

**DECLARATION OF COVENANTS,  
RESERVATIONS, RESTRICTIONS,  
AND EASEMENTS  
FOR**



*PO Box 1086  
Lincoln, NH 03251*

**April 1985**

REVISED: May 1985, July 1985, August 1985, September 1993, December 2015

## Contents

GENERAL.....	1	§17 NON-RESIDENTIAL USE PROHIBITED .....	7
DEFINITIONS.....	1	§18 NUISANCES PROHIBITED .....	7
PART A Covenants, Reservations, Restrictions and Easements.....	3	§19 SIGNS AND OUTSIDE STORAGE.....	7
§1 ARCHITECTURAL AND SITING REVIEW .....	3	§20 FENCES PROHIBITED.....	7
§1A Maintenance and repairs .....	3	§21 PETS AND LIVESTOCK .....	7
§1B Removal of debris .....	3	§22 OVERHEAD LINES PROHIBITED.....	7
§1C Insurance and reconstruction.....	3	§23 PARTNERSHIP MAY CONTINUE CONSTRUCTION AND SALES.....	7
§1D Ground maintenance and other services.....	3	§24 WAIVER .....	8
§1E Water and sewage.....	4	§25 AMENDMENT .....	8
§2 PERMIT REQUIRED FOR OCCUPANCY .....	4	§26 Duration .....	8
§3 SUBDIVISION.....	4	PART B By-Laws; Coolidge Homeowners' Association .....	9
§4 SEVERANCE.....	4	CHAPTER I General Provisions .....	9
§5 PARTITION .....	4	§1 APPLICATION .....	9
§6 EASEMENT FOR ROADS .....	4	§2 PURPOSE.....	9
§7 UTILITY EASEMENTS RESERVED.....	4	§3 DEFINITIONS .....	9
§8 RIGHT TO ALTER UNSOLD SITES .....	4	§4 MEMBERSHIP .....	9
§9 RIGHT TO ALTER ROADS, LOCATION OF AMENITIES.....	5	§5 SEVERABILITY.....	9
§10 ASSOCIATION MEMBERSHIP REQUIRED .....	5	§6 CONSTRUCTION .....	9
§11 APPLICATION TO ADDITIONAL PREMISES .....	5	§7 AMENDMENT .....	10
§12 USE OF GENERAL COMMON LAND	5	CHAPTER II Board of Directors .....	10
§13 USE OF LIMITED COMMON LAND	6	§1 COMPOSITION.....	10
§14 RECIPROCAL EASEMENTS FOR ENCROACHMENTS .....	6	§2 ELECTION-TERM .....	10
§15 EMERGENCY REPAIRS .....	6	§3 VACANCIES .....	10
§16 ENTRY FOR ORDINARY REPAIRS ...	6	§4 REMOVAL .....	10
		§5 VOTING.....	10
		§6 MEETINGS .....	11
		§7 POWERS .....	11
		§8 INDEMNIFICATION .....	12

CHAPTER III OFFICERS.....	12
§1 ELECTION-TERM.....	12
§2 PRESIDENT .....	12
§3 VICE-PRESIDENT .....	12
§4 TREASURER .....	12
§5 SECRETARY .....	13
§6 INDEMNIFICATION.....	13
CHAPTER IV Meetings .....	13
§1 ANNUAL MEETING.....	13
§2 SPECIAL MEETINGS .....	13
§3 NOTICE.....	13
§4 QUORUM.....	13
§5 VOTING .....	13
CHAPTER V RESIDENT AGENT.....	14
§1 APPOINTMENT .....	14
§ CHAPTER VI ASSESSMENTS AND LIENS	
.....	14
§1 ACCOUNTING PERIOD.....	14
§2 LIABILITY FOR EXPENSES .....	14
§3 REGULAR ASSESSMENTS .....	14
§4 SPECIAL ASSESSMENTS.....	14
§5 INTERIM ASSESSMENTS .....	15
§6 EFFECT OF NON-PAYMENT .....	15
Notice of Lien .....	16
§7 CERTIFICATE OF PAYMENT.....	16
§8 SURPLUS .....	17
PART C.....	17
§1 DESCRIPTION.....	17

## GENERAL

WHEREAS The Village at Loon Mountain, a limited partnership having its principal place of business in Lincoln, New Hampshire, has acquired title to certain real estate situated in the Town of Lincoln pursuant to a quitclaim deed of Green Acre Woodlands, Inc., recorded herewith; and

WHEREAS said partnership desires to-develop and improve that portion of said land as is shown on a plan entitled "Coolidge Subdivision" prepared by C.T. Male Associates, Inc. which land is described more fully in Part C hereof; and

WHEREAS said partnership intends to sell lots in Coolidge consisting of sites for the future construction of residential structures coupled with appurtenant undivided fractional interests in land surrounding said sites; and

WHEREAS the successful conduct of such plan requires the partnership to subject the land shown on said plan to a set of uniform rules and regulations, restrictions on use, mutual privileges and obligations, and to provide a vehicle for the administration, amendment and repeal of the same, all of which are, designed to mutually benefit and burden all lots in order to accomplish said scheme, to preserve and enhance the appearance, desirability and value of such lots and the improvements to be made thereon, and to provide for the efficient management and government of Coolidge;

NOW THEREFORE, the partnership hereby Declares:

