



**DECLARATION OF COVENANTS,  
EASEMENTS, AND RESTRICTIONS FOR  
THE LADY OF THE LAKES ESTATES SUBDIVISION**

**THIS DECLARATION** is made and executed as of the 30<sup>th</sup> day of June 2025, by **LADY OF THE LAKES ESTATES, LLC**, a New Hampshire limited liability company, with a place of business/mailling address of 453 White Oaks Road, Laconia, NH 03246, (hereinafter referred to as the "Declarant");

**WHEREAS**, Declarant has acquired certain real estate in the City of Laconia, County of Belknap, State of New Hampshire, which is now known as **Lady of the Lakes Estates Subdivision**; and

**WHEREAS**, Declarant, as the Owner of the property known as **Lady of the Lakes Estates Subdivision**, desires to create a residential neighborhood, with permanent common areas for the use, enjoyment and recreation of its residents, and to provide for the protection, preservation and maintenance of the common areas, and to accomplish these purposes, desires to subject all portions of Lady of the Lakes Estates Subdivision to the covenants, conditions, charges, liens, restrictions and easements set forth below, each and all of which is and are for the benefit of Lady of the Lakes Estates and each of its Owners; and

**NOW, THEREFORE**, Declarant hereby declares that the real property described in Section 2 of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens, which shall be deemed to run with the land and as set forth below.

**Section 1. Definitions.** The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

**1.1** "Association" means the homeowners association that will be established to take title to the Common area and to enforce the provisions of this Declaration.

**1.2** "Common Area" means all portions of Lady of the Lakes Estates Subdivision, other than the Homesites.

**1.3** "Declarant" means Lady of the Lakes Estates, LLC, as promoter and developer of Lady of the Lakes Estates Subdivision.

**1.4** "Declaration" means this Declaration of Covenants, Easements, and Restrictions as supplemented and amended.

**1.5** "Dwelling" means a place of residence for a household.

**1.6** “Homesite” means a lot of record within the Property intended for residential use, which is designated as a single-family Homesite on any Plan for Lady of the Lakes Estates Subdivision.

**1.7** “Living Unit” means a dwelling on a Homesite.

**1.8** “Owner” or “Grantee” means the record owners, whether one or more persons, of the fee simple title to any Homesite, but shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

**1.9** “Plan” means the Subdivision Plan for the Lady of the Lakes Estates entitled “Lady of the Lakes Estates, Proposed Conditions Overview Plan, Tax Map 235-241-4 & 223-241-6, White Oaks Road, Laconia, New Hampshire” dated March 2024, prepared by French Land Services, Inc. and Brown Engineering, LLC, approved by the Laconia Planning Board on April 2, 2024 and recorded in the Belknap County Registry of Deeds in Plan Drawer L89, Plan #82, 83, and 84, and any amendments thereof hereafter approved by the Laconia Planning Board from time to time, and placed on record at the Belknap County Registry of Deeds.

**1.10** “Roads” shall mean all roadways depicted on the Subdivision Plan, which are intended for common use within the Subdivision. Where appropriate “roads” shall also mean sidewalks. Roads and sidewalks shall be dedicated to the City, and if accepted, shall become public ways.

**1.11** “Trail” shall mean that portion of the Common Area that contains a designated trail, as shown on the Plan, and which shall be maintained by the Association.

**1.12** “Playground” shall mean all of the structures and land on that portion of the Common Area designated as “Playground” as shown on the Plan, and which shall be maintained by the Association.

**1.13** “Pickleball Court” shall mean all of that land on that portion of the Common Area designated as “Pickleball Court” as shown on the Plan, and which shall be available for any Owner or Lessee to use for the purpose of playing pickleball and similar games. This area shall be maintained by the Association.

**1.14** “Residency Rules” shall include any rules and regulations promulgated and adopted by the Declarant and/or the Association that provide further rules and regulations regarding the use of the Subdivision, but can be amended by majority vote without amending the Declaration or By-Laws and are not contradictory to the Declaration, By-Laws, Articles of Agreement, or any approvals from federal, state, or local authorities.

**Section 2. Property Subject to this Declaration.** The property which is made subject to this Declaration consists of the Property described on the attached **Appendix A**, all of which Property may be referred to as “Existing Property.”

**Section 3. General Requirements and Restrictions.**

**3.1** No structure or building, other than a residential structure containing a single Living Unit, shall be erected, altered, placed upon or permitted to remain upon any Homesite, except as authorized in this Declaration.

**3.2** Due to the necessity of maintaining architectural and environmental harmony, height, exterior color, design, and location of buildings and structures, only construction contractors selected or approved by Declarant shall be permitted to construct new homes in Lady of the Lakes Estates Subdivision. All construction shall be in accordance with plans specified by the Declarant in writing prior to commencement of construction and shall be subject to the

restrictions as to commencement of construction or alteration as set forth in this Declaration. Any exterior alteration of buildings and structures within two years of construction must also be made only by construction contractors selected or approved by Declarant and must be in accordance with plans specifically approved by the Declarant in writing prior to commencement of construction. After the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite, new construction shall not require contractors approved by the Declarant or its successor so long as any contractor is fully insured.

**3.2.1** No building or other structure shall be constructed, nor shall any exterior addition to or exterior change in any building or other structure be made, except in accordance with plans prepared by or for Declarant, until such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite. After the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite, the Association may still require such plans include detailed building plans, including floor plans, exterior elevations, and a description of exterior materials. Plans shall also include a site plan and drainage plans. All construction plans shall be approved by the Declarant, or by a person or company selected by Declarant until such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite. The Association may continue to require such approvals. In the event that Declarant, or the Association, finds it necessary to obtain professional services for review, modification, or correction of the plans, the Applicant (i.e. the Lot Owner proposing new construction or significant remodeling, after the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvements, or any Homesite) shall reimburse the Declarant or Association for the cost of those professional services.

**3.2.2** These plans shall include, but not by way of limitation, the maximum height of structures, minimum and maximum ground floor area of dwellings, and the precise location of dwellings and accessory structures on each particular Homesite.

**3.2.3** Architectural plans shall be provided by the Declarant as part of the purchase and Declarant reserves the right to discontinue certain plans or introduce new plans. As a result, Declarant reserves the right to revise minimum or maximum dimensions and material standards from time to time regarding construction on a Homesite, but an Owner shall be entitled to rely upon the standards in effect as of the date of the conveyance of a Homesite to the Owner. For any builder that is not the Declarant, the Declarant shall provide the minimum specifications for constructing a house on a Homesite to ensure uniformity of the structures in the subdivision.

**3.2.4** Unattached garages may not be constructed on a Homesite. In no event shall any additional unattached living quarters be authorized, unless such proposed additional unattached living quarters have received the prior approval of the Declarant or the Association. This section 3.2.4 is intended to restrict buyers of Homesites from building two or more separate living quarters on any lot without the appropriate approvals from the Declarant, the Association, and/or the City of Laconia. This section is also intended to ensure that each Homesite has a home, with an attached garage, so that there is uniformity in the appearance of the homes and a second living unit on one Homesite cannot be constructed without appropriate approvals.

**3.2.5** All construction shall be performed in accordance with applicable Building and Life Safety Codes.

**3.2.6** No residential structure on a Homesite shall be adapted for more than one single-family occupancy, and no structure shall be altered in any manner which would permit a Living Unit to accommodate more than one family.

**3.2.7** Foundations shall be exposed as little as reasonably possible above grade, so that the concrete foundations are hidden from view from the street.

**3.2.8** The exterior of all buildings on Homesites shall be completed within twelve (12) months from the start of construction, including acceptable exterior finish as provided for in specifications selected or approved by the Declarant or Association, and all final landscaping must be completed and all debris removed from the property within such time. If the Homesite construction is completed at a time of the year when exterior plantings for landscaping and grass is not possible (i.e. late fall or winter), then the Homesite owner shall have until May 15 of the following year to complete such exterior plantings for landscaping and grass. In the event the exterior of any building on a Homesite is not completed, or final landscaping and removal of debris is not completed within twelve (12) months from start of construction, Declarant may complete the same and assess the Owner thereof One Hundred Ten Percent (110%) of all direct and indirect costs without limitation, including, but not limited to, supervision and administration costs and expenses associated therewith, whether incurred by a third party, the Declarant, or their respective employees, agents, or representatives. This Section shall not be applicable to the Declarant, when the Declarant is the Builder.

**3.3** Houses shall be sited and trees and other vegetation will be planted in such a way as to reasonably minimize the interference with the view from adjoining properties. If a Property Owner believes that his or her view is being unreasonably obstructed, he or she may apply to the Declarant, who will then determine whether trees and other vegetation should be thinned, topped, or removed by any Property Owner.

**3.4** Loam, soil, fill, sand, rock, or ledge shall not be removed from any Homesite other than for normal home construction, nor shall the topography or drainage be altered without the prior written approval of the Declarant and the Laconia Planning Department.

**3.5** Facilities for the storage of trash, decking, walkways, gazebos, mosquito houses, pools, other structures excepting tool sheds, whether temporary or permanent, or other obstructions and exterior lighting shall not be erected on Homesites without the written approval of the Declarant, and when the Association exists, the Association, which shall also have the right to determine the type, style, color, manner of construction, location, and suitability of the above-described items.

**3.6** No antenna utilized to receive and send electronic signals of any nature shall be erected on any Homesite so as to be exposed to public view without the specific approval of the Declarant or Association.

**3.7** Outbuildings, such as a tool shed (e.g. a small, one-story, unattached structure used for holding a small amount of tools, or gardening supplies, or lawnmower, and is not insulated or used for living quarters), may be constructed on Homesites with the prior approval of City authorities, if required, and it shall be the obligation of the Owner to obtain such approval prior to any construction. The placement, type, specifications, and location of any outbuilding shall be approved in advance by the Declarant or the Association, with the exception of sheds, which shall require no prior approval from the Declarant or the Association.

3.8 Pools shall be permitted, but their placement, type, specifications, and location must be specifically approved in advance by the Declarant or Association. Outside hot tubs may be permitted, but their placement, type, specifications, and location must be specifically approved in advance by the Declarant or Association.

3.9 The Declarant retains the right, until the Owner of the property initiates the construction of a residential structure upon a single-family Homesite, and until such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite, to clear brush, trim and/or remove trees, and either improve, maintain, or place stone walls or fences on any property so as to enhance the overall appearance of the project, and to maximize the view of all property at Lady of the Lakes Estates. The purpose of this section is to facilitate the sale of Homesites as a result of the property looking more attractive.

3.10 To the extent possible, all wire, conduits, and utilities of any type of description shall be installed below ground.

3.11 Declarant, at its option, may establish a building committee to assist the Declarant, and the Association when it is formed, in reviewing plans and specifications.

3.12 These requirements and restrictions are intended to govern the future use and occupation of all Dwellings within Lady of the Lakes Estates, including alterations, reconstruction, or replacement of any structure.

3.13 All rights that inure to the Declarant, unless explicitly specified elsewhere, shall inure to the Association at such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite.

**Section 4. Statement of Purposes of Use.** Lady of the Lakes Estates is primarily intended for residential use and the following provisions are in furtherance of this purpose:

4.1 Each Living Unit shall be occupied and used only for private, residential purposes by the Owner and the Owner's family, or by lessees or guests of the Owner, and not for any commercial use whatsoever. Home occupations shall be permitted in accordance with the Laconia Zoning Ordinance.

4.2 A Living Unit may be leased to only one family at a time. Occupancy under lease shall only be by the tenant and the tenant's family or guests, and no Living Unit shall be used to house more persons than the dwelling is reasonably designed to accommodate. Leases or rentals shall be in accordance with any relevant City Ordinance or state law. All such leases or rentals shall be subject, in all respects, to this Declaration of Covenants, Easements, and Restrictions, the By-Laws, and the Rules and Regulations.

4.3 The Roads and any Common Areas of Lady of the Lakes Estates shall not be used in a manner which is inconsistent with its residential character. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Roads, Trails, Playground, Pickleball Court, and any Common Areas, and anyone causing such damage shall pay the expense incurred in repairing the same.

4.4 No noxious or unreasonably offensive use of the Common Areas or Homesites shall be made of any part of Lady of the Lakes Estates, and nothing shall be done which is or will become an unreasonable annoyance or nuisance to other Owners.

