

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SOUHEGAN MEADOWS  
AMHERST, NEW HAMPSHIRE

This Declaration of Covenants, Conditions and Restrictions is made this 17<sup>th</sup> day of DECEMBER 1993 by Greenmeadow Golf Club, Inc., a New Hampshire Corporation with a principal place of business at 9 River Road, Hudson, County of Hillsborough, State of New Hampshire (hereinafter referred as the "DECLARANT").  
WITNESSETH:

WHEREAS, DECLARANT is the owner of real property described in Exhibit A attached hereto and incorporated herein by reference. DECLARANT desires to create thereon a single family planned residential community with permanent open spaces and common property; and

WHEREAS, DECLARANT desires to establish covenants, restrictions and easements which provide for the preservation of the character of the community, and which enable the maintenance of open spaces, common property, and common amenities, each and all of which is and are for the benefit of said real property and which shall run with the real property subjected to this Declaration and shall be binding on all owners having any right, title, or interest in the described properties for any part thereof, their heirs, assigns, and successors in title and shall inure to the benefit of each owner thereof; and,

WHEREAS, DECLARANT has deemed it desirable for the efficient operation of the community to create an Association to own, maintain, and administer the common property;

NOW THEREFORE, the DECLARANT declares that the real property described in Exhibit A, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments and charges hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings;

(a) "Articles of Agreement" or "Articles" shall mean and refer to the Articles of Agreement for Souhegan Meadows Association Inc., a New Hampshire non-profit association, its successors or assigns.

(b) "Association" shall mean and refer to Souhegan Meadows Association, Inc., a New Hampshire non-profit association.

(c) "Board" shall mean the Board of Directors of said Association.

(d) "By-Laws" shall mean the By-Laws of the Association and any amendments thereto. The first set of By-Laws are attached as Exhibit B.

(e) "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the repair, maintenance and replacement of the Common Property, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-Laws and the Articles of Agreement.

(f) "Common Land" and/or Common Property shall mean and refer to those areas of land being shown as Lots 166 and 59 on a plan of land entitled "Subdivision Plan Souhegan Meadows County Road and Thorntons Ferry Road II Amherst, New Hampshire" prepared for Greenmeadow Golf Club, Inc., 9 River Rd., Hudson, New Hampshire 03051, Scale 1" = 50', 24 June 1993, Allan H. Swanson, Inc., which plan consists of 5 sheets and is recorded at the Hillsborough County Registry of Deeds as Plan # 26615.

(g) "Declaration" shall mean this Declaration of Covenants and Restrictions for Souhegan Meadows, Amherst, New Hampshire and any amendments thereto. In this Declaration, the DECLARANT is sometimes referred to as the DEVELOPER.

(h) "Lot" shall mean and refer to any one of the 30 residential house lots shown as Lots 59-2 through and including Lot 59-31 on the Plan.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property; but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceedings in lieu of foreclosure. The Association shall not be considered an Owner for the purposes of this Declaration.

(j) "Plan" shall mean the plan entitled "Key Map & Approval Sheet (Lots 59 and 166, Map 4) Souhegan Meadows, County Road and Thorntons Ferry Road II Amherst, New Hampshire, prepared for Greenmeadow Golf Club, Inc., 9 River Rd., Hudson, New Hampshire 03051" 24 June 1993 which plan includes 22 sheets and which plan is recorded at the Hillsborough County Registry of Deeds as plan # 26615. The Subdivision Plan consisting of 5 sheets is a portion of the Plan.

(k) "Property" or "Properties" shall mean and refer to the real property described in Exhibit A hereto.

