PART A
DECLARATION OF COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS
As Amended
(See Merrimack County Registry of Deeds Book 2362, Page 1495 and Book 2516, Page 1276)

1. ARCHITECTURAL AND SITING REVIEW.
No structure shall be commenced, erected, placed or permitted to remain in any portion of Great Pines, nor shall any existing structure or landscape be altered in any fashion, other than decorative change or in an emergency situation which changes the exterior appearance thereof unless permission in writing to do so has first been obtained from the GPOA board, in accordance with the policy and procedures adopted for this purpose and outlined below. No completed structure in Great Pines shall have a footprint exceeding 2,500 square feet, including garages, or a height of more than three stories, including the required basement. The area cleared in any lot shall be minimized and cannot exceed one half of the actual lot, including any area cleared for the footprint of the completed structure, accessory buildings, driveway, lawns and parking. The right to prohibit the construction or alteration of any structure which is not well-sited, or is not compatible with the style, appearance and value of existing structures or with the architectural scheme and concept created for Great Pines, is specifically reserved for GPOA. All construction and alterations are governed by the regulations of the Town of New London, as required by its building permit process.

1a. MAINTENANCE AND REPAIRS. Maintenance of the outside surfaces of all structures in Great Pines shall be the responsibility of each owner. However, if GPOA provides written notice of a violation of this provision, the owner will have 10 days to begin such maintenance and repair and 30 days to complete such repairs. If the owner has not done so within the time limit, such maintenance and repair may be performed by GPOA, and assessments to pay for such as provided in Part II, Section 7 (d) of the Bylaws.

1b. REMOVAL OF DEBRIS. In the event a structure in Great Pines is destroyed in whole or in part by fire, windstorm or other casualty, GPOA may, as provided in the Bylaws, Part V, Section 4 (b), remove the debris and do such things necessary to render the site of the casualty safe and to make assessments therefore.

1c. GROUNDS, ROADS, AND UTILITY MAINTENANCE AND OTHER SERVICES. Road maintenance, repair and repaving, as well as repair and maintenance of utilities are the responsibility of GPOA. Snow plowing and shoveling to make homes accessible, maintenance of Common Land, caring for Lot Yard Areas and maintaining berms and level spreaders (erosion controls) in Common Land and Lot Yard Areas shall be performed by GPOA to the extent required in its Bylaws or by a vote of its members. Assessments shall be made as provided in the Bylaws, Part V, Section 3 (a) and (b) to provide funds to carry out these services.

1d. WATER AND SEWAGE. No individual on-site water and/or sewage systems are permitted, but lot owners must use water and sewage systems maintained by the Town of New London and the New London-Springfield Water System Precinct.

1e. WATER MONITORING. GPOA shall be responsible to pay for water monitoring to be performed by the Little Lake Sunapee Protective Association on not more than four (4) predetermined sites along the

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intermittent stream indicated on the Plans of Great Pines, unless circumstances require additional or different sites. Water samples will be collected at the discretion of the Little Lake Sunapee Protective Association but will not exceed three (3) times per year, unless water samples exceed normal levels of tested parameters. Water samples will be tested for conductivity, turbidity and total phosphorus, unless other tests become necessary based on circumstances. Should the Little Lake Sunapee Protective Association fail to monitor the water, the Town of New London is authorized to act in its stead, also at the expense of GPOA, in accordance with Part I, Section 6 of the Bylaws. Water testing results will be reported promptly to the New London Conservation Commission and GPOA in writing. Should water testing results exceed normal levels of tested parameters, GPOA agrees to correct immediately all physical causes of such results. If GPOA fails to correct such causes, the Town of New London is authorized to make necessary repairs at the expense of GPOA in accordance with Part I, Section 6 of the Bylaws.

2. **SUBDIVISION.** No lot in Great Pines shall be further subdivided.

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

4. **PARTITION.** No owner of an undivided interest in common land shall institute, cause, permit, participate or acquiesce in permitting the institution of any action to partition or separately identify his interest in said common land.

