



RECORDING 78.00  
SURCHARGE 2.00

**BYLAWS**  
**OF**  
**STILLWATER WOODS HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**PURPOSE AND SCOPE AND OTHER**  
**INTRODUCTORY PROVISIONS**

1. Purpose. The following By-Laws of Stillwater Woods Homeowners Association (hereinafter called the Association) shall govern the operation of the Homeowners Association established for the development known as Stillwater Woods, Greenland, New Hampshire. The Association shall have the responsibility for administering the common areas of the development.

2. Applicability. These By-Laws are applicable to all property of the Association and to the use, occupancy, sale, lease or other transfer of any interest therein. All present and future holders of any interest in any residential lot in the development shall hold such interest subject to these By-Laws. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of any residential lot shall constitute an acknowledgment that such Owner, lessee or Occupant has accepted and ratified and will comply with these By-Laws.

3. Nature of Organization. The Association is organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire. The Association is a "homeowners' management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "Association property" as those terms are defined in the Internal Revenue Code of 1954. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the

Association.

4. Principal Office. The principal office of the Association shall be located at the development or such other place as may be designated by the Board of Directors.

ARTICLE II  
MEMBERSHIP AND VOTING PROVISIONS

1. Membership. All present and future Lot Owners, acting as a group in accordance with these By-Laws, shall be members of and shall constitute the Association. Transfer by a Lot Owner of his interest in the lot, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Lot is vested in more than one person, all persons having an interest in the Lot shall be members eligible to attend meetings and to hold office, but the vote of the Lot Owners shall be cast as hereinafter provided in Section 2 of this Article. The lots which have voting rights are Tax Map R-10, Lot 12A-2, 12A-3, 12A-4, 12A-5, 12A-6, 12A-7, and 12A-8.

2. Voting.

(a) Each Lot shall have one vote in the Association. The vote pertaining to the Lot shall not be divisible and shall be cast as hereinafter provided.

(b) Since a Lot owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot. If more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Lot Owner. If a protest is made to the person presiding over the meeting, the vote of such Lot, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.

(c) The vote appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner or, in cases in which the Lot owner is more than one person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate

automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.

(d) Unless otherwise provided in these By-Laws, a majority of the votes cast by Lot Owners in good standing present in person or represented by proxy at any meeting of the Association shall decide any question brought before such meeting. A Lot Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys\* fees, penalties and other charges, if any, properly chargeable to him.

(e) If the Developer owns or holds title to one (1) or more Lots, the Developer shall be entitled to cast the votes appertaining to such Lots at any meeting of the Association.

(f) Anything in this ARTICLE to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Lot during any period of time in which the owner thereof is the Association.

### ARTICLE III MEETINGS OF THE ASSOCIATION

1. Place. All meetings of the Association shall be held at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.

2. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Lot Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail, return receipt requested, or by electronic messaging with receipt requested, to all Lot owners of record at the address of their respective Lots and to such other addresses as any of them may have designated to the Secretary.

3. Quorum. A quorum shall be deemed to be present throughout any Meeting of the Association until adjourned if persons entitled to cast more than fifty percent (50%) of the votes are present in person or represented by proxy at the beginning of such meeting. In the absence of a quorum at any meeting or any adjournment thereof, the Lot Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Lot Owners holding the requisite amount of voting power shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.

4. Annual Meeting. Subject to the provisions for Developer's control set forth in ARTICLE 4, Paragraph 5 hereafter, a meeting of the Association shall be held at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the

meeting shall be held on a Saturday in November at 10:00 A.M.

5. Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and shall be called upon written application therefor to the Secretary of the holders of at least twenty-five percent (25%) of the voting power in the Association.

6. Organization. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Lot Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore who shall be sworn to the faithful discharge of his duties as such secretary pro tempore before entering thereon.

#### ARTICLE IV BOARD OF DIRECTORS

1. General Powers and Duties. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association including, without limiting the generality of the foregoing, the following:

(a) To exercise all powers specifically set forth in the Articles of Agreement of the Association and these By-Laws.

(b) To prepare an annual budget and utilize the same for the establishment of the assessment against each Lot Owner for Common Expenses.

(c) To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association.

(d) To require that all directors, officers, employees and agents of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds and to pay the premiums therefore as Common Expenses.