(1) That all of the property described in Part C hereof, including all improvements now existing or to be made or created thereon in the future are hereby made subject to and shall be held, conveyed, encumbered, used and improved subject to the following reservations, restrictions, easements, covenants and limitations, all of which are hereby declared to be part of an integrated scheme for

development of the property, to create reciprocal easements on each lot in favor of all other lots, to create reciprocal rights and privity of contract and estate between all persons owning or who may acquire an interest in said lots (including the partnership) to run with the land and be binding upon all present and future owners thereof (including the partnership) for the benefit of all present and future owners thereof (including the partnership) and their heirs, representatives, successors and assigns; and

(2) That, in the event it from time to time in the future subjects additional property which it may own to this same scheme by an amendment to this instrument as hereinafter provided;

(a) Said reservations, restrictions, easements, covenants and limitations shall be binding upon all future owners of lots in said additional property for the benefit not only of the owners of lots therein, but also for the present and future owners of lots in the property described in Part C hereof.

(b) Said reservations, restrictions, easements covenants and limitations hereby made binding upon the property described in Part C hereof, shall be for the benefit, not only of present and future owners of lots situated therein, but also for the benefit of the future owners of lots situated in such additional property.

(c) Said privity of contract and estate shall extend to and be between all persons now and in the future owning a lot not only in the property described in Part C hereof, but also in said additional property.

## DEFINITIONS

**Partnership** means The Village at Loon Mountain, a limited, partnership formed under the laws of the Commonwealth of Massachusetts, qualified to do business in New Hampshire, which owns the property described in Part C hereof, and which has executed this

instrument. It includes the heirs, successors and assigns of said partnership.

**Association** means Coolidge Homeowners' Association, a voluntary, non-profit corporation organized under the laws of the State of New Hampshire.

**Lot** means both the site upon which it is contemplated that a residential structure shall be constructed, and the undivided fractional interests in general common land and limited common land appurtenant thereto. It includes both an improved lot and "an unimproved lot.

**Improved lot** means a lot comprising a site upon which there has been constructed a detached single family dwelling, or one dwelling of a multi-dwelling townhouse. In the event the owner of all the sites for an intended townhouse structure were to construct a detached single family residence thereon in lieu of a townhouse, all the sites, and the respective interests in common land appurtenant to each, shall be considered improved lots even though no part of said structure may be located on one or more of said sites.

**Unimproved lot** means a lot comprising a site upon which no dwelling has been constructed, except as otherwise provided in (d) above.

**Board** means the Board of Directors of the Coolidge Homeowners' Association.

**Declaration** means this instrument in its entirety.

**Person** means an individual, a corporation, or any other legal entity and, when the context requires, the plural of any of these.

**Owner** means any person who owns a lot. It includes the partnership as to any lot it has not sold, and, when the context requires, the plural.

**Member** refers to membership in the Association, and means any person who owns a lot. It includes the partnership as to any lots it has not sold. When used in relation to the Board

of Directors of the Association, "Member" means a member of that Board.

**Common Land** includes general common land and limited common land.

## PART A Covenants, Reservations, Restrictions and Easements

### §1 ARCHITECTURAL AND SITING REVIEW

No structure shall be commenced, created, placed or permitted to remain on any portion of Coolidge, nor shall any existing structure be altered in any fashion which changes the exterior appearance thereof unless permission in writing to so do has first been obtained from the partnership. The right to prohibit the construction or alteration of any structure which, in the opinion of the architects and/or land planners who designed Coolidge, is not well sited, or is not compatible with the style, appearance and value of existing structures or the architectural scheme and concept they created for Coolidge is specifically reserved by the partnership for itself, its heirs, successors and assigns (including, as a possible assignee, the Association).

A fee of \$1,500.00 for each lot to cover said service shall be paid to the partnership at the time review is requested. Said fee also includes the right to connect an approved structure to the water and sewage system. The partnership, for itself, its heirs, successors and assigns (including, as a possible assignee, the Association), reserves the right to require an owner to submit plans for any construction or alteration in a form satisfactory to its architects the right to enter and inspect any dwelling to determine if such construction or alteration is in accordance with the approved plan, the right to require an owner to remove or re-alter any construction or alterations which are in violation of this section, and if, after 10 days written notice of a violation, the owner has not commenced reasonable action to remove or terminate such violation, to enter said premises and to do such acts as are necessary to terminate or extinguish such violation, the cost of which shall be assessed in full to the owner of the lot and be a lien thereon, subject to foreclosure as provided in Part B hereof.

### §1A Maintenance and repairs

Maintenance of the outside surfaces of all structures in Coolidge shall be performed by the Association, and the partnership hereby reserves to itself, and assigns to the Association, its successors and assigns, the exclusive right to perform all such maintenance and repairs, and to make assessments therefor as provided in Part B.

### §1B Removal of debris

In the event a structure in Coolidge is destroyed in whole or in part by fire, windstorm or other casualty, the Association shall remove the debris and do such other things necessary to render the site of the casualty safe and sightly, and the partnership hereby reserves to itself, and assigns to the Association, its successors and assigns, the right to do said acts and to make assessments therefor as provided in Part B.

### §1C Insurance and reconstruction

Every owner of an improved lot in Coolidge shall at all times maintain fire and extended coverage insurance in an amount at least equal to the replacement cost of the dwelling in the event of a total loss caused by fire, lightning, wind, hail, rain, snow, explosion, falling objects, and such other causes as are normally included under policies of homeowner's insurance in the State of New Hampshire; shall provide to the Association a copy of the insurance policy and proof of payment of the premium therefor; and shall, upon the occurrence of any event causing damage to or destruction of the exterior or structure of the dwelling, whether or not covered by insurance, without delay cause the dwelling to be restored to its former state.