4.5 No clotheslines, television antennas, or similar equipment shall be so placed as to be within view from the street or located within the front yard. All garbage, recycling, and trash containers must be placed inside the garage portion of each residential unit so they are not visible

from any adjoining Homesite or any street except for on the date of collection of such garbage, recycling, or trash. Each Owner shall keep and maintain the exterior of the Owner's Living Unit and all appurtenances, fences, landscaping, and the like, in good condition and repair at all times. The structures and grounds on each Homesite shall be maintained at all times in a neat and attractive manner. If, in the opinion of the Declarant or the Association, any Homesite is untidy, unsanitary, or unattractive, it may take necessary action to preserve a neat, clean and attractive appearance, provided the Owner of such Homesite has been notified and has failed to take corrective action within fifteen (15) days of receipt of written notice. Any reasonable expense so incurred shall be a lien against the property of such Owner. No fertilizer, except limestone, shall be applied to vegetation or soils within 50 feet of any wetlands. Only low or zero phosphate, slow-release nitrogen fertilizers or limestone, and biodegradable herbicides and pesticides for weed and insect control shall be used in any of the Common areas or within the Homesites.

**4.6** Only domestic animals, such as cats, dogs, birds, and aquarium fish or reptiles shall be allowed as pets. Dogs shall be required to be kept on a leash whenever they are outside of a Dwelling Unit. Other domestic animals may be permitted with the written approval of the Declarant or the Association, subject to such conditions of approval as the Declarant or the Association, in its sole discretion, shall deem appropriate and any applicable zoning ordinance.

In the event the Declarant or the Association determines that a particular pet is a nuisance, it shall have the right to order its immediate removal. If the Owner fails to comply, then the Declarant or Association shall have the right to apply to a court of competent jurisdiction for an injunction to require the Owner to remove the same. In the event the Declarant or Association prevails in a suit for an injunction, the defending Owner shall be required to pay the Declarant's or Association's costs, including reasonable attorney's fees.

**4.7** No motor vehicle other than a passenger car, motorcycle, moped, scooter, or pickup or van type vehicle (i.e. having a Gross Vehicle Weight Rating Class 1-4 only and weighing 16,000 lbs. or less) shall be permitted to be parked outside of a structure. Unregistered motor vehicles shall not be permitted in any instance unless garaged and out of sight of the public or other Owners. Offending vehicles shall be towed away at Owners' expense. No commercial trucks or vehicles (i.e. having a Gross Vehicle Weight Rating Class 1-4 only and weighing 16,000 lbs. or less) or limousines shall be permitted to remain on any Homesite or Common area unless garaged and out of view of the general public or other Owners. No mobile, motorized, or manufactured homes shall be permitted in any instance, except when used by a visitor to a Lot Owner and parked in the driveway, but in no event shall any such vehicle be permitted to remain in the Lady of the Lakes Estates for more than one (1) week. No construction vehicles, including but not limited to earth movers, excavators, dump trucks, backhoes, and the like, shall be permitted in any instance, except when involved in active construction and then only for the minimum amount of time necessary to perform the work and shall be removed during any stoppage of work lasting longer than twenty-four (24) hours, and excluding only during the period of initial development of Lady of the Lakes Estates by the Declarant. No containers used in shipping or trucking, or trailers that would be hauled by commercial vehicles shall be permitted, except that short-term storage boxes such as "Pods" or "Mi-Box" shall be permitted with the prior approval of the Declarant or Association and where the duration is authorized by the Declarant or Association in advance. If used during construction or renovation, such storage boxes may be used for the duration of construction or renovation with prior approval by the Declarant or Association, which approval shall not unreasonably be withheld. Snowmobiles, off-road motorbikes, trailers, all-terrain vehicles, recreational vehicles of any description, or boats,

shall also be permitted, provided they are always stored within garages when not in use. So-called “membrane structures” intended for the storage of outdoor machines and equipment shall not be permitted. Dumpsters and porto-potties, unless authorized by the Declarant or the Association before arrival, shall not be permitted and shall be subject to any requirements for their removal promulgated by the Declarant or Association. If used during construction or renovation, such dumpsters or porto-potties may be used for the duration of construction or renovation with prior approval by the Declarant or Association, which approval shall not unreasonably be withheld. If, for any reason, such construction or renovation ceases for one week or more, then the dumpster and/or porto-potty shall be removed. As the roads in the Association shall be dedicated to the City of Laconia, any vehicle used on the roadways must meet all criteria for use on public highways.

**4.8** All power equipment, vehicles, and any other motorized devices shall be suitably muffled. The Declarant or the Association may order the removal of anything which is unreasonably loud.

**4.9** No signs, including “For Sale” signs, rent signs, contractor’s signs, or advertising devices of any kind shall be placed on any Homesite, (except a new Living Unit being offered by the Declarant), unless otherwise approved by the Declarant or the Association. Only official realtor signage from a licensed broker advertising a lot or house for sale or contractor’s signs for the duration of any work being performed by the contractor to the premises, shall be exempt from the provisions of this section.

**4.10** All streetlighting and exterior lighting on Homesites shall be downcast with appropriate light shields installed.

**4.11** To the extent reasonably appropriate, all lighting, both internal and external, shall use energy efficient light bulbs and fixtures. In addition, to the extent reasonably appropriate, all Living Units shall incorporate water efficient faucets and toilets.

**4.12** Nothing but sanitary waste flow from toilets, sinks, laundry, etc., shall be permitted to be connected to the sewer system. Roof leaders, footing drains, sump pumps, or other similar connections carrying rainwater, drainage, or ground water shall not be permitted to be connected to the sewer system.

**4.13** No Owner shall construct or install improvements, landscaping, artificial vegetation, exterior sculptures, fountains, rocks, or similar items upon any portion of a Homesite, nor shall any Owner alter or make additions to improvements or landscaping installed by Declarant or the Association, without the prior written approval of the Declarant or the Association. Family gardens located wholly upon the Homesite may be permitted provided such gardens do not interfere with the drainage system serving Lady of the Lakes Estates.

**Section 5. Rights and Easements Reserved.** The ownership and use of any Homesite or Living Unit is subject to the following rights and easements:

**5.1** Easements for the installation and maintenance of utilities, drainage facilities, and roadway slopes, and embankments are reserved by the Declarant, and its successors and assigns, including the Association, in, over, and under all roads, sidewalks, and ways, and Homesites and Common Areas as shown on any Plan of Lady of the Lakes Estates. Other easements are also reserved by and for the benefit of Declarant, and its successors and assigns, to permit entry upon any Homesite to construct, maintain, tie in, join or utilize public utilities or improvements, pipes, drainage, wires, etc., whether under or above ground, so long as such construction, maintenance, tie in, joining, or use does not unreasonably interfere with the use by the Owner of the Homesite,

and further does not hinder or prevent the construction of a Living Unit on any Homesite. For the purposes set forth herein, a 25-foot easement from each side of the center line of each road within the subdivision is hereby reserved.

**5.2** The Declarant reserves the right to grant to the Association, the City of Laconia, the Town of Gilford and/or any public utility, any of the roadway, sidewalk, utility, drainage, and slope easements retained by the Declarant, including ownership of the underground pipes and conduits serving the Homesites.

**5.3** The Declarant reserves the right to establish the maximum height and location of any building, structure, trees, or planting which may be constructed, placed, or planted upon any Homesite until such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite. The Association shall have these rights at such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite.

**5.4** The Declarant reserves the right to establish, grant, or reserve "Open Space Easements", whereby land designated variously as "Open Space", "Active Use Common Area", "Limited Use Open Space", and "Conservation Open Space" shall be utilized as common land of Lady of the Lakes Estates for the common use, enjoyment and recreation of all of the Owners and residents of Lady of the Lakes Estates until such time as the Declarant has turned the Association over and is not involved in the construction of any Common Area, improvement, or any Homesite.

**5.5** The Declarant shall have the right to alter the boundaries of Homesites and to encroach upon the Common Area to accommodate such re-location for so long as the Declarant retains title to the Common Areas and such Homesites have not been developed. Any such relocation shall not unreasonably limit the use of the Common Areas by existing Owners.

**5.6** The Declarant, or the Association, shall have the right to assess Property Owners for a proportionate share of the following costs:

**5.6.1** insurance premiums;

**5.6.2** real estate taxes on the roads and common areas, if separately assessed;

**5.6.3** the costs of maintaining the roads and sidewalks (including plowing) until accepted by the City, the drainage system (including the swales, catch basins, pipes, inlets and outlets, and detention basin);

**5.6.4** the costs of maintaining the water and sewer system (including the collection pipes, tees, ways, pumps, and electrical service for that system) until they become public utilities;

**5.6.5** the costs of maintaining any open space or common structures such as a meeting room and other Common area improvements, including landscaping, playground equipment, trails, pickleball court, and other amenities;

**5.6.6** the costs of electrical, water, and sewer services for any common areas or structures thereon, including, for example, for street lighting and a club house, if any.

**5.7** Any unpaid assessment shall be a continuing lien on the Homesite. It may be perfected by filing suit in the Belknap County Superior Court, and upon approval by such Court, filing a Notice in the Belknap County Registry of Deeds. Declarant or the Association (when one is formed) may bring an action against the Owner personally obligated to pay the same or may foreclose such lien against the Homesite and the cost of the suit and collection shall be added to the amount of such assessment, including reasonable attorney's fees. All Homesites retained by the Declarant as part of its sales inventory shall not be assessed for a period of five (5) years,



commencing from the date of recording of this Declaration.

**Section 6. Property Rights in the Common Area.**

**6.1 Easements of Enjoyment.** Every Owner shall have an easement of use, in common with others, of all roadways and common areas, and such easements shall be appurtenant to and shall pass with the title to every Homesite and shall be subject to the limitations set forth in this Declaration.

**6.2 Title to Roads and Common Area.** Declarant shall dedicate the road to public use subject to acceptance by the City of Laconia. If the City does not accept the roads, Declarant may deliver to the Association, and the Homesite Owners shall accept, a deed conveying the roads to the Association.

The Declarant may retain title to the Common area until such time as the Declarant deems it appropriate to convey it to the Association or for five (5) years after the completion of construction of the first home. The Declarant shall convey the Common Area to the Association when 75% of the Homesites have been conveyed, or five years after the completion of construction of the first home, whichever occurs sooner, and the Homesite Owners shall accept a deed conveying the common area to the Association. After conveyance to the Association, the Declarant shall have no continuing obligation to maintain or repair any Common Area unless the repairs or maintenance are necessitated by Declarant's activities.

**6.3 Extent of Declarant's Easements.** The easements created pursuant to this Section shall be subject to the following:

**6.3.1** Liens and encumbrances presently of record, if any;

**6.3.2** The right of Declarant or its successors and assigns to use the roads or any common area in connection with the sale of Homesites remaining to be sold, from time to time;

**6.3.3** The right of Declarant or its successors and assigns, including the Association, to construct improvements within the right-of-way of the roads or within common area for common use, enjoyment, and recreation;

**6.3.4** The rights of the Owners of the other Homesites to similar easements. A lease or rental of any Living Unit shall include the easements which appertain to the Homesite leased.

**6.3.5** The right of the Declarant to grant and reserve easements and rights-of-way through, under, over, and across the Common Area (and individual Homesites provided that such do not unreasonably interfere with the use thereof), for the installation, construction, maintenance, operation, repair, and inspection of all utility services necessary or desirable in connection with the operation of the Property, including public water, sewer, drainage, fuel oil, gas, and other utility systems, which right includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

Any of the rights which are reserved to the Declarant in this Declaration shall, upon the conveyance by the Declarant of all its right, title and interest in the Property, be assigned to the Association, without any further legal instrument, said assignment being effected by the recording of the instrument of conveyance at the Belknap County Registry of Deeds.

**6.4 Additional Common Area Covenants and Restrictions.** In addition to the other covenants, easements, and restrictions set forth in this Declaration, the property described in

Appendix B, the “Protected Wetland Area,” shall be subject to the following:

**6.4.1** The Protected Wetland Area shall be maintained in perpetuity as open space without there being conducted thereon any agricultural, industrial, or commercial activities.

**6.4.2** For the purposes hereof, “Recreational Use” activities shall include low-impact, non-commercial recreational activities including, but not be limited to, hunting, fishing, hiking, cross country skiing, and nature observation, in accordance with current laws and regulations.

