

INTRODUCTION

Following this introduction you will find the operating charter of your Club. It is a non-profit entity which is responsible for performing all of the Management functions necessary for the operation of the campground. It includes, primarily the outline of corporate tasks and activities which are necessary to keep the project going.

The Board of Directors, elected by the members (who own the Campsite Interests) is the primary moving body at the Club, and has all of the discretionary powers of Management given to such a corporate board. Campers elect the Board, and participate in major decisions such as amendments, etc. All other decisions are made by the Board.

The Board exercises its functions through a number of committees. The committees will be making the day-to-day decisions. They contain Campers who are not necessarily on the Board. They personify our intent to keep costs low and quality of life high by encouraging a great amount of volunteerism. Pick an interest, join a committee and help make Klondike Campground a fine place to enjoy your leisure time.

Since the Board is not expected to physically fulfill all of the maintenance and Management functions, it delegates such functions to a Manager, or Management company.

Klondike Campground is like a small town. The Board of Directors is its council, and must adopt a budget, draft regulations, spend your money, and obtain services. Your directors will welcome any advice, complaints, suggestions, and assistance in these affairs that you might offer, especially if you are willing to volunteer to assist in the solutions or execution of your comments.

BYLAWS OF KLONDIKE CLUB, INC.

ARTICLE I
NAME SEAL AND OFFICES

SECTION 1. NAME: The name of this corporation is KLONDIKE CLUB, INC. ("Club").

SECTION 2. SEAL: The seal of the Club shall be circular in form and shall bear the words "Corporate Seal". The Board of Directors may change the form of the seal or inscription thereon at its pleasure.

SECTION 3. OFFICERS: The principal office of the Club shall be at the place set forth on the form of the articles of organization or on a certificate filed with the Commonwealth Secretary or at such other place as the Board of Directors may from time to time designate.

SECTION 4. FISCAL YEAR: The fiscal year of the Club, unless otherwise decided by the Board of Directors shall be the Calendar year.

ARTICLE II
DEFINITIONS

SECTION 1. DEFINITIONS: The definitions of words and terms contained in the Declaration, Article I, shall apply to those words and terms as used in these Bylaws.

ARTICLE III
PLAN OF OWNERSHIP

SECTION 1. PLAN OF OWNERSHIP: The Properties, located on Route 8 in the Town of Otis, County of Berkshire, and Commonwealth of Massachusetts, as shown on a certain map entitled "KLONDIKE Camp Ground, OTIS, MASSACHUSETTS By Otis Campsite Construction Corporation. Scale: 1" = 100'. Prepared by Eric Nelson Civil Engineer, of Otis, Massachusetts." On file in the office of the Club, Otis, Massachusetts and will be submitted to the provisions of a certain Declaration of Covenants and Restrictions and Master Deed, Klondike Campground, Otis, Massachusetts, by the Declarant, and will be planned for Campsites and Common Properties in accordance with a plan as described in Article II, Section 2 of the Declaration, creating a system of undivided ownership, as tenants-in-common the Properties by individual Campers, each Campsite owner having an exclusive right to occupy this portion of the Properties, and each Campsite Interest being subject to a reciprocal obligation to contribute Maintenance Assessments for the maintenance and operation of the Common Properties and certain exterior improvements on the Campsites, all in accord with the Declaration.

SECTION 2. APPLICABILITY OF BYLAWS: The provisions of these Bylaws are applicable to the Properties, and to the use and occupancy thereof, and the the operations and activities of the Club.

SECTION 3. PERSONAL APPLICATION: All present and future Campers, mortgagees, lessees, and occupants of the Campsite Interests and their employees, and any other Person who may use the facilities of the Properties in any manner are subject to these Bylaws, the Declaration, and to the Rules and Regulations established by the Board of Directors as hereinafter set forth. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Campsite shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE IV MEMBERSHIP

SECTION 1. Every person who is a record owner of a fee or undivided interest in any Campsite Interest shall be a Member of the Club pursuant to Article III of the Declaration with the limitations and voting powers therein.

SECTION 2. The rights of membership are subject to the payment of annual and special assessments levied by the Club, the obligation of which assessments is imposed against each Camper of, are made and the personal obligation of the then Member as provided by Article V of the Declaration pursuant to the terms therein.

SECTION 3. The membership rights of any Member whose membership or interest in the Properties, is subject to assessments under Article IV, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessment, his rights and privileges shall be automatically restored. If the Directors have adopted and published Rules and Regulations governing the use of the Common Properties and facilities, and the personal conduct of any Person thereof, as provided in Article XII, Section 3, they may, in their discretion, suspend the rights of any such Person for violation of such Rules and Regulations for a period not to exceed thirty (30) days, in addition to levying the liquidated charges provided by Article XII, Section 4 of the Bylaws.

ARTICLE V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

SECTION 1. Each member shall be entitled to the non-exclusive ownership, occupancy, use and enjoyment of the Common Properties and facilities as provided by his deed and the Declaration.

ARTICLE VI PURPOSES AND POWERS

The Club shall operate on a not-for-profit basis in accordance with its Articles of Organization. The Club will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

SECTION 1. GENERAL: To promote the health, safety, and welfare of the residents within the Properties, and such additions thereto as may hereafter be brought within the jurisdiction of the Club by annexation as provided in Article VI of the Declaration and for this purpose to:

(a) As agents and attorney in fact coupled with an interest for the Campers, acquire, build, operate, and maintain roads, utilities, recreational facilities, parking lots, open space, commons, streets, footways, including building structures, personal properties incident thereto, (the "Common Properties"); (b) maintain unkept lands or trees; (c) supplement municipal services; (d) fix assessments (or charges) to be levied against the Properties; (e) enforce any and all covenants, restrictions and agreements applicable to the Properties; (f) pay taxes on the Properties; (g) provide recreational facilities and services to its members subject to the payment of fees therefore; and (h) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the Properties.

SECTION 2. DISPOSE ASSETS: As agent and attorney in fact for the Campers, to dispose of its assets, provide that upon dissolution, the assets shall be dedicated to an agency or utility to be devoted to purposes as nearly as practicable, the same as those to which they were required to be devoted by the Club. In the event

that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Club. No such disposition of Properties shall be effective to divest or diminish any right or title to any Member vested in him under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds.

SECTION 3. ADDITIONS TO PROPERTIES AND MEMBERSHIP: Additions to the Properties described in Article II of the Declaration may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such Properties. Where the applicable covenants require that certain additions be approved by this Club, such approval must have the assent of two-thirds of Members eligible to vote who are voting in person or by proxy at a meeting duly called to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 4. INDEBTEDNESS: The total debts of the Club including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY: The Club shall have power to dispose of its real Properties only as authorized under the recorded covenants and restrictions applicable to said Properties.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. FUNCTION, NUMBER AND QUALIFICATIONS: The affairs of the Common Properties, and appurtenant duties on the Campsites shall be operated by the Club, which in turn shall be governed by a Board of Directors (not more than nine in number), who must be members of the Club. The Board of Directors shall consist of nine (9) directors who shall hold office until the election of successors. Each of the Directors shall have one vote. At each annual meeting the Members shall elect three directors for a term of three years, in accordance with the wish of the meeting, duly noticed.

SECTION 2. POWERS AND DUTIES: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Club and shall do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Campers. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Properties, and such duties on the Campsites as provided in the Declaration.