### §1D Ground maintenance and other services

Road maintenance and snowplowing, maintenance of common land and facilities, and similar services, shall be performed by the

Association to the extent required by its By-Laws or a vote of its members, and the partnership hereby reserves to itself, and assigns to the Association, its successors and assigns, the right to do such maintenance and perform such services, and to make assessments therefor as provided in Part B.

### §1E Water and sewage

No individual on-site water and/ or sewage systems are permitted; lot owners must use the central water and sewage systems maintained by the Town of Lincoln.

### §2 PERMIT REQUIRED FOR OCCUPANCY

No structure may be occupied in any manner while being constructed, nor any time prior to its being entirely completed and a written statement is obtained from the partnership, its successors or assigns (including, as a possible assignee, the Association) that the structure is in substantial compliance with the approved plans, is in conformance with this Declaration, and may be occupied.

### §3 SUBDIVISION

No lot in Coolidge shall be further subdivided.

### §4 SEVERANCE

No interest in common land shall be severed or separated from the interest in the dwelling site to which it is appurtenant and such interest shall be deemed to be conveyed, encumbered or aliened with the dwelling site even though not specifically described or mentioned in the instrument conveying or encumbering the dwelling site.

### §5 PARTITION

No owner of an undivided interest in common land shall institute, cause, permit, participate in

or acquiesce in permitting the institution of any action to partition or separately identify his interest in said common land.

### §6 EASEMENT FOR ROADS

The partnership reserves to itself, its heirs, successors and assigns (including, as a possible assignee, the Association) the right and easement to construct, maintain and use roads and, ways within a distance of 16 feet on each side of the centerline of the roads as are shown in the plan referred to in Part C hereof and the right to construct and maintain slopes, embankments, drainage facilities, and parking areas beyond said limits.

### §7 UTILITY EASEMENTS RESERVED

The partnership reserves to itself, its heirs, successors, and assigns (including as possible assignees, the appropriate utility companies and/or the Association) the right and easement to construct, maintain, repair and service lines, wires, pipes and all the necessary and appurtenant equipment for the installation and maintenance of sewer, water, electric, telephone or other utility services on, through or above general common land, together with the right to enter said general common land to construct, lay, repair and maintain said lines, pipes and equipment, the exact location of said easements to be permanent upon the installation of said lines, pipes and equipment.

### §8 RIGHT TO ALTER UNSOLD SITES

The partnership reserves to itself, its heirs, successors and assigns the right to change and alter the arrangement, grouping and location of dwelling site locations so long as those to be changed or altered are owned by the partnership. Such change may be reflected by an amendment to this instrument executed solely by the partnership notwithstanding any other provision to the contrary.

## §9 RIGHT TO ALTER ROADS, LOCATION OF AMENITIES

The partnership reserves to itself, its heirs, successors and assigns the right to change or alter the location of roads shown on the plan referred to in Part C hereof, the location or size of the paths, trails, parks or other amenities now existing *or* hereafter created, should it find that physical conditions require or make convenient such changes or alterations, provided, however, that such change or alteration does not have a substantial adverse effect upon the value of any lot not owned by the partnership. Such changes may be reflected by an amendment to this instrument executed solely by the partnership notwithstanding any other provision to the contrary.

## §10 ASSOCIATION MEMBERSHIP REQUIRED

- (a) Every owner is and shall be a member of “Coolidge Homeowners’ Association” and is subject to its By-Laws and bound by its lawful acts. All property in Coolidge is subject to the By-Laws and other lawful acts of the Association.
- (b) Every owner, by acceptance of his deed, consents and agrees to all the provisions of Part B hereof, and specifically to those which impose a lien for unpaid assessments and authorize foreclosure for non-payment thereof in the same manner as a power of sale mortgage, and for said purpose each owner, by acceptance of his deed, thereby appoints the Association his true and lawful attorney for purpose of such foreclosure, which appointment may not be revoked, and which is binding upon his heirs, successors and assigns.

## §11 APPLICATION TO ADDITIONAL PREMISES

The partnership may acquire title to land adjacent to that described in Part C hereof,

which it may then desire to develop as part of the common development plan set forth herein and subject it to the provisions hereof. Part or parts of such adjacent land may, from time to time, be added to Coolidge by the partnership’s filing an amendment to this instrument with the Grafton County Registry of Deeds. Such amendment may be executed solely by the partnership notwithstanding any other provision to the contrary. Nothing contained herein shall be construed as a representation, promise, agreement or intention on the part of the partnership to subject all or any part of said adjacent land to the provisions of this instrument and the partnership reserves to itself, its heirs, successors and assigns the right to utilize or alien such adjacent land free from the effects of this instrument.

## §12 USE OF GENERAL COMMON LAND

All owners *of* lots in Coolidge have the right to use the general common land in Coolidge, subject, however, to the following restrictions, as well as those set forth herein in §§17 through 22:

- (a) No waste shall be committed, and no trees, shrubbery or brush shall be cut, without the consent of the Association.
- (b) No structures of any type or nature, however temporary, shall be erected, placed, or permitted on the general common land.
- (c) No snow machines, A.T.V., or other motorized vehicles of any type, size or description shall be permitted on general common land, except licensed, inspected and operating passenger cars, which may be parked in those places provided for such use and so designated by the Association.
- (d) No fire shall be permitted on general common land, except in places which may from time to time be designated for such use by the Association.