**6.4.3** For the purposes hereof, “Riparian Buffers” shall be the wetland setback areas defined by the City of Laconia. The Riparian Buffer edge shall be measured from the wetlands edge. In cases where the top of the embankment is less than 50 feet from the edge, the riparian edge shall be measured from the top of embankment. In cases where wetlands surround a stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.

**6.4.4** For the purposes hereof, “Significant Wetlands” are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage ecologists through fieldwork and/or high-resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:

- Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape).
- Wetland communities or systems that are classified as exemplary, due to their rarity in the State of New Hampshire, by the NH Division of Forests and Lands, Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context.
- New Hampshire Wildlife Action Plan designated wetlands.
- Wetlands providing habitat for Endangered, Threatened, and Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

**6.4.5** The Protected Wetland Area shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another, unless approved by the NH DES in writing.

**6.4.6** No structure or improvement, including, but not limited to, a dwelling, educational building, tennis court, swimming pool, dock, athletic field, pavilion, shooting range, aircraft landing strip, tower, including cell towers, mobile home, or wind powered generator or similar development, shall be constructed, placed, or introduced onto the

Protected Wetland Area. However,

**6.4.6.1** ancillary structures and improvements including, but not limited to, an unpaved road, dam, gate, fence, bridge, culvert, or wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the Wildlife Habitat and Forest Management activities on the Property; and

**6.4.6.2** unpaved pedestrian trails and temporary wildlife blinds and tree stands may be constructed, placed, or introduced onto the Property provided that they are included in the plan approved by the City of Laconia.

**6.4.7** No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

**6.4.7.1** are commonly necessary in the accomplishment of Wildlife Habitat Management, or low-impact noncommercial outdoor recreational uses of the Property;

**6.4.7.2** do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be made at the sole discretion of the Property owner and to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

**6.4.7.3** are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

**6.4.8** No outdoor advertising structures such as signs and billboards shall be displayed on the Protected Wetland Area except as desirable or necessary in the accomplishment of conservation, education, or low-impact non-commercial outdoor recreational uses of the Protected Wetland Area.

**6.4.9** There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Protected Wetland Area, except in connection with any improvements made pursuant to the provisions above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Protected Wetland Area.

**6.4.10** There shall be no dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous.

**6.4.11** Use of pesticides or herbicides in connection with any permitted activities must be approved in advance in writing by the NH DES.

**Section 7. No Further Subdivision/Wetlands.** No Homesite as depicted on the approved Subdivision Plan for Lady of the Lakes Estates shall be further subdivided. The provisions of this section shall not be construed to prevent boundary line adjustments between abutting Property Owners, or the relocation of Homesites by the Declarant. Specific authorization is granted to the City of Laconia to enforce the provision of this section by appropriate legal process.

**7.1** There shall be no further alteration of wetlands or wetland buffers for lot development, driveways, or culverts. The Declarant, with the assistance of the Conservation Commission of the City of Laconia, shall place signs identifying the

location of wetland areas within Lady of the Lakes Estates, if required. The Declarant, or the Association, shall have the obligation to maintain such signs.

7.2 No Owner shall in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of any drainage areas, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association.

7.3 No Owner shall remove native vegetation that becomes established within the Common Area or within any buffer without prior written approval from the Association.

7.4 No Owner shall in any way deny or prevent ingress and egress by Declarant or the Association to any drainage areas for maintenance or landscape or enforcement purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant or the Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

7.5 Each Owner shall use and maintain the portion of their Homesite located within drainage easements, if any, in compliance with the state and municipal approvals, and all other applicable rules and regulations. Each Owner, at its sole expense, shall immediately correct or abate all violations of or non-compliance with such approvals, and all other applicable rules and regulations.

**Section 8. Maintenance of Trails.** The responsibility for maintenance of any private trails shall, in the first instance, be that of the Declarant, but each Owner shall assume a proportionate share of such responsibility as of the date the Owner acquires title to a Homesite or Living Unit via assessment by the Association. Owners shall be primarily responsible for maintenance of the sidewalk in front of their Homesite, including removal of snow, however, the Association may, by majority vote, choose to make this a common expense.

**Section 9. Water System.** All Homesites receive their water from a municipal system. Maintenance and operation of such system shall be the obligation of the City of Laconia, including all costs associated therewith. The City of Laconia Water Department, including any successor in interest, shall have an easement to this system. Each Homesite shall receive a bill for these services.

**Section 10. Sewer System.** All Homesites are served by a municipal sewer system that consists of gravity feed lines and a pumping station, if necessary. Maintenance of the sewerage system shall be the obligation the City of Laconia or the Town of Gilford, in accordance with any municipal use agreement. Each Homesite shall receive a bill for these services.

**Section 11. Private Drainage System.** Lady of the Lakes Estates is serviced by a private drainage system that consists of swales, catch basins, pipes, inlets, outlets, and drainage basins. Maintenance of the private drainage system shall be the obligation of the Owners' Association and costs of that maintenance shall be a common expense, unless such system is assumed by the City of Laconia. If snow is stored in community parking areas, catch basins must be kept clear of obstructions.

11.1 Any detention pond shown on the Plan, or later constructed, shall be maintained in accordance with the following:

**11.1.1** Embankments shall be inspected annually to determine if rodent burrows, wet areas, or erosion of the fill is taking place.

**11.1.2** Vegetated areas of the embankment should be protected from damage by fire, grazing, traffic, and dense weed growth. Lime and fertilizer should be applied as necessary as determined by soil tests. Proper vegetation shall be maintained to ensure protection from erosion.

**11.1.3** Pipe inlets and spillway structures should be inspected annually and after every major storm. Accumulated debris and sediment should be removed.

**11.1.4** Pipe outlets should be inspected annually and after every major storm. The condition of pipes should be noted and repairs made as necessary. If erosion is taking place then measures should be taken to stabilize and protect the affected area of the outlet.

**11.1.5** Sediment should be continually checked in the basin. When sediment accumulations fill the basin sump, then the sediments should be removed and properly disposed.

**11.1.6** Any tree and brush growth should be removed semi-annually.

**11.1.7** Any eroded area of the embankment should be repaired with appropriate grass cover after replacing any lot fill material and loam.

## **Section 12. Association.**

**12.1** The Declarant shall, on or before three (3) years of the date of recording of the Declaration or upon the sale of seventy-five percent of the homesites, whichever occurs later, cause the Association to be formed, which shall, by virtue of such formation, assume all of the responsibilities and authority of the Declarant with respect to this Declaration. Upon transfer of the Common Area to the Association, the Association shall manage the Common Area, including the roads (if private), sidewalks, and private drainage system, and shall have the authority to assess each Owner for a proportionate share of the cost of liability insurance, maintenance, repairs, and replacement of all Common Areas and property. The Association shall adopt By-Laws and shall have the authority to enforce the covenants and restrictions set forth in this Declaration.

**12.2** The Association shall be governed by the Board of Directors as provided herein and in the By-Laws. Until the Declarant has transferred control of the Association, the Board shall consist of five (5) Directors appointed by the Declarant. During this period of control, Declarant may elect to appoint one or more Owners as directors, subject to this Declaration.

Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have the sole and exclusive right to appoint all Officers and Directors of the Association, until the earliest to occur of the following:

**12.2.1** At such time as 75% of the Homesites have been conveyed to persons other than the Declarant, its successors or assigns; or

**12.2.2** Three (3) years from the date the Association is formed; or

**12.2.3** At such earlier time when, in its discretion, the Declarant so determines that it is appropriate to transfer control of the Association.

**12.3** During the period of control by the Declarant as set forth herein, Members of the Association, otherwise qualified hereunder, shall have non-voting membership, unless the provisions of this sentence are expressly waived relative to a particular issue by a writing signed by the Declarant.

**12.4** If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Common Areas, including, but not necessarily limited to, the drainage system, the common areas, and the sidewalks in accordance with the requirements of the municipal and state permits, unless and until an alternate entity assumes responsibility.

### **Section 13. General Provisions.**

**13.1 Duration.** The covenants and restrictions of this Declaration shall run with and bind the Homesites and shall inure to the benefit of and be enforceable by the Declarant (so long as the Declarant owns a Homesite or Living Unit in Lady of the Lakes Estates) and the Owners of any property 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 first recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds of the total of Homesites has been recorded, agreeing to terminate these covenants and restrictions.

**13.2 Notices.** Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Declarant or Association at the time of such mailing or when electronically sent to the last known electronic address of such Owner as set forth in the records of the Declarant or Association at the time of such sending.

**13.3 Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Declarant or the Association or by any individual Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against his or their property to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Declarant or the Association prevails, it shall be entitled to be reimbursed by the individual Owner for reasonable attorney's fees occasioned by the action or inaction of the Owner. If the Owner prevails in an action against the Association or Declarant as a result of the Association's or Declarant's own willful action which is contrary to their duties, including their fiduciary duties, under this Declaration, the Owner shall be entitled to be reimbursed by the Association or Declarant for his reasonable attorney's fees occasioned. Fines may be levied if provision for such is made in the By-Laws of the Community Association, when established.

**13.4 Variance.** Where strict conformity with the provisions of this Declaration would, in the opinion of the Declarant or the Association, if the Declarant has turned over control to the Association, cause undue hardship to an Owner, the Declarant or the Association shall have the authority to approve a variance therefrom, provided that there is substantial compliance with its provisions, and provided that other Owners are not adversely affected to a material degree.

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

**13.6 Successors and Assigns.** The rights and obligations under this Declaration shall inure to the benefit of and be binding upon the heirs, successors, and assigns of any party from time to time having rights and/or obligations hereunder, provided that the rights and obligations of Declarant, in its capacity as Declarant of this Declaration, shall inure to and be binding only

upon its successors and assigns of their right to serve in such capacity.

**13.7 Rights of Mortgagees.** No provision of this Declaration shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of Homesites or Living Units pursuant to their first mortgages in the case of distribution to Owners of insurance proceeds of condemnation awards for losses to, or a taking of, Homesites or Living Units and/or common areas and improvements or any portions thereof.

**13.8 Non-Discrimination.** No restriction shall be placed on the rental, sale, or lease of any Living Unit within Lady of the Lakes Estates, on the basis of race, sex, religion, creed, or national origin. This shall not limit the right to impose restrictions permitted under N.H. RSA 651-B.

**13.9 Amendments.** Except as otherwise provided herein, this Declaration may be amended from time to time by an instrument in writing signed by the Owners holding two-thirds (2/3rds) of the voting power of Owners, provided that written notice of such proposed amendment has been sent to every Owner at least twenty (20) days in advance of recording of such instrument at the Belknap County Registry of Deeds, with a copy filed with the Planning Board, if required, and said amendment shall be effective upon such recording. Provided, however, that so long as the Declarant continues to own a Homesite at Lady of the Lakes Estates upon which no dwelling has yet been constructed, no such amendment shall become effective without the written approval of the Declarant.

**13.10 Unilateral Amendment by Declarant.** Notwithstanding anything to the contrary herein, until the end of the Declarant's control period, the Declarant shall have the unilateral right to amend this Declaration, as it deems appropriate for the protection and enhancement of the community, and the Declarant shall not require or need the joinder of any Owners, provided that no such amendment shall alter the boundaries of any Homesite conveyed to an Owner, or permanently revoke an Owner's right or enjoyment of the Common Area subsequently conveyed by the Declarant to the Owners as tenants-in-common, or adversely affect an Owner's right to vote or obligation to pay assessments under this Declaration, or materially alter or limit the other Owners' use of such Homesites or dwellings, including dwellings in the process of construction.

**13.11 Limitation on Amendments.** No amendment that would be contrary to or would modify the conditions of the site plan approval by the Laconia Planning Board, any municipal agreements, or any approvals by a Department or Agency of the State of New Hampshire shall be effective without the prior review and approval of the appropriate governmental agency or entity.

**13.12 453 White Oaks Road.** The property currently with an address of 453 White Oaks Road, Laconia, New Hampshire (the "dominant estate") and any future lots to be subdivided therefrom, in consideration of the boundary line adjustment granting additional land to the Association, shall have a permanent and irrevocable easement appurtenant to enter upon the land of the Lady of the Lakes Estates and use all amenities, Common Areas, and tie into any public utilities located at and servicing Lady of the Lakes Estates at no cost. Any cost incurred as a result of the use of the Common Areas or tying into any public utility, shall be borne by the Declarant or the Association. The dominant estate shall have no obligation to contribute, maintain, or improve any easement or contribute to any costs of the Association or the tying into of any public utilities located at and servicing Lady of the Lakes Estates. This section cannot be modified or amended without the express written consent of the owner of the dominant estate and only upon the recording of such change in the registry of deeds. The dominant estate shall not be a member of the Association but shall be entitled to receive notice from the Association

regarding any changes that might impact the dominant estate's use of the amenities, common area, or public utilities.

