

BAXTER LAKE RECREATION AREA

DECLARATION OF

COVENANTS & RESTRICTIONS

The following is the basic document for establishing your title interest in *BAXTER LAKE RECREATION AREA*. It is a title instrument recorded at the Strafford County Registry of Deeds and is included by reference in your warranty deed, as if it were part of that document. Although the Declaration is lengthy, its concept is fairly simple. Your deed to *BAXTER LAKE RECREATION AREA* conveys to you, from *BAXTER LAKE RECREATION AREA, INC.*, the seller, an interest in the real estate further described below.

An interest includes the following elements.

1. The ownership of one undivided interest in the entire real property of *BAXTER LAKE RECREATION AREA* of approximately 60(+or-) acres plus any further acreage acquired as tenant-in-common with all other owners of an interest.

BAXTER LAKE RECREATION AREA will restrict the overall project density to no more than nine interests per acre.

2. The exclusive right to use a designated site, as if it were fully owned by you, subject to the restrictions outlined in the Declaration to insure that everyone uses their site in such a manner that the character of *BAXTER LAKE RECREATION AREA* will be preserved.

3. A membership share in the *BAXTER LAKE RECREATION AREA ASSOCIATION*, a non-profit corporation, established as your agent, to operate or manage the whole area. It provides central Management for the whole operation. The Association has been delegated management power, which you and other owners will control by your vote (at one vote per interest purchased) for the portion of the Board of Directors whose terms expire each year (one third of the membership of the Board). You should especially note that everyone must continue to pay his maintenance assessments. If the assessments remain unpaid, they become a lien on the interest, subject to enforcement by foreclosure, sheriffs sale, or any other remedy available to the Association, and they must be paid to clear title at the time each interest is resold. If the assessments remain unpaid an owner is in default in his obligations under this Declaration of Covenants and Restrictions which may result in the loss of privileges and the right to enjoy the use of the property, as provided for herein.

The Site Control Committee of the Association is given broad powers It is charged with maintaining the architectural, and aesthetic integrity of *BAXTER LAKE RECREATION AREA*.

BAXTER LAKE RECREATION AREA is what the name implies. It may not become a permanent domicile and all RV's must remain mobile, and ready for highway travel. Unsightly temporary structures and uses are not permitted. Such things as permanent skirts on campers, picket fences, permanent porches, and similar items reflecting more or less permanent residency are not allowed and may be removed summarily by direction of the Site Control Committee. The structure and organization of *BAXTER LAKE RECREATION AREA* are carefully designed to preserve the character and integrity of the City of Rochester, the scenery of the Lakes Region and the woodland environment.

No provision of the document, the Declaration of Restriction and Covenants, Master Deed, or any rules and regulations promulgated thereunder shall be construed to authorize or empower any person or entity to violate any governmental rules, or regulations or zoning ordinances, including but not limited to those ordinances of the City of Rochester, which may be applicable to the property.

Title to the entire property will be dedicated to the program of the development by virtue of the Declaration of Covenants & Restriction, which will be recorded prior to the closing of title for the first interest. Once dedicated, title to the individual site interest will be transferred to the purchasers at closing by a normal warranty deed.

During development, the Seller, called Declarant, reserves the right to establish sites within *BAXTER LAKE RECREATION AREA*, whether already surveyed or to be surveyed in the future.

Although the recreation areas are permanently dedicated to recreational purposes, and subject to the rights of interests at the time of filing the declaration, the developers will reserve, as part of its remaining interest in *BAXTER LAKE RECREATION AREA*, the right to continue to develop the roads and amenities and will particularly reserve the right to extract gravel. This introduction and attached Articles 1 (definitions) 2, 3, 4, 5, 6, 7 and 8 constitute the entire offering plan. All documents referred to in this offering plan are important.

It must be emphasized that this plan is not for the sale of unimproved land. As part of the purchase agreement, the Declarant undertakes to complete all of the recreational amenities.

The amenities will include: necessary roads, picnic areas, parking lots, picnic lots, picnic tables in the common properties and a waterfront recreation area.

There is no formal arrangement for the leasing or resale of sites, which is strictly limited by the By-laws and Rules and Regulations. If an owner wishes

to lease/rent or sell his site, he may do so, provided that he follows the rules and regulations. There will be no rental pools, or exclusive rental agency permitted

while the Declarant is in control of the area.

**Declaration of Covenants and Restriction
Master Deed
Baxter Lake Recreation Area
Rochester, New Hampshire**

This Declaration made this first day of December 1976 .by **BAXTER LAKE RECREATION AREA, INC.** of Rochester, NH and revised on September 1, 1996, and on September 1, 2003 being the sole owner of certain premises in the city of Rochester hereinafter described known as **Baxter Lake Recreation Area**.