(b) Determination of the Common Expenses required for the affairs of the Properties.

(c) The establishment, levying assessment and collection of the Common Charges from the Campers, and pursuant to such collection, in the event of failure to pay Maintenance Assessments, the Board must institute the remedies provided herein.

(d) The employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Properties.

(e) Opening the bank accounts in the name of the Club and designating the signatories required therefore.

(f) Granting of licenses over the Common Properties.

(g) Obtaining and maintaining insurance on the Properties, including Campsites and Campsite Interests.

(h) Making of repairs, additions and improvements to or alterations to and restoration of the Properties.

(i) Leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Campers.

(j) Collecting, as a part of its collection of common charges, the pro-rata portion of the taxes to be due to the Town of Otis. This portion will be placed in a separate escrow account on behalf of the Campers and paid to the Town when due, as agent of the Owners.

(k) Adopting and amending reasonable Rules and Regulations governing the conduct of all people on the Properties and the operation and use of the Properties. The Board shall have the power to levy liquidated damages against the Campers for violation thereof, for which they are responsible, provided that no such levy may be for more than \$5.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of damages may be enforced against the Camper or Campers responsible as if the damages were a Common Charge owed by the particular Camper or Campers.

(l) The Board of Directors may also enforce, by any legal means, the provisions of the Declaration, the Bylaws, and the Rules and Regulations for the use of the Properties.

(m) To appoint and remove at pleasure all officers, agents and employees of the Club, prescribe their duties, fix their compensation, and require of them such security of fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Club in any capacity whatsoever.

SECTION 3. MANAGEMENT: The Board of Directors may employ or enter into a contract or agreement with a Manager for the Properties, at a compensation or consideration established by the Board, to perform such duties and services as the Board shall authorize. The Board of Directors may authorize such Manager to perform the duties listed in subsections (a), (c), (d), (g), (h), and with respect to all but officers, (m) of Section 2 and other duties consistent therewith, but shall not delegate to the Manager the power of the Board of Directors set forth in subsections (b), (e), (f), (i), (j), (k), and (l) and with respect to officers, (m) of Section 2.

SECTION 4. REMOVAL OF DIRECTORS: At any time, at any regular or special meeting of the Campers, any one or more of the members of the Board of Directors may be removed with cause, by a majority of all of the Campers eligible to vote following notice thereof in the call of the meeting and a successor or successors may then and there or thereafter be elected to fill the vacancy thus created.

SECTION 5. VACANCIES: Vacancies on the Board of Directors caused by any reason other than the removal of a Member thereof by a vote of Campers eligible to vote shall be filled by vote of a majority of the remaining Members of the Board at a regular or special meeting of the Board of Directors, held promptly after the occurrence of any such vacancy, even though the members present at such meeting shall constitute less than a quorum. Each Person so elected shall be a member of the Board of Directors for the remainder of the term of the Member so replaced, and until his successor shall be duly elected.

SECTION 6. ORGANIZATION MEETING: The first regular meeting of the members of the Board of Directors following a meeting of the Campers at which Directors were elected, shall be held within ten days thereafter at such time and place as shall be fixed by the Directors at such meeting. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such a meeting, providing a quorum shall be present at such first regular meeting.

SECTION 7. REGULAR MEETING: Regular meetings of the Board of Directors may be held at such time and place within or without the Commonwealth as shall be determined from time to time by a majority of the Directors, but at least three such meeting shall be held during each fiscal year. Notice of regular meeting of the Board of Directors shall be given by the Secretary to each Director personally or by mail or by telegraph at least three days prior to the day named for the meeting.

SECTION 8. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President on seven (7) days' notice to each director, given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

SECTION 9. WAIVER OF NOTICE: Any members of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

SECTION 10. QUORUM OF BOARD OF DIRECTORS: At all meetings of the Board of Directors, a one third of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 11. FIDELITY BONDS: The Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Club handling or responsible for Club funds. The premiums on such bonds shall constitute a Common Expense.

SECTION 12. COMPENSATION: No member of the Board of Directors shall receive any compensation from the Club for acting as a Director.

SECTION 13. LIABILITY OF THE BOARD OF DIRECTORS: The members of the Board of Directors shall not be liable to the Club or to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Club shall defend, indemnify and hold harmless, to the extent permitted by law, each of the members of the Board of Directors against all liability arising out of their conduct on behalf of the Club, or the Campers unless such conduct shall be in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Club or the Campers (except as Members). It is also intended that the liability of any Member arising out of any contract made by the Club or out of the aforesaid indemnity in favor of the Board of Directors shall be limited to his interest in the Properties.

SECTION 14. FISCAL YEAR: The Board of Directors shall establish a Fiscal Year.

SECTION 15. DUTIES OF BOARD OF DIRECTORS: It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XVII.

(b) To supervise all officers, agents and employees of this Club, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Declaration of Covenants applicable to the Properties.

(1) To fix the amount of the assessment against each Campsite Interest for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the Campsite Interests and assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any member or his designee, and, at the same time;

(3) To send written notice of each assessment to every Camper subject thereto.

(d) To issue, or to cause an appropriate officer to issue upon demand by any Person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VIII CAMPER AS MEMBERS

SECTION 1. ELIGIBILITY: Any Camper shall be a Member of the Club. There shall be one membership for each Campsite Interest owned with the Properties. Such membership shall be automatically transferred upon the conveyance of any such Campsite Interest.

SECTION 2. VOTING: A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Campers for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

SECTION 3. VOTES IN THE EVENT OF MULTIPLE OWNERSHIP OF A CAMPSITE: In the event a Campsite Interest is owned by more than one Person, if such Persons cannot agree upon the exercise of their right to vote pursuant to these Bylaws, each Person shall have a fractional vote based upon his fractional share of ownership of Campsite interest. A co-owner of a Campsite Interest may permit the other co-owner of the Campsite Interest to vote his interest furnishing the other co-owner with a proxy. In the absence of any co-owner, a vote for a whole Campsite Interest cast by a co-owner shall be held to be by valid proxy of the absent co-owner, unless challenged at the time the vote is cast.

SECTION 4. ANNUAL MEETINGS: Annual Meeting shall be held on the second Sunday in June. At each annual meeting there shall be elected by ballot of the Campers, a Board of Directors in accordance with the provisions of Article VII, Section 1 of the Bylaws, and Campers may also transact such other business as may properly come before them.

SECTION 5. PLACE OF MEETINGS: Meetings of the Campers shall be held at the principal office of the Club or such other suitable place convenient to the Campers as may be designated by the President.

SECTION 6. SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the Campers when so directed by resolution of the Board of Directors or, upon petition signed by

not less than 25% in interest in the aggregate of Campsite Interests. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 7. NOTICE OF MEETINGS: It shall be the duty of the secretary to mail a notice of each annual or special meeting of the Campers, at least ten (10) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Camper as recorded on the records of the Club, at the resident address or at such other address as such Camper shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

SECTION 8. WAIVER OF NOTICE: Any Camper may at any time waive notice of any meeting of the Campers in writing, and such waiver shall be deemed equivalent to the giving of such notice.

SECTION 9. ADJOURNED MEETINGS: If any meeting of the Campers cannot be held because a quorum has not attended, a majority in interest of the Campsite Interests who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was scheduled.