*[signature page to follow]*



IN WITNESS WHEREOF, the Declarant, by its Member, duly authorized, has set its hand on the day and year first above written.

LADY OF THE LAKES ESTATES, LLC

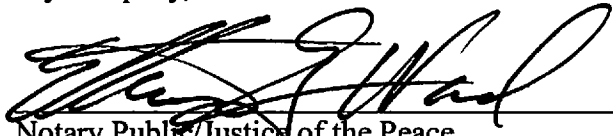
By: 

Name: Michel Bouselah

Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June 2025, by Michel Bouselah, the duly authorized Member of Lady of the Lakes Estates, LLC, a New Hampshire limited liability company, on behalf thereof.

  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

A certain tract or parcel of land with the improvements thereon, being shown as Tax Map 235-241-4 on Subdivision Plan entitled. "Lady of the Lakes Estates, Proposed Conditions Overview Plan, Tax Map 235-241-4 & 223-241-6, White Oaks Road, Laconia, New Hampshire" dated March 2024, prepared by French Land Services, Inc. and Brown Engineering, LLC, approved by the Laconia Planning Board on April 2, 2024 and recorded in the Belknap County Registry of Deeds in Plan Drawer L89, Plan #82, 83, and 84, having an address of White Oaks Road, Laconia, NH 03246, and being a portion of the premises described in deed of Panagia Properties, LLC to Michel Bousaleh and Kateri MacDonald-Bousaleh dated October 21, 2021, recorded in the Belknap County Registry of Deeds in Book 3459, Page 655 and being a portion of the premises described in deed of Marco Estates at the Lakes, LLC to Lady of the Lakes Estates, LLC dated February 22, 2023, recorded in the Belknap Registry of Deeds in Book 3554, Page 974, more particularly bounded and described as follows:

Beginning on the easterly side of White Oaks Road at a rebar found with cap at the common boundary with Tax Map 223 Block 241 Lot 6 ("Lot 6");

Thence turning and running along Lot 6 and a broken stone wall, the following courses and distances:

Thence running N 48° 09' 41" E along Lot 6 a distance of one hundred five and four hundredths feet (105.04') to a point at the beginning of a stone wall;

S 74° 18' 56" E a distance of sixty-eight and fourteen hundredths feet (68.14') to a point;

S 72° 44' 14" E a distance of fifty-two and twenty-one hundredths feet (52.21') to a point;

S 75° 58' 43" E a distance of sixty-eight and sixty-three hundredths feet (68.63') to a point;

S 75° 00' 28" E a distance of sixty-five and twelve hundredths feet (65.12') to a point;

S 71° 46' 47" E a distance of fifty-one and one hundredths feet (51.01') to a point;

S 75° 42' 29" E a distance of fifty-seven and three hundredths feet (57.03') to a point;

S 71° 48' 00" E a distance of twenty-eight and fifty-nine hundredths feet (28.59') to a point;

S 75° 04' 18" E a distance of sixty-five and forty-six hundredths feet (65.46') to a point;

S 74° 25' 38" E a distance of fifty-three and twenty-nine hundredths feet (53.29') to a point;

S 76° 07' 19" E a distance of fifty-five and two hundredths feet (55.02') to a point;

S 73° 53' 46" E a distance of one hundred twenty-one and eighty-nine hundredths feet (121.89') to a point;

S 74° 14' 56" E a distance of ninety-four and fifty-eight hundredths feet (94.58') to a point;

S 74° 43' 59" E a distance of one hundred thirty-five and sixty hundredths feet (135.60') to a point;

S 74° 30' 08" E a distance of forty-six and forty-eight hundredths feet (46.48') to a drill hole set in the stone wall;

Thence turning and running along land now or formerly of Richard and Melanie Hall N 29° 14' 56" E a distance of three hundred twenty-two and sixty-four hundredths feet (322.64') to a rebar with cap set;

Thence turning and running along said Hall land S 76° 33' 19" E a distance of seven hundred fifty-four and forty-two hundredths feet (754.42') to a point as shown on said Plan;

Thence turning and running along said Hall land and the easterly side of the public service easement N 10° 38' 05" W a distance of one thousand two hundred eight and seventy-two hundredths feet (1,208.72') to a point at land now or formerly of White Oaks Road Realty;

Thence turning and running S 73° 19' 35" E a distance of one thousand one hundred twelve and fourteen hundredths feet (1,112.14') along Lot 8 to a  $\frac{3}{4}$ " pipe set flush with the ground at and now or formerly of Laconia Airport Authority ("LAA");

Thence turning and running along said LAA land S 13° 53' 31" W a distance of one thousand twenty-five and thirty-eight hundredths feet (1,025.38') to a drill hole found at the beginning of a stone wall as shown on said Plan;

Thence running along said LAA land S 18° 10' 56" W a distance of seventy-four and seventy-four hundredths feet (74.74') along a stone wall to a point;

Thence running S 15° 25' 54" W a distance of three hundred four and twelve hundredths feet (304.12') still along said stone wall to a drill hole found at the end of the stone wall;

Thence running along land now or formerly of Belknap County Sportsmen's S 06° 04' 40" E a distance of five hundred seventy-four and ninety-six hundredths feet (574.96') to a point at land now or formerly of Assembled Homes, Inc.;

Thence turning and running along land now or formerly of Assembled Homes, Inc, the following courses and distances:

N 64° 56' 38" W a distance of forty-one and eleven hundredths feet (41.11') to a stone bound found;

N 64° 56' 38" W a distance of twenty-three and thirty-three hundredths feet (23.33') to an iron pipe found;

N 64° 56' 49" W a distance of two hundred eighty-three and sixty-five hundredths feet (283.65') to a point;

N 64° 56' 39" W a distance of fifty-one and twenty-two hundredths feet (51.22') to a rebar found with cap;

S 26° 07' 40" W a distance of one hundred ninety-eight and seventy-eight hundredths feet (198.78') to a point;

S 26° 07' 39" W a distance of fifty-one and ninety-eight hundredths feet (51.98') to a point;

S 26° 07' 40" W a distance of five hundred sixteen and fifty-five hundredths feet (516.55') to a rebar found with cap;

Thence turning and running along land now or formerly of Mary Sapack and Ian Bird and a broken stone wall, the following courses and distances:

N 63° 06' 28" W a distance of forty-nine and seventy-eight hundredths feet (49.78') to a point;

N 63° 25' 21" W a distance of fifty and eighty-six hundredths feet (50.86') to a point;

N 65° 00' 18" W a distance of fifty-nine and eighty-one hundredths feet (59.81') to a point;

N 63° 16' 52" W a distance of one hundred eight and seventy-three hundredths feet (108.73') to a point;

N 62° 22' 38" W a distance of fifty-five and thirty-one hundredths feet (55.31') to a point;

N 64° 03' 13" W a distance of one hundred twenty-four and sixty-one hundredths feet (124.61') to a point;

N 63° 22' 25" W a distance of one hundred fourteen and twenty-four hundredths feet (114.24') a point;

N 63° 56' 37" W a distance of two hundred twenty-one and eight hundredths feet (221.08') to a point;

N 43° 01' 42" W a distance of sixty-seven and thirty-one hundredths feet (67.31') to a point;

N 43° 02' 17" W a distance of twenty-eight and nineteen hundredths feet (28.19') to a point;

N 44° 40' 51" W a distance of one hundred three and fifty-four hundredths feet (103.54') to a point;

N 42° 06' 38" W a distance of seventy-one and eighty-six hundredths feet (71.86') to a point;

N 43° 46' 00" W a distance of two hundred forty-nine and seventy-two hundredths feet (249.72') to a point;

N 43° 45' 59" W a distance of fifty-one and eighty hundredths feet (51.80') to a point;

N 42° 22' 10" W a distance of sixty-six and eighteen hundredths feet (66.18') to a point;

N 44° 31' 51" W a distance of sixty and forty-one hundredths feet (60.41') to a point;

N 42° 54' 14" W a distance of fifty-eight and twenty-seven hundredths feet (58.27') to a point;

N 46° 01' 04" W a distance of twenty-nine and eighty-four hundredths feet (29.84') to a point;

N 57° 34' 31" W a distance of sixty-one and thirty hundredths feet (61.30') to a point;

N 55° 14' 14" W a distance of one hundred forty-three and thirty-nine hundredths feet (143.39') to a drill hole found at the end of said stone wall;

Thence turning and running N 24° 54' 54" E a distance of twenty-four and forty-six hundredths feet (66.18') to a drill hole found at the beginning of a new broken stone wall;

Thence turning and running N 57° 14' 37" W along said stone wall a distance of fifty-eight and fifty-seven hundredths feet (58.57') to a point;

Thence running N 58° 15' 15" W along said stone wall a distance of eighty-seven and twenty-one hundredths feet (87.21') to a point;

Thence running N 56° 52' 44" W along said stone wall a distance of seventy-two and two hundredths feet (72.02') to a point;

Thence running N 58° 29' 32" W along said stone wall a distance of sixty-four and twenty-two hundredths feet (64.22') to a drill hole found at the beginning of a new broken stone wall;

Thence running N 56° 48' 30" W along said stone wall a distance of seventy and ten hundredths feet (70.10') to a drill hole found at the end of said stone wall on the easterly side of White Oaks Road;

Thence turning and running along the easterly side White Oaks Road N 11° 12' 22" E a distance of seventeen and forty-five hundredths feet (17.45') to a point at the end of a stonewall and the easterly side of White Oaks Road;

Thence along said stone wall and the easterly side of White Oaks Road, the following courses and distances:

N 08° 59' 26" E a distance of fifty-six and fifty-nine hundredths feet (56.59') to a point;

N 04° 26' 33" E a distance of fifty-two and thirty-six hundredths feet (52.36') to a point;

N 05° 33' 52" W a distance of twenty-two and sixty-one hundredths feet (22.61') to a point;

N 10° 24' 56" W a distance of forty-six and fifty-one hundredths feet (46.51') to a point;

N 10° 24' 56" W a distance of forty-seven and fifty-two hundredths feet (47.52') to a point;

N 18° 34' 12" W a distance of forty-nine and thirty-nine hundredths feet (49.39') to a point;

N 18° 34' 12" W a distance of eleven and seventy-six hundredths feet (11.76') to a point;

N 22° 21' 48" W a distance of fifty and thirty-two hundredths feet (50.32') to a point;

N 25° 32' 58" W a distance of fifty-one and eight hundredths feet (51.08') to a point;

N 24° 36' 37" W a distance of one hundred fourteen and fifty-seven hundredths feet (114.57') to a rebar found up with a cap at said Lot 6, being the point of beginning;

Said parcel of land containing 79.15 acres according to said Plan.

**ARTICLES OF AGREEMENT  
FOR  
LADY OF THE LAKES ESTATES HOMEOWNERS' ASSOCIATION**

The undersigned, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following articles:

**FIRST:** The name of the corporation shall be Lady of the Lakes Estates Homeowners' Association.

**SECOND:** The object for which this corporation is established is:

- (a) To establish and operate a non-profit organization for the purpose of managing the common areas and amenities of a subdivision known as Lady of the Lakes Estates that has been developed on the easterly side of White Oaks Road in Laconia, New Hampshire and shown on a Site Plan entitled: Lady of the Lakes Estates. The Association is organized to provide a means of administering the common areas and amenities by the owners thereof.

The documents creating covenants, easements, and restrictions burdening the land are recorded in the Belknap County Registry of Deeds.

The Association shall make no distributions of income to its members, directors, or officers.

**THIRD:** The provisions for establishing membership and participation in the corporation are: Ownership of a lot in the Lady of the Lakes Estates Subdivision. The Membership of the corporation shall be obligated to pay assessments, dues, and fees in an amount as determined by the Board of Directors, subject to the provisions of the By-Laws and the Declaration of Covenants, Easements, and Restrictions.

**FOURTH:** The provisions for the disposition of corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are: Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to the then-existing members of the organization.