Witnesseth That:

Whereas, Declarant is the owner of the real property described in *Article II* of the Declaration and desires to create thereon a campground with woodlands, playgrounds. open spaces, roadways. water and other utility systems and other common facilities for the benefit of said campground: and

Whereas, Declarant desires to provide for a system of ownership and rights of occupancy for the persons who will be owners of **BAXTER LAKE RECREA TIONAL AREA** wherein the members will own undivided ownership interests as tenant-in-common, and as an appurtenance to said ownership interests receive an exclusive right to occupy a named location administered by a central association to whom the members collectively have delegated the powers of administration and maintenance; and

Whereas, Declarant desires to provide for the preservation of the values and amenities in said campground and for the maintenance of said common facilities to promote and preserve the **BAXTER LAKE RECREA TIONAL AREA** and to subject the real property described in Article II and the ownership interests therein, together with such additions as may hereafter made thereto (**as provided in Article II**) to the covenants. restrictions, easement, charges and liens, hereafter set forth, each and all of which are for the benefit of said property and each owner thereof; and to delegate to said association of the owners the right to administer and enforce the covenants and restrictions. and to collect and disburse the assessments. taxes and charges hereinafter created; and

Whereas, Declarant desires to establish a single uniform systems of covenants, restrictions, easements and ownership interests to be conveyed to purchases of undivided fractional interest on the properties known as **BAXTER LAKE RECREA TIONAL AREA** as tenants-in-common so that each deed of such interest will automatically incorporate the covenants and restrictions herein set forth. which are deemed to run with the land and the interest conveyed therein for the purpose herein contained; and

Whereas Declarant has incorporated under the laws of the State of New Hampshire, a non profit corporation. the **BAXTER LAKE RECREATION AREA ASSOCIATION** for the purposes of exercising the functions of agent of the owners as aforesaid.

NOW THEREFORE, Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and Occupied subject to the covenants, restrictions, easements and charges and liens (sometimes referred to as 'Covenants and Restrictions') as set forth herein.

Article 1

Definitions

Section 1. The following words when used in the Declaration or any supplemental declaration, the By-laws and Rules and Regulations (unless the context shall prohibit) shall have the following meanings;

a. Appurtenant Interest: (1) The interest of an owner in the assets of the Association: (2) The membership in the Association. (3) The exclusive right to occupy a designated site.

b. Board of Directors: The Board of Directors of the **BAXTER LAKE RECREATION AREA ASSOCIATION**, as it may be from time to time constituted in **accordance with the by-laws or law.**

c. By-laws: The By-laws of the Association

d. Owners: The record owner, whether one or more persons, of the fee simple title to an undivided interest in the properties, but notwithstanding any applicable theory of mortgage law, it shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or otherwise. The term owner shall not include tenants or occupants to whom the obligation and rights of an owner have been delegated in the lease or occupancy document.

e. Site. Any numbered site designated as such by Declarant

f. Association or Club: The **BAXTER LAKE RECREATION AREA ASSOCIATION**, the agency and attorney-in-fact coupled with an interest to whom the powers of management maintenance of the property, and the collection and disbursement of assessments, charges and taxes have been delegated by the owner of **BAXTER LAKE RECREATION AREA.**

g. Common Charges: The charge assessed against each owner interest for the periodic share of common expenses allocated to a owner interest shall be equal for all interests. The Association shall collect the common charges as agent for the owners in order to pay the common expenses.

h. Common Expenses:

1. Expense of administration, maintenance, repair or replacement of common properties and portions of the sites maintained by the Association pursuant to the by-laws, including cost of taxes, municipal assessments or insurance.

2. Expenses declared as common expense by provisions of this Declaration or by the by-laws.

3. Expenses agreed upon as common expense by the Association and lawfully assessed against the owners in accordance with the by-laws.

4. Any valid charge against the property as a whole.

i. Common Properties: roads, beach area, sewage systems and so forth.

j. Declarant: **BAXTER LAKE RECREATION AREA, ASSOC.**, the subscriber of this instrument and the developer.

k. Declaration The Declaration of Covenants and Restrictions of

BAXTER LAKE RECREATION AREA, ASSOC., Rochester, New

Hampshire (this document) as it may from time to time be supplemented or amended.

l. Manager: A person, firm or corporation employed or engaged as an independent contractor to perform management services for the property. The term includes management agent. The Declarant may be manager under a separate contract.

m. Member: An Owner who is a member of the Association as provided in Article III, Section 1

n. Occupancy Right: A real property right in the form of an exclusive easement for the use of a site subject to restrictions, limitations, easements, rights and conditions of the Declaration, By-laws and Regulations.

o. Person: An entity legally capable of holding an interest in land under the laws of the State of New Hampshire.

p. Properties: All existing land and additions thereto which is subject to this , Declaration or any supplemental declaration under the provisions of Article II.

q. Recreational vehicle: Any vehicle meeting the specific requirements as stipulated in Article III, Section 5,(2) of the By-laws as enacted from time to time by the Association).