5. EASEMENTS FOR ROADS. GPOA reserves the right and easement to construct, maintain and use roads and ways within a distance of 25 feet of the centerline of all roads in all phases of the development as more particularly described on any plans which may be recorded, and the right to construct and maintain slopes, embankments and drainage beyond said limits.

6. UTILITY EASEMENTS RESERVED. GPOA reserves the right and easement to construct, maintain, repair and service lines, wires, pipes and all other necessary and appurtenant equipment for the installation and maintenance of sewer, water, electric, telephone or other utility service on or through lots and common land. The exact location of said easements to be permanent upon the installation of lines, pipes and equipment on lots and common land.

7. RIGHT TO ALTER ROADS, LOCATION OF AMENITIES. GPOA reserves the right to change or alter the location of roads, the location or size of any 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, such change or alteration does not have substantial adverse effect upon the value of any unit. Such changes are subject to the approval of the New London Planning Board.

8. RIGHT TO ALTER COMMON LAND AND BUFFERS. The Common Land may not be altered. A 100-foot Buffer around all Great Pines phases must be maintained, combined with sufficient common land to meet the required density calculations.

9. ASSOCIATION MEMBERSHIP REQUIRED.

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(a) Every lot owner is, and shall be, a member of "Great Pines Owners' Association" and is subject to its Bylaws and bound by its lawful acts. All property in Great Pines is subject to the Bylaws and other lawful acts of GPOA.

(b) Every lot owner, by acceptance of his deed, consents and agrees to all the provisions of Part B hereof (the Bylaws), and specifically to those which impose a lien for unpaid assessments and authorizes judicial action for non-payment thereof.

10. APPLICATION TO ADDITIONAL PREMISES. GPOA may acquire, with appropriate approvals of the members, title to additional adjacent land, which it may then desire to develop for whatever purposes are approved by the members. Part or parts of such adjacent land can, from time to time, be added to Great Pines following approval of the New London Planning Board by GPOA filing an amendment to this instrument with the Merrimack County Registry of Deeds. Such amendment may be executed solely by GPOA notwithstanding any other provision to the contrary.

11. USE OF COMMON LAND. All owners of lots in Great Pines have the right to use the Common Land in Great Pines, subject, however, to the following restrictions as well as those set forth in 17-21 inclusive thereof.

(a) No waste shall be created and specifically no trees, shrubbery or brush shall be cut without the consent of the GPOA board. Cutting in Common Land and the 100-foot Buffer surrounding Great Pines is restricted to removing dead and diseased trees and clearing new, invasive underbrush. A healthy, well distributed stand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place.

(b) No structures of any type or nature, however temporary, shall be erected, placed, or permitted on Common Land or the Buffer.

(c) No snow machines, ATV or other motorized vehicles of any type are permitted on Common Land or Buffer except for licensed vehicles' use of roadways and maintenance vehicles operated or hired by the GPOA board.

(d) No fires are permitted on Common Land or the Buffer.

(e) No habitation of any kind or duration is permitted on Common Land or the buffer.

12. USE OF LAND WITHIN LOT BOUNDARIES. Use of conveyed Lots is restricted to the home and other structures, including walkways, paths and patios, approved through the architectural and siting review. No trees, brush, landscaping, landscaped berms or other drainage features shall be cut or altered without the permission of the GPOA board. A healthy, well distributed stand of saplings, shrubs and ground cover and their living undamaged root systems shall be left in place.

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13. EMERGENCY REPAIRS. GPOA shall have the right to enter any premises in Great Pines in order to effect such repairs.

14. ENTRY FOR ORDINARY REPAIRS. GPOA reserves the right to enter any lot to perform such maintenance and repair work described in Parts A and B hereof.

15. NONRESIDENTIAL USE PROHIBITED. No structures other than a single-family residence shall be constructed, placed or permitted upon any land in Great Pines. No owner shall use his unit for any purpose other than residential. This section shall not be construed to prevent any owner from renting or leasing his unit for residential purposes for periods exceeding four consecutive months.

16. NUISANCES PROHIBITED. No person shall make any use of any portion of Great Pines which constitutes a nuisance to, or annoyance to other owners, or which constitutes a fire hazard.