SECTION 10. ORDER OF BUSINESS: The order of business at all meetings of the Campers shall be as follows, to the extent required:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers.
- (e) Report of Board of Directors
- (f) Report of Committees
- (g) Election of members of the Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Adjournment

SECTION 11. PARLIAMENTARY PROCEDURE: At all meetings of the Campers or of the Board of Directors, Roberts' Rules of Order, as to such date amended, shall be followed, except in the event of conflict, these Bylaws or Declaration, as the case may be, shall prevail.

SECTION 12. QUORUM: Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of Persons having one-third of the total authorized votes shall constitute a quorum at any meeting of the Campers. At an adjourned meeting pursuant to Section 9, one half (1/2) of the number required at a preceding meeting for a quorum shall constitute a quorum.

SECTION 13. PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the meeting. A Camper may designate any other person who need not be a Camper to act as Proxy.

ARTICLE IX OFFICERS

SECTION 1. DESIGNATION: The principal officers of the Club shall be the President, one or more Vice Presidents, the Clerk, and the Treasurer, all of whom shall be elected by the Board of Directors, and all of whom shall serve at the pleasure of the Board of Directors. The President, and the Vice Presidents shall be elected from among the members of the Board of Directors. The Board of Directors may elect a treasurer, an assistant treasurer, a clerk, an assistant clerk and such other officers as in its judgment may be necessary. The President and the Clerk may not be the same person.

SECTION 2. ELECTION OF OFFICERS: The officers of the Club shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS: Upon the affirmative vote of a majority of members of the Board of Directors, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purposes.

SECTION 4. PRESIDENT: The president shall be the chief executive officer of the Club. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all the general powers and duties which are usually invested in the office of president of a corporation organized under the laws of the Commonwealth of Massachusetts.

SECTION 5. VICE PRESIDENT: A Vice President shall be designated to take the place of the President. If neither the President nor the designated Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President or Vice Presidents shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the President.

SECTION 6. CLERK: The Clerk shall have charge of such books and papers as the Board of Directors and these Bylaws may direct; the Clerk shall give all notices required by the Bylaws unless otherwise provided; and he/she shall, in general perform all the duties incident to the office of Clerk of a Corporation organized under the laws of the Commonwealth of Massachusetts. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the corporation has a resident agent appointed to accept service of process.

SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors. The Secretary need not be a member of the Board of Directors.

SECTION 7. TREASURER: The Treasurer shall have responsibility for Club funds and securities and shall keep the financial records and books of account in books belonging to the Club. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Club, in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the Commonwealth of Massachusetts.

SECTION 8. SIGNATORIES TO DOCUMENTS: All agreements, contracts, deeds, leases, checks and other documents of the Club shall be executed by any officer of the Club or by such other persons as may be designated by the Board of Directors. Vouchers for the payment of Club funds shall be approved by the Treasurer before payment.

SECTION 9. COMPENSATION OF OFFICERS: No officer shall receive any compensation from the Club for acting as such.

SECTION 10. VACANCIES: A vacancy in any office may be filled by the Board of Directors by the election of a successor to hold office for the unexpired term of the officer whose place is vacant. An officer shall be deemed to serve until his successor is chosen and qualified.

ARTICLE X COMMITTEES

SECTION 1. STANDING COMMITTEES OF THE CLUB may be:

- The Nominations Committee
- The Recreation Committee
- The Maintenance Committee
- The Campsite Control Committee
- The Publicity Committee
- The Audit Committee
- The Arbitration Committee

Unless otherwise provided herein, each committee shall consist of a chairman and one or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Board of Directors may appoint such other committees as it deems desirable. In the event the Committees are not so appointed, the Board of Directors shall perform the functions of the Committees.

SECTION 2. THE NOMINATIONS COMMITTEE shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled, in advance of the time fixed for the annual meeting.

SECTION 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Club and shall perform such other functions as the Board, in its discretion, determines.

SECTION 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board, in its discretion, determines.

SECTION 5. The Campsite Control Committee shall have the duties and functions described in Article VII of the Declaration to the Properties. It shall watch for any construction, proposals, programs, or activities which may adversely affect the value of the Properties and shall advise the Board of Directors regarding Club action on such matters, and remove any structures, equipment or condition violating the approvals previously granted, or existing without approval.

SECTION 6. The Publicity Committee shall inform the members of all activities and functions of the Club and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Club, including if so authorized by the Board of Directors, the publication of a newsletter.

SECTION 7. The Audit Committee shall supervise the annual audit of the Club's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XVII, Section 2 and 3. The Treasurer shall be an ex officio member of the committee.

SECTION 8. The Arbitration Committee shall arbitrate disputes between Campers or between Campers and the Club. It shall consist of three Campers who are not members of other committees or the Board of Directors. In the event of a dispute, legal action shall not commence until submitted to the Arbitration Committee for settlement. The Committee shall meet only upon request, in writing, within thirty days of such request and following seven days written notice to the disputants. The disputants will be given opportunity to offer witnesses and evidence relevant to the subject of the dispute, and the Committee may view the premises. Following the meeting, the Committee may decide settlement terms by majority vote. The decisions will be sent to disputants in writing. In the event of a member's conflict of interest or inability to meet, the President will choose an impartial, qualified alternate to act in his stead. The decisions of the committee will be final and may be enforced at law.

SECTION 9. Subcommittees. With the exception of the Campsite Control Committee (but then only as to those functions that are governed by Article VII, Declaration of Covenants and Restrictions applicable to the Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

SECTION 10. Duties. It shall be the duty of each committee to receive complaints from members on any matter involving Club functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Club as is further concerned with the matter presented. Each committee shall present an annual report of its activities to the Board of Directors for inclusion in the annual report to be presented prior to the annual meeting.

ARTICLE XI OPERATIONS OF THE PROPERTIES

SECTION 1. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES. The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Properties, determine the amount of the Common Charges payable by the Campers to meet the Common Expenses and allocate and assess such Common Charges among the Campers according to their share as established by the Declaration. The Board of Directors shall advise all Campers promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Charges are based to all Campers. The Common Expenses shall include, among other things:

(a) the cost of repairs and maintenance of the Properties and Appurtenant Interests;

(b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Article VII, and the fees and expenses of the Trustee.

(c) such amounts as the Board of Directors may deem proper for the operation of the Properties, including with limitation an amount for its working capital, a general operating reserve, a reserve fund for replacement, and sums necessary to make up any deficit in the Common Expenses for any prior year;

(d) expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Campers;

(e) such amounts as will be required to pay real property taxes on the Properties. This amount shall be held in a separate account for the benefit of the Campers who may be held responsible for the payment of underestimated tax amounts as a specially assessed Common Charge. Payments from the tax account shall be clearly separated and designated as an agency account for the Campers.

(f) if necessary, a separate agency account for the payment of mortgages established against all Properties, may be set apart and operated in a similar manner as the tax agency account in (e) above.

(g) Such amounts as may be necessary to repay loans obtained for Club Purposes.

SECTION 2. PAYMENT OF COMMON CHARGES. All Campers shall be obligated to pay the Common Charges assessed by the Board of Directors monthly or at such other time or times as the Board of Directors shall determine.

SECTION 3. NO WAIVER OF LIABILITY FOR COMMON EXPENSES. No Campers may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Campsite or any Appurtenant Interest.

SECTION 4. NON-LIABILITY AFTER CONVEYANCE. No Camper shall be liable for the payment of any part of the Common Charges assessed against his Campsite Interest subsequent to a sale, transfer, or other conveyance made pursuant to the provisions of these Bylaws.