**FIFTH:** The address at which business of this corporation is to be carried on is: 453 White Oaks Road, Laconia, NH 03246.

**SIXTH:** The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

1. No capital stock is to be issued.

**SEVENTH:** Provisions eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is:

1. No officer or director will ever have to pay any money for breach of fiduciary duty as a director or officer or both, unless it was a direct consequence
  - a. of any breach of the director's or officer's duty of loyalty to the corporation or its members, or
  - b. of acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law, or
  - c. from any transaction from which the director, officer, or both, derived an improper personal benefit.

**EIGHTH:** Signatures and post office address for each of the current Board of Directors:

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[Name]

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[Name]

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[Name]

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[Name]

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[Name]

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**NINTH:** No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes) and no member, trustee, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.



**TENTH: Conflict of Interest**

All transactions of the Corporation and the Board of Directors shall be conducted in the best interests of the Corporation. Any transaction in which a Director has a financial interest greater than Five Hundred Dollars (\$500.00) shall be a "Pecuniary Benefit Transaction." No Pecuniary Benefit Transaction shall be entered into unless:

- a. The transaction is approved by a recorded vote of two-thirds of the Board of Directors, present and voting at the meeting; and
- b. The vote is taken after notice to the Board of Directors and a full and fair discussion of the material facts has been held by the Board of Directors; and
- c. The Director that has the financial interest in the Pecuniary Benefit Transaction, or who has had a Pecuniary Benefit Transaction with the Corporation in the same fiscal year, is not present during the discussion, does not participate in the discussion (except as the Board may require to answer questions regarding the transaction), and does not vote on the transaction.

The Board of Directors shall maintain as part of the official records of the Corporation a list of each and every Pecuniary Benefit Transaction, and if such transaction or the aggregate of such transactions exceeds Five Thousand Dollars (\$5,000.00) within one fiscal year, shall, in compliance with RSA 7:19-a, publish notice of such transaction in a newspaper of general circulation in Laconia, and shall give written notice of such transaction to the Director of Charitable Trusts for the State of New Hampshire before consummating the transaction.

**ELEVENTH: Directors and Diversity**

The Board of Directors of the Corporation shall be elected and serve as provided for in the By-Laws of Lady of the Lakes Estates Homeowners' Association. In the interest of encouraging diversity of discussion and public confidence, the Board of Directors shall have 5 voting members, who are not of the same immediate family or related by blood or marriage. No employee of the Corporation shall hold the position of chairperson or presiding officer of the Board.

**TWELFTH: Amendment**

Except as otherwise required by law, these Articles of Agreement may be amended from time to time by the affirmative vote of two-thirds (2/3) of the total number of Directors, provided, however, that no such amendment shall authorize the Corporation to be operated other than exclusively for the benefit of the homeowners in the Association or for other purposes that meet the requirements of Article SECOND, above.

**THIRTEENTH: Powers**

The corporation shall have all the general powers conferred by law and all other powers necessary, desirable, or incidental to effectuate fully its corporate purposes, including, but not necessarily limited to, the following powers:

13.1 to acquire by grant, gift, devise, bequest, or purchase, and to hold, lease, mortgage, or dispose of such property as the purposes of the Corporation shall require;

13.2 to solicit, accept, and administer grants of money, securities, and real and personal property from individuals, corporations, foundations, the federal government, the state government, municipal governments, and others;

13.3 to invest and reinvest the funds of the Corporation, and to borrow money and issue evidence of indebtedness therefor, and to secure by mortgage, pledge, or otherwise, any such indebtedness;

13.4 to employ agents and servants; and

13.5 in general, to perform and do, either directly or indirectly, either alone or in conjunction or cooperation with other persons and organizations, all other acts or things necessary to accomplish the purposes of the Corporation.

**BY-LAWS OF  
LADY OF THE LAKES ESTATES  
HOMEOWNERS' ASSOCIATION**

**ARTICLE I**

**Purpose and Applicability**

**Section 1. Purpose.** There shall be established, pursuant to RSA 292, a Homeowners' Association (hereinafter, "Association") to administer the common property in accordance with and subject to the provisions of the Voluntary Corporations and Associations Act, the Site Plan and state approvals, the Articles of Agreement, the Declaration of Covenants, Easements, and Restrictions, the Residency Rules, and these By-Laws, and any of the same as may be lawfully amended from time to time.

These By-Laws shall be utilized by the Association in conjunction with the Declaration of Covenants, Easements, and Restrictions, and the Articles of Agreement for the daily governance of the Association.

**Section 2. Applicability.** All present and future Owners, mortgagees, lessees, and occupants of Homesites and their employees, licensees, invitees, and any other person who may use the facilities of the Association in any manner, are subject to these By-Laws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a Homesite shall constitute an agreement that these By-Laws are accepted, ratified, and will be complied with.

**ARTICLE II**

**The Association**

**Section 1. Name.** The name of this Association will be **Lady of the Lakes Homeowners' Association**.

**Section 2. Membership.** Each Owner, upon acquisition of an ownership interest in a Homesite, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a Homesite. Membership in the Association may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Owner of the Homesite, at which time the new Owner of the Homesite shall automatically become a member of the Association.

The Declarant shall be a member of the Association with respect to all Homesites owned by the Declarant and shall have the right, without limitation, to exercise the voting power pertinent to such Homesites. Until the Association is organized, the Declarant shall have the power and responsibility to act in all instances where the Association is required to act.

**Section 3. Duties of the Association.**

**3.1 Management.** The administration, management, maintenance, repair, alterations, and improvements of the common property, not set forth as the responsibility of an Owner, shall be

the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

**3.2 Common Area.** Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of good working order, in clean, neat, and safe condition, and in conformity with all laws, ordinances, and regulations applicable to the common property.

**3.4 Improvement and Repair Within Homesites.** Except as may otherwise be expressly provided herein, the Owner shall keep and maintain, in a state of good condition and repair, those areas of the Homesite property (including the utilities) within each Homesite by making all repairs, replacements, alterations, and other improvements as necessary and abiding by any duties or obligations set forth in the Declaration of Covenants, Easements, and Restrictions or the adopted Rules and Regulations. If facilities and improvements appurtenant to a Homesite become impaired, in a neglected state, or are otherwise in need of repair or restoration, and if the Owner fails after notice from the Association to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to enter the Homesite for the purposes of repairing, restoring, or correcting the condition. The Association shall charge and assess the cost and expenses thereof to the Owner(s) who should have performed the work.

**3.5 General Duties.** The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these By-Laws, the Declaration of Covenants, Easements, and Restrictions, the Rules and Regulations (if any), and the conditions of Site Plan and state approval.

**3.6 Delegation of Authority.** The Association, or its designated representative, shall be responsible for representing the Owners in negotiating any agreements, contracts, settlements, etc. with third parties for the maintenance, repair, or replacement of the Common Area or any Homesite, if necessary, pursuant to the provisions in this Article II.

### **ARTICLE III**

#### **Meetings**

**Section 1. First Annual Meeting.** Commencing after formation of the Association, there shall be an annual meeting held thirty (30) days after said formation. After the first annual meeting, all subsequent annual meetings shall be held on the third Saturday in June at 10:00 AM at such reasonable place as may be designated by written notice of the President or Secretary or a majority of the Board of Directors.

**Section 2. Notice of Regular Meetings.** Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place, and purpose(s) of such meetings shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these By-Laws to give such notice. Notice shall be delivered by hand, electronically, or U.S. Mail to all Owners of record at the address of their respective Homesite and to such other addresses and such e-mail addresses, as any of them may have designated to the Secretary. Notice of the time, place, and purpose(s) of any meeting of members of the Association, may be waived in writing by any

members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association, in person or by proxy, at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him of notice of such meeting. Individual members who request notice via email shall be responsible for ensuring that the provided email address is valid, and that the member is able to receive the notice via email from the Association. Notice of the meeting shall be considered sent at the time it is sent by the Secretary or other designated member of the Board of Directors.

**Section 3. Place of Meetings.** Meetings of the Owners shall be held at the Association or such other suitable place convenient to the Owners as may be designated by the Officers of the Association. Meetings may be held via telephone conference, Zoom, Webex, or similar web-conferencing platform so long as contemporaneous communication is possible.

**Section 4. Special Meetings.** Special meetings of the Association may be held at any reasonable time as requested by the President, a majority of the Board Members, or Owners having at least thirty-three percent (33%) of the votes in the Association, upon a minimum of seven (7) days' notice provided to all members of the Association. Special Meetings shall be held on the premises of the Association or at such other place within the City of Laconia, New Hampshire, as designated in the Notice of Hearing or, if requested, via telephone conference, Zoom, Webex, or similar web-conferencing platform so long as contemporaneous communication is possible. If the Secretary does not notify Owners of the special meeting within thirty (30) days of the request, the requesting Owner may directly notify all other Owners of an informational meeting to discuss the request for the Special Meeting.

**Section 5. Emergency Meetings.** The minimum time to give notice for a meeting may be waived or reduced for meetings called to deal with an emergency. Emergencies shall include, but not be limited to, budget changes as result of unanticipated expenses and proposals to remove an officer or member of the Board of Directors. The Secretary, or other duly authorized Officer or Director of the Association, shall prepare an affidavit which shall be accompanied by a list of the addresses of all Owners currently on file with the Association and shall attest that notice of the Association meeting was provided to all Owners. A copy of the affidavit and Owner's list shall be available at the noticed meeting for inspection by all Owners then in attendance and shall be retained with the minutes of that meeting. The affidavit required in this section shall be available for inspection by Owners for at least 3 years after the date of the subject meeting.

**Section 6. Actions Without A Meeting.** All actions which may be taken at a meeting of the Association, may be taken without a meeting, with the written approval of a majority of the votes of Owners in accordance with Article IV. The Secretary, or her designee, shall maintain a permanent record of all actions taken without a meeting which shall be available to Owners within 30 days of an Owner requesting the same. Actual notice of said action by an Owner prior to said action being approved, shall be deemed a waiver by him of the requirement that he receive notice of said action without a meeting.

**Section 7. Conduct of Meeting.** Meetings shall be conducted in accordance with Roberts' Rules of Order. Meetings may be conducted by telephone, video, or other conferencing processes so long

as contemporaneous communication between the parties is possible. Owners shall be given a reasonable, limited opportunity at any Board meeting to comment regarding matters affecting the Association. At any annual meeting, Owners shall be given an opportunity to comment regarding matters affecting the Association.

## **ARTICLE IV**

### **Voting**

**Section 1. Allocation of Votes.** Each Owner is allocated one (1) vote per Homesite owned.

**Section 2. Splitting Votes.** Since an Owner may be more than one (1) person, if only one of such person is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Homesite. But if more than one of such persons is present, the vote appertaining to that Homesite shall be cast only in accordance with their unanimous agreement. Such agreement shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Homesite 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 include (for purposes of this paragraph), without limitation, any natural person having authority to execute deeds on behalf of any "person", which is, either alone or in conjunction with another person or persons, an Owner.

**Section 3. Proxies.** The Vote appertaining to any Homesite may be cast pursuant to a Proxy or Proxies duly executed by or on behalf of the Owner, or, in cases where the Owner is more than one (1) person, by or on behalf of all such persons. No such Proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any Proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same are not persons authorized to execute deeds on behalf of the Owner. Any Proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that Proxy. No person may cast undirected Proxies representing more than ten percent (10%) of the Association. The Board of Directors shall deliver to the Owners, together with their notice of meeting and agenda, proxy forms bearing a control number which the Board of Directors shall correlate to the list of all Owners then entitled to vote, if requested by an Owner. At the noticed meeting, the Board of Directors shall recover all proxies and compare them to the control list maintained by the Secretary for that purpose. Any proxies which are on a form other than that provided by the Board of Directors or which do not correlate with the control list maintained by the Secretary shall be disregarded for purposes of determining whether a quorum was present at the meeting and for purposes of casting any vote at that meeting. The Board of Directors shall retain all proxies delivered to the Board of Directors and all independent written confirmation of any such proxies for inspection by the Owners for a period of not less than 3 years from the date of the Association meeting.

**Section 4. Quorum.** A quorum exists if persons entitled to cast the votes of at least thirty-three and one-third percent (33 1/3%) of the Homesites are present either in person, via appropriate electronic communication means, or by Proxy at the beginning of such meeting.