(e) To make assessments, against Lot owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.

(f) To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.

(g) To provide for the operation, care, upkeep, maintenance, snow removal, repair and replacement of the Common Areas including the roadway known as Stillwater Drive until

such time as ownership of Stillwater Drive is accepted by the Town of Greenland.

- (h) To provide for the operation, care, upkeep, maintenance, and repair of the drainage features in accordance with the provisions of the Stormwater System Management Inspection and Maintenance Manual.
- (i) To maintain the center of the cul-de-sac located on Stillwater Drive.
- (j) To maintain the easement areas which are designated as drainage and grading on the plans for the development.
- (k) To ensure that the provisions of the Zoning Ordinance are enforced with respect to the 75-foot wetland and waterfront setbacks, including annual reviews of such setbacks by the Code Enforcement Office for the Town of Greenland.
- (l) To employ, control and dismiss the personnel necessary for the maintenance and operation of the Common Areas; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies and material to be used by such personnel.
- (m) To engage the services of attorneys, accountants, architects and other professionals as the need arises.
- (n) To procure, maintain and administer insurance as required for the common areas.
- (o) To designate one or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.
- (p) To do any and all such other things not inconsistent with these By-Laws as may be authorized or directed by a resolution of the Association.

2. Number, Qualifications and Term of Office. The number of directors of the Association shall be not less than three (3) nor more than five (5), all of whom shall be of lawful age and all of whom, except for directors designated by the Developer, shall be Lot Owners. Within such limits, the number of directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting except that no such action shall be effective to remove any director then in office. In case the number of directors shall be increased, additional directors may be elected by the vote of the majority of the directors in office at the time of such increase. Each director shall continue in office until the annual meeting of the Association next ensuing and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased to be a Lot Owner.

3. Quorum And Manner Of Act. A majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting; but less than a quorum may

adjourn the meeting. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting except as may otherwise be provided by the Articles of Agreement of the Association or by these By-Laws.

4. Place Of Meeting. The Board of Directors may hold its meetings, have one or more offices, and keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

5. Developer's Control: Notwithstanding any other provisions of these By-Laws, until five (5) years after the recording of these By-Laws, or until two-thirds (2/3) of the lots in Stillwater Woods have been transferred to resident owners, whichever occurs first, the Developer shall be entitled to elect all of the Members of the Board of Directors. The Association may transact any other business that may come before the meetings of the Association.

Promptly after two-thirds (2/3) of the lots in Stillwater Woods have been conveyed to resident owners, but in no event later than five (5) years after the recording of these By-Laws, the Board of Directors shall notify the Members of the Association of a special meeting of the Association. At such meeting, the persons designated as Directors by the Incorporators shall resign as Members of the Board of Directors and all of the lot owners, including any non-resident owners, shall elect a new Board of Directors.

6. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

7. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

8. Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two directors at the time being in office. Notice of such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal

meeting without any notice thereof having been given, if all of the directors shall be present thereat.

9. Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors.

10. Removal Of Directors. Subject to the Developer's reserved rights of control as set forth in ARTICLE 4, Paragraph 5 of these By-Laws, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes cast by Lot Owners at a special meeting of the Association called for the purpose.

11. Vacancies. Subject to the Developer's reserved rights of control, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled either by a majority vote of the remaining directors, though less than a quorum, or by the Association at the next annual meeting of the Association or at any special meeting called for that purpose.

12. Compensation. Directors shall serve voluntarily and shall receive no compensation for their services as directors.

#### ARTICLE V FIDELITY BOND

Notwithstanding any discretion that may vest in the Association's Board of Directors under Article IV, Section 1 of the Bylaws, the Association's Board of directors shall require all directors, officers, employees and agents of the Association whose duties and responsibilities include the custody or handling of funds of the Association to furnish adequate fidelity bonds, the premiums of which shall be paid by Lot Owners as Common Expenses. Such fidelity bonds shall be adequate if they provide coverage equal to the maximum funds in the custody of Association or equal to the sum of 3 months assessment on all Lots plus the Association's reserve funds. The Board shall be required to see that such fidelity bonds provide for 10 days written notice to the Association and to all holders of first mortgages on the Lots before the bond can be cancelled or substantially modified for any reason. The Association shall be named as obligee with respect to such bonds.