SECTION 5. SUCCESSOR'S LIABILITY FOR COMMON CHARGES. A grantee who acquires a Campsite Interest shall be liable for, and the Campsite Interest conveyed shall be subject to a lien for, any unpaid assessments against the Campsite Interest, but not in excess of the amount set forth in a statement provided under Section 6 herein, and Article XII, Section 2.

SECTION 6. STATEMENT OF COMMON CHARGES. The Board of Directors shall promptly provide a Camper or grantee or prospective grantee so requesting the same in writing, a written statement of all unpaid Common Charges or other assessments due from such Camper.

SECTION 7. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event of default by any Camper in paying to the Club the Common Charges as determined by the Board of Directors, such Campers shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on such Common Charges from the due date thereof, together with all expenses, including attorneys' fees in accordance with the Bar schedule of professional fees then in effect or reasonable fees in light of custom in the bar, incurred by the Club in any proceeding brought to collect such charges. The Club shall attempt to recover such Common Charges, together with interest thereon, and the expenses of the proceeding including such attorneys' fees, in any action to recover the same brought against such Camper, or by foreclosure of the lien on such Campsite interest under powers granted by the Declaration. The use of recreational facilities by any Camper entitled to such use will be suspended by action of the Board of Directors during the period when Common Charges remain in default.

SECTION 8. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES: In any action brought by the Club to foreclose a lien on a Campsite Interest because of any unpaid Common Charges, the Camper shall be required to pay reasonable rental for the use of his Campsite and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Upon foreclosure of a Campsite Interest, the Club must offer the interest of for sale. If appropriate and possible, the Club will move to foreclosure by auction sale prior to the time title becomes absolute. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the liens securing the same.

SECTION 9. MAINTENANCE, REPAIR, AND REPLACEMENT.

(a) Common Properties: The club shall maintain, repair and replace all of the Common Properties. In the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Camper, such expense shall be charged to such Camper.

(b) Campsites: Each Camper shall maintain, repair, and replace, at his own expense, all portions of his Campsite, except the portions thereof to be maintained, repaired and replaced by the Club. Each Camper shall be responsible for damages to any other Campsite or to the Common Properties caused intentionally, negligently, or by his failure to properly maintain, repair, or make replacement to his Campsite.

(c) Campsites-Club Maintenance: The Club shall maintain, repair and replace only the following elements within the Campsite: Standard electric, water and sewer pipes, valves and connectors, up to the point where the Camper connects his own utility system, except that abuse or overloading these elements causing damage or disrepair will be repaired at the cost to the Camper.

SECTION 10. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD OF DIRECTORS. Whenever in the judgment of the Board of Directors, the Common Properties shall require additions, alterations, or improvement costing more than five thousand dollars, (\$5,000.00), which are not to be at the expense of an individual Camper for his own benefit, and the making of such additions, alterations, or improvements shall have been approved at an annual or special meeting of the Campers, the Board of Directors shall proceed with

such addition, alterations or improvements and shall assess all Campers for the cost thereof as a Common Charge. Any additions, alterations, or improvements costing five thousand dollars (\$5,000.00) or less may be made by the Board of Directors without further approval of the Campers.

SECTION 11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY CAMPERS: No Camper shall make any addition of vehicles, rigs, personality or paraphernalia, alteration or improvement in or to any Campsite, nor shall he paint or otherwise decorate or change the exterior appearance of any portion of any Campsite, without prior written consent of the Campsite Control Committee pursuant to the Declaration, Article VII. The Campsite Control Committee or its designated subcommittee shall answer any written request for such approval within thirty (30) days after the receipt thereof, and failure to do so within such time shall constitute a consent by the Board of Directors to the proposed addition, alterations, or improvements. The provisions of this section shall not apply to any Campsite until such Campsite has been conveyed in a conveyance of less than all his interest by the Declarant.

SECTION 12. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to the Properties through individual meters. The Club shall pay all charges for electricity on Common Properties.

SECTION 13. RIGHT OF ACCESS. Each Camper shall grant a right of access to his Campsite and the Recreational Vehicle thereon to the Manager or any other person authorized by the Club or the Manager, for the purpose of making inspections or for the purpose of correcting any condition originating in his Campsite and threatening another Campsite or the Properties, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, sewer systems or other Common Properties in his Campsite, provided that requests for entry are made in advance and that any such entry be at a time reasonably convenient to the Camper. In case of an emergency such right of entry shall be immediate, whether the Camper is present at the time or not.

ARTICLE XII USE OF PROPERTY

SECTION 1. RESTRICTIONS ON THE USE OF PROPERTIES: In order to provide for congenial occupancy of the Properties and for the protection of the values of the Campsite Interests, the use of the Properties shall be restricted to, and shall be in accordance with with the following provisions:

(a) Occupancy. A Campsite is limited to occupancy by a single family which is defined as a single group related by blood or marriage to the first degree of consanguinity, grandparent, grandchildren, and such family's guests as contribute no consideration of any kind to the cost of occupancy of the Campsite.

(b) USE OF CAMPSITES. No industry, business, trade or commercial activity, shall be conducted, maintained or permitted on or from any Campsite, nor shall any "For Sale," "For Rent," "For Lease" signs or other displays or advertising (except identification name plates and numbers as permitted by resolution of the Board of Directors) be maintained on any Campsite, nor shall any Campsite be used or rented for hotel or motel purposes.

(c) TEMPORARY RESIDENCE. No Campsite can be used as a permanent resident except as approved by the Board of Directors. Campers must furnish the Club with a current legal address outside of the Properties.

(d) STRUCTURES AND RECREATIONAL VEHICLES. No permanent structure shall be constructed or placed on any Campsite without written permission of the Board of Directors. No temporary structure is permitted other than one Recreational Vehicle and/or tent and such accessory tents, screenhouses, wings, flies, furniture and the like, to such Recreational Vehicle. Recreational Vehicle shall remain

in a mobile or portable state. Recreational Vehicle shall be parked only on Campsites and in such visitor parking areas as designated by the Board of Directors. Only Recreational Vehicles approved by the Campsite Control Committee and either owned by a Camper or owned by a Tenant of a Camper shall be permitted to remain overnight without permission of the Board of Directors.

(e) USE OF PROPERTIES. The Properties and facilities provided thereon shall be used only for the purpose for which they are intended.

(f) NUISANCES. No nuisance shall be allowed in the Properties, nor any use of practice which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Properties by its occupants. Recreational Vehicles, such as mini-bikes, three and four wheeled ATV's may be used for transportation but not for excessive riding around or trailblazing or trail biking.

(g) LAWS AND REGULATIONS. No immoral, improper or offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all Governmental bodies having jurisdiction thereof shall be observed. Provisions of the law, orders, Rules, Regulations, or requirements of any Governmental agency have jurisdiction thereof relating to any portion of the Properties shall be complied with, by and at the sole expense of the Campers or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Properties.

(h) DIVISION OF CAMPSITES. A portion less than a whole Campsite shall not be rented or sold, and no transient tenants may be accommodated.