**Section 5. Transaction of Business.** Except where a greater number is required by the Declaration of Covenants, Easements, and Restrictions, the Articles of Agreement, or these By-Laws, a majority of the votes of the Owners, in good standing and entitled to vote, voting in person, electronically, by Proxy or by ballot if voting without a meeting as set forth hereinafter, is required to adopt decisions at any meeting of the Association. All voting undertaken in accordance with this Article IV shall be presumed to be valid until proven otherwise.

**Section 6. Voting without a Meeting.** The Association may conduct a written vote without a meeting. When this occurs the Board of Directors shall:

- (a) Notify the Owners via first class mail, or if the Owner has so designated, electronic mail.
- (b) Ensure the ballot shall:
  - i. Set forth each proposed action and provide an opportunity to vote for or against the proposed action;
  - ii. Indicate the number of responses necessary to meet quorum requirements;
  - iii. State the percentage of votes necessary to approve the action;
  - iv. Specify the time and date by which the ballot must be delivered to the Association to be counted, which shall not be fewer than ten (10) days from the date the Association delivers the ballot;
  - v. Identify the manner by which Owners who wish to deliver information regarding the proposed action to other Owners, may do so.

Upon delivery of any ballot in accordance with this section, the death or disability of the voting member, or the attempted revocation of the vote by the Member, shall not revoke a vote received by the Association. Approval by ballot under this Section shall only be valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action. All ballots cast in an Association vote under this Section, shall be counted using a tally sheet for the vote. The ballots and tally sheets shall be made available for examination and recount, by request of any Owner participating in the vote, immediately following the announcement of the results of the vote taken. During any requested examination and recount, one or more members of the Board of Directors and at least one additional Owner shall be present. The ballots shall be examined and tallied to verify the count and announced result was correct.

**Section 7.** The affirmative vote of Owners holding more than fifty percent (50%) of the total voting power of the Association shall be required to authorize any non-budgeted expenditure in excess of Twenty Thousand Dollars (\$20,000.00).

## **ARTICLE V**

### **Board of Directors**

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors composed of five (5) natural persons, at least a majority of whom shall be Owners, or spouses of Owners, or in the case of an Owner which is a corporation, partnership, trust, or estate, a designated agent, thereof.

**Section 2. Election and Term of Office.** The members of the Board of Directors shall be elected as follows:

- (a) At the annual meetings of the Association, the election of members of the Board of Directors shall be held. Except as set forth herein to the contrary, the term of office of any Board of Directors member to be elected shall be fixed at three (3) years and the terms staggered so that one-third (1/3) of the Board of Directors may be replaced at each annual meeting, except during the first meeting of the Association. Any Board of Directors member may serve an unlimited number of terms to succeed himself.
- (b) Persons qualified to be members of the Board of Directors may be nominated for election only as follows:
  - i. Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held, a nomination for a person who is willing to serve on the Board of Directors. Owners may nominate themselves. The Secretary shall send to every Owner eligible to vote a list of the people nominated for the Board of Directors with their Homesite Number or address along with the notice to such meeting.
  - ii. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one (1) person has been nominated prior to the meeting.
  - iii. At the first organizational meeting of the Association, it shall elect two Directors for a term of three (3) years, two Directors for a term of two (2) years, and one Director for a term of one (1) year. Subsequently, the members of the Board of Directors shall be elected for three (3) year terms and each Director shall serve until his term has expired, he has been replaced by a vote of the Association, or he has ceased to qualified under Article V, Section 1.

**Section 3. Powers and Responsibilities of the Board of Directors.** The affairs and business of the Association shall be managed by the Board of Directors of the Association, which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Association and may do all such acts and things, as are not prohibited by law, the Site Plan, the Declaration of Covenants, Easements, and Restrictions, the Articles of Agreement, or by these By-Laws. In addition to the general duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Directors shall, on behalf of the Association, be responsible for the following:

- (a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Owner for common expenses, including those listed in the following subsections;
- (b) Make assessments against Owners to defray the Common Expenses of the Association, establishing the means and methods of collecting such assessments from the Owners, collect said assessments, deposit the proceeds thereof in a bank depository approved by it, and use the



proceeds to carry out the administration of the Property. Unless otherwise determined by the Association, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment shall be due and payable in advance on the first day of each month; each Homesite shall be liable for that percentage of total assessment as is equal to their percentage ownership in the Common Area;

(c) Provide for the operation, care, repair, upkeep, replacement and maintenance of all of the property, including but not limited to the Common Areas;

(d) To provide for the acquisition, construction, management, maintenance, and care of the Association property, whether real or personal;

(e) Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Common Property;

(f) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Association, use the proceeds to carry out the administration of the Association;

(g) Open bank accounts on behalf of the Association and designate signatories thereon, and keep books with detailed accounts of receipts and expenditures affecting the Association, and the administration of the Association, specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Owners, their attorneys, accountants, mortgagees, and authorized agents during general business hours or business days at the times and in the manner set and announced by the Association for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting principles;

(h) Obtain and carry insurance against property damage and liability, as provided in Article IX of these By-Laws, and paying the premium cost thereof and making, or contracting for the making of repairs, additions, and improvements to, or alterations of, the Common Area and restoration of the Common Area, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty;

(i) Pay the costs of all authorized services rendered to the Association and not billed to the Owner of individual Homesites or otherwise provided for in these By-Laws, including, but not limited to, professional services such as accountants or attorneys;

(j) Borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Areas; provided, however, that the consent of two-thirds (2/3) of the Owners shall be obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, to borrow any sum. If any sum borrowed by the Association on behalf of the Association pursuant to the authority contained in this subsection shall not be repaid proportionately by the

Owners, an Owner who pays to the creditor a percentage of the total amount due equal to his Common Area Interest in the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Owner's Homesite, and the Association shall not be entitled to assess his Homesite for the payment of the remaining amount due such creditor;

(k) The Directors, in their discretion, may notify a Mortgagee of any default hereunder by the Owner of the Homesite subject to such mortgage in the event such default continues for a period in excess of sixty (60) days; and

(l) Do such other things and acts not inconsistent with the Association documents and which may be authorized to do by a resolution of the Owners' Association.

Members of the Board of Directors at the beginning of their term, shall read and sign the Conflict of Interest policy. Board members shall acknowledge their understanding of these policies and their agreement to adhere to these policies by signing the Conflict of Interest policy. No Director may serve until such time as that Director has signed the Conflict of Interest policy.

**Section 4. Delegation of Powers; Managing Agent.** The Board of Directors may employ for the Association a "Managing Agent" or "Manager" at a compensation established by the Board of Directors. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, all of the duties listed in the Declaration of Covenants, Easements, and Restrictions and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Declaration of Covenants, Easements, and Restrictions, these By-Laws, or resolution by the Board of Directors, such duties shall be performed as advisory to the Board of Directors. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by the Declaration of Covenants, Easements, and Restrictions, and these By-Laws.

**Section 5. Removal or Resignation of Members of the Board of Directors.** At any regular or special meeting of the Association duly called for that purpose, any one or more of the members of the Board of Directors may be removed with or without cause by Owners entitled to cast at least thirty-three and one-third percent (33 1/3%) of all the votes in the Association and a successor shall then and there be elected to fill the vacancy thus created. Any Owner proposing removal of a Board Member, who has the support of at least thirty-three and one-third percent (33 1/3%) of all of the votes in the Association, shall give notice thereof to the Secretary. When removal has been proposed by an Owner, notice of a meeting to address removal shall be given by the Secretary of the time, place and purpose of the meeting and the Member whose removal is pending shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon transfer of title to his Homesite. Each person so elected or appointed to replace a Board member during his term of office, shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a member by a vote of the Owners shall be filled by a vote of a majority of the remaining

members of the Board at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may 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 being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

**Section 7. Organizational Meeting.** The first meeting of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing president) at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, if a majority of the Board of Directors members shall be present at such meeting.

**Section 8. Regular Meeting.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members, but an open meeting of the Board of Directors shall be held at least once per quarter during each fiscal year. If a meeting of the Board of Directors is not open to Owners, then a recording of the meeting shall be made and such recording shall be available to the Owners for up to 30 days, upon request. Unless meetings are noticed in a schedule given to the Owners after the Annual Meeting or the meeting is called to deal with an emergency, notice of meetings of the Board of Directors shall be given to each member by the Secretary in the manner provided herein for service of notice upon Owners, at least ten (10) business days prior to the day named for such meeting. Unless the meetings are called to deal with an emergency or occur according to a schedule provided to the members, the meeting notice shall include the date, time, place, and agenda of the meeting.

**Section 9. Waiver of Notice.** Any member may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place, and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

**Section 10. Quorum of the Board of Directors.** At all meetings of the Board of Directors a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. One or more members of the Board of Directors may participate in and be counted for quorum purposes at any meeting by means of which all persons participating in the meeting can hear each other and communicate contemporaneously.

**Section 11. Compensation.** No member of the Board of Directors shall receive any compensation from the Association for acting as such but may be reimbursed for any expenses incurred in the performance of his duties.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The Board of Directors may, but is not required to, use Robert's Rules of Order, to govern the conduct of the meetings of the Board of Directors. Meetings may be held by telephonic, video, or other conferencing process provided that the provisions of Sections 8 and 10 are followed.

**Section 13. Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 14. Open Meetings; Executive Sessions.** Except as set forth herein, meetings of the Board of Directors shall be open to all Owners, who shall be afforded a reasonable opportunity to comment on any matter affecting the Association. Recordings by non-board members of any meeting may only be taken with the consent of all individuals so recorded. Notwithstanding anything to the contrary, the Board of Directors, or any committee established thereby, may close any regular or special meeting to non-Directors or committee members for the purposes of holding an executive session for the following:

- (a) To consult with the Association's attorney;
- (b) To discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (c) To discuss labor or personnel matters; or
- (d) To discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage or prevent public knowledge of the matter to be discussed if the Board of Directors or a committee determines that public knowledge would violate the privacy of any person.

No final vote or action may be taken during an executive session.

## **ARTICLE VI**

### **Officers**

**Section 1. Designation and Election of Officers.** The principal officers of the Association shall be a President, Treasurer, and Secretary, all of whom shall be elected by the Board of Directors (herein referred to as "Officer" or "Officers"). Officers shall serve for a term of one (1) year. In the event that a term of an Officer expires, and no election has taken place to designate a successor, then that Officer shall continue in office until such election takes place. Officers are not required to be members of the Board of Directors, except for the President who shall also be a Director. In the event that an Officer is not a member of the Board of Directors, that Officer shall attend all Board of Directors meetings as a non-voting member.

**Section 2. President.** The President shall be the presiding officer at the meetings of the Association and the Board of Directors. The President shall be the Chief Executive Officer of the Association and will be responsible for carrying out all of the acts of the Association. The President is empowered to delegate such duties as he sees fit. The President shall be a signatory on all contracts.

**Section 3. Treasurer.** The Treasurer shall, in general, perform all duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. The Treasurer shall have custody of all funds and securities that are not under control of a manager, if any, and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, shall deposit moneys and other valuable effects in such depositories and under such names as may be designated by the Association. Such records shall include without limitation chronological listings of all assessments and common expenses on account of the Common Area and the amounts paid and the amounts due on such assessments by each Owner. The books and records of the Association shall be kept in accordance with generally accepted accounting principles and procedures. The Treasurer will also disburse funds as ordered by the Association, where possible taking proper vouchers for disbursements, and shall render to the President at regular meetings of the Association whenever he may require it, an account of all transactions and of the financial condition of the Association. All Owners shall have the right to examine the books of the Association at reasonable times and places.

**Section 4. Secretary.** The Secretary will keep the minutes of all meetings of the Association and the Board of Directors and shall provide such notices as are necessary to the Owners. The Secretary shall, in general, perform all duties incident to the office of Secretary of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. In addition, the Secretary or the Treasurer shall maintain the following:

- (a) A complete list of the Owners and their last known mailing address and email address, if the email address is provided by the Owner;
- (b) A complete list of the names and addresses of mortgagees holding mortgages on Homesites together with a conformed copy of the recorded mortgage;
- (c) Copies of the Association documents and minutes of meetings; and,
- (d) A register setting forth the place to which all notices to Owners shall be delivered. These lists and documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours upon reasonable notice. The Secretary may delegate some or all of these duties to another person that is approved by the Board of Directors.

All Owners shall have the right to examine the books of the Association at reasonable times and places and may make copies at the Owner's expense.