- (e) No habitation of any type or duration shall be permitted on general common land.

### §13 USE OF LIMITED COMMON LAND

Use of limited common land is restricted to the owner of the dwelling to which it is appurtenant and to the Association. No waste of limited common land shall be committed by any owner and no trees, brush, flowers, or other landscaping situated on limited common land shall be cut or altered without the permission of the Association.

### §14 RECIPROCAL EASEMENTS FOR ENCROACHMENTS

- (a) Because the plan for construction of attached residential dwellings as devised by the partnership's architects contemplates the joint use of certain footings and foundations as well as a unified roof, all owners of dwellings in a particular structure enjoy reciprocal easements to use and maintain such footings, foundations and roofs and for such adjacent, lateral and subjacent support as is necessary.
- (b) As future construction of attached residential dwellings may result in unintentional and/or inadvertent use of an adjoining site of the structure erected thereon not contemplated by the partnership or its architects, all owners of dwellings in a particular structure shall enjoy reciprocal easements for such encroachments that are inadvertent and/or unintentional.
- (c) As future siting and construction of a dwelling may result in a part of the dwelling utilizing a portion of the air space over, or in that part of the dwelling comprising the garage thereof utilizing a portion, not exceeding two hundred square feet, of the general

common land proximate to the dwelling, the owners of such a dwelling shall enjoy easements for such encroachments, provided, and only to the extent, that such encroachments occur contemporaneously with the original construction of the dwelling.

- (d) As the efficient and economical providing of electrical and other utilities services to all the dwellings of a multi-dwelling structure may best be served by causing the conduits therefore to enter the envelope of land within which the structure is situated together at one place from the general common land, and then to travel beneath the entire structure and branch off at appropriate places in order to service the individual dwellings, the partnership reserves, with respect to construction until the completion of the structure, and reserves with respect to maintenance, repair, and service without limitation as to time, the same rights relating to limited common land and the dwelling sites as are described and reserved relating to general common land by Section 7 hereof, and all owners of lots with respect to a particular envelope shall enjoy reciprocal easements for any encroachments that may result therefrom.

### §15 EMERGENCY REPAIRS

The partnership for itself, its heirs, successors and assigns (including, as a possible assignee, the Association), shall have the right to enter any premises in Coolidge in order to effect such repairs or to do any other act necessary to protect the property, health or safety of any owner.

### §16 ENTRY FOR ORDINARY REPAIRS

The partnership for itself, its heirs, successors and assigns (including, as a possible assignee, the

Association) reserves the right to enter any limited common land and/or any dwelling or dwelling site in order to perform such maintenance and repair work described in Parts A and B hereof.

### §17 NON-RESIDENTIAL USE PROHIBITED

No structure other than a residence shall be constructed, placed or permitted upon any land in Coolidge. No owner shall use his dwelling for any purpose other than residential. This section shall not be construed to prevent any owner from renting or leasing his dwelling for residential purposes.

### §18 NUISANCES PROHIBITED

No person shall make any use of any portion of Coolidge which constitutes a nuisance or annoyance to the other owners, which constitutes a fire hazard, which may result in the cancellation of any insurance on any part of Coolidge, or which is in violation of any insurance law, ordinance or governmental regulation. No use shall be made of any part of Coolidge which may increase the premiums on insurance covering any portion of Coolidge without the approval of the Association in writing.

### §19 SIGNS AND OUTSIDE STORAGE

No signs shall be permitted in Coolidge except each owner may maintain a name and address sign not exceeding one square foot in size. No clotheslines, television or radio antennas, garbage, trash, air conditioning equipment, clothing, snow machines or other personal property of similar nature shall be maintained, kept, stored, placed or left where it may be seen or observed by the general public or another owner.

### §20 FENCES PROHIBITED

No fences shall be erected or maintained on general common land. No fences shall be erected or maintained on limited common land without the approval of the Association. The Association shall permit erection and maintenance of fences on limited common land only if said fences are adjacent to a structure, compatible with the architecture of that structure, and a need related to health, appearance, or safety has been established by the person desiring the same.

### §21 PETS AND LIVESTOCK

No livestock shall be kept or permitted in Coolidge. Birds, fish and animals of the type usually considered pets may be kept in the dwellings with the permission of the Association. Such permission may be withdrawn by the Association in the event a complaint is made by another owner.

### §22 OVERHEAD LINES PROHIBITED

All electrical and telephone service lines shall be placed underground and no outside electrical lines shall be placed overhead unless written permission to so do is obtained from the Association.

### §23 PARTNERSHIP MAY CONTINUE CONSTRUCTION AND SALES

Notwithstanding any other provision of this Declaration, and in particular, notwithstanding any provision of §§17 through 22 of this Part A of the Declaration, the partnership reserves to itself, its heirs, successors and assigns, the unrestricted right to enter upon common land and to make such use of Coolidge as is necessary and convenient to it to construct residential units, and to market and sell the same, except that such reservation shall not extend to any dwelling site and its appurtenant limited common land which is not owned by the partnership.