17. SIGNS AND OUTSIDE STORAGE. No signs shall be permitted in Great Pines except each owner may maintain a name and address sign not to exceed two square feet. No snow machines, campers, boats or unregistered cars may be stored permanently (for more than 30 days) in outside storage.

18. FENCES. No fences shall be erected on Common Land. Fences on lots are subject to Architectural and Siting Review under Paragraph 1 herein.

19. PETS AND LIVESTOCK. No livestock shall be kept or permitted in Great Pines. Pets may be kept in dwellings and on lots and are permitted on common land when restrained. GPOA reserves the right to revoke this permission based on complaints by other owners.

20. OVERHEAD LINES PROHIBITED. All electrical and telephone service lines shall be placed underground.

21. CONSTRUCTION COMPLIANCE. All construction is subject to the Cluster Development and Major Subdivision Plan as approved by the New London Planning Board, the New London Zoning Ordinance, the New London Land Subdivision Control Regulations and the New London Building Permit System.

Any provision of the Great Pines Owners' Association Part A, Declaration of Covenants, Reservations, Restrictions and Easements, as amended, that is prohibited or unenforceable in any governing jurisdiction shall, as to such jurisdiction, be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law and shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, Great Pines Owners' Association has hereunto set its hand this _____ of _____, 2017.

GREAT PINES OWNERS' ASSOCIATION

For approval on 2017_10_07

By_____

_____, Secretary

Duly Authorized

For approval on 2017_10_07

GREAT PINES OWNERS' ASSOCIATION
PART B
BYLAWS
As Amended
(See Merrimack County Registry of Deeds, Book 2362, Page 1501 and Book 2516, Page 1279)

THIS AMENDMENT is made as of this _____day of _____, 2017 by Great Pines Owners' Association, a New Hampshire non-profit corporation, with a place of business in New London, County of Merrimack and State of New Hampshire. The amendment procedures set forth in Great Pines Owners' Association Bylaws, Part I, paragraph 10 have been complied with in full.

PART I
GENERAL PROVISIONS

1. APPLICATION.

The management and administration of Great Pines Owners' Association (hereinafter referred to as GPOA) shall be regulated by these Bylaws. All present and future owners of any interest in GPOA, including visitors, tenants, occupants or persons who in any way use any of the facilities of Great Pines, shall hold such interest, visit, lease, occupy or use said facilities subject to these Bylaws.

These Bylaws shall automatically apply to any property which may be added to Great Pines upon recording in the Merrimack County Registry of Deeds of an instrument submitting such additional land to the Declaration of Covenants, Reservations, Restrictions and Easements which include these Bylaws.

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 Great Pines shall constitute acceptance by the actor that these Bylaws 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:

2.1 provide, care for, and maintain the common lands and roads situated within Great Pines
2.2 make, alter and repeal rules and regulations governing the use of said facilities for the common good of GPOA
2.3 amend and repeal restrictions, covenants, conditions, easements, operating procedures, and obligations on a uniform basis in order to protect and enhance the value, appearance, beauty and desirability of the community.
2.4 raise money by assessments or borrow upon lot owner approval as needed by GPOA
2.5 collect said assessments, or in the case of nonpayment, by filing of liens and/or actions or

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petitions in 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 Great Pines so as to promote a congenial, valuable, attractive and pleasant residential community.

3. DEFINITIONS.

Certain of the terms used in these Bylaws and the attached Declaration of Covenants, Reservations, Restrictions and Easements shall have meaning as follows, unless the context clearly indicates a different meaning thereof.

3.1 "Assessment" means the portion of the cost of maintaining, repairing, and managing the Common Area and the individual Lot Yard Areas which is to be paid by each Lot Owner.

3.2 "Association" means the Lot owners acting as a group in the form of a NH voluntary nonprofit corporation organized pursuant to New Hampshire RSA 292 under the name "Great Pines Owners' Association" hereinafter referred to as GPOA.

3.3 "Board" or "Board of Directors" means the executive and administrative entity designated in these Bylaws and Declaration of Covenants, Reservations, Restrictions and Easements of GPOA as the governing body.