(i) USE BY DECLARANT. The Declarant may make such use of the unsold Campsites and Common Properties as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

(j) CAMPSITE MAINTENANCE: The Camper shall keep the Campsite (including all areas within its boundaries and its appurtenances) in good repair, shall do all of maintenance required for his Campsite, and shall be solely responsible for the maintenance, repair, and replacement of fixtures and equipment, as may be in the Campsite. Fixtures as used herein shall include exposed water pipes attached to appliances and equipment and the appliances and equipment to which they are attached, and any special pipes or equipment which the Camper may install within Campsite, or under the ground, but shall not include water, sanitary sewer systems, other pipes or conduits inside the site which are part of the standard equipment. The Camper shall be solely responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the Campsite.

(k) SMOKE, LIGHT, NOISE ANNOYANCES. The Campers shall not permit unreasonable smoke, cooking or other odors to emanate. The Camper shall not permit or suffer any unreasonable lights or noises or anything which will interfere with the rights of other Campers or unreasonably annoy them or obstruct the roads, parking areas or pathways.

(l) OBJECTIONABLE CAMPSITE CONDITIONS. If, in the Board of Directors sole judgment, any of the Camper's equipment or appliances shall result in damage to the Properties or is of poor quality or may cause interruption of service to other portions of the Properties, or overloading of or damage to facilities maintained by the Club for the supplying of water or electricity to the Properties, or if any such materials, equipment or fixtures visible from the outside of the Campsite shall become rusty, dilapidated, disordered or discolored, the Camper shall promptly,

on notice from the Club remedy the condition and, pending such remedy, shall cease using any appliance, fixture or equipment which may be creating the objectionable condition.

(m) REGULATIONS AND INSURANCE STANDARDS. The Camper will comply with all the requirements of the Board of Fire Underwriter, insurance authorities and all governmental authorities and will all laws, ordinances, Rules and Regulations with respect to the occupancy or use of the Campsite.

(n) INCREASE IN CAMPSITE INSURANCE RATES. The Camper shall not permit or suffer anything to be done or kept in the Campsite which will increase the rate or fire insurance on Properties or the contents thereof. If, by reason of the occupancy or use of the Campsite by the Camper, the rate of fire insurance on the Properties or Campsite or the contents of either shall be increased, the Camper shall (if such occupancy, or use continues for more than thirty (30) days after written notice from the Club specifying the objectionable occupancy or use) become liable for the additional insurance premiums incurred by the Club or any Camper or Campers of Campsites in the Properties on all policies so affected, and the Club shall have the right to collect the same for its benefit or the benefit of any such Campers as an additional maintenance charge for the Campsite due on the first day of the calendar month following written demand thereof by the Club.

(o) LEASING. Campers shall lease Campsites only for terms of no less than thirty (30) days and in accordance with a standard lease established by resolution of the Board of Directors.

SECTION 2. RESTRICTION ON THE USE OF COMMON PROPERTIES.

(a) Use of the swimming pool, tennis courts, trails, clubhouse, or other recreational Common Properties shall be limited to that of the Campers, their guests, and tenants.

(b) For any period during which any assessed Common Charges remains unpaid, for any infraction of its published Rules and Regulations, the Board of Directors must suspend the right to use the recreational Common Properties, and other Common Properties not necessary to give access to the highway for a period until delinquency is restored.

(c) Individual Campers and staff of the Club may have the exclusive use of certain parking spaces and loading areas as provided in the Rules and Regulations.

SECTION 3. RULES AND REGULATIONS. Rules and Regulations concerning the use of the Campsites and the Common Properties may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Member prior to the time the same shall become effective. The initial Rules and Regulations which shall be effective until amended by the Board of Directors as hereinbefore set forth, as annexed hereto as Schedule 1 which is made a part hereof by this reference.

SECTION 4. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY CAMPERS. The violation of any Rule and regulation adopted by the Board of Directors, or the breach of any obligation contained in Bylaws, or the breach of any obligation contained in the Declaration, shall give the board of Directors the right, in addition to any other rights set forth by these Bylaws.

(a) To enter the Campsite in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Camper, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, at the cost of the Member, with attorney's fees in accordance with the local bar association schedule of minimum fees.

(c) If the Board of Directors has adopted and published Rules and Regulations governing the use of the Properties or any portion of them and the personal conduct of any Person thereon violates those Rules and Regulations, to suspend such use by any such Person for violation of such Rules and Regulations for a period until delinquency is cured and for additional periods of up to thirty (30) days.

(d) To levy summary charges against a Member for such violation, in addition to such damages, provided that no summary charges may be levied for more than \$5.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Camper or Campers involved as if the charge were a Common Charge owed by the particular Camper or Campers.

(e) To take any action of law or equity given to the Club as agent and attorney in fact for the non-defaulting co-tenants, as tenants-in-common in the Properties, in enforcing these provisions, or provisions of the Declaration or Rules and Regulations or other provisions of law given to co-tenants as protection of their interests not otherwise limited herein.

ARTICLE XIII MORTGAGES

SECTION 1. NOTICE TO THE CLUB. A Camper who mortgages his Campsite Interest or the mortgagee shall notify the Club of the name and address of the mortgagee. The Club shall maintain such information in a file entitled "Mortgagees of Campsite Interests."

SECTION 2. STATEMENT OF COMMON CHARGES. The Club, whenever so requested in writing by a Camper, a prospective Camper, a mortgagee, or by a prospective mortgagee of a Campsite Interest, shall promptly report any then unpaid Common Charges due from, or any other default by, the Camper of the mortgaged Campsite Interest.

SECTION 3. NOTICE OF DEFAULT. The Club, when giving notice to a Camper of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Campsite Interest if the name and address of such mortgagee has previously been furnished to the Club.

SECTION 4. EXAMINATION OF BOOKS. Each Camper or mortgagee of a Campsite Interest shall be permitted to examine the books of account of the Club at a reasonable time, upon giving written notice by certified letter.

ARTICLE XIV RESTRICTIONS UPON LEASES OF CAMPSITE INTEREST AND OTHER TRANSACTIONS

SECTION 1. LEASES. No Camper may lease his Campsite Interest therein except by complying with the provisions of this Article.

Each lease will be consistent with these Bylaws and the Declaration, and shall provide that with respect to terms consistent therewith, it may not be modified or amended without prior written consent of the Board of Directors, that the tenant shall not sublet the Campsite Interest without the sublease being consistent therewith, and that the Club shall have the power to terminate the lease, and bring summary proceedings to evict the tenant in the name of his landlord in the event of default by the tenant in the performance of said lease or failure by the tenant to perform an obligation in the Declaration, Bylaws or Rules and Regulations. Copies of all executed leases shall be filed in the office of the Club.

SECTION 2. ACQUISITION OF CAMPSITE INTERESTS BY THE CLUB. In the event the Club shall acquire a Campsite Interest pursuant to foreclosure of its lien for common charges or otherwise, all Campers shall be deemed to waive any rights as beneficiaries or tenants-

in-common with respect to owner-ship of such interest. The Club shall immediately offer such Campsite Interest for sale.

ARTICLE XV INSURANCE

SECTION 1. COVERAGE. To the extent available, the Club shall obtain and maintain insurance coverage as set forth in Section 2, 3, and 4 hereof. All insurance affecting the Properties shall be governed by the provisions of this article.