**Section 5. Compensation of Officers.** No Officer shall receive any compensation from the Association for acting as such unless and until authorized by a vote of the Association at an annual meeting.

**Section 6. Fidelity Bonds.** The Association may require that all Officers, agents, or other

designated persons furnish adequate fidelity bonds. Premiums for such bond shall be considered a common expense.

**Section 7. Liability of Officers, Directors, Owners, and Homeowners' Association.** No Officer or Director of the Association shall be liable to the Owner for any mistake of judgment, negligence, or otherwise, except for his individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration of Covenants, Easements, and Restrictions, or these By-Laws or rules promulgated pursuant to Article VIII of the By-Laws, as lawfully amended from time to time ("Rules"). The Owners shall indemnify and hold harmless each of the Directors and Officers from and against (i) all contract or negligence liability to others arising out of the contracts made by, and action taken or omitted by, the Officers or Directors on behalf of the Owner unless any such contract, or action shall have been made, taken, or omitted in bad faith, due to willful misconduct, and (ii) against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement incurred by such Officers in connection with any threatened, pending, or completed action, suit, or proceeding unless said Officer acted in bad faith or was guilty of willful misconduct. It is intended that the Directors and Officers of the Association shall have no personal liability (except as Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless, made, taken, or omitted in bad faith or due to willful misconduct. It is also intended that the liability of any Owner arising out of any contract, action, or omission made by a Director or Officer of the Association or out of the aforesaid indemnity in favor of the Directors and Officers of the Association shall be limited to such proportion of the total liability thereunder as his interest bears to the interest of all of the Owners. Every written agreement made by a Director or Officer of the Association or by a manager on behalf of the Owners, shall, if obtainable, provide that the Directors or Officers of the Association or the manager, as the case may be, is acting only as agent for the Owners and shall have no personal liability thereunder (except as an Owner), and that each Owner's liability thereunder is as his interest bears to the interests of all Owners.

The Association shall not be liable for any failure of water supply, sewerage system, or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements, or by the Owner of any Homesite, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the Common Area or from any pipe, drain, conduit, appliance or portion of the Common Area or from any pipe, drain, conduit, appliance or equipment to the extent such loss is not covered by insurance or by the provider of such service. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any governmental authority.

**Section 8. Powers and Duties.** The Officers shall have all the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in these By-Laws, the Voluntary Corporation statute, and such other powers granted to them by the Board of Directors. The Officers shall not have the authority to amend the Declaration of Covenants, Easements, and Restrictions, to amend the By-Laws, to terminate the Association, or

to elect members of the Board of Directors.

**Section 9. Ratification.** The Association may ratify any actions taken by a Director or Officer of the Association subsequent to such actions and thereby gives such action full force and effect as though approved by the Association in advance.

## **ARTICLE VII**

### **Operation of the Property**

#### **Section 1. Determination of Common Expenses and Fixing of Common Charges.**

- (a) **Fiscal Year.** The fiscal year of the Association shall be a calendar year except that in the first year of operation of the Association a fiscal year will be adopted which ends December 31 of the same year.
- (b) **Preparation and Approval of Budget.** Each year the Board of Directors shall adopt a budget for the Association containing an estimate of the amount which it considers necessary for the operation during the ensuing fiscal year. The budget shall include the common expenses and may include such amounts as the President and Treasurer may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the Association, a general operating reserve, a reserve fund for replacements, and provisions to make up any deficit in the common expenses for any prior or existing year. After approval by the Board of Directors, a copy of the proposed budget shall be sent to each Owner with the notice of the Annual Meeting at which the budget is to be adopted. The Association may reject the proposed budget by a two-thirds (2/3) vote of the Association. Unless the budget is rejected by two-thirds (2/3) of the Association, the budget approved by the Board of Directors shall be adopted. In such a case where two-thirds (2/3) of the Association rejects the budget adopted by the Board of Directors, the last budget not rejected by the Association shall continue in effect until the following year.
- (c) **Common Expenses.** The following expenses, and any additional expenses adopted by the Board of Directors, shall be common expenses in the budget:
  - i. Maintenance and operation of Common Area, landscaping, driveways and walkways, Trails, Playground area and equipment, Pickleball Court, and security guards, if any;
  - ii. Capital funds (or Reserve Maintenance Accounts) established by vote of the Owners;
  - iii. Utilities, if any, and trash collected;
  - iv. Liability insurance;
  - v. Property and Casualty insurance;
  - vi. Director and Officer liability insurance;
  - vii. Administration, including legal, accounting, and management company, if any;
  - viii. Sewerage disposal system and water system;

- ix. Other expenses as identified by the Board of Directors.

**Section 2. Payment of Common Charges.** All Owners shall be obligated to pay the common charges assessed in the budget pursuant to the provisions of Article VII, Section 1, on a monthly basis, in advance, commencing immediately upon transfer of record title to an Owner, or at such other time or times as the Association shall determine. Each Owner's share of the common charges shall be equal to their percentage interest in the Common Area.

**Section 3. Reserve Maintenance Account.** The Association upon recommendation by the President is empowered to establish a reserve maintenance account to be funded by the normal budgetary process or special assessment of all Owners in such amounts as the Association deems advisable or to be funded as a percentage of the regular monthly assessment. All funds received from insurance in excess of amounts necessary to repair any damage to Common Areas shall be placed in the reserve maintenance account.

**Section 4. Collection of Assessments.** Any Owner of a Homesite shall be liable for the entire monthly assessment of that Homesite. The Owner(s) of a Homesite may take whatever action is necessary to enforce or collect the lien of the Association against the other Owner(s) of the Homesite.

**Section 5. Default in Payment of Common Charges.** In the event of default by the Owner or Owners in the payment of common charges as determined by the Association, any Owner of the Homesite whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate at the rate set forth in N.H. RSA 76:13, as the same may be amended, per annum, on such common charges from the date they are due, together with all expenses, including reasonable attorneys' fees, incurred by the Association in collecting any unpaid common charges. The Owner of any Homesite which contributes more than his share shall have a right of contribution from any other Owner of that Homesite which he may enforce. He will be entitled to recover all moneys in excess of his share paid by him including any interest and reasonable attorneys' fees.

**Section 6. Enforcement of Liens for Unpaid Common Charges.** The Association shall have a lien on a Homesite for any assessment levied against the Homesite which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in the same manner as a mortgage on real estate. The Association may also pursue a cause of action in District Court or Superior Court, as the case may be, to collect any unpaid assessment and/or lien the Homesite. If the Association shall prevail in any such action, it shall be entitled to its reasonable attorney's fees and costs incurred in such action.

**Section 7. Rent Collection to Procure Payment of Delinquent Common Expenses.** In the event an Owner leases his Homesite and fails to pay common expenses within sixty (60) days of the date same is due, the Association may collect all of the rent or any portion of the rent, to satisfy the total amount owed by the Owner.

**Section 8. Statement of Common Charges.** The Board of Directors, upon the written request of an existing Owner who is selling their Homesite, shall furnish a recordable statement setting forth



the amount of any unpaid assessments currently levied against the Homesite within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other Owner(s). Payment of a fee of \$10 shall be required as a prerequisite to the issuance of such a statement.

**Section 9. Assessments Resulting from the Action or Inaction of One or More Owners but Fewer than All Owners.** Any other common expenses benefiting fewer than all of the Homesites or caused by the conduct of the Owner(s) of fewer than all the Homesites, or by their licensee(s) or invitee(s), shall be specially assessed against the Homesite or Homesites involved.

## **ARTICLE VIII**

### **Rules & Regulations and Architectural Review Committee**

**Section 1. Rules & Regulations.** Rules and regulations concerning the use of the Homesites and the Common Areas may be promulgated and amended by the Board of Directors and copies of the same shall be furnished to each Owner. No such Rules & Regulations shall conflict with the Declaration of Covenants, Easements, and Restrictions or these By-Laws, and in the event of any conflict between the said Rules & Regulations and the foregoing, the latter shall prevail. The Board of Directors shall at every annual meeting make available a copy of the Rules & Regulations adopted by the Association. These Rules & Regulations may be amended by the vote of a majority or more of the total voting power of all Owners.

**Section 2. Architectural Review Committee.** The Board of Directors may appoint an Architectural Review Committee to review all plans, requests for alterations, and approvals required by the Declaration of Covenants, Easements, and Restrictions, these By-Laws, or the Rules & Regulations. The Board of Directors shall act as the Architectural Review Committee in the absence of any appointment by the Board.

## **ARTICLE IX**

### **Insurance**

**Section 1. Insurance Required.** The Association shall obtain (i) a master casualty policy affording all risk coverage with the usual exclusions written on an agreed amount basis in an amount equal to the full replacement value of the structures within the Association that are owned by the Association. For the purposes of this Article, the language "structures within the Association" shall include without limitation, all structures located on any part of the Association property and all structures (by way of example but not limitation, structures shall include sewer pipes, water pipes, curb-stops, catch basins, etc.) serving the Homesite and located on easements appurtenant to the Development. This sentence shall not be construed to apply to a dwelling or outbuilding on a developed Homesite which shall remain the responsibility of the Owner as it is no longer Association property; (ii) a master liability policy covering the Association, the Officers, agents or employees of the foregoing with respect to the Association, and easements appurtenant thereto, and all Owners and other persons entitled to enter on or occupy any portion of the Common land and easements appurtenant thereto; (iii) directors' and officers' liability insurance coverage; and, (iv) such other policies as specified herein or believed to be necessary by the Board of Directors. Said insurance shall substantially comply with the following:

- (a) An all-inclusive Master Casualty Policy, with standard all risk coverage, affording fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring all the Association property including, without limitation, all personal property owned by the Association, all portions of the Homesites as are for insurance purposes normally deemed to constitute part of the Association and customarily covered by such insurance. The Casualty Policy to be purchased hereunder shall be in an amount equal to full replacement value of the Association property, including any structures and improvements, and shall insure against loss or damage by fire, lightning, and such perils commonly known as "extended coverage," and vandalism and malicious mischief.
  - (i) Such insurance shall include all Common Areas and shall be in an amount of not less than full replacement value of the insured property at the time the insurance is purchased or at any subsequent renewal date less the deductibles.
  - (ii) Notwithstanding the above, until the Association shall be formed, the insurance may be written solely in the name of the Declarant and the proceeds thereof shall be payable to the Declarant and the Declarant's mortgagees, as their respective interest may appear.
- (b) An all-inclusive Master Comprehensive General Liability policy including "broad form general liability" endorsement or its equivalent insurance. Said Master Comprehensive General Liability Policy shall be in such form and amount as the Association may from time to time determine, but in no event shall the limits of liability be less than Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury, death and property damage per occurrence, insuring the Declarant to the extent he shall have an interest in the Homesite, the Association, all individual members of the Association, Officers of the Association, and agent or employees of the foregoing with respect to the Association against liability to anyone, with cross liability coverage with respect to liability claims by anyone insured thereunder. This insurance, however, shall not insure against individual liability of an Owner for personal liability arising out of the ownership, maintenance or use of a Homesite and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner, but shall insure the Declarant and the Directors and Officers of the Association for liability. Said insurance shall specifically protect the Association and the Officers from any claims or liability from death, personal injury, or property damage arising from or relating to the ownership, maintenance, or use of all Common Areas within their respective control.
- (c) Worker's compensation insurance, as required by law.
- (d) A fidelity bond covering the Treasurer of the Association, the Manager, and other Association Directors, Officers, employees, or volunteers handling Association funds.

- (e) Should the Declarant or the Association utilize the services of a managing agent who is an employee of the Declarant or the Association, said Master Liability Policy shall also cover that agent. Should the managing agent be an independent contractor hired to manage the Association, as a condition of employment, said independent contractor shall provide evidence of similar liability coverage in like amount.
- (f) Such other insurance as the Declarant prior to the formation of the Association thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Directors and Officers of the Association, all risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

**Section 2. General Insurance Provisions.** The Association shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Article IX, Section 1 and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Common Area and of improvements with the Common Area and shall make any necessary changes in the policy provided for under Article IX, Section 1 (a) (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of said Section.