## §24 WAIVER

No provision of this Declaration or of any rule or regulation of the Association shall be deemed to have been waived unless it is in writing and signed by the partnership or Association as the case requires. No such waiver in a particular instance shall be deemed a waiver in any other instance. Failure of the partnership or the Association to perform any duty, exercise any right, or do any act required, permitted, or authorized by this Declaration in any instance, shall not be deemed a waiver thereof in any other instance. Acceptance of any fee or assessment shall not be deemed a waiver of any violation by the owner making such payment, even if the existence of said violation is known to the partnership or the Association.

## §25 AMENDMENT

Except as otherwise provided herein, this Declaration may be amended by two-thirds of the total votes of all members of the Association, provided, however, that so long as the partnership has the right to appoint all the members of the Board of said Association, no amendment can be made without the written consent of the partnership.

## §26 Duration

*The concept and plan imposed by this Declaration, and this instrument itself, shall endure in perpetuity unless and until the recording in the Grafton County Registry of Deeds of an attested copy of a vote of not less than 75% of the total voting power of the Association to terminate them.<sup>1</sup>*

---

<sup>1</sup> Section 26 was amended at the Annual Meeting on December 5, 2015.

## PART B By-Laws; Coolidge Homeowners' Association

### CHAPTER I General Provisions

#### §1 APPLICATION

The management and administration of that portion of the development owned by the Village at Loon Mountain in Lincoln, New Hampshire, known as Coolidge, shall be regulated and governed by these By-Laws. All present and future owners of any interest in Coolidge, including the partnership, and all visitors, tenants, occupants or persons who in any way use any of the facilities of Coolidge, shall hold such interest, and shall visit, lease, occupy or use said facilities, subject to these By-Laws. These By-Laws shall automatically apply to any property which may be added to Coolidge upon the recording by, and at the sole discretion of, the partnership, in the Grafton County Registry of Deeds of an instrument submitting such additional land to the Declaration of Covenants, Reservations, Restrictions and Easements which includes these By-Laws. The acceptance of a deed, execution of a lease, or an act of occupancy or use which relates to any land, buildings or facilities situated in Coolidge shall constitute acceptance by the actor that these By-Laws and the Declaration of which they are a part are effective and binding upon him, his heirs, successors and assigns.

#### §2 PURPOSE

It is the purpose of this Association to provide, care for, and maintain the parks, common lands, roads and streets situated within Coolidge; to make, alter and repeal rules and regulations governing the use of said facilities; to amend and repeal restrictions, covenants, conditions, easements and obligations on a uniform basis to protect and enhance the value, appearance, beauty and desirability of the community; to

raise money by assessments upon the members hereof, or to borrow the same in order to

accomplish the purposes of the Association; to collect said assessments by the filing of liens and/or actions of petitions in court; to enforce such rules, regulations, covenants, easements, servitudes, conditions and obligations by court or other appropriate actions; and in general to do such things that are suitable and/or necessary to promote the fair, efficient management and regulation of Coolidge so as to promote a congenial, valuable, attractive and pleasant residential community now and in the future.

#### §3 DEFINITIONS

Words and terms used herein shall have the meaning ascribed to them in that section of Part A of the Declaration of Covenants, Reservations, Restrictions and Easements which is headed "Definitions" unless the context requires a different meaning.

#### §4 MEMBERSHIP

The membership of this Association shall consist of, and be limited to, owners of lots in Coolidge. In the event a lot is owned by more than one person, then the membership relating thereto shall be held in the same names and in the same manner as the lot.

#### §5 SEVERABILITY

The invalidity of any portion or portions of these By-Laws shall not cause any other portion hereof, or of the Declaration of Covenants, Reservations, Restrictions and Easements of which they are a part, to be invalid or unenforceable.

#### §6 CONSTRUCTION

These By-Laws shall be interpreted liberally so as to give effect to and to assist and aid in the

implementation of the overall plan for the management and government of Coolidge.

## §7 AMENDMENT

Except as otherwise provided in these By-Laws, any provision hereof may be amended by a majority of the votes represented and cast at a duly held meeting of the members of the Association. Such amendment shall become effective upon recording a copy thereof duly attested by the Secretary of Association, in the Grafton County Registry of Deeds.

## CHAPTER II Board of Directors

### §1 COMPOSITION

The powers and duties of the Association shall vest in a Board of three directors, all of whom shall be members of the Association, spouses of members, or, in the event of a corporate member, a director or officer of a member.

### §2 ELECTION-TERM

Until 80 percent of the lots have been improved with a dwelling, or December 31, 1992, whichever comes first, the partnership shall appoint all the Directors. Thereafter, the partnership shall be entitled to elect one Director so long as it continues to own two or more lots. The partnership may, at its option, and at any time, relinquish said rights. Subject to the preceding paragraph, the members of the Association shall elect the Directors at the annual meeting of the Association. Directors shall hold office for a term of three years or until their successors are elected and have qualified, except that at the first annual meeting after the partnership's rights to appoint the Board has expired, one Director shall be elected for a term of one year, one for a term of two years, and one for a term of three years.

### §3 VACANCIES

- (a) Whenever a vacancy on the Board exists, the remaining Directors shall appoint a member to serve until the next annual meeting of the Association at which the members shall elect a person to complete any unexpired portion of the term. In the event all positions on the Board are vacant, the members shall fill said vacancies.
- (b) A vacancy shall occur when a Director ceases to qualify for membership in the Association.

### §4 REMOVAL

Any Director can be removed by two-thirds of the votes cast at any annual or special meeting of the Association, notice of the time and subject of which has been mailed to all members at least 20 days (including weekends, and holidays) prior to the date thereof, subject however, to the provisions of the first paragraph of §2 of this Chapter, and further provided that they immediately fill the vacancy created by said removal.