3.4 "Buffer" A buffer strip having a minimum depth of one hundred (100) feet shall be provided between any proposed structure within the development and the perimeter of the tract. No dwelling, accessory structure, or parking area shall be permitted within the buffer strip. The Buffer strip may be included as part of the common land.

3.5 "Bylaws" means the instrument attached hereto as Part B and made a part hereof, which instrument provides for the self-government of GPOA.

3.6 "Common Land" means all that portion of the Premises other than the lot owner lots, the use of which is reserved for the benefit of all Lot Owners as shown on the recorded plans.

3.7 "Common Expenses" means all approved expenditures lawfully made or incurred by or on behalf of GPOA, including those made to maintain or repair the Common Areas or the Lot Yard Areas and required water monitoring, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to all provisions of the Covenants and all amendments thereto.

3.8 "Declarant" means GPOA, a New Hampshire voluntary non-profit corporation with a mailing address of P O Box 1802, New London, NH 03257 - 1802.

3.9 "Duly Recorded First Mortgage Holder" means one or more commercial or savings bank, savings and loan association, trust company or pension fund, regularly engaged in financing the purchase, construction or improvement of real estate.

3.10 "Lot" means a portion of the premises intended for independent ownership, use and occupancy as a single-family residence as such term is defined by the New London Zoning Ordinances.

3.11 "Lot Yard Area" means that portion of each of the 22 lots which is not improved by a residential dwelling or accessory structure, and including, without limitation, yards, walkways, berms and level spreaders (erosion controls) .

3.12 "Lot Owner" means one or more persons, who owns a lot and appurtenant membership in GPOA.

3.13 "Person" means a natural person, corporation, partnership association, trust or other entity capable of holding title to real property or any combination thereof.

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3.14 "Share" means the Lot Owner's share of the Common Expenses attributed to each lot as set forth in the Bylaws.

3.15 "Subsequent Amendment" means any amendment to these Covenants which adds additional property to the coverage of the Covenants. Such "Subsequent Amendment" may, but is not required to, impose additional restrictions and obligations on the land submitted by such Amendment to the provisions of these Covenants.

4. DESCRIPTION OF DEVELOPMENT KNOWN AS GREAT PINES.

4.1. Description of premises. The following conveyances constitute the land subject to the provisions of GPOA:

1. Deed from Chad Heath and Holly Heath to Forest Pines, LLC dated January 7, 2002, recorded in Volume 2336, Page 876 of the Merrimack County Registry of Deeds.

2. Deed from James E. Bewley, as Trustee of the James E. Bewley Revocable Trust - 1997 under indenture of trust dated 11/25/97 and Dorothea G. Bewley, as Trustee of the Dorothea G. Bewley Revocable Trust - 1997 under indenture of trust dated 11/25/97, to Forest Pines, LLC dated May 3, 2002, recorded in Volume 2362, Page 1489 of the Merrimack County Registry of Deeds.

3. Deed from Catherine E. Staniunas to Forest Pines, LLC dated June 28, 2002, recorded in Volume 2388, Page 590 of the Merrimack County Registry of Deeds.

4. Deed from Charter Trust Co., sole Trustee of the Alma H. Cricenti Trust - 1988, to Forest Pines, LLC dated December 2, 2002, recorded in Volume 2451, Page 261 of the Merrimack County Registry of Deeds.

5. Deed from James E. Bewley, as Trustee of the James E. Bewley Revocable Trust - 1997 under indenture of trust dated 11/25/97 and Dorothea G. Bewley, as Trustee of the Dorothea G. Bewley Revocable Trust - 1997 under indenture of trust dated 11/25/97, to Forest Pines LLC dated January 3, 2003, recorded in Volume 2451, Page 264 of the Merrimack County Registry of Deeds.

4.2 Description of Lots. A total of twenty-two (22) lots comprise the development known as Great Pines. They are shown on Subdivision Plans recorded as: #15832, dated 4/15/02; #15870, dated 5/9/02; #16051, dated 9/19/02; #16102, dated 10/24/02; and #16427, dated 6/12/03 in the Merrimack County Registry of Deeds.