#### ARTICLE VI OFFICERS

1. Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of

Directors. One person may hold the offices and perform the duties of more than one of said officers, except that one person shall not perform the duties and hold the offices of both President and Secretary.

2. Election - Term Of Office And Qualifications. The officers shall be chosen annually by the Board of Directors. Each officer shall be of lawful age. Each officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.

3. Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose.

4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

6. The President. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

7. The Vice President. The Vice President (if one shall be elected) shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

8. The Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

9. The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and

deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

10. Compensation. Officers shall not receive any compensation from the Association for their services as officers.

ARTICLE VII  
OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of insurance, maintenance, management, operation, repair and replacement of the Common Area, including the roadway and the drainage features, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by these Bylaws or a resolution of the Lot Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each owner, at least fifteen days in advance of the fiscal year to which the budget applies or to when the quarterly reassessment will take effect. The said budget shall constitute the basis for determining each owner's contribution for the Common Expenses of the Association.

(c) Assessment and Payment of Common Expenses. The estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the Owners of Lots by the Board annually following the annual meeting. Such assessments may be reassessed as changes in expected costs occur. Assessments shall be made on these dates against each Owner in proportion to his undivided interest, and shall be a lien against each Owner's Lot. Within sixty (60) days after the end of

each fiscal year, the Board of Directors shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's undivided interest, be credited according to each owner's undivided interest in the Association to the next monthly installment due from owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's undivided interest to the installments due in the months after the rendering of the accounting. The annual assessment for each Lot shall be paid in two (2) installments, with the first installment being due thirty (30) days after the notice of assessment is mailed to the Lot owner, and the second installment to be due six (6) months after the first installment is due.

(d) Reserves. The Board of Directors may build up and maintain an adequate operating reserve as approved by the membership at the annual meeting.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the establishment of the Association and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VII. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot or successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Lot. Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the Lot and such purchaser shall not be liable for, nor shall the Lot conveyed

be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within ten (10) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee as established by the Board of Directors shall be required as a prerequisite for issuance of such a statement. Said fee presently equals \$10.00. If a mortgagee of a first mortgage of record or purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective undivided interests.

3. Penalties for Nonpayment of Assessments - Collection. As provided in Section 1 of this Article VII, payments of assessed Common Expenses shall be within thirty (30) days of the date of the assessment. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but need not) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) and may, in the discretion of the Directors, carry a late charge in the amount of \$25.00 or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorneys fees for collection as hereinafter provided. The Board of Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any owner which remain unpaid for more than ten (10) days from the due date for payment thereof.

If a Lot owner fails to pay the common expenses assessed to his Lot by the Association within sixty (60) days of the date it was due, the association shall have the right to collect from any tenant renting the Lot any rent then or thereafter due to the owner of the Lot. The association shall apply such rent collected against the amount owed to it by the Lot owner. Prior to taking any action under this paragraph, the association shall be given written notice to the delinquent owner of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the association claims is due and owing by the Lot owner, and shall indicate the intent of the association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of this notice shall be provided to any first mortgagee of record on such Lot who has previously requested in writing that the association notify it of any delinquency in the payment of amounts due to the association by the owner of such Lot. The Lot owner shall have thirty (30) days from the date of mailing of the notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No Lot owner shall be entitled to withhold payment of assessments due, off-set against the same, or make any

deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful. If the owner fails to make a timely response to the notice, the association may notify and direct each tenant renting from such Lot owner to pay all or a portion of the rent otherwise due to such owner to the association, such rent or portion of such rent to be in the amount the association claimed is due in the notice, or the full rent, whichever is less. The association shall have the continuing right to collect any rent otherwise payable by the tenant to the Lot owner until the amounts due to the association are paid in full.

4. Maintenance and Repair. Maintenance of the open space, the roadway and the drainage features shall be the responsibility of the Association.

5. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the owners holding a majority of the votes in the Lot owners Association, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

## ARTICLE VIII INSURANCE

### 1. Purchase of Insurance.

(a) The Association shall obtain and maintain in force insurance covering the Common Area and all insurable improvements hereinafter set forth, Lot Owners, as their interests may appear, and all respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other with such insurance shall be assessed part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Lot Owners, without naming them, and as Agent for their Institutional Lenders.