### §5 VOTING

- (a) Each Director shall have one vote, and the Board shall transact its business by majority vote, provided a quorum is present. A quorum shall consist of a majority of the Directors.
- (b) The Board may act in the absence of a quorum, if all the Directors not present assent in writing to the action taken by signing a copy of the minutes of the meeting, which is then filed with the Secretary.
- (c) The Board may act without a meeting if all the Directors sign a record of the action taken, which is then filed with the Secretary.

## §6 MEETINGS

The Board shall determine the times and places of its meetings. The President of the Association or two members of the Board may call a meeting. Notices of all meetings shall be mailed to each Director at least seven days prior to the date thereof. Notice is waived by any Director who attends the meeting or who waives the same in writing.

## §7 POWERS

- (a) The Board shall have all the powers and duties of the Association provided by law, the Declaration of Covenants, Reservations, Restrictions and Easements and these By-Laws, as well as any and all other powers necessary to or convenient to accomplish the purposes of the Association.
- (b) Without limiting the generality of subsection (a) above, the Board:
  - (i) May employ a manager, to whom the Board may delegate all or a part of its duties, and such other persons it deems necessary to perform its duties, either directly itself or through the manager.
  - (ii) After the partnership has released, waived or conveyed its right to do so, shall review the style, appearance, and siting of all structures proposed for Coolidge to ensure compatibility with the style, appearance and value of existing structures and with the architectural scheme and concept of Coolidge as set forth by the architects and land planners who designed the same; and may employ said architects and planners to make such review and render such decision.
  - (iii) Shall provide for the performance of all maintenance of the common areas and facilities, including snow removal, landscaping, conservation practices, wildlife management, trash removal and any other services directed by

- (iv) majority vote of the members present and voting at a duly held meeting. Shall provide for the maintenance of the outside surfaces of all structures in Coolidge necessary to keep each one in good appearance and repair and to insure that the outside of no portion of any structure will be maintained or repaired in a fashion that may impair or destroy the integrity or unity of the structure. The Association may permit the owners of a structure in Coolidge to perform such maintenance and repairs on such terms and conditions and with such limitations as the Board determines are consonant with the intent, goals and purposes of the Declaration.
- (v) May institute law suits on behalf of the Association and employ legal counsel as necessary to properly accomplish the purposes of the Association.
- (vi) May employ accounting services necessary to properly accomplish the purposes of the Association.
- (vii) May purchase equipment and other personal property as is necessary to properly accomplish the purposes of the Association, subject to the provisions of subsection (c) below.
- (viii) Shall purchase fire and liability insurance covering the common land and facilities, its assets and operations, any other insurance required by the law, and such other insurance as is directed by a majority of the votes cast at a duly held meeting of the members of the Association.
- (ix) May make, amend and repeal rules and regulations governing the use of the common land and facilities of Coolidge, which shall become effective and binding upon majority of the votes cast at a duly held meeting of the Association, and shall furnish each member a copy thereof.
- (c) The Board shall have no power to expend in excess of \$6,000.00 in any year for the acquisition of personal property, or for capital improvements,

without the prior assent of the members by a majority of the votes cast at a duly held meeting of the members of the Association.

## §8 INDEMNIFICATION

The officers of the Association and the members of the Board, shall not be liable to any owner for any official act unless such act constitutes willful misconduct, gross negligence or is in willful contravention of the Declaration. The members shall indemnify and hold harmless each officer of the Association and each member of the Board against liability for any contracts made on behalf of the Association unless fraudulent, made in bad faith or contrary to the provisions of the Declaration. No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortious conduct against the person or property of another.

## CHAPTER III OFFICERS

### §1 ELECTION-TERM

- (a) The officers shall consist of a President, Vice-President, Treasurer, and Secretary. They shall be members of the Association and, except as provided by subparagraph (b) hereof, they shall be elected at the annual meeting of the Association for a term of one year or until their successors are chosen and qualified. The officers shall serve at the pleasure of the Board and may be removed by the Board.
- (b) So long as the partnership has the right to appoint all the Directors, it shall also be entitled to appoint all the officers of the Association.

### §2 PRESIDENT

The President shall act as chief executive officer of the Association and shall preside at all

meetings of the Association. He shall be a member of the Board.

### §3 VICE-PRESIDENT

The Vice-President shall assist the President in the discharge of his duties and shall preside at all meetings in the absence of the President. He may be a member of the Board.

### §4 TREASURER

- (a) The Treasurer shall have charge of all funds of the Association and perform such other duties as directed by the Board. He may be a member of the Board. He shall keep and maintain books and records relating to the financial affairs of the Association; he shall maintain such bank accounts as are approved by the Board, and render a report relating to the same at the annual meeting; he shall submit to the Board a proposed budget for operation of the Association during the forthcoming year in time for the Board to review the same prior to the annual meeting. He shall, upon appropriate notice, make his books and records available for inspection by any member. He shall be bonded for 50% of the amount of each year's proposed budget as approved by the Board and adopted by the Association. He may also serve as Secretary.
- (b) The proposed budget shall be submitted to the Board on or before October 1st of each year. It shall include, in addition to such sums deemed necessary to operate the Association for the current year, all amounts necessary to make up any deficits for the year just ended; amounts in excess of any insurance proceeds required for repair and restoration, reasonable reserves for contingencies and unanticipated expenses; and amounts required for the purchase of a lot as provided in §6 of Chapter VI of these By-Laws. It shall include the dollar amount of the proposed

assessment to be levied against a member for each improved and/or each unimproved lot which he owns.