4.3 Description of Common Land. The Common Land consists of all real and personal property now or after owned by GPOA for the common use and enjoyment of all the Lot Owners, including without limitation the following:

4.3.1 The roadways, common land, including the Buffer area, trails and open space comprising that area shown as Common Land A (including the Buffer Area), all as shown on the recorded subdivision plans.

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4.3.2 The water supply, sewage disposal, electrical, telephone and cable television systems serving the Lots, to the extent they are not owned by the supplier of the utility or other service (but not including any portion thereof contained within and servicing a single Lot.)

5. MEMBERSHIP. The membership of GPOA shall consist of, and be limited to, owners of lots in Great Pines. There shall be one vote per lot, for all GPOA business matters. In the event that 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.

6. ENFORCEMENT BY THE TOWN OF NEW LONDON. In the event that GPOA fails or refuses to enforce the Provisions of the Covenants, Reservations, Restrictions and Easements of the Great Pines Owners' Association within thirty (30) days of such written notice from the Town of New London of a violation thereof, the Town of New London shall be entitled to bring action to enjoin the violation or specifically enforce the provisions.

7. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the individuality of any part of these Covenants and Bylaws shall not affect in any manner the validity, enforceability, or effect the balance of the Covenants.

8. CONFLICT WITH OTHER INSTRUMENTS. In the event that one or more provisions of the Covenants, Bylaws, deeds to lot owners or similar instruments conflict or are inconsistent, the provisions of the Covenants, Reservations, Restrictions and Easements shall control.

9. CONSTRUCTION. These Bylaws shall be interpreted liberally so as to give effect to and assist and aid in the implementation of the overall plan for the management and government of Great Pines.

10. AMENDMENT. Except as otherwise provided in these Bylaws, any provision hereof may be amended upon a majority vote of the membership present or by proxy and voting at a duly held meeting of the members of GPOA. Such amendment shall become effective upon recording a copy thereof, duly attested by the Secretary of GPOA in the Merrimack County Registry of Deeds. Any Amendment to these Bylaws must first be approved by the New London Planning Board.

PART II
BOARD OF DIRECTORS

1. COMPOSITION. The powers and duties of GPOA shall vest in a Board of three Directors, all of whom shall be lot owners of GPOA.

2. ELECTION TERM. Each Director shall hold office for a term of three years, or until his successor is elected and has qualified to fill an unexpired term of office, whichever applies. One Director shall be elected at each GPOA annual meeting to allow for a staggered three-year term for each Director. Their term of office will begin January 1 of the year following the date of the annual meeting.

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3. VACANCIES. Whenever a vacancy on the Board exists, the remaining Directors shall appoint a member to serve until the next annual meeting of GPOA at which the lot owners shall elect a person to complete any unexpired portion of the term. In the event two or more positions on the Board are vacant, the lot owners shall fill said vacancies by holding a special meeting.

A vacancy shall occur when a Director ceases to qualify for membership in GPOA or by the resignation, removal or death of a Director.

4. REMOVAL. Three or more lot owners of GPOA who wish to remove a Director shall submit their written request to the Board, who may call a meeting. If the Board votes to deny the lot owner(s) request, the lot owner(s) shall have the right to include the matter on the agenda for consideration at the next annual meeting. Any GPOA Director can be removed by a 2/3 vote of the total membership present and voting at any annual or special meeting of GPOA, notice of the time and subject of which is mailed or sent electronically to all lot owners at least 20 days prior to the date thereof, and further provided that they immediately fill the vacancy created by said removal.

5. VOTING. 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.

6. MEETINGS OF THE BOARD. The Board shall determine the times and place of its meetings. The President of GPOA or two members of the Board may call a meeting. Notice of all board meetings- including date, time, location and agenda - shall be hand delivered, sent electronically or by mail to all GPOA lot owners 10 days prior to the meeting. Meetings will be held at least quarterly.

Draft copies of all Board meeting minutes shall be hand delivered, mailed or sent electronically by the Board President or his designee to all GPOA lot owners within10 days following each board meeting.