(b) Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Lot owners. All such policies shall provide that payments for losses thereunder shall be made to the Association and all policies and

endorsements thereon shall be deposited with the Board of Directors.

2. Coverage.

Insurance coverage to be obtained by the Board of Directors shall be such coverage as the Board or the members of the Association shall deem to be appropriate and necessary.

3. General Insurance Provisions.

The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvement within the Common Area, and shall make any necessary changes in the policy provided for under Paragraph 2 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such paragraph.

ARTICLE IX  
SALES, LEASES, AND ALIENATION OF LOTS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Lot without including therein the undivided interest of such Lot in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect 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. Except to the extent otherwise expressly provided by these Bylaws, the undivided interest in the Common Area allocated to any Lot shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Lot to which it appertains shall be void.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Lot unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Lot, except as provided in Section 2 of Article VII, and shall have satisfied all unpaid liens with respect to his Lot, except mortgages. The Board of Directors shall promptly furnish to any owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner, is then obligated for any outstanding assessments previously levied against that Owner's Lot and the amount, if any, then outstanding. In the event that the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Lot Owners Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to furnish,

within ten (10) days of receipt of such request by the Board or Manager, such a statement shall make the above mentioned prohibition inapplicable to any such disposition of the Lot. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee shall be required as a pre-requisite to the issuance of such a statement.

3. Statements to Prospective Purchasers. In the event of any resale of a Lot or any interest therein by any person other than the Developer, the prospective Lot Owner shall have the right to obtain from the Owners Association, prior to the contract date of the disposition, the following:

- (a) Appropriate statements pursuant to Section 2 of Article IX hereunder;
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Lot Owners Association within the current or succeeding two fiscal years;
- (c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;
- (d) A copy of the income statement and balance sheet of the Lot Owners Association for the last fiscal year for which such statement is available;
- (e) A statement of the status of any pending suits or judgments in which the Lot Owners Association is a party defendant;
- (f) A statement setting forth what insurance coverage is provided for all Lot Owners by the Lot Owners Association and what additional insurance coverage would normally be secured by each individual Lot Owner; and

The Board of Directors shall furnish the statements prescribed above upon the written request of any prospective Lot Owner within ten (10) days of the receipt of such request by the Board or the Manager.

#### ARTICLE X AMENDMENTS

1. Manner of Amendment. As long as the Developer retains ownership of at least one-third (1/3) of the Lots, the Developer may amend these By-Laws. After such time as the Developer owns less than one-third (1/3) of the Lots, these By-Laws may be amended only by the vote of the Owners of Lots to which two-thirds (2/3) of the voting power of the Association appertains.

ARTICLE XI  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XII  
MORTGAGES

1. Notice to Board. An Owner who mortgages his Lot shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by a mortgagee of a Lot, shall promptly report any 60 day delinquency in the payment of assessments or charges due from the Owner of the mortgaged Lot.

3. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the By-Laws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceedings.

4. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Association at reasonable times, on business days, but, with respect to Owners, not more often than once a month. The request to examine the books of the Association shall be in writing, shall provide at least five (5) days advance notice, and the examination shall be scheduled as an appointment with the person responsible for maintaining the financial records of the Association.

ARTICLE XIII  
NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Lot Owners Association, or to the Board of Directors at such address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XIV  
COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of these By-Laws and any amendments of the same. A default by an Owner shall entitle the Lot Owners Association acting through the Board of Directors or the Manager, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of these By-Laws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, which actions may be pursued singly or concurrently.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by

an owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Lot Owners Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by these Bylaws or at law or in equity.

(e) Interest. In the event of a default by any owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in the amount of \$25.00 or such other amount as the Board of Directors may determine.

#### ARTICLE XV COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

2. Waiver. 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.

3. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

4. Gender, Etc. Whenever in these By-Laws the context so requires the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

5. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development.

Executed by Declarant this 22<sup>nd</sup> day of November, 2021.

Declarant:

Brian F. Beck

Brian Franklin Beck

Maria N. Beck

Maria N. Beck

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On this, the 22<sup>nd</sup> of November, 2021, before me, the undersigned Officer, personally appeared Brian Franklin Beck and Maria N. Beck, who executed the foregoing instrument for the purposes therein contained as their free and voluntary act.

Tammy A. Melnick  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

