

BY -LAWS
Of
BAXTER LAKE
RECREATION AREA ASSOCIATION

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PREAMBLE

This version of the By-laws makes some changes and rearranges some elements of the previously existing By-laws. It was accepted by the Association at its annual meetings on July 16, 1989 and July 21, 1991 and a Special Association Ballot on 8/31/2003 and supersedes all other previously existing versions of the By-Laws.

ARTICLE I

DEFINITIONS

SECTION 1. " Association" means the Baxter Lake Recreation Area Association.

SECTION 2. "Articles" means the Articles of Association of Baxter Lake Recreation Area Association contained within the following By-laws.

SECTION 3. "Restrictions" means the Declaration of Covenants and Restrictions of Baxter Lake Recreation Area Association recorded at Strafford County Registry of Deeds upon March 1, 1977, at Vol. 993, Pages 724-737 and updated on May 15,1988 and again on September 23, 1996, Book 1888, Pages 0550-0557.

SECTION 4. "Site Interest" means any numbered camp site as laid out upon the land, and as approximately shown upon any final plan or plans recorded at the Strafford County Registry of Deeds.

SECTION 5. "Common Property" means all land of Baxter Lake Recreation Area excluding site interest.

SECTION 6. "Owner" means any person or entity owning a site interest at Baxter Lake Recreation Area, excluding, however, holders of a security interest in a site interest.

SECTION 7. Any reference to "he" or "him" in these By-laws should be understood to be gender neutral and may refer to either he/she or him/her.

ARTICLE II

NAME, PRINCIPAL OFFICE and PURPOSES

SECTION 1. The name of the Association is "Baxter Lake Recreation Area Association" (BLRAA).

SECTION 2. The principal office is "The Lodge" located within the campground at 99 Four Rod Road, Rochester, NH 03867.

SECTION 3. The purpose of the Association shall be as set forth in the Declaration of Covenants and Restrictions, with special reference to Article I, Section 1, f .

ARTICLE III

MEMBERSHIP, VOTING RIGHTS and PROPERTY RIGHTS

SECTION 1. MEMBERSHIP: Every owner shall be a member of the Association. Members are required to pay annual and special assessments levied by the Association, the obligation of which assessments is imposed against each

owner and becomes a lien upon the property against which such assessments are made as provided by the Restrictions and herein. The membership rights of any Owner may be suspended by action of the Board of Directors of the Association during the period when the assessments remain unpaid. If the Board has adopted rules and regulations governing the use of the Common Property, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

SECTION 2. VOTING RIGHTS: At any meeting of the Association (ARTICLE VI of these By-laws), each owner shall be entitled to cast one vote for each site interest which he owns. Any Owner may attend and vote at such meetings in person, or by proxy (by instrument in writing signed by the Owner and filed with the Board). Where there is more than one record Owner of the same site interest, all such persons shall be members of the Association and any or all of such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the vote to which they are entitled. Where only one of such persons attend any such meeting, he may vote for himself and as agent for any absent Owner of his site interest without proxy designation. Where none of such persons attends such meeting, any designation of proxy must be signed by all such persons. In addition to the above proxy provisions, an Owner may assign his right to vote to any first mortgagee of record.

SECTION 3. PROPERTY RIGHTS in the COMMON PROPERTY: Every **Owner** shall have an easement of use and enjoyment, in common with others, in and to the **Common Property** and such easement shall be appurtenant to and shall pass with the title to every site interest, which easements shall be subject to the following:

- a. Liens and encumbrance presently of record.
- b. The rights of the Association as provided in its Articles and BY-laws, to suspend the exercise of said easement by any **Owner** for any period during which his assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its rules and regulations adopted pursuant hereto, and
- c. The rights of other **Owners** of site interests located at Baxter Lake Recreation Area to similar easements.

SECTION 4. COVENANT *for* MAINTENANCE ASSESSMENTS:

a. OBLIGATION *for* ASSESSMENTS: Each **Owner** of a site interest by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association annual and special assessments to be fixed and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

b. PURPOSE of ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation and social welfare of the residents of the property, including Without limitation~ the improvement, operation and maintenance of, and the payment of taxes and insurance on the **Common Property**, and the acquisition of labor, equipment, materials, management and supervision of the Common Property.

c. ANNUAL ASSESSMENTS: An annual assessment shall be determined by action of the Association subject to the provisions of subsection 4 (e) hereafter set forth and with reference to Declaration of Covenants and Restrictions ARTICLE 5, SECTION 3.