7. POWERS. The Board shall have all the powers and duties of GPOA provided by law, the Declaration of Covenants, Reservations, Restrictions and Easements and these Bylaws, as well as any and all other powers necessary to, or convenient to accomplish the purposes of GPOA.

Without limiting the generality of the preceding paragraph, the Board:

a. May employ a manager, to whom the Board may delegate all or part of its duties, and such other persons it deems necessary to perform its duties, either directly or through the manager, subject to approval by a majority vote of GPOA lot owners.

b. Consistent with Article 1 of the Covenants, shall review and approve the style, appearance and siting of all structures and changes to structures to ensure compatibility with the style, appearance and value of existing structures. Consistent with Article 12 of the Covenants, shall also review and approve all cutting or alteration of trees, brush, landscaping, landscaped berms or other drainage features.

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An owner is required to submit to the GPOA Board written plans and sketches for any exterior construction or alteration to the structure or landscape. All such submissions shall require a written decision be provided to the owner from the Board within 25 days. GPOA reserves the right to:

- determine if such construction or alteration is well-sited, compatible with the style, appearance and value of existing structures or with the architectural scheme and concept created for Great Pines and its landscape
- require an owner to remove or re-alter any construction or alterations which are in violation of this section, and,
- if within 10 days of written notice of a violation, the owner has not commenced reasonable action to remove, correct or terminate such violation, GPOA may take action to terminate, correct or extinguish such violation; the cost of which shall be assessed in full to the owner of the unit and be a lien thereon, subject to action as provided in Part V, Section 5 of the Bylaws.

As authorized under the Bylaws, the GPOA Board shall at the beginning of each fiscal year appoint an Architectural Review Committee (ARC) consisting of three lot owners, none of whom may be Directors, to serve as a committee to assist the GPOA Board in carrying out its architectural review and siting responsibilities in the following manner:

For all matters except proposed decorative changes (meaning a change in the exterior color of a structure, its doors, windows and shutters) or changes based on emergency conditions:

1. A lot owner will submit a draft proposal to the GPOA Board, along with a rendering or sketch and description of all work to be undertaken.
2. The GPOA Board will refer the proposal to the ARC for review and recommendation.
3. The ARC will make a recommendation to the GPOA Board within 15 days, which recommendation the Board may accept, modify or reject in its entirety, and will so notify the lot owner, in writing, of its decision within an additional 10 days.
4. If the lot owner disagrees with the ARC recommendation or the Board decision, it may appeal to the GPOA Board with new or clarifying information. Thereafter, the decision of the GPOA Board shall be final and binding.

For matters related to decorative changes, the GPOA Board may, at its discretion, approve such changes without referral to the ARC, or may refer the proposal to the ARC.

For changes based on emergency conditions, the lot owner must contact one or more members of the GPOA Board for contingent approval of the proposed change, and as soon as reasonably possible must seek final approval in accordance with the process described above.

A written record shall be maintained in the Association's records of all proceedings and decisions related to the architectural review process.

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c. Shall provide for the performance of all maintenance of all common areas and lots including snow removal, landscaping, and conservation practices. Each maintenance project shall be authorized by the current annual budget. If not in the budget, authorization shall be directed by majority vote of lot owners present at a duly held special meeting.

d. Shall direct lot owners to maintain outside surfaces of homes in an appearance compatible with existing homes. Shall have such work accomplished and billed under GPOA lien procedures, if not accomplished within 90 days.

e. Shall direct lot owners to maintain a working driveway culvert on their property. If a culvert is damaged due to homeowner activity, the homeowners, at their expense, are responsible for its repair. If the culvert is damaged due to natural causes, the association will cover repair costs. The association, at its expense, is responsible for cleaning/clearing all storm drains and working culverts on private property as well as on common property.

f. Shall direct lot owners to keep their lampposts in working order throughout the year. Lampposts should be visible and free of any obstructions. They are our only street lights.

g. Shall assure that the installed and buried propane tank on each lot that provides storage for fuel used for heat, hot water and operation of additional household appliances and/or generators remains accessible. These tanks and the fuel lines from the tanks to each house are the property and maintenance responsibility of the fuel company, which submits an annual pricing contract to GPOA. The fuel company also invoices each owner for the propane used by that owner's home. Interior maintenance of the heating system and gas line is the responsibility of each homeowner.