## §5 SECRETARY

The Secretary shall keep a record of all meetings of and actions by the Board and the Association. He shall keep all records, documents and other papers of the Board and of the Association. He may be a member of the Board.

## §6 INDEMNIFICATION

See §8 of Chapter II hereof.

# CHAPTER IV Meetings

## §1 ANNUAL MEETING

The annual meeting of the Association shall be held on the Tuesday in November immediately preceding Thanksgiving day at 4:00 p.m. at the Administration Building of The Village of Loon Mountain, in Lincoln, New Hampshire, or at such other place or time (which shall not be more than 20 days before or after said date) as the Board shall direct. The Association shall elect directors and officers as required by these By-Laws, approve the operating budget for the coming year, and transact any other business of the Association. The President shall, within 30 days of said meeting, cause a copy of the minutes thereof, including the budget adopted thereat, to be mailed to each member.

## §2 SPECIAL MEETINGS

Special meetings of the Association may *be* called at any time by the President, a majority of the Board, or those members who have one-third of the total voting power of the Association.

## §3 NOTICE

Written notice of all meetings shall be mailed to each member at least 20 days prior to the date

thereof. Said notice shall state the date, time and place of the meeting, as well as the matters to be considered thereat. However, no notice shall be required for the annual meeting actually held at the time and place specified in §1 of this Chapter.

## §4 QUORUM

The presence of 20% of the total voting power of the members in person or by proxy at any meeting shall constitute a quorum. The Association shall conduct its business by majority vote. In the absence of a quorum, a majority of the members present may vote to adjourn the meeting to a time not more than 30 and not less than 10 days after the date of the original meeting. At said adjourned meeting, proxies received up to the date thereof shall be counted and the quorum shall be 10% of the total voting power of the members. The President shall cause notice of said adjourned meeting and the reasons therefor to be mailed to all members at least seven days before the date thereof. Notices are waived by those who are present in person or by proxy and by anyone who expressly waives notice.

## §5 VOTING

- (a) Each member of the Association who owns an unimproved lot shall be entitled to one vote for each such lot owned. Each member who owns an improved lot shall be entitled to two votes for each such lot owned.
- (b) Any member entitled to more than one vote shall cast all votes to which he is entitled in the same fashion.
- (c) Votes may not be split in the event a lot is owned by more than one member; but such member shall agree as to how their vote or votes shall be cast. Ownership of a lot shall be determined on the basis of record title as shown in the Grafton County Registry of Deeds.
- (d) The partnership shall be entitled to vote with respect to each lot owned by it.



- (e) The members may assign their vote(s) to a first mortgagee of record.

## CHAPTER V RESIDENT AGENT

### §1 APPOINTMENT

The Board shall appoint a resident of New Hampshire as agent for the Association to receive service of civil process. Such agent shall serve until his successor is chosen and qualified. So long as the partnership is entitled to appoint all the Directors, and until his successor is appointed, the agent shall be Karl T. Bruckner, Esquire, of Haverhill, New Hampshire.

## § CHAPTER VI ASSESSMENTS AND LIENS

### §1 ACCOUNTING PERIOD

The fiscal year of the Association shall be the twelve (12) month period ending December 31st.

### §2 LIABILITY FOR EXPENSES

- (a) Except as provided in §4 of this Chapter, all expenses of the Association shall be allocated among the members, except that the amount allocated to owners of unimproved lots shall be 40% of the amount allocated to owners of improved lots from the date of affirmative vote amending the within subsection to the first anniversary thereof; from the first anniversary thereof until the second anniversary of said vote, the amount allocated to owners of unimproved lots shall be 70% of the amount allocated to owners of improved lots; from and after the second anniversary of the vote amending the within subsection, owners of unimproved lots shall pay 90% of the amount allocated to owners of improved lots. There shall be no change to

subsection 2 (b) requiring 75% of the total voting power of the members to amend the within section.

- (b) This section shall not be amended except upon a vote of 75% of the total voting power of the members.

### §3 REGULAR ASSESSMENTS

- (a) Each member's share of the current year's budget as adopted by the Association shall be assessed to the members as of December 1st of each year. The partnership will be liable for assessments for any lots owned by it. If the assessment proves insufficient, the Board may at any time levy a further assessment upon the members in the same proportions.
- (b) Each member shall be personally liable for the payment of all assessments made against him, which shall be due and payable in 12 equal installments beginning the first of January, or in such other reasonable fashion as the Board shall require. No member may exempt himself from liability for assessments by waiving or abandoning his use or enjoyment of the common areas or facilities or of his dwelling.
- (c) Failure of the Board or Association to determine assessments for a 12-month period in the manner prescribed above shall not be interpreted as a waiver or amendment of those provisions, nor a release of a member of his obligation to pay assessments, but the assessment for the preceding 12 months shall continue, and installments shall be due thereon, until a new assessment is fixed.
- (d) This Section shall not be amended except upon a vote of 75% of the total voting power of the members.

### §4 SPECIAL ASSESSMENTS

- (a) The cost of maintenance and repairs performed as required by §7(b) (iv) of Chapter II shall be wholly assessed to

the members who own the dwellings affected by such work. Each such member shall be assessed for the actual cost of the work performed on his dwelling. In the event an entire townhouse is painted, each member who owns a dwelling in that townhouse shall be assessed that proportion of the total painting cost as the outside painted surface of his dwelling bears to the total outside painted surface of the entire townhouse. The same scheme shall be followed in the event the entire roof of a townhouse must be repaired.