SECTION 2. PHYSICAL DAMAGE. All buildings and improvements (as defined in Subsection (d) hereof), and all of the personal property owned by the Club, shall be insured, for an amount deemed adequate by the Board of Directors for the benefit of the Club, the Campers and mortgagees of Campsite Interests, against risks of physical damage as follows:

(a) RISKS INSURED AGAINST. The insurance shall afford protection against loss or damage by reason of:

(1) Fire and other perils normally covered by extended coverage;

(2) Vandalism and malicious mischief;

(3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for improvements under construction; and

(4) Such other risks of physical damage as the Board of Directors may from time to time deem appropriate.

(b) OTHER PROVISIONS. The insurance shall include, without limitation, the following provisions:

(1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Club and the Campers;

(2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Camper or mortgagee of a Campsite Interest;

(3) That the insurance shall not be affected or diminished by any act or neglect of any Camper or any occupant or Campers of any improvements when such act or neglect is not within the control of the Club;

(4) That the insurance shall not be affected or diminished by failure of any Camper or any occupants or Campers of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Club.

(5) Such deductibles as to loss, but not co-insurance features, as the Board of Directors in its sole judgment deems prudent and economical;

(6) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Campsite Interests;

(7) Provisions for identification of mortgagees of Campsite Interest and for the allocation of their several interests to specific Campsite Interests;

(8) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) hereof;

(9) Adjustment of loss shall be made with the Board of Directors;

(10) Proceeds for losses shall be payable to the Trustee; and

(11) The named insured shall be the Club for the benefit of the Campers.

(c) EVIDENCE OF INSURANCE. Certificates of insurance signed by an agent of the insurer together with copies of all endorsements thereto and proof of payment of premiums, shall be made available to mortgagees of Campsite Interests upon request.

(d) DEFINITION. As used in this section, the term "all buildings and improvements" shall also include without limitation, all Common Properties and all Campsite Interests, the Campsites and the standard fixtures and installations initially installed by the Declarant, as shown on the copy of the engineering and architectural plans and specifications on file in the office of the Club, as from time to time amended, and replacements thereof; and may exclude fixtures, alterations, installations or additions situated within a portion of the Properties used exclusively by an individual Camper and made or acquired at the expense of an individual Camper of that portion of the Properties.

SECTION 3. LIABILITY INSURANCE. The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Club, the Board of Directors, the Manager (at the discretion of the Board of Directors), and each Camper with respect to his liability arising from ownership, maintenance or repair of the Properties which is the responsibility of the Club including, without limitation, liability arising from construction operations. Such liability insurance shall also cover cross-liability claims among Campers and the Club. The Board of Directors shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Camper or any occupant or Campers of any improvements when such act or neglect is not within the control of the Club.

(b) That the insurance shall not be affected or diminished by failure of any Camper or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Club; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Club and the Campers.

SECTION 4. WORKMEN'S COMPENSATION INSURANCE. The Board of Directors shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Massachusetts.

SECTION 5. OTHER INSURANCE. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

ARTICLE XVI DAMAGE TO OR DESTRUCTION OF PROPERTY

SECTION 1. DUTY TO REPAIR OR RESTORE. Properties damages or destroyed shall be repaired or restored promptly by the Club, except as provided in Section 5(b) and Section 6(e) of this Article.

SECTION 2. ESTIMATE OF COST. Promptly after damage to or destruction of the Property, and thereafter as it deems advisable, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair or restoration. If such cost in the opinion of the Board of Directors may exceed \$5,000.00, the Board of Directors may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

SECTION 3. COLLECTION OF CONSTRUCTION FUNDS. Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Campers, payments by Campers for damage to or destruction of Campsite Interest, and other funds received on account of or arising out of injury or damage to the Property.

(a) INSURANCE PROCEEDS. The Board of Directors shall adjust losses under physical damage insurance policies of the Club. Such losses shall be payable in accordance with Article XV, Section 2(c) (10).

(b) CONDEMNATION AWARDS. Condemnation awards shall be payable in accordance with Article XI of the Declaration.

(c) ASSESSMENTS AGAINST CAMPERS. If the insurance proceeds and condemnation awards are insufficient to effect the necessary repair or restoration of Properties, such deficiency shall be charged against all Campers as a Common Expense. The proceeds of assessments for such Common Expense shall be paid by the Board of Directors to the Trustee.

(d) PAYMENTS BY CAMPERS. Payments received from Campers pursuant to Section 5(b) of this Article, shall be paid by the Board of Directors to the Trustee.

(e) PAYMENTS BY OTHERS. Any other funds received on account of or arising out of injury or damage to the Properties shall be paid by the Board of Directors to the Trustee.

SECTION 4. PLANS AND SPECIFICATIONS. Any repair or restoration must be either substantially in accordance with the original architectural and engineering plans and specifications, and shall also include such improvements and fixtures as may have been installed by any particular Camper and as to which payment for such repair or reconstruction is forthcoming, or according to plans and specifications approved by the Board of Directors and by a majority of the Campers of Campsite Interests subject to Mortgages, and if the damaged property contains any Campsites, by all of the Campers of Campsite Interests therein, which approvals shall not be withheld unreasonably.

SECTION 5. CAMPSITE. Damage to or destruction of permanent improvements situated within a Campsite shall be repaired or restored (except after a determination not to repair or restore pursuant to Section 6(e) of this Article) as follows:

(a) CONSTRUCTION FUNDS.

(1) To the extent that such damage or destruction is covered by insurance of the Club or by a condemnation award not specifically allocated to the Camper, the proceeds of such insurance or award shall be made available for the repair or restoration of the Campsite.

(2) To the extent that such damage or destruction is not covered by insurance of the Club or by a condemnation award not specifically allocated to the Camper, such Camper shall be responsible for the cost of repair and restoration.

(b) PERFORMANCE OF WORK AND PAYMENT. If there is damage to or destruction of Common Properties and the combined to or destruction of all affected Campsite and the Common Properties exceeds \$5,000.00. the repair or restoration of the Campsite shall be effected by the Club, to the extent that construction funds as described in Subsection (a) (1) of this Section are available and to the extent that the Campsite Camper makes payment as hereafter provided. Each Camper shall pay to the Board of Directors such sum as is necessary, according to the estimate of cost described in Section 2 of the Article, to cover any part of the cost of repair or restoration which is not covered by insurance of the Club or by a condemnation award not specifically allocated to the Campsite.

SECTION 6. DISBURSEMENT OF CONSTRUCTION FUNDS. The Trustee shall deduct from the construction funds its actual cost, expenses and a reasonable fee for the performance of its duties, and shall disburse the balance in the following manner:

(a) DAMAGE OR DESTRUCTION NOT EXCEEDING \$5,000.00. In the event of damage or destruction of the Property not exceeding \$5,000.00 and upon receipt of proper certification of such fact from the Board of Directors, the Trustee shall deliver such balance to the Board of Directors, and the Board of Directors shall thereupon administer said balance in the same manner as required of the Trustee by this Article.

(b) PAYMENT OF REPAIR OR RESTORATION. The Trustee shall apply such balance to pay directly, or to reimburse the Club for the payment for, the cost of repair or restoration of the Properties including the cost of temporary repairs for the protection of the Properties pending the completion of permanent repairs and restoration upon written request of the Club in accordance with Subsection 7(a) of this Article, and upon an architect's certificate stating that the work represented by such payment has been completed satisfactorily.