Upon approval of the Site Committee and a proper City of Rochester permit, a porch, a deck , or enclosure may be constructed providing it does not exceed 10 feet in width and the length of the trailer.

r. Rules and regulations. Rules and Regulations for the use of the property made and promulgated by the board of directors pursuant to the by-laws.

s Patio. raised area of ground level.

t. Platform: raised flooring or structure without railings.

u Porch: raised flooring or structure with a railing and/or roof or awning.

v. Enclosure: Any patio, platform or deck with sidewalls and roof.

w Storage Sheds: wood structures not larger than 80 square feet.

x. Deck: raised flooring with railings not to exceed 36" in height

Article 2

Property Subject to this Declaration Additions Thereto

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration located on Rochester, New Hampshire and is more particularly described in exhibit A attached hereto.

Section 2. Establishment of site on the property. Sites are hereby established on the property subject to this Declaration in the following manner:

Campsites will be located by the Declarant setting four or more markers on the approximate location shown on the plan of development showing boundaries of the site. If markers are lost or removed, the location can be re-established by the board of directors of the Association to incorporate within the site area all of the improvements of the site and to conform to the plan of development. Board's decision will be final.

Article 3

Membership, Voting Rights and Shares in the Association

Section 1. Membership. Every person who is a record owner of an interest shall be a member of the Association provided that any person or entity who holds such interest merely as a security for the performance of an obligation (such as a mortgage) shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership. Members shall be all owners of site interests and shall be entitled to one vote for each site interest. When more than one person holds such a site interest or interests, all such persons shall be members and the vote for each site interest shall be exercised as they may determine but in no event shall more than one vote be cast per site interest.

Section 3. Shares. For purpose of dissolution or distribution of assets only, members shall be deemed to own one equal share of the assets of the association for each site interest which they own.

Article 4

Property Rights in the Common Properties

Section 1 Owners Rights. Subject to the provisions of **Section 2**, every owner shall have an undivided ownership interest as tenant-in- common in and to the overall property and such right shall be part of and shall pass with the title to every site interest. The fractional interest of each tenant-in-common shall be based on the total sites sold, and the time or phase in development in which the owner acquires his ownership interest shall not operate to increase or diminish such interest.

Section 2. Extent of ownership rights. The undivided right of ownership as tenant-in-common conveyed to owners of site interests shall be subject to the following;

- a. The exclusive occupancy right of owners pursuant to the definitions of **Article 1**. A site will be designated in the deed to each undivided interest.
- b. The right of the Association as provided in its Articles and By-laws to suspend the enjoyment rights of any member for infraction of its published rules and regulations and to assess liquidated minimum damages in the amount of \$50.00 for each such offense as well as such specific damages as may be reasonable under the circumstances.
- c. The right of the association to enforce and to manage the common properties to the mutual benefit and pleasure of the owners.
- d. The right of any owner to partition is hereby expressly deemed to be waived for the period of the Declaration by acceptance of ~ site interest.
- e. Such ownership rights and restrictions reserved to the Association or the Declarant

Article 5

Covenants for Maintenance assessments

Section 1 Creation of the lien and personal obligation for assessments. By acceptance of a deed for a site interest, each owner thereby covenants and agrees to pay to the Association;

- 1.) annual assessments or charges.
- 2.) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- 3.) assessments for those charges and damages levied or collected pursuant to **Article IV, Section 2** and under the **By-laws** and subsequently unpaid. The annual and special assessments together with interest and cost of collection, shall be a charge on the land and shall be a continuing lien upon the site interest against which each such assessment is made. Each such assessment together with interest and cost of collection, shall also be the personal obligation of the person owning such site interest at the time when the assessment becomes due and payable.
- 4.) All assessments are made under the authority of the By-laws of the Association.

Section 2 Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners and occupants of the properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties including, but not limited to, payment on behalf of the owners of taxes and insurance thereon, repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3 Basis of annual assessment.

A. The Association shall from time to time establish a **basic annual dues site assessment** applicable to all sites. Once the annual site assessment has been established by the Association said assessment may thereafter be amended pursuant to the provision of **Article 5, Section 5**.