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## ARTICLE II

### OWNERSHIP AND PROPERTY RIGHTS

A. Plan of Development. The general plan of development for the Properties is a residential community consisting of 30 residential lots and two lots to be held as Common Property. There shall be no more than ninety bedrooms in all of the homes located on the Property. The development shall be accomplished in compliance with the Plan as it now exists or may reasonably be amended by the Declarant provided the same is approved by the Planning Board for the Town of Amherst, New Hampshire. The Lots shall be developed as individual sites for single-family detached residential homes with no more than one home on a lot. Each single-family home shall have no more than three bedrooms. The homes constructed on any portion of the Property shall be limited to those designs which are specifically approved by the Amherst Planning Board as part of the review and approval of the Plan. The Common Property shall be held for the use and enjoyment of all lot owners. Use of Lots is restricted and use of the Common Property is restricted. The Common Property is intended to remain generally undeveloped. The streets shown on the Plan shall be dedicated and proposed for acceptance as public rights of way by the Town of Amherst, New Hampshire. As part of the approval by the Planning Board for the Town of Amherst, New Hampshire, the Declarant shall deliver to the Town a deed conveying a fee simple interest to the streets as shown on the Plan. The Declarant shall be responsible for maintenance of streets and other improvements proposed as public improvements pending dedication and acceptance by the Town of Amherst, New Hampshire.

B. Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner or Owners. Each Lot shall be held, transferred, sold, conveyed and occupied subject to this Declaration. On the transfer of title, the Owner shall automatically become a member of the Association.

C. Ownership of Common Property. The Association shall own the Common Property by virtue of a deed recorded prior to or concurrently with the conveyance of the first Lot to an Owner.

D. Non-severability. The interest of each Owner in the use and benefit of the Common Property shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the appurtenant interest in the Common Property. Any conveyance of any Lot shall automatically transfer the right to use the Common Property without the necessity of expressed reference in the instrument of conveyance. The rights and easements of enjoyment in and to the Common Property shall be subject to the following:

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(a) The right of the Association to publish and enforce rules and regulations governing the rights and easements.

(2) The right of the Association to levy assessments and charges.

(3) The right of the Association to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(4) Other easements, restrictions, agreements and reservations of record, insofar as the same may be in force and applicable.

E. Easements on Plan. The ownership interests in the Common Property and Lots described herein are subject to and with the benefit of the easements and other rights and obligations granted and reserved in this Declaration and as shown on the Plan. Each of the easements shall be deemed to be established upon recording of the Plan and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots.

F. Easement for Common Property. Every Lot Owner shall have an easement in common with the Owners of all other Lots for ingress and egress through, and use and enjoyment of all Common Property which shall be appurtenant to and pass with title to every Lot and which shall be subject to this Declaration as it may be amended from time to time.

G. Easement for Completion. The DECLARANT, its successors and assigns, expressly reserve an easement to perform such acts, make such improvements and do such things as may be reasonably related to accomplishing the development as set out on the Plan as it now exists or may reasonably be amended by the DECLARANT provided the same is approved by the Amherst Planning Board.

H. Taxation. Each Lot shall be taxed by the Town of Amherst, New Hampshire based upon its fair market value which shall include an assessment relating to the fee simple ownership of the Lot and a second assessment relating to the rights that each Owner has in the Common Property. Each Lot shall be deemed to have an undivided equal interest in the Common Property. The total assessment shall be against the Lot. Failure to pay the assessment shall create a lien against the Lot for reason of non-payment. There shall be no lien against the Common Property for reason of non-payment of real estate taxes.

I. Right of Association to Grant Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Land for utilities, roads, and other

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purposes reasonably necessary or useful for the proper maintenance of operation of the Properties or which have no unreasonable adverse impacts on the use, maintenance, operation, or enjoyment of the Common Land so long as granting of the same is not inconsistent with permits, licenses, and easements reserved or established by this document or previously granted by the Declarant.

J. Recreational Easement. The Common Property shall be conveyed to the Association subject to a recreational easement as defined in a certain Recreational Easement Deed attached hereto as Exhibit C. The Common Property shall not include the real property, easements and other rights conveyed in the Recreational Easement. The Common Property shall not include any improvements or fixtures to the real estate made or affixed pursuant to the easements and rights conveyed by the Recreational Easement attached hereto as Exhibit C.

### ARTICLE III

#### THE ASSOCIATION

A. Membership. The Owner of each Lot is deemed to have a membership in the Association. In the event that the Owner of a Lot is more than one person, votes and rights associated with the membership shall be exercised by one person designated by the Owner.

B. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Property and enabling the maintenance, repair and replacements and improvements to the Common Property. The Rules and Regulations adopted by the Board of Directors shall be consistent with the rights and duties established by this Declaration.