- (b) Any infraction of the prohibition provided for in §19 of Part A hereof shall immediately cause the member responsible therefor to be assessed the sum of \$500.00. If such infraction shall continue beyond the third day following the member's receipt of written notice thereof from the Association, the member shall thereafter be assessed the sum of \$100.00 per day for each day the infraction continues.
- (c) In the event a structure is destroyed in whole or in part by fire, windstorm or other casualty, the Association shall remove said debris and assess the cost thereof to the owner or owners thereof in that ratio as the work done relates to the various dwellings affected thereby
- (d) Payment of such assessments is due 30 days after a statement therefor is rendered.
- (e) This Section shall not be amended except upon a vote of 75% of the total power of the members.

## §5 INTERIM ASSESSMENTS

- (a) Notwithstanding the provisions of §3 of this Chapter, the owners of unimproved lots shall be assessed the sum of

\$200.00 per lot per year and the owners of improved lots shall be assessed the sum of \$500.00 per lot per year, so long as the partnership is entitled to appoint all the Directors. Said amounts shall be reduced pro-rata in the event a member owns his lot for less than a year.

- (b) Said interim assessments shall be payable in two equal installments due January and July 1st of each year.
- (c) Any deficits incurred by the Association during the period the partnership is entitled to appoint all the Directors, except those resulting from failure of members to pay special assessments made pursuant to §4 of this Chapter, shall be borne in full by the partnership.

## §6 EFFECT OF NON-PAYMENT

- (a) Each assessment and each installment thereof is a separate, distinct and severable personal obligation of the member against whom it is assessed. Any such assessment or installment not paid when due, plus interest at 12% per annum and all costs of collection, including reasonable attorney's fees, are a lien upon the lot to which it relates. Notice of this lien shall be recorded in the Grafton County Registry of Deeds by the Association, which notice shall indicate the identity of the member who owns the lot, the amount of the unpaid assessment, the lot burdened, and a reference to the Liber and Folio of the Grafton County Registry of Deeds where the Declaration of Covenants, Reservations, Restrictions and Easements is recorded.

The following form may be used:

Notice of Lien

Pursuant to §6, Chapter VI of Part B of the Declaration of Covenants, Reservations, Restrictions and Easements relating to land in the community known as Coolidge situated in the Town of Lincoln, County of Grafton and State of New Hampshire, recorded in Liber, Folio of the Grafton County Registry of Deeds, notice is hereby given of liens in favor of Coolidge Homeowners' Association, whose address is Box 1086, Lincoln, New Hampshire 03251, in the following amounts, against the properties and persons and for the periods set forth in the following schedule:

- 1.
2.
3.
4.
5.

In addition to the amounts set forth above, said lien secures interest at 12% per annum from the due date to date of payment and all costs of collection, including reasonable attorney's fees. COOLIDGE HOMEOWNERS' ASSOCIATION, INC.

By:\_\_\_\_\_

Its\_\_\_\_\_ hereunto duly authorized

STATE OF NEW HAMPSHIRE

Grafton, ss.

Personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Coolidge Homeowners' Association, Inc., a corporation duly organized, and who further acknowledged that he executed the foregoing instrument as said \_\_\_\_\_ on behalf of said corporation for the purposes therein contained. Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

(b) The Association may foreclose said lien in the same manner as a power of sale mortgage. In any such foreclosure sale, the proceeds shall be charged with the costs and expenses thereof, including reasonable attorney's fees. The Association may purchase at any such foreclosure sale and may hold, lease, mortgage or sell any property acquired thereat.

(c) Upon foreclosure of said lien against a member, he shall immediately vacate the premises. If said member fails so to do he shall be liable for reasonable rental in addition to all costs, including reasonable attorney's fees,

necessary for the Association to obtain possession of the premises.

(d) Said lien shall be subordinate to any duly recorded first mortgage on the premises.

§7 CERTIFICATE OF PAYMENT

The Association shall issue on request of an owner a certificate of payment or nonpayment of assessments as to his lot.

§8 SURPLUS

Any surplus shall be retained by the Association and applied toward the next year’s expenses.

PART C

§1 DESCRIPTION

The premises comprising Coolidge and made subject to this instrument are those shown on a plan entitled “Coolidge Subdivision” prepared by C. T. Male Associates, Inc. dated April 12, 1985 to be recorded in the Grafton County Registry of Deeds simultaneously herewith, which is incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, The Village at Loon Mountain has caused this instrument to be executed for and on its behalf by its general partners, this \_\_\_\_day of \_\_\_\_\_, 1985.

THE VILLAGE AT LOON MOUNTAIN

By: \_\_\_\_\_  
Austin C. Eaton, Jr.  
General Partner

---

Witness to both  
By: \_\_\_\_\_  
Edward S. Keating  
General Partner

STATE OF NEW HAMPSHIRE

Grafton, ss. Personally appeared Austin C. Eaton, Jr. and Edward S. Keating, who acknowledged themselves to be all the general partners of The Village at Loon Mountain, a limited partnership, and acknowledged that they executed the foregoing instrument for and on behalf of said partnership for the purposes therein contained, before me, this \_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
Notary Public/Justice of the Peace