(c) CONTRIBUTIONS BY CAMPERS. The Club shall maintain a separate account as to each Campsite Interest with respect to payment by a Camper pursuant to Section 5(b) of this Article, and expenditures of such payments. General expenses of administration, such as deductions by the Trustee for its costs, expenses and fees, shall be charged against the Club's construction fund and against Campers' payments pursuant to Section 5(b) of this Article, in proportion to the amounts of each. All portions of such payments by Campers not expended as herein provided shall be refunded to the Camper, and the mortgagees of their Campsite Interests as their interests may appear.

(d) SURPLUS FUNDS. If, after payment of all repairs and restoration, and the refund of any excess payments by Campers pursuant to Subsection (c) of this Section, there remains any surplus fund, such fund shall be paid to Campers in proportion to their contributions resulting from assessments levied against them pursuant to Section 3(c) of this Article; provided however, that no Camper shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Club and shall be part of its general income; except that to the extent such surplus consists of condemnation awards for the taking of Campsites described in Article XI, Section 2 of the Declaration, it shall be paid to the Campers in the proportion in which such awards were originally made.

(e) DETERMINATION NOT TO REPAIR OR RESTORE. If there is substantially total destruction of all of the improvements on the Properties and 3/4 of the Campers vote not to proceed with repairs or restoration, then any balance of construction funds after the refund of payment by Unit Campers pursuant to Subsections (c) and (d) of this Section, shall be disbursed in accordance with Article II, Section 3 of the Declaration and the fair value of the improvements on the Campsite. In the event of dispute as to the fact of substantial total destruction, that issue shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

SECTION 7. CERTIFICATES. The Trustee may rely on the following certifications:

(a) BY THE BOARD OF DIRECTORS. The Board of Directors shall certify to the Trustee in writing as to the following matters;

(1) Whether or not damaged or destroyed property is to be repaired or restored.

(2) Whether or not, in the opinion of the Board of Directors, the cost of repair or restoration may exceed \$5,000.00.

(3) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

(b) BY ATTORNEYS. The Board of Directors shall furnish the Trustee, in the event that any payments are to be made to a Camper or mortgagee, with an attorney's certificate of title based upon a search of the Registry of Deeds from the date of the recording of the original Declaration stating the name of the Camper, and the mortgagees.

ARTICLE XVII RECORDS

SECTION 1. RECORDS. The Club shall keep detailed records of the actions of the Board of Directors and the Manager, minutes of meetings of the Board of Directors, minutes of the meetings of the Campers, names of the Campers and mortgagees and addresses of domiciles of the Campers as notified to the Club, and financial records and books of account for the Properties, including chronological listing of receipts and expenditures, as well as a separate account for each Campsite Interest which, among other things, shall contain the amount of each assessment of Common Charges against such Campsite Interest, the date when due, the amount paid thereon, and the balance remaining unpaid. Unless the Camper notifies the Club of change of ownership, the Club may rely on the names of Campers appearing in the records of the Club.

SECTION 2. STATEMENT. A written report and statement summarizing all receipts and expenditures of the Club shall be rendered by the Board of Directors to all Campers at least annually.

SECTION 3. ANNUAL REPORT. In addition to the statement referred to above, an Annual Report of the receipts and expenditures of the Club, prepared, but not necessarily audited by an independent certified public accountant, shall be rendered by the Board of Directors to all Campers.

SECTION 4. EXAMINATION OF RECORDS. Each Camper and mortgagee shall be permitted to examine the books of account of the Club at reasonable times but not more than once a month following seven (7) seven days prior written notice by mail to the Club.

ARTICLE XVIII PROXIES

SECTION 1. At all corporate meetings of members, each member may vote in person or by proxy.

SECTION 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by a Member of his Campsite Interest in the Properties.

ARTICLE XIX MISCELLANEOUS

SECTION 1. NOTICES. All notices hereunder shall be sent by mail to the Club at its offices in Otis, Massachusetts, to Campers to the address of the domicile appearing on the records of the Club; or to such other address as may have been designated by such Camper from time to time in writing to the Club. All notices from or to the Club shall be deemed to have been given when mailed, except notice of changes of address which shall be deemed to have been given when received.

SECTION 2. CAPTIONS. The captions herein are inserted as a matter of convenience and for reference, and in no way define, or limit, or describe the scope of these Bylaws or the intent of any provision thereof.

SECTION 3. GENDER. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, the use of singular shall be deemed to include the plural, when the context so requires.

SECTION 4. TORT LIABILITY. Each Camper shall be deemed to have released and exonerated each other Camper and the Club, and the Club shall be deemed to have released and exonerated each Camper, from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of liability insurance carried by a Camper or by the Club.

ARTICLE XX INVALIDITY, CONFLICT AND WAIVER

SECTION 1. INVALIDITY. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

SECTION 2. CONFLICT. These Bylaws are set forth to comply with the requirements of the non-profit corporation law, and the Declaration. In the event of any conflict between these Bylaws and the provisions of such law or of the Declaration, the provisions of such law or of the Declaration, as the case may be, shall control.

SECTION 3. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

ARTICLE XXI AMENDMENTS TO BYLAWS

SECTION 1. METHOD OF AMENDMENT. The Bylaws may be altered, amended or added to at any duly called meeting of the Campers, provided:

(a) that the notice of the meeting shall contain a substantial statement of the proposed amendment:

(b) that the amendment be approved by the Board of Directors of the Club; and

(c) that said amendment shall be fully consistent in a duly recorded amendment to the Declaration.

SECTION 2. EFFECT OF AMENDMENTS UPON ENCUMBRANCES. No amendment or modification of the Bylaws will affect or impair the validity or priority or any mortgage encumbering a Campsite Interest nor the validity or priority of any other proper lien.

OFFERING PLAN

IV

RULES AND REGULATIONS

KLONDIKE CLUB, INC.

BYLAWS, SCHEDULE 1
RULES AND REGULATIONS
KLONDIKE CLUB, INC.

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KLONDIKE CLUB, INC.
RULES AND REGULATIONS

Definitions of terms are as found in the Declaration.

A. USE OF CAMPSITES

(1) Pursuant to the Declaration and Bylaws, Campsites are limited to the occupancy by single families. Campers bind themselves and their successors, heirs and assigns to this restriction.

(2) No industry, business, trade, or commercial activities shall be conducted, maintained, or permitted on any part of any Campsite, nor shall any "For Sale", "For Rent", or "For Lease" signs or other displays or advertising be maintained or permitted any part of the Properties or in any Campsite therein nor shall any Campsite be used or rented for transient, hotel or motel purposes.

(3) The Board of Directors or its designated agent may obtain access to any structure, tent or recreational vehicle for emergencies, or inspection situations. Where there is reason to believe that a violation of the Rules and Regulations, Declaration or Bylaws exists, they are to effect the cure or remedy of such violation where possible, and if necessary, remove such structure, tent or Recreational Vehicle from the Properties. The cost of such remedy or removal shall be charged to the offending Camper.

(4) No electrical device creating unusual electrical overloading or in such a manner to exceed the capacity of the power connector as posted on its label, may be used in the Campsites.

(5) Misuse or abuse of utility connections within the Campsite is prohibited; any damage resulting from such misuse shall be the responsibility of the Camper in whose Campsite it shall have been caused.

(6) The Campsite shall be kept free of unsightly material and no storage of material or animals will be permitted except in structures approved by the Board of Directors.

(7) No permanent clothes lines will be allowed at any Campsite. All bathing for personal cleanliness will be done in the community facilities provided, unless the camping vehicle has adequate internal facilities for these activities. Waste water will not be allowed to drain onto the Campsite or Properties, except into sanitary waste disposal facilities provided.