C. Common Assessments. Each Lot may be assessed an annual charge for Common Expenses. The terms and conditions governing the annual charge and the collection thereof shall be determined by the Association. The Association shall have the right to adopt reasonable rules and regulations to make an assessment against a lot for purposes of common expenses. There is and shall be a present lien, with statutory power of sale pursuant to RSA 479:25, against each Lot to secure the payment of all assessments levied against the Lot. The obligation to pay such assessments shall run with the land so that each successive record Owner of a Lot shall in turn become liable to pay all such assessments. The Association shall have the right to enforce and collect such assessments either through a suit at law or proceedings to foreclose the lien established by this Declaration. The lien of assessments may be perfected upon recording a notice of lien against a Lot. When a notice of lien

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has been recorded, such assessment shall constitute a lien prior to and superior to all other liens except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto and (2) the lien or charge of any prior recorded mortgage.

D. Maintenance. The Association shall be responsible for maintenance, repair, replacement and upkeep of the Common Property. All costs associated with maintenance, repair and replacement of Common Property shall be a Common Expense to be allocated among all Owners.

#### ARTICLE IV USE RESTRICTIONS

Section 1. General Use Restrictions. No Lot or Common Property shall be used for any purposes except single-family detached residential homes, recreational uses normally associated with single-family detached residential homes and other related accessory purposes (which may include, without limitation, sales offices or models for marketing purposes). The Common Property shall be for the use and enjoyment of all Owners. The Common Property shall remain open, undeveloped, and in a natural state. It shall remain so restricted in perpetuity. The Property shall be used and developed in accord with the Plan and to the specifications required by the Plan.

Section 2. Restrictions on Common Land. Notwithstanding the restrictions set forth in Section 1 of this Article, the Common Area shall be further restricted as follows:

(1) Except for the installation and maintenance of sewer, water or other utility improvements, no excavation, dredging or removal of loam, sod, peat, gravel, soil or other mineral substance shall be permitted or otherwise allowed on the Common Land, nor shall there be any changes in the topography, surface, subsurface water systems, wetland or other such aspects of the Common Land except in connection with the development of the Subdivision known as "Souhegan Woods" Development as shown on the subdivision plan as it now exists or may reasonably be amended by the DECLARANT and approved by the Amherst Planning Board.

(2) No structure or improvement (which terms shall be understood in their most general meaning) shall be constructed or placed on the Common Land, except for the installation and repair of sewer, water and other utilities.

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(3) No acts or uses detrimental to conserving the natural, scenic and open condition of the Common Land shall be permitted except timbering or other tree cutting if performed in a manner consistent with acceptable forestry practices.

(4) The operation of off-road vehicles and other recreation vehicles shall be prohibited on the Common Land.

(5) The Common Land may be further restricted by rules and regulations properly adopted by the Association through its Board of Directors.

Section 3. Restrictions on Use of Lots. Notwithstanding any other restriction set forth in this Declaration, the Articles, or the Bylaws, use of a Lot shall be restricted as follows:

(1) All buildings erected or constructed on any Lots shall contain a minimum of 1500 square feet. The method of determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, decks, patios, terraces and cellars shall not be taken into account in calculating the minimum square foot area as required by this restriction.

(2) No temporary structure including trailers and mobile homes shall be left upon any Lot other than those necessary to be used in the course of construction of permanent buildings and all such temporary structures shall be removed promptly upon completion of a permanent building.

(3) No grading, tree cutting, site work, construction or building shall be commenced or erected on any Lot and no changes or alterations shall be made to the exterior of any structure unless and until plans, specifications, and other pertinent data showing the nature, color, shape, height, location, dimensions, materials, and scale of the same have been approved in writing by the Association acting through its Board of Directors in accord with Article V of this Declaration.

(4) Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining properties or to flood or damage public roads and common drainage systems.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept except that dogs, cats, or other usual and common household pets. No pets are permitted to roam free; those which, in the sole discretion of the Association, endanger the health, make objectionable

noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Properties shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose.

Section 5. Nuisance. There shall be no storage of any property or thing that will be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might intend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replace any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

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No Lot shall be made subject to any type of timeshare or similar program whereby the right to exclusive use of the Lot rotates among Members of the program on a fixed or floating time schedule over a period of years.