B. A Tax assessment will, from time to time, at the discretion of the B.O.D, be established by the B.O.D. applicable to all sites. This assessment will be based on the annual tax bill received each year from the City of Rochester. This assessment will be divided and paid for equally by the number of sites owned by the Association members. This assessment may be collected along with the annual dues assessment.

Section 4. Special Assessments for capital improvements. In addition to the annual assessments authorized by **Section 3** hereof, the Association may levy in any assessment year a special assessment applicable to no more than five years for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of **two third (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose**. A written notice of such meeting shall be sent by mail to all members at least **thirty (30) days** in advance and shall set forth the purpose of the meeting.

Section 5 Change in basis of annual assessment. The Association may change the annual site assessment only with the consent of **two thirds (2/3) of the members voting, in person or by proxy at a meeting duly called for this purpose of amending the annual site assessment**. As part of the notice to all members of a proposed meeting to amend the annual site assessment, said members must be notified in writing, at least thirty (30) days in advance of the meeting, of the proposed amendments in the annual site assessment to be voted upon.

Section 6. Quorum for any action authorized under Section 4 and 5. The quorum required for any action authorized by **Section 4 and 5** hereof shall be as follows:

At the first meeting called, as provided in **Section 4 and 5** hereof, the presence at the meeting of members or proxies entitled to cast **sixty (60%) percent of all the 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 **Section 4 and 5**, 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.

Section 7. Due dates of annual assessments. The annual assessments provided for herein shall become due and payable upon a date determined by the board of directors of the Association. Different site interests or groups of site interest may have different dates of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. ***The assessment for any subsequent year shall become due and payable on the first day of March of said year.***

Section 8. Duties of the Board of Directors. The board of directors of the association shall fix the date of commencement and the amount of the assessment against each lot owner interest for each assessment period at least ***thirty (30) days*** in advance of such date or period and shall prepare a roster of the properties and applicable assessments which shall be kept in the office of the association and shall be open to inspection at all reasonable times. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall upon request furnish any owner liable for an assessment a certificate signed by an officer of the Association, stating that said assessment has been paid.

Section 9. Effect of nonpayment of assessment. If any assessment is not paid when due as specified herein, then it shall be determined to be delinquent. Upon such a happening, the Board of Directors shall then cause a notice of delinquency to be sent by registered mail, return receipt requested, to the unit owner of record. The mailing of said notice to the address of record shall constitute sufficient notice under this section. Said notice shall advise the unit owner of the delinquency and the provisions of this **Article 5, Section 9** of the Declaration of Covenants and Restrictions. If the delinquency, all accrued interest, costs and penalties, are not paid in full within thirty days of the note of delinquency, then the Board of Directors may, in their sole discretion, proceed with all remedies available to them under the law, including but not limited to the following;

1. **Record a lien** against the property in the Strafford County Registry of Deeds, which will constitute notice to all third parties of the existence of the lien and the lien against the unit owners interest, and or;
2. **Foreclosure** upon the lien pursuant to the terms and conditions of this Declaration of Covenants and Restrictions, and or;
3. **Commence a civil action**, in any Court or competent jurisdiction, to obtain judgment against the unit owner and thereafter, proceed by Sheriffs Sale of otherwise, to execute upon any and all judgments obtained

If the assessments is not paid **within thirty days** of its delinquency, then it shall bear interest at the rate of **18% per annum**, or in another amount to be established at the annual meeting of unit owners. The unit owner shall also be personally obligated for any and all costs including professional and attorney's fees, incurred by the assessment. Said costs shall constitute a lien against the unit owner's interest and shall be the personal obligation of the unit owner.

Article 6

Common Elements, Non-Disturbance Agreement and Encroachments

Section 1. Pipes, ducts, cables, wires, public utility lines, pathways, driveways, and other common elements located inside the sites. Each site and the common properties shall have the right of non-disturbance in common with all other sites for pipes, wires, ducts, cables, conduits, public utility lines, sanitary sewage facilities, pathways, and other elements located in any other sites and serving such site. Each site shall be subject to an obligation not to disturb and a license to maintain in favor of other sites, and the common properties with respects to pipes, ducts, cables, wires, conduits, public utility lines, sanitary sewage facilities, pathways, driveways and other elements serving other sites and the common properties and located in each site. The board of directors shall have the right of reasonable access to each site and each structure, vehicle or tent thereon, to inspect the same, to remove violations therefrom and to maintain repair or replace the elements common to it and other sites or common properties and such appliances and facilities which the Association has the duty to maintain.