d. SPECIAL ASSESSMENT: In addition to the annual assessments authorized here in above, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, an operating loss or the cost of any construction or unexpected repair or replacement upon the **Common Property** , or for any other purpose related to the **Common Property** , provided that any such assessment shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all **Owners** at least thirty (**30**) days in advance thereof and shall have set forth the proposal to make such a special assessment. A member who owns more than one site interest shall pay a special assessment for each of such site interests.

e. CHANGE in AMOUNT of ANNUAL ASSESSMENT: The Association may change the amount of the assessment fixed here in above prospectively, provided that any such change shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy, at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all Owners at least thirty (30) days in advance thereof and shall have set forth the proposal to make such a change.

f. QUORUM for ANY ACTION AUTHORIZED UNDER SUB-SECTIONS (d) AND

(e): The quorum required for any action authorized by subsections **(d)** and **(e)** hereof shall be as follows: At the first meeting called, as provided in Section **(d)** and **(e)** hereof, the presence at the meeting of members or proxies entitled to cast sixty per cent (**60%**) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, the meeting shall be adjourned and another meeting may be called subject to the notice requirements set forth in Sections **(d)** and **(e)**, and the required quorum at any such subsequent meeting shall be one half (**1/2**) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (**60**) days following the preceding meeting.

g. DUE DATES of ANNUAL ASSESSMENT: The annual assessments provided for herein shall become due and payable upon a date determined by the Board of Directors of the Association.

h. CERTIFICATE of PAYMENT: The Board of Directors, upon demand by any **Owner** liable for an assessment, shall furnish to such **Owner** a certificate acknowledging that the assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

i. EFFECT of NON-PAYMENT of ASSESSMENT: Any assessment which is not paid when due, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall become a continuing lien on the site interest and appurtenant interest of the delinquent **Owner**, which shall bind such property in the hands of said **Owner**, his heirs, devisees, representatives and assigns. The personal obligation of the said **Owner** to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any annual assessment which is not paid within thirty (30) days after due date in its year of assessment, and any special assessment which is not paid within thirty (30) days of its due date, shall bear interest from said due date at the rate of eighteen percent (18%) per annum. The Association may add additional penalties for late payments and may bring an action against the **Owner** personally obligated to pay the same or may foreclose the lien against said property in the manner provided by statute for the foreclosure of power of sale mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorneys fees, and said interest.

j. SUBORDINATION of the LIEN: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties.

SECTION 5. RULES, REGULATIONS and ADDITIONAL DEFINITIONS:

a. Rules and Regulations: The Board of Directors is authorized to adopt from time to time rules and regulations for the use and operation of the Common Property which shall be posted in a conspicuous place on the Common Property and Owners shall be required to conduct themselves, and to see that their lessees, renters and guests conduct themselves, in accordance with said rules and regulations. Notice of any changes and/or additions to the rules and regulations shall be given to the members thirty (30) days prior to the effective date.

b. Additional Definitions:

- c. Recreational Vehicle** - Any vehicle approved by the "Recreation Vehicle Industry Association" (RVIA) or the "Recreational Park Trailer Industry Association" (RPTIA) all of which vehicles are in good repair and fully equipped and operational with wheels attached, or a similarly approved camper manufactured and designed to be mounted on pickup trucks but which is temporarily dismounted. All such vehicles must be approved by the Board of Directors. A recreational vehicle may include such wings or accessory flies as may be designed to be attached to such vehicle or extend from such vehicle provided that the accessory elements are temporary, portable and/or dismountable.
- d. Decks, Porches and Enclosures** - Upon approval of the Site Committee a porch / enclosure or a deck may be constructed providing it does not exceed 10 feet in width and the length of the trailer. A deck with a maximum size of 200 square feet may be added to an existing porch / enclosure but only if it can be done without the removal of any trees.
- e. Storage Sheds** – Structure must have a peaked roof with overall height not exceeding 10 feet and cannot exceed 8' wide X 10' long.
- f. Fireplaces** – the inside dimensions of a fireplace cannot exceed 2 ½' w x 2 ½' L.
- g.** For the purpose of these By-laws "tent" includes canvas sided camping trailers provided both wheels have been removed.
- h. Screen House** – a wood structure with a maximum width of 12', maximum length of 12' and maximum height of 10' and with side walls not exceeding 3' high. Windows are not permitted but structure can be shuttered with wooden shutters only from Water Off to Water On.

ARTICLE IV

OFFICERS of the ASSOCIATION

SECTION 1. The officers of the Association are the Board of Directors (Declaration of Covenants & Restrictions Article I, Section I, b.)

SECTION 2. MAKE UP OF THE BOARD OF DIRECTORS:

- a. The Board of Directors shall be composed of nine (9) members of the Association.
- b. The term of office of a Director is three years.
- c. Three members of the Board of Directors shall be elected at each Election Meeting of the Association and will assume office upon the completion of the Election Meeting.