Section 9. Guns. The discharge of firearms is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 10. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

Section 11. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 12. Fences. No dog runs, animal pens or fences of any kind shall be permitted except as approved in accordance with Article V of this Declaration.

Section 13. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply

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to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 14. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted except that up to five (5) gallons of fuel (or such lesser amount as is consistent with applicable laws, regulations and ordinances) may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

Section 15. Golf Carts. The use of privately owned golf carts (other than golf carts associated with the Country Club) is prohibited throughout the Properties.

#### ARTICLE V

##### ARCHITECTURAL REVIEW

A. Construction. No construction (which term shall include without limitation staking, clearing, excavation, grading, site work and the building of structures or other improvements) and no exterior alteration or modification of existing improvements or structures shall be allowed except upon the written approval of the Association, acting through its Board of Directors.

B. Guidelines and Procedures. The Association shall establish Guidelines and Procedures for the architectural standards and review of construction, alterations and modifications on Lots. Until such time as the Association shall establish guidelines and procedures in accordance with this section and with the By-laws set forth in Exhibit B attached hereto and incorporated herein by reference.

#### ARTICLE VI

##### GENERAL PROVISIONS

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

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Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and provided further that no such agreement to change shall be effective unless it is approved by the Amherst Planning Board.

B. Amendments. These covenants may be amended by the recording of a document at the Hillsborough County Registry of Deeds expressing the consent of the then Owners (including the DECLARANT) of not less than 2/3 of the Lots. Provided, however, that no amendment shall be effective unless written notice of the proposed amendment is sent to every owner at least 90 days in advance of any action taken. The recorded affidavit of the Secretary of the Association that such notice was provided shall be conclusive proof of the same and may be relied upon by any party examining the title of the Property. Provided further, that no such amendment shall be effective unless it is approved by the Amherst Planning Board. Notwithstanding any of the foregoing, no amendment shall be made to this Declaration which shall alter the rights of any mortgagee with a recorded mortgage or of the Declarant unless such amendment is consented to by any such mortgagee and by the Declarant.


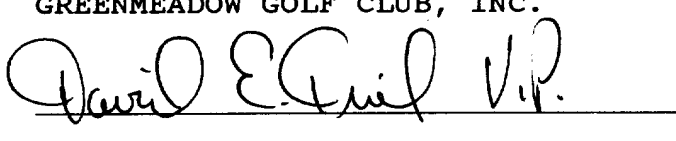
C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and, failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Partial Invalidation. Invalidation of any one of these covenants or restrictions or any portion thereof by judgment, court order, or otherwise, shall in no way affect the other provisions of this Declaration, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT by its duly authorized agent, has caused these presents to be signed in its name on the day and year first written above.

Witness:

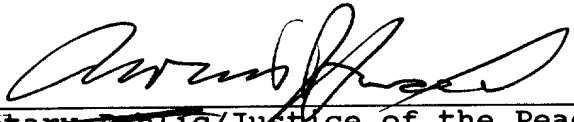
GREENMEADOW GOLF CLUB, INC.

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STATE OF NEW HAMPSHIRE  
HILLSBOROUGH SS

On this 17<sup>th</sup> day of Dec, 1993, personally appeared before me the above-named DAVID FAIR, duly authorized officer of Greenmeadow Golf Club, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in behalf of the corporation for the purpose therein contained.

  
~~Notary~~ Public/Justice of the Peace

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EXHIBIT A

Certain tracts or parcels of land with buildings and improvements thereon, situated in the Town of Amherst, Hillsborough County, New Hampshire, shown as lots 166, 59, and 59-2 thru 59-31 all as shown on a plan entitled "Subdivision Plan Souhegan Meadows County Road and Thorntons Ferry Road II Amherst, New Hampshire" prepared for Greenmeadow Golf Club, Inc., 9 River Rd., Hudson, New Hampshire 03051, Scale 1" = 50' dated 24 June 1993, Allan H. Swanson, Inc., which plan consists of 5 sheets and is recorded at the Hillsborough County Registry of Deeds as Plan # 86615.

