

(Space Above this Line Reserved for Registry of Deeds)

---

## LOTS HOMEOWNER ASSOCIATION BY-LAWS AND RULES

### ARTICLE I

#### PLAN OF OWNERSHIP

All of the registered owners of record for residential real estate lots in Dover, New Hampshire as shown on a certain plan entitled "The Narrows Lot Plan 18, Phase 2A of Open Space Subdivision for Daniel and Jacqueline Ayer" Tax Map N, Lots 18 dated August 1, 2016 by McEneaney Survey Associates, Inc., and recorded or to be recorded in the Strafford County Registry of Deeds, being the common roadway, Eagan Drive, and Whitely Drive\*and Lots N/18-10, N/18-11, N/18-12, N/18-13, N/18-14, N/18-15, N/18-16, N/18-17, N/18-18, N/18-19, N/18-20, and open spaces identified as OPN-1, OPN-3, OPN-6, and OPN-7, but specifically excluding OPN-5, Pier II, and access to said pier, are designated members of the Lots Homeowner Association, and all present and future holders of any interest in such designated lots shall hold exclusive interest and rights subject to these By-Laws and Rules. The common roadway and the foot path to the Lots as designated per plan shall be used to access OPN-1, OPN-3, OPN-6, and OPN-7.

The provisions of these By-Laws and Rules are applicable to the property, and the use, occupancy, sale, lease or other transfer thereof. The acceptance of a deed of conveyance or the act of occupancy of any such designated lot shall constitute an acknowledgment that such owner or occupant has accepted and ratified these By-Laws and Rules, and will comply with them.

### ARTICLE II

#### HOMEOWNER ASSOCIATION

All of the owners of record as designated above, acting as a group, shall constitute the "Lots Homeowner Association," which shall have the responsibility for administering the Homeowner Association, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Homeowner Association, and performing all of the acts that may be required or necessary in fulfilling such attendant duties.

\*Whitely Drive a/k/a Whiteley Drive

Each lot as designated herein shall be entitled to one vote, regardless of the number of individuals having an ownership interest in said lot. Except where a greater number is required by these By-Laws or any amendments thereto, or by statute or regulations applicable thereto, a majority of the votes of the Association, in good standing and entitled to vote, is required to adopt decisions.

Meetings of the Association shall be held at a suitable place as may be designated and stated in the notice. The annual meeting of the Association shall be held in the month of December of each year, at which time officers for the positions of president, vice president, and secretary/treasurer shall be elected, and the Association may transact such other business as may properly come before them.

A special meeting shall be called upon the petition of 50% of the votes of Association members. The notice of any special meeting shall set forth the purpose thereof, and no business shall be transacted at a special meeting except as stated in the notice.

An owner shall be deemed to be in good standing and entitled to vote at any meeting if, and only if, they shall have duly paid all assessments made or levied and due against them, together with all interest, costs, attorney's fees, penalties, and other expenses properly chargeable.

The president or his/her designated alternate, shall preside over all meetings, and the secretary shall record all transactions occurring, and all resolutions adopted, at the meeting. Roberts Rules of Order shall govern the conduct of all meetings.

### ARTICLE III

#### OFFICERS

The principal officers of the Homeowner Association shall be a president, a vice-president, and a secretary/treasurer, all of whom shall be elected annually. The office of secretary/treasurer shall be held by the same person. All such officers shall be elected "annually" and shall receive no compensation for their services but shall be reimbursed for all reasonable and necessary charges attendant to their duties.

All such officers shall hold office annually or until their respective successors are chosen and qualify in their stead. Any officer may be removed by a special meeting by majority vote of those entitled to vote.

The president, or in his or her absence, the vice president, shall preside at all meetings of the Association, and he or she shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Association are carried into effect. Without limitations, the Association via the president and officers shall have the power, and be responsible for the following duties: preparation of an annual budget to be voted on and approved by the association members, making assessments against each Owner for Common Expenses and collecting the same, maintaining found mounts and utility mounts, providing for

the operation, care, preservation, upkeep, replacement and maintenance of all common areas, roadways, drainage structures, rights-of-way, and open spaces, and to ensure that as nearly as possible the natural vegetation within the 50 foot perimeter buffer shall be retained, designating, engaging and overseeing appropriate services for the maintenance, operation, repair, and replacement of the common areas and open spaces, and in general providing services for the aggregate property, enforcing the provisions of these By-Laws and other Rules and Regulations, and bringing any proceedings which may be instituted on behalf of the Association, obtaining and maintaining insurance against casualties and liabilities, and paying the premiums therefore, maintaining books of account showing all receipts and expenditures of the Association (which books shall be available for examination by all members of the association during convenient times), and to do all other things and acts necessary to fulfill such duties.