Section 2 Arbitration, boundary lines, improvements. In the event of dispute as to the location of boundary lines, the board of directors will determine the boundaries pursuant to **Article II, Section 2**. If site improvements by the owner are alleged not to be located within the site, the board of directors will cause the site to be surveyed and if the improvements are found to be outside of the site, then the owner will remove such improvements and restore the site to a natural state at the owners expense.

Article 7

Site Control Committee

Section 1 .Review by Committee. No structure improvement, equipment, paraphernalia or modification may be constructed upon properties nor shall any exterior additions or changes or alterations be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved in writing by the Site Control Committee appointed by the board. In event the board or the committee fails to act on such design within **sixty (60) days** after said plans and specifications have been :submitted for approval, permission will not be required under **Article VII** .

Article 8

Use, Purpose and Restrictions

The properties and site interests are intended to be used for the following purposes, and their use is hereby restricted as follows;

Section 1. Occupancy. A site is limited to occupancy by a single family 1 which is defined as owner.

Section 2. Use of sites. For the purpose of maintaining the natural character of the campground, no industry , business, trade or commercial activity shall be conducted, maintained or permitted in relation to any site nor shall any signs or other displays or advertising be maintained on any site except for a single sign per site as permitted by the general resolution of the board of directors which will be made at the initial meeting of the board as it may be amended from time to time.

Section 3. Temporary Structures. No site may be used as a permanent residence. Every occupancy must maintain a permanent, fully furnished domicile elsewhere; and the location and address of such residents will be kept on file with the Association. Residence may, from time to time, be further defined and qualified by By-laws promulgated under the terms and conditions of the Declarations of Covenants and Restrictions.

Section 4. Structures and recreational vehicles. Structures and recreational vehicles. No permanent structure shall be constructed or placed on any site except a fireplace, patio, platform, enclosure, deck, storage shed, tent pad, water, sanitary or electric service, parking pad, and refuse container. No temporary structure is permitted other than one recreational vehicle with accessory tents, wings, flies, furniture, and the like to such recreational vehicle. Recreational Vehicles shall be parked only on sites and in visitor parking area designated by the Board of Directors. Effective 09/01/2003, any temporary or permanent structure and all recreational vehicles must meet the definitions and limitations as stipulated in Article 1, Section 1 of these Covenants and Article III, Section 5(2) of the By-laws and each site must conform to meet all required set backs and to provide off street parking within that site for at least one automobile. Any temporary or permanent structures or Recreational Vehicles in place as of 09/01//2003 which are not in compliance must be brought into compliance at the time any changes are made within that site. Any Recreational Vehicle in place on 09/01/2003 which does not meet the required Association approvals in Article III, Section 5(2) of the By-laws will be grand-fathered until such time as it is replaced.

Section 5. By-laws and rules and regulations. The use of the properties by all owners and all other persons authorized to use the same shall be at times subject to the by-laws and such rules and regulations as may be prescribed governing such use, or which may hereafter by prescribed by the board of directors

Section 6. Covenant Amendments. In attempting to **amend** the Declaration of Covenants and Restrictions each member shall receive a detailed outline of the proposed amendments to be acted upon at least **thirty (30) days** prior to the date of the proposed vote. Each proposed amendment will then have to be voted upon by a **2/3 majority to pass same. A quorum of 60% of the voting membership either in person or by proxy** is needed in order to have such a vote. Upon acceptance, these amended changes must be registered at the Strafford County Registry of Deeds.

Section 7 Liquidated charges. The Association, acting through its board of directors, shall have the right to levy, without legal action, liquidated charges in addition to actual damages suffered by it or by its members for violations of these regulations and such other rules and regulations which may be duly adopted by it, providing that the charge for a single violation may not **exceed fifty dollars (\$50)**. For each day that a violation continues after written notice, it shall be considered a separate violation. Any charge so levied is to be collected as a common charge against the particular owner involved, and collection may be enforced by the board of directors in the same manner as it is entitled to enforce collection of common charges. Such levy of charges shall not constitute a waiver of the right to bring action for damages or injunction relief as provided by law or the power to suspend membership privileges as provided in **Article IV** of the by-laws.

BAXTER LAKE RECREATION AREA ASSOCIATION, its Directors and members assume no responsibility for, nor do they authorize any member of the Association or anyone else to violate and governmental rule, regulation, zoning ordinance or the like. **BAXTER LAKE RECREATION AREA ASSOCIATION** is not by the enactment of these measures indicating that any of these measures are necessary in compliance nor not in compliance with any rule, regulation, zoning ordinance or the like.

It is the sole responsibility of any member or entity acting under these rules to ensure that all actions taken are in compliance with all applicable governmental rules, regulations and zoning ordinances.