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EXHIBIT B  
BY-LAWS  
OF  
SOUHEGAN MEADOWS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The definitions contained in Article I of the Declaration of Covenants and Restrictions for Souhegan Meadows, Amherst, New Hampshire, which Declaration is recorded herewith, shall apply to these By-Laws and are incorporated herein by reference.

ARTICLE II

LOCATION

The principal office of the Association shall be located at \_\_\_\_\_, County of Hillsborough, State of New Hampshire.

ARTICLE III

MEMBERSHIP

A. The Owners of each Lot as defined in Article I of said Declaration shall automatically be deemed to have a membership in the Association. Each Lot regardless of the number of said Owners of said Lot shall be entitled to one vote.

B. The rights of membership are subject to the payment of any annual assessments levied by the Association, the obligation of such assessments is imposed against each Lot.

C. The membership rights of any person whose interest in the Properties is subject to assessment under paragraph B above, whether or not he shall be personally obligated to pay such assessment, may be suspended by action of the Directors during the period when the assessment remains unpaid; but, upon payment of such assessment, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Land, and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

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ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON LAND

Each Owner shall have in common with other Owners rights and easements for the use and enjoyment of the Common Property as provided by the Declaration which is incorporated herein by reference.

ARTICLE V

ASSOCIATION POWERS AND DUTIES

A. The Association has been organized for the purposes set forth in the Articles of Agreement of Souhegan Meadows Association, Inc. which is incorporated herein by reference.

B. The Association shall be responsible for preparing an assessment schedule which will provide for payment of maintenance, upkeep and repair of Common Property.

C. The Association is obligated to maintain the Common Property as provided in the Declaration which is incorporated herein by reference.

D. The Association shall procure and carry public liability insurance on the Common Property insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries and property damage arising out of the use, operation, maintenance or condition of the Common Property and/or any structures thereon and insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries or property damage received in connection with the Association's performance of any other obligations as set forth under the Declaration of Covenants and Restrictions and the By-Laws. This insurance shall be written on an occurrence basis if reasonably available and shall provide coverage for not less than One Million (\$1,000,000.00) Dollars incurred or claimed by any one person for bodily injury and for not less than Three Million (\$3,000,000.00) Dollars for any one occurrence. The Association shall also procure and continue in force during the term hereof all risk replacement cost insurance with appropriate endorsements upon all property, machinery, equipment and improvements owned by the Association.

E. The Association shall be responsible to perform all obligations and enforce all covenants, rules and regulations as set forth in the Declaration and/or as set forth in these By-Laws, all for the purposes of preserving the character of the project.

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## ARTICLE VI

### ARCHITECTURAL REVIEW

A. Applicability. No construction (which term shall include, without limitation, staking, clearing, excavation, grading, site work and the building of structures or other improvements) and no exterior alteration or modification of existing improvements or structures shall be allowed except upon the written approval of the Association acting through its Board of Directors.

B. Request for Approval. Any Owner who wants to perform any construction, alteration, or addition for which approval is required shall notify the Board of Directors of the Association in writing and shall furnish such information as may be required by the Board to reasonably review the same.

C. Duties. The Board of Directors shall consider and act upon the proposals and/or plans submitted for architectural review. The Board may approve the proposal if it finds that the plans and specifications conform to the Declaration, these By-Laws and the architectural guidelines and standards adopted by the Board of Directors. All approvals and denials shall be in writing. Any denial must state the reasons for the denial. Any proposal which has not been rejected or accepted in writing within thirty (30) days from the date of submission shall be deemed approved.

D. Guidelines and Standards. The Board of Directors, from time to time, may propose architectural rules, regulations and guidelines which set forth the standards and procedures for architectural review. The rules may relate to the architectural design, the placement of buildings, color schemes, exterior finishes and materials, and similar features which may be relevant to the aesthetics of the project. The architectural standards shall not be in derogation of the standards established by the Declaration. Upon the Board of Directors adopting proposed architectural rules, regulations and guidelines, the same shall be submitted to the full association for a vote. The architectural rules, regulations and/or guidelines may be adopted by the full Association upon a majority vote of those present. A full and complete copy of the rules, regulations and guidelines shall be available at the office of the Association upon request of any Owner.