The vice president shall assist the president in the aforesaid duties, and shall assume the office of president when the president either designates or the president is unable to assume such duties. The president may also assign specified duties to the vice president in addition to the duties specified herein.

The secretary/treasurer shall attend all meetings of the Association and shall record the minutes and all votes in the Record Book of the Association, and shall perform like duties for committees when requested. The secretary/treasurer shall keep the Record Book current and in his or her custody, and shall compile and keep current a complete list of the Owners and their last-known mailing addresses. All such records and Record Book shall be open for inspection by Owners at convenient times and shall be passed on to the newly elected secretary/treasurer complete and up-to-date.

The secretary/treasurer shall have custody of all funds and accounts of the Association and shall keep full and accurate records of receipts and disbursements, shall prepare all required or requested financial data, and shall deposit all monies and oversee all necessary banking transactions, and shall render to the association via the president as often as may be required an account of all of his or her transactions, and of the financial condition of the Association. These accounts shall be passed on to the newly elected secretary/treasurer complete and up-to-date.

#### ARTICLE IV

#### COMMON EXPENSES AND ASSESSMENT

The initial organizational meeting of the Association shall elect officers and determine the Association budget, by majority rule. Said budget shall include an estimate of the total amount deemed necessary to pay all costs of four-season maintenance, management, operation, repair of the common roadway ("Eagan Drive" and "Whitely Drive") to include snow removal, ice control, waste collection, and replacement and maintenance of the common areas, drainage facilities, and open spaces (OPN-1, OPN-3, OPN-6, and OPN-7) of the Association which it is not the individual responsibility of any Owner, as well as the costs of wages, materials, insurance premiums, services, supplies and other expenses relating to the foregoing, which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Owner property and the rendering to the Owners of all related services. Such budget may also

include such reasonable reserves as the officers consider necessary to provide a general operating reserve, and reserves for contingencies and replacements.

The use of Whitely Drive and Eagan Drive shall be common to the Lots as well as and Pier I HOA and Pier II HOA members. Pier I HOA members to include lots N/18-6, N/18-7, N/18-8, N/18-9, N/18-21, N/18, and open spaces identified as OPN-2, OPN-4 and Pier I. Pier II HOA members to include the owners of granted slip rights relative to Pier II and the open space identified as OPN-5. In consideration of paying 18% of the ongoing roadway costs for all maintenance and repair of Whitely Drive and Eagan Drive paid to the Lots Association, the Pier I Association members shall have total, non-exclusive access and use of Whitely Drive and Eagan Drive. Lot N/18 shall also have perpetual use of the forgoing (Whitely Drive and Eagan Drive) and shall have no financial obligation in this regard.

The provisions herein providing for payments from the Pier I Association for roadway maintenance and repairs shall not be modified or amended without the consent and approval of the Pier I Association.

Once so approved, at least quarterly but not more frequently than monthly each Owner shall pay their pro rata share, called an assessment. Each Owner shall be obligated to pay such assessment when due or within 15 days of receipt of the same, whichever occurs lastly. All assessments not paid promptly shall incur an annual interest charge of 18%. No Owner may exempt themselves from liability for such assessment by waiver of the use or enjoyment of the common areas and/or open spaces or by abandonment of their Ownership interest.

At each annual meeting the secretary/treasurer shall prepare a listing of actual and estimated expenses as well as reserve budgets, and the Owners may vote to either return any accumulated excesses to each Owner in proportion, or to adjust the next year's fiscal budget accordingly.

All funds designated as reserve funds shall be placed periodically in a separate bank account, segregated from general operating funds, and used only for such purposes. If, for any reason, such reserves are inadequate, the officers may, after notice, levy a further special assessment against each Owner according to their pro-rata interest, and such special assessment may be payable in a lump sum or in such installments as the officers may determine.

All periodic and special assessments which remain unpaid for a period of 60 days shall act as a lien against the Owner and their real property, which lien may be enforced at law or in equity against such Owner including but not limited to recording such liens in the Strafford County Registry of Deeds. All such costs, including attorney's fees, shall act as an additional charge against such Owner, and shall further disqualify such Owner 60 days after assessment from all rights and privileges to vote in any annual or special election as set forth herein.

No Owner shall be permitted to convey or sell their real property unless and until all current assessments and liens are paid in full.

## ARTICLE V

### AMENDMENTS

All Rules and By-Laws may be modified or amended by a vote of at least sixty (60%) percent of the Owners then present or by proxy at a duly notified meeting. All such modifications or amendments shall be promptly noted in the Record Book maintained by the secretary/treasurer for review by the City of Dover, prior to recording.