SECTION 3. QUALIFICATIONS: Only members of the Association shall be eligible to serve as Directors. A person may succeed himself as Director for one (1) additional term. After a hiatus of one (1) year, such a person may again stand for election. No one may serve on the Board of Directors who is not a paid-up member in good standing (current in dues, taxes, fines and assessments).

SECTION 4. NOMINATIONS & ELECTIONS:

Nominations for the three (3) members of the Board shall commence at the June meeting of the **Board** and extend until the July meeting of the **Association**. The election shall be held at the meeting of the Association on the Sunday of the Labor Day weekend.

SECTION 5. OFFICES:

- a. The offices of the Association are a President, Vice President, Treasurer, Secretary and five (5) Directors at large.
- b. These positions are to be filled by the members of the Board of Directors at the meeting of the Board which will take place immediately after the Election Meeting of the Association; this meeting is to be chaired by the remaining senior officer. The offices are to be filled by a majority vote of the Directors. The newly elected officers will assume their office immediately after their election at this meeting of the Board of Directors.

SECTION 6. VACANCIES: A vacancy on the Board of Directors shall be filled by the next highest vote getter of non-winners in the previous election. If that person is not available to fulfill the term of office there will be a special election by the body.

SECTION 7. PRESIDENT: The President shall preside at all meetings of the Board of Directors and of the Association, and shall perform such other duties as may be required by the Board of Directors and the Association from time to time.

SECTION 8. VICE-PRESIDENT: The Vice-President shall assist the President in the carrying out of his duties as requested by the President.

SECTION 9. TREASURER: The Treasurer shall manage all the financial affairs of the Association. He shall keep current records and give reports of the financial status of the Association at regular meeting of the Board of Directors and at the annual meeting of the Association. Each year the Treasurer shall have an annual audit of the books prior to the annual meeting of the membership.

SECTION 10. SECRETARY: The secretary shall record the votes and keep the minutes of all meetings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

SECTION II. AUTHORITY: The Board of Directors may authorize any officer or officers, or any employee in conjunction with one or more officers, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument or may authorize the Treasurer or President, in his absence, to sign checks, drafts of other orders for payment of money or notes or other evidence of indebtedness, and such authority may be general or it may be confined to specific instances. Unless specifically authorized by the Board of Directors, no officer or Director, except the Treasurer, shall have the power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it financially liable for any purpose or in any amount. The Treasurer shall sign all transactions up to \$1999.99 or in his absence the President or Vice President. Any transaction of \$2000 or greater shall require two (2) signatures, the Treasurer's, President's or Vice President's. The Treasurer shall have such authority without such specific authorization.

SECTION 12. FUNDS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Treasurer may select and for the purpose of such deposit the Treasurer or in his absence the President may endorse, sign and deliver checks, drafts and other orders for the payment of money to the order of the Association.

ARTICLE V

INDEMNIFICATION of OFFICERS

Each Director and officer of the Association (and their respective heirs, executors and administrators) shall be indemnified by the Association against any cost, expense (**including attorney's fees**), judgment and liability reasonably incurred by or imposed upon him in connection with any action, suit, or proceeding to which he may be made a party or with which he shall be threatened, by reason of this being, or having been a Director or officer of the Association, except with respect to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct as such Director or officer. In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the Association is advised by counsel that such Director or officer is not liable for willful misconduct as a Director or officer. The foregoing right of indemnification shall be in addition to any rights to which any Director or officer may otherwise be entitled.

ARTICLE VI

MEETINGS of the ASSOCIATION

SECTION I. ANNUAL MEETING: The regular annual meeting of the members shall be held at Baxter Lake Recreation Area on the **third** Sunday in July in each year or at such other time (**not more than ten (10) days before or after such date**) as may be designated by written notice of the Board mailed or delivered to members not less than thirty (**30**) days prior to the revised date for said meeting. The time of the meeting is at the discretion of the Board and must be included in the notice.

SECTION 2. SPECIAL MEETINGS: Special meetings of the members for any purpose may be called at any time by the President, by the majority of the members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership.

SECTION 3. NOTICE of the MEETING: Notice of all special meetings of the Association shall be given to the members by the Secretary. Such notice shall be delivered to the members or shall be sent through the mail, postage thereon fully prepaid to his address appearing on the books of the Association, such delivery or mailing to occur at least thirty (30) days prior to such meeting and such notice to set forth in general the nature of the business to be transacted. When a vote is to be held at a special meeting there shall be a ballot included in the mailing of the notice.