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ARTICLE VII

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a board of three (3) directors who must be Owners. Initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors. Beginning with the first annual meeting as provided for herein, the Owners at each annual meeting shall elect one (1) director for a term of three (3) years.

B. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors, with any such appointed director to hold office until his successor is elected by the Owners.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall have the power:

(1) To call a special meeting of the Lot Owners as deemed necessary or to call a special meeting of the Lot Owners upon a written request of one-fourth (1/4) of the Lot Owners.

(2) To appoint and remove all officers, agents and employees of the Association, prescribe their duties, and fix their compensation.

(3) To levy against each Lot and collect from the Lot Owners appropriate assessments.

(4) To adopt and publish rules and regulations governing the use of the Common Land and the conduct of persons thereon.

(5) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those specifically otherwise reserved.

B. It shall be the duty of the Board of Directors:

(1) To cause to be kept a complete record of its acts and the corporate affairs, and to present a statement thereof to the Lot Owners at meetings of the Lot Owners.

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(2) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(3) To fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning date of such period and to send written notice of each assessment to each Lot Owner.

(4) To issue, upon request by any Lot Owner, a certificate setting forth evidence of payment of the assessment levied; such certificate shall be conclusive evidence that the assessment stated therein has been paid.

#### ARTICLE IX

##### DIRECTORS' MEETINGS

A. Regular meetings of the Board of Directors shall be held on the second Tuesday of each month; provided, that the Board of Directors may, by resolution, change the day and frequency of holding such regular meetings.

B. Special meetings of the Board of Directors shall be held when called by any two (2) directors after notice to each Director.

C. A majority of the Board of Directors shall constitute a quorum thereof.

#### ARTICLE X

##### OFFICERS

A. The officers shall include a president, a vice-president, a secretary and a treasurer. The president and the treasurer shall be members of the Board of Directors.

B. The officers shall be chosen by a majority vote of the Board of Directors.

C. The president shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out; and, shall sign all notes, checks, and other written instruments and documents.

D. The vice-president shall perform the duties of the president in his absence.

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E. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings of the Board of Directors, shall keep the records of the Association, and shall record in a book kept for said purpose the names of all of the Lot Owners of the Association together with their addresses.

F. The treasurer will receive and deposit in an appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of any approved budget duly adopted by the Board of Directors. The treasurer shall also maintain proper books of account and shall prepare an annual budget and an annual balance sheet statement which shall be presented to the Lot Owners at the regular annual meeting.

## ARTICLE XI

### MEETINGS OF LOT OWNERS

A. The regular annual meeting of Lot Owners shall be held on the second Tuesday of the month of January in each year; if the day for the annual meeting of the Lot Owners shall fall upon a holiday, the meeting will be held on the first day following which is not a holiday.

B. Special meetings of the Lot Owners may be called at any time by the President or by any two or more members of the Board of Directors, or upon written request of one-fourth (1/4) of the Lot Owners.

C. Notice of meetings shall be given to the Lot Owners by the secretary. Notice may be accomplished by actual communication, or by written communication personally delivered or mailed first class mail.

D. The presence at a meeting of the Owners of one-fourth (1/4) of the total number of Lots shall constitute a quorum for any action governed by these By-Laws.

## ARTICLE XII

### BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any Lot Owner.

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ARTICLE XIII

CORPORATE SEAL

The Association shall have a corporate seal including the words: Souhegan Meadows Association, Inc.

ARTICLE XIV

AMENDMENTS AND CONFLICTS

A. These By-Laws may be amended, at a regular or special meeting of the Lot Owners, by a vote of a simple majority of the Lot Owners, provided that any provisions of these By-Laws which are governed by the Articles of Agreement of the Association may not be amended except as provided in the Articles of Agreement or applicable law; and, provided further, that any provisions of these By-Laws which are governed by the Declaration of Covenants and Restrictions for Souhegan Meadows, Amherst, New Hampshire may not be amended except as provided in said Declaration.

B. In the case of any conflict between the Articles of Agreement and these By-Laws, the Articles of Agreement shall control; and, in the case of any conflict between the Declaration of Covenants and Restrictions and these By-Laws, the Declaration of Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we, being the Directors of the Souhegan Meadows Association, Inc. have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

7/15/93

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