## ARTICLE VI

### MISCELLANEOUS AND GENERAL PROVISIONS

1. No Owner may use or access the common area and/or open spaces for any unlawful, immoral, or improper purpose.
2. All individual Owners shall also be members of the "Back Road Sewer Main Association" as recorded in the Strafford County Registry of Deeds (Book 3239, Page 372), and become bound thereby pursuant to the terms of such agreement.
3. All easements, access and utility lines as shown on the recorded Plan referenced herein or as may hereafter be recorded as Phase 2A of such Common Plan are incorporated into these Rules, and no Owner shall interfere with or obstruct the lawful exercise of such claim or right by those claiming thereunder.
4. By majority rule, the Owners may promulgate covenants and restrictions which shall run with the land and bind all Owners and their successors and assigns. All such covenants shall be prepared in proper form for recording in the Strafford County Registry of Deeds, and each deed of conveyance must reference any such covenants. Any such covenants that are promulgated must be so promulgated when a majority number has been established.
5. In case any of these By-Laws are or become in conflict with the provisions of any statute or municipal ordinance or regulation, the provisions of such statute, ordinance or regulation will apply. If any provision or any part thereof or any section is held invalid, the validity of the remainder shall not be affected thereby and to this end, the provision hereof are declared to be severable. In any event, the Zoning Regulations of the City of Dover, New Hampshire shall apply to all structures and uses of each lot.
6. Any individual Owner may access and use in a nonexclusive manner a portion of the common areas to daylight foundation drains within the common area and outside of roadway right-of-way.
7. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8. Private trash pick-up will be paid for by the Association and/or its members and will be at the end of each individual drive-way. The Association and each of the members of the Association are hereby specifically prohibited from modifying this provision to allow for trash pickup in a single location for all Owners or in combined locations for multiple Owners, except with the written approval of 100% of the members of the Association and with the written approval of 100% of the members of the Pier I Association.

9. The Declarant and its successors, heirs and assigns understand that Eagan and Whitely are private roads, and are intended to remain private. In order to be petitioned for acceptance as public ways, the following three conditions shall be met: An affirmative vote of a super majority of the Association, removal of any encumbrances upon the right of way (e.g. no private utilities within it without a license granted by the City), and an amended Subdivision Plan approved by the Dover Planning Board showing the roads as public.

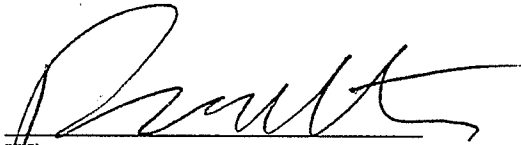
10. This agreement shall be construed according to the laws of the State of New Hampshire.

End of Text  
Signature Page Follows

IN WITNESS WHEREOF, Declarant has caused these By-Laws to be executed by its duly authorized member on this 4 day of March, 2019.

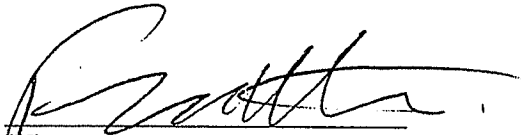
LOTS HOMEOWNER ASSOCIATION  
Declarant

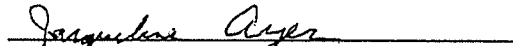
Daniel W. Ayer Revocable Agreement of  
Trust dated March 22, 1993

  
Witness


By:   
Daniel W. Ayer, Trustee


Jacqueline Ayer Revocable Agreement of Trust dated  
March 22, 1993


  
Witness

By:   
Jacqueline Ayer, Trustee

  
Witness

  
Daniel W. Ayer, individually

  
Witness

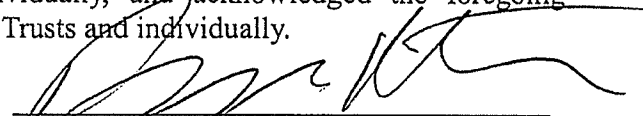
  
Jacqueline Ayer, individually

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

4/3, 2019

Personally appeared the above named Daniel W. Ayer, Trustee of the Daniel W. Ayer, Trustee of the Daniel W. Ayer Revocable Agreement of Trust dated March 22, 1993 and Jacqueline Ayer, Trustee of the Jacqueline Ayer Revocable Agreement of Trust dated March 22, 1993, Daniel W Ayer individually and Jacqueline Ayer, individually, and acknowledged the foregoing instrument to be the voluntary act and deed on said Trusts and individually.



  
Notary Public/ Justice of the Peace  
My Commission Expires:

LOTS HOMEOWNER ASSOCIATION BY-LAWS AND RULES, .