- (a) Original of all policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.
- (b) The exclusive authority to adjust losses under the policies hereafter enforced on the Property shall be vested in the Association or any individual agreed upon by the Association on behalf of the Association.
- (c) The Association shall be required to make every effort to see that all policies of insurance provided for under Article IX, Section 1 above:
  - (i) Shall contain waivers of subrogation by the insurance as to claims against the Association, its employees and agents, Owners and members of the family of any Owner;
  - (ii) Shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";
  - (iii) That said policies cannot be canceled, invalidated, or suspended on account of any actions of an Owner(s), and the conduct of any Owner(s) shall not constitute grounds for avoiding liability on any such policy;
  - (iv) Shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Homesite over which the insured, or Owners collectively, have "no control";

- (v) Shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized, or substantially modified without at least sixty (60) days' written notice to all of the insureds thereunder and all mortgagees of Homesites in the Association. Notwithstanding the foregoing, fifteen (15) days' written notice shall be sufficient notice of cancellation when the cancellation is due to nonpayment of the premium;
- (vi) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners and their mortgagees;
- (vii) Shall exclude policies obtained by individual Owners for consideration under any "other insurance" clause;
- (viii) Shall include stipulated amount clause or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild Common Area;
- (ix) The Master Policy may contain a deductible not exceeding Three Thousand Dollars (\$3,000.00) unless otherwise agreed by the Association; provided however, that in the event of any claim arising from any negligence or intentional act or omission of any individual Owner or Owners, the individual Owner or Owners shall be responsible for the full cost of any deductible due under the master liability policy.

### **Section 3. Individual Policies.**

- (a) Any Owner or any mortgagee may obtain, at his own expense, additional insurance, including without limitation "Owner's Coverage" written on an "all risk" or loss basis for improvements and betterments to a Homesite made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Article IX, Section 1(a). Such insurance should contain the same waiver of subrogation provision as set forth in Article IX, Section 2(d). Such policy should insure against loss or damage to personal property used or incidental to the occupancy of his Homesite or Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability, and the like. Any such insurance should cover any loss, injury, or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to his Homesite.
- (b) In addition to the other requirements of law or imposed by these By-Laws, each Owner, prior to commencement of construction of any improvements, shall for insurance purposes notify the Association of all proposed improvements to his Homesite, except personal property other than fixtures exceeding One Thousand Dollars (\$1,000.00) and upon receipt of such notice the Association shall notify, if necessary, the insurer under any policy obtained pursuant to Article IX, Section 1, hereof, of any improvements.
- (c) No policy described in this Section 3 shall be written to decrease the coverage under

any of the policies obtained by the Association pursuant to Article IX, Section 1, and each Owner hereby assigns to the Association, as trustee for the Owners, the proceeds of any such policies to the extent that such policies, in fact, result in a decrease in such coverage, such proceeds to be applied pursuant to the terms hereof as if produced by said coverage. Copies of all such policies (except policies covering only personal property, owned, or supplied by individual Owners) may be filed with the Association.

**Section 4. Notice to Owners.** Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Homesite in the Association, when any policy of insurance has been obtained on behalf of the Association, written notice thereof and of any subsequent changes therein or in such initial policies, or of termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent to all Owners of record at the address of their respective Homesites and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary of the Association or other person as may be designated by the Association.

## **ARTICLE X**

### **Repair and Restoration After Fire or Other Casualty**

**Section 1. When Repair and Reconstruction are Required.** In the event of damage to or destruction of all or part of any Common Area or other buildings or improvements in the Association as a result of fire or other casualty, the Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Association, buildings, or improvements.

**Section 2. Procedure for Reconstruction and Repair.**

- (a) Immediately after a fire or other casualty causing damage to an improvement within the Common Area, the Association shall proceed with filing and adjustment of all claims under such insurance and shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary. The Association shall contract for such repair and restoration and, in doing so, shall exercise its sole discretion in selecting from among said estimates.
- (b) Responsibility for Restoration. Except as otherwise provided herein, in the event all or any part of the property which is required to be insured by the Association under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Site Plans as provided in Article IX, Section 2, Subparagraph (c). Except as certain parts of a Homesite may be insured by the Association, each Owner shall promptly restore his Homesite after any casualty causing damage thereto.
- (c) Requirements of Restoration. Any portion of the Association for which Master

Casualty insurance is required shall be promptly repaired or replaced by the Association with the proceeds of such insurance, the excess shall be placed in the reserve maintenance account as previously provided by these By-Laws. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Association against all Owners in proportion to each Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other funds as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Area, as the Association may determine.

- (d) Encroachments upon or in favor of Homesites which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for as long as the building (as reconstructed) shall stand.

### **Section 3. Disbursements of Construction Funds.**

- (a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Association from assessments against Owners on account of such casualty or borrowed by the Association as provided for in these By-Laws shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.
- (b) The construction fund shall be paid by the Association in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction as are designated by the Association.
- (c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from the insurance proceeds; and if there is a balance in the construction fund after payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be first applied to any borrowing, and the remainder, if any, shall be paid to the reserve maintenance account.

### **Section 4. Responsibility of Owner.**

- (a) Each Owner shall repair and restore that portion of his Homesite not covered under the Master Policy; provided, however, that the Association shall have the right to do (or have done) certain or all of the repair or restoration work with respect to all or a portion of any damaged or destroyed Homesite, if the Owner fails to commence repair or restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The Owners

shall be notified in writing by the Association or an Officer of the Association at least thirty (30) days prior to commencement of any repair work within the damaged Homesite. The Owner(s) of the damaged Homesite shall permit access to his Homesite for such repair or restoration. The timeframes set forth in this section shall be subject to extension for good cause shown, which shall include delays resulting from weather, acts of god, delays in insurance settlement, or delays in permitting (but only if such delays are not the result of the Owner seeking approvals beyond any original municipal approval received for the Dwelling).

- (b) In the event the Association undertakes repair work on an individual Homesite, the Owner(s) of the damaged Homesite shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete repair and restoration and shall be responsible for any costs not covered by insurance.

**Section 5. Waiver of Subrogation.** Each Owner and occupant of a Homesite, as a condition of accepting title and possession, and the Association, through its Directors and Officers agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Homesite property, or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Owners, occupant, or the Association, to hereby waive any rights they may have against any other Owner(s), or against the employees of any Owner(s) or the Association or any one of them, with respect to such damage or destruction to the extent of insurance coverage, notwithstanding the cause of such fire or other casualty is the fault of the persons enumerated, including their negligence, this waiver shall not apply to any willful or grossly negligent conduct.

## ARTICLE XI

### Transfer of Ownership

**Section 1. No Severance of Ownership.** No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Homesite without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, 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. No part of the appurtenant interest of any Homesite may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Homesite to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Homesites. These Homesites may not be further subdivided.

**Section 2. Payment of Assessments.** No Owner shall be permitted to convey, mortgage, hypothecate, sell, or lease his Homesite unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Association against his Homesite and until he shall have satisfied all unpaid liens against such Homesite, except for permitted mortgages. Any grantee of an interest in a Homesite takes that Homesite pursuant to Article VII of these By-Laws.

**Section 3. Resale by Purchaser.** In the event of any resale of a Homesite or any interest therein

by any person other than the Declarant, the prospective Owner shall have the right to obtain from the Owners' Association, prior to the contract date of the disposition, the following:

- (a) Appropriate financial statements of the Association;
- (b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) 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 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 Association is a party defendant;
- (f) A statement setting forth what insurance coverage is provided for all Owners by the Association and what additional insurance coverage would normally be secured by each individual Owners;
- (g) A statement that any improvements or alterations made to the Homesite by the prior Owner are not known to be in violation of the Association instruments or the Site Plan approval;
- (h) A copy of the Declaration of Covenants, Easements, and Restrictions, By-Laws and any formal Rules & Regulations of the Association;
- (i) A statement of the amount of monthly and annual fees, and any special assessments made within the last three (3) fiscal years.

The President, Secretary, or Treasurer of the Association shall furnish the statements prescribed by this paragraph upon the written request of any prospective Owner within ten (10) days of the receipt of such request.

## **ARTICLE XII**

### **Mortgages**

**Section 1. Notice to the Association.** An Owner who mortgages his Homesite, shall notify the Association of the name and address of his mortgagee, and upon request of the Secretary, shall file a confirmed copy of the mortgage with the Secretary.

The Board, whenever so requested in writing by a mortgagee of a Homesite, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the owner of the mortgaged Homesite. The Board shall be entitled to require a fee for each report provided a mortgagee.

**Section 2. Notice of Unpaid Common Charges.** The Association, whenever so requested in writing by a mortgagee of a Homesite, shall promptly report any then unpaid common charges due from, or any other default by, the Owner(s) of the mortgaged Homesite.

**Section 3. Notice of Default.** The Association, when giving notice to an Owner 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 Homesite whose name and address has theretofore been furnished to the



Association.

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, or Rules & Regulations 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 Homesite, 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 these By-Laws or the Rules & Regulations except after ten (10) days written notice to the holder of the first mortgage on the Homesite which is the subject matter of such suit or proceeding.

**Section 4. Examination of Books.** Each Owner and each mortgagee of a Homesite shall be permitted to examine the books of account of the Association at reasonable times, on business days.

**Section 5. Notice to Mortgagees of Damage.** The Board of Directors shall notify the mortgagee of a Homesite whenever damage to the Common Area servicing the Homesite covered by the mortgage exceeds Five Thousand Dollar (\$5,000.00) and the Board is made aware of such damage; and all mortgagees whenever damage to the Common Area exceeds Twenty Thousand Dollars (\$20,000.00).

### **ARTICLE XIII**

#### **Amendment of the By-Laws and Declaration**

These By-Laws may be amended by agreement of a majority of the Members of the Association, except in cases for which these instruments provide for a different provision.

The Association instruments may be amended in accordance with their terms, and such amendments shall be valid only if executed by the President and Secretary or Treasurer and upon being recording in the Belknap County Registry of Deeds. Any Amendment to the Site Plan shall require approval by the Laconia Planning Department or Laconia Planning Board.

The Declarant may, during the period of its control, exercise the powers conferred upon it in the Declaration of Covenants, Easements, and Restrictions or these By-Laws without regard to any decision made by the Board of Directors or the Association.

### **ARTICLE XIV**

#### **Miscellaneous**

**Section 1. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provisions hereof.

**Section 3. Gender.** The use of any gender in these By-Laws shall be deemed to include any other

gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 4. Waiver.** No restriction, condition, obligation, or other provision contained in these By-Laws 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 thereof which may occur.

#### **ARTICLE XV Conflicts**

In case of any conflict between the Site Plan, the Declaration of Covenants, Easements, and Restrictions, the Articles of Agreement, the By-Laws, and any Rules & Regulations, the By-Laws shall control over the Rules & Regulations, the Declaration of Covenants, Easements, and Restrictions shall control over the By-Laws, and the Site Plan conditions shall control over the Declaration of Covenants, Easements, and Restrictions.

#### **ARTICLE XVI Condemnation**

The Association shall act on behalf of each Owner in condemnation proceedings against the Common Areas of the Association.

#### **ARTICLE XVII Violations**

**Violations.** In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration of Covenants, Easements, and Restrictions, these By-Laws, the Rules & Regulations, or the Site Plan, the Association, by direction of its Board of Directors, may notify the Owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration of Covenants, Easements, and Restrictions, the By-Laws, the Site Plan, or the Rules & Regulations, and the Association may then, at its option, have the following election:

- (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other Owners;
- (b) an action in equity to enforce performance on the part of the Owner; or
- (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- (d) fining an Owner as set forth in Article XVIII.

Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by an Owner, sent to the Board of Directors, shall authorize any Owner to bring an action in equity or suit at law on account of the violation. Any

violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

## **ARTICLE XVIII**

### **Fines**

**Section 1. Schedule of Fines.** Violations of the Association instruments and/or restrictions on use of Homesites are subject to fines as follows:

- (a) 1<sup>st</sup> Violation: A warning letter from the Board of Directors shall be sent to the Owner and tenant, if any.
- (b) Violation Continues: \$100 fine assessed; \$250 fine for second non-compliance infraction; and \$500 for third non-compliance infraction of the rules and each subsequent non-compliance infraction of the rules thereafter;

**Section 2. Repeated Violations.** Repeated violations of the same rule at later dates may allow for incremental increases in the amount of fines. The Board shall have the discretion of imposing fines on either a per occurrence or per diem basis.

The foregoing were adopted as the By-Laws of the Lady of the Lakes Homeowners' Association, an Association organized under the laws of the State of New Hampshire at the first meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.