(8) Within the Campsite there shall be no removal of trees or shrubs other than as done by the Declarant to prepare the site, without written permission of the Board of Directors. No nails will be driven into trees.

(9) Open fires will only be permitted in designated areas and approved fireplaces, and in accordance with the burning permit laws and regulations of the Commonwealth of Massachusetts. No fires will be left unattended.

B. USE OF KLONDIKE CAMPGROUND

(1) There shall be no obstruction of the Properties nor shall anything be stored in or on the Properties without the prior written consent of the Board of Directors except as expressly provided.

(2) Campers shall not cause or permit anything to be displayed on or near the Campsite or on the Properties and no sign, except as except as allowed herein, shall be affixed to or placed upon any part of the Campsite or Recreational Vehicle without the prior consent of the Board of Directors. One sign identifying the site by number and/or name of occupant will be permitted.

(3) No garbage cans, trash barrels, or other obstructing personal property shall be placed in the paths, roads or other accessways, nor shall anything be hung from the patios or trees. No accumulation of rubbish, debris or unsightly material will be permitted in the Properties, nor shall non-campsite areas be used for the general storage of personal property. All trash and garbage from the Campsite shall be placed in air-tight rigid and vermin proof containers approved by the Club. No Camper of any Campsite shall burn or permit the burning of garbage, trash or other household refuse. Refuse shall not be permitted to accumulate on a Campsite.

(4) No portion of the Campsite shall be enclosed by fences, hedges, walls or barriers without the prior consent in writing of the Campsite Control Committee or the Board of Directors.

(5) Permanent occupancy of any Campsite is prohibited. Campers must furnish the Club with a current legal address outside of the Properties.

(6) Each Camper shall keep his Campsite in a good state of preservation and cleanliness.

(7) Storage of materials in the Properties or other areas designated by the Board of Directors shall be at the risk of the Person storing the materials

(8) There shall be no hunting or trapping on the Properties. There shall be no firearms, air pistols, rifles, sling shots or archery equipment used or discharged on the Properties.

(9) Except by the Declarant, and by the Club as a part of its maintenance program, there will be no cutting or removal of live brush, live trees or ground cover or excavation for stone, gravel or other deposits on the Common Properties by Campers. Firewood may be obtained by foraging provided that only dead wood provided that only dead wood is collected.

C. ACTIONS OF CAMPERS.

(1) No noxious or offensive activity shall be carried on in any Campsite or in Klondike Campground, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Campers. No Camper shall make or permit any disturbing noises on the Properties by himself, his family, or visitors nor do or permit anything by such persons that will interfere with the rights, comforts and convenience of other Campers. No Camper shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, televisions set or radio in the premises at such high volume or in such other manner that causes any disturbances to other Campers.

(2) Campers shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the Town of Otis and shall save the Club or other Campers harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(3) No animals or reptiles of any kind shall be raised, bred, or kept in any Campsite or in the Properties, except that a dog, cat or other customary household pet, approved by the Board of Directors, may be kept in Campsite provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating any nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions on three (3) days' written notice from the Board of Directors. In no event shall any pet be permitted within 100 feet of any Campsite or recreation area unless confined, carried or on a leash, or be curbed in any pathway or close to any Campsite or built-up area. Pets may be allowed to run unleashed in designated open space areas provided they are under their owners supervision and control.

(4) Campers shall be held responsible for the actions of their children and their guests.

D. INSURANCE

(1) Nothing shall be done or kept which will increase the rate of insurance of Klondike Campground, without the prior written consent of the Board of Directors. No Camper shall permit anything to be done, or kept in his Campsite, or in Klondike Campground which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.

(2) A Camper shall comply with the Rules and Regulations of the New England Fire Rating Association and with the Rules and Regulations contained in any fire insurance policy upon Klondike Campground or the property contained therein.

(3) Damage by fire or accident affecting Klondike Campground, or the liability of the Campers will be promptly reported to the manager immediately following the occurrence thereof.

E. VEHICLES

(1) The parking area shall not be used for any purposes other than to park automobiles excluding specifically, trucks over one (1) ton capacity, and commercial vehicles which must be parked in specially designated areas only. No vehicle shall be parked in such manner as to impede or prevent ready access to another Camper's parking space, nor shall any vehicle be parked on streets except in designated parking areas.

(2) No motorized vehicle shall be driven on any street at a speed greater than ten (10) miles per hour.

(3) Motor vehicles belonging to Campers or their family are to be parked only in areas assigned to such Campsites. In the event more vehicles belong to Campers than there is space assigned to his Campsite, special arrangements must be made for the additional rental of a visitor space.

(4) Except where specially rented, visitor parking spaces are only for the temporary use of the guests and invitees of Campers or of the Club. Employees are to park only where specially designated. Recreational Vehicles are not permitted in visitor spaces. Recreational Vehicles belonging to visitors are to be parked in designated area only. Such vehicles may not remain on Properties overnight, except as provided in Article XII, Section 1(d) of the Bylaws Page BL-12.

(5) No motor vehicle is permitted on the Properties unless it is properly equipped and licensed for travel on the public highways, by the governmental agency having jurisdiction as provided in Article XII, Section 1(f) of the Bylaws Page BL-13.

F. SNOW REMOVAL

(1) During periods when Campground is open, in snowfall of greater than two (2) inches, management will clear snow from and maintain such clearance from principle paths, parking areas, roadways and general access to Campsites only. Areas within occupied Campsites will be the responsibility of the Camper who will keep such areas cleared and free of dangerous conditions while occupied. Separate contracts for such maintenance may be obtained from the Manager at Camper's expense.

G. SPORTS ACTIVITY AREA

(1) All sports activity areas and courts will be used as designated by signs posted in the area or by rules and regulations otherwise distributed. An activity area may be reserved for organized games upon a first come basis upon request to the Manager. Rough, dangerous or boisterous behavior is forbidden. Persons using such facilities will be responsible for cleanliness and their activities.

(2) Parents will be responsible for actions or damage caused by their children whether parents are present or not. Management can bar use of facilities by children who are undisciplined or destructive.

(3) Areas may be specifically designated for and restricted to adult, family, teen-age or tot activities.

H. SEWAGE FACILITIES

(1) Campsites will be served by sewage service.

(2) Rest rooms provided are for individual use, must be left clean by users, and may not be used for dumping sewage containers.

(3) There will be no disposal of liquid waste on the Properties, including wash water, cooking or sanitary waste, except into approved sewage disposal systems.

I. SWIMMING POOL - REGULATIONS AND ADMINISTRATION

(1) Swimming will be permitted in accordance with regulations posted.

J. CLUBHOUSE, LAUNDRY AND COMFORT STATION REGULATIONS

(1) Clubhouse, Laundries and Comfort Stations are for the use of the Campers, their families and their authorized guests.

(2) A Clubhouse, Laundry or Comfort Station shall be used in accordance with the Rules and Regulations as posted therein.

(3) All facilities will be used at the risk and under the responsibility of the user and will be operated in accordance with instructions and picked up after use.

(4) Any persons using a Clubhouse, Laundry, or Comfort Station shall be responsible for keeping it clean and presentable.

(5) Each Camper shall be responsible for any damage caused to the Clubhouse, Laundry or Comfort Station or its contents by the said Camper or any of his family or authorized guests.