SECTION 4. QUORUM: Unless otherwise provided in these By-laws (**Article m, Section 4,f**), the Declaration of Covenants & Restrictions or by law, the presence at the meeting of members entitled to cast or of proxies to cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action.

SECTION 5. VOTING: At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing, shall designate the person to whom given and shall be filed with the **Secretary**. A proxy shall be valid for the meeting and question for which it was given. Every proxy shall automatically cease upon completed sale by the member of his lot or other interest in the property. Notice of the completion of sale shall be recorded with the Treasurer.

ARTICLE VII

ACTIVITIES of the BOARD of DIRECTORS

SECTION I. BOARD MEETINGS:

a. REGULAR MEETINGS:

1. A meeting of the Board of Directors will be held immediately following the Annual Election and Meeting of the Association to elect new officers of the Association and conduct whatever other business as necessary .

2. The Board of Directors will normally meet monthly to conduct campground business. At the discretion of the President a monthly meeting may be skipped with approval of a Quorum of the Board members.

b. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be called upon the written request of two (2) members of the Board or at the discretion of the President of the Association and shall be held at the time and place specified in the respective request and call. Notice of said special meeting shall be given to each Director in person or by telephone at least two days before the day of the meeting or by mailing such notice to him at his last known post office address at least **five** days before the day of the meeting, including the day of the mailing.

c. QUORUM: The quorum for all meetings of the Board of Directors shall be constituted by two-thirds (2/3) of the membership of the Board.

d. ACCESS to MEETINGS: Any member of the Association may observe any meeting of the Board of Directors unless the President of the Association or a **majority** of the Board decides to discuss the issue in executive session. This should take place ordinarily when sensitive personal issues are to be discussed.

e. PLACE of MEETINGS: Meetings will ordinarily be held at the Lodge. In extraordinary circumstances, at the discretion of the President of the Association, a special meeting of the Board may be held in places other than the Lodge.

SECTION 2. POWERS and RESPONSIBILITIES of the BOARD: The Board of Directors shall have the following powers and duties:

- (a) Management and control of the affairs of the Association.
- (b) To call special meetings of the Association whenever it deems necessary.
- (c) To appoint and remove at pleasure all agents and employees of the Association, rescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.
- (d) To establish, levy and assess, and collect the assessments or charges referred to in **ARTICLE III**.
- (e) To maintain, alter, repair and otherwise care for the **Common Property**. This power is unrestricted except in cases of major changes or improvements to the campground and its facilities that would require expenditure of two thousand (**\$2000**) dollars except in an emergency situation. In these cases, the Board must obtain the approval of the Association membership for such changes or improvements. This approval may be obtained at any regular or special meeting of the Association.
- (f) To adopt and **enforce rules and regulations** governing the use of the **Common Property** and the personal conduct of the members and their guests **anywhere** in the campground. This power of enforcement shall include the power given in **Declaration of Covenants & Restriction Article 8, Section 7**.
- (g) May delegate its power of enforcement to any duly constituted committee or agent; such committee or agent being directly responsible to the Board of Directors.
- (h) To cause to be kept a **complete record** of all **acts** of the **Board** and to present a statement thereof to the members at the annual meeting of the Association.
- (i) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those specifically otherwise conferred by these By-laws, the Declaration of Covenants & Restrictions or by law.
- (j) For extraordinary reasons that reflect on the integrity of the Board, a member of the Board of Directors may be temporarily suspended. If the Board member refuses, he may be suspended with due process at a meeting of the full Board of Directors by a three-fourths (3/4) vote of the Board until the Association, through a trial board or other such body, within **60** days, I can take appropriate action.
- (k) To identify any **dangerous or unsightly condition of any site** and, upon such identification and discussion at a meeting of the Board, to insist upon a reasonable remedy. If the site owner demonstrates lack of reasonable cooperation, the Board may take appropriate action to remove the dangerous or unsightly condition.

(I) To establish the following standing committees, and such other committees as the Board of Directors deems necessary, which shall be chaired by a Director:

Activities Committee

Construction Committee

Finance Committee

Newsletter Committee

Safety Committee

Site Control Committee

These Standing Committees shall each have a **Charter** which will be **kept** with the **Association** records.

ARTICLE V I I I

FISCAL YEAR

The fiscal year of the Association shall begin on the **first day of January in each year**.

ARTICLE I X

AMENDMENTS

The **By-laws** may be altered or amended by a **two-thirds (2/3) vote** of the members who are voting in person or by proxy at a meeting of the Association, notice of which, including notice of the proposed amendment or amendments, having been given to the members of the Association at least thirty **(30) days prior** to the meeting. The **quorum** required for any such vote shall be the presence at the meeting of members or proxies, entitled to cast **twenty-five (25) percent** of all the votes of the entire membership.