h. May institute law suits on behalf of GPOA and employ legal counsel as necessary to properly accomplish the purposes of GPOA.

i. May employ accounting or audit services necessary to properly accomplish the purposes of GPOA.

j. May purchase such equipment and other personal property as is necessary to properly accomplish the purposes of GPOA.

k. Shall purchase fire and liability insurance covering the common land, its assets and operations, and any other insurance required by law.

l. Shall make, amend and repeal rules and regulations governing the use of common land of Great Pines which shall become effective and binding upon a majority vote at a duly held meeting of GPOA.

m. Shall set interest rate at the beginning of each fiscal year, as required under Part V, Assessments and Liens.

n. Shall prepare and obtain approval of annual budgets, including owner assessments for common expenses and reserves.

o. Shall prepare and obtain lot owner approval of amendments to the Bylaws and Covenants.

p. Shall prepare and distribute to lot owners written operating policies and procedures involved in the ongoing management of GPOA under the Bylaws and Covenants.

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q. Shall have authority to appoint such committees as it deems appropriate to carry out its responsibilities under these Bylaws.

The Board shall have the power to expend funds as approved by the annual budget. Additional expenses require a majority vote of GPOA lot owners at a duly held meeting.

8. INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS.

a. No Director or Officer of GPOA nor any member of any committee created by the Board (any such Person is referred to herein as an "Indemnitee) shall be liable to any Lot Owner for any act or omission of such Indemnitee unless such act constitutes willful misconduct or gross negligence or is in willful contravention of the Declaration or Bylaws.

b. Subject to subsection (c), GPOA shall indemnify any Indemnitee was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such Indemnitee is or was a Director or Officer of GPOA or a member of any committee created by Board. Such indemnification shall be with respect to any liability arising out of such proceeding and shall expressly include such Indemnitee's attorneys' fees and expenses incurred in connection with the proceeding.

c. The indemnification obligation of GPOA set forth in subsection (b) shall be subject to the Board's determination that: (i) the Indemnitee acted in good faith and in his or her official capacity as a Director, Officer of committee member; (ii) the Indemnitee reasonably believed that his or her conduct was in GPOA's best interest; and (iii) the attorneys' fees and expenses incurred by the Indemnitee are reasonable. Such determinations shall be made pursuant to subsection (e) no later than thirty (30) days after the Board (or any member thereof) receives a written request therefor from an Indemnitee.

d. GPOA may pay for or reimburse the reasonable expenses incurred by an Indemnitee who is a party or is threatened to be made a party to a Proceeding in advance of the final disposition of such Proceeding if: (i) the Indemnitee furnishes the President or other Officer with a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in subsections (c)(i) and (c)(ii) above; and (ii) the Indemnitee furnishes the President or other Officer with a written undertaking, executed personally or on the Indemnitee's behalf as his or her unlimited general obligation, to repay the advance if it is ultimately determined that the Indemnitee did not meet such standard of conduct. The Board may require such undertaking to be a secured obligation.

e. The determinations described in subsection (c) shall be made by the Board by a majority vote of a quorum consisting of Directors not at the time parties to a Proceeding, except that if such a quorum cannot be obtained the determination shall be made by: (i) a majority vote of a committee duly designated by the Board (in which designation Directors who are parties may

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participate), consisting solely of two or more Directors not at the time parties to the proceeding; or (ii) special legal counsel selected by the Board or a committee of Directors in the manner prescribed in this subsection (e) or if a quorum of the Board cannot be obtained and a committee cannot be designated, selected by majority vote of all of the Directors (in which selection Directors who are parties may participate).

PART III
OFFICERS

1. **ELECTION – TERM**. The Officers shall consist of a President, a Secretary, and a Treasurer. They shall be lot owners of GPOA and shall be elected at the annual meeting of GPOA and shall serve for a term of one year or until their successors are chosen and qualified to fill an unexpired term of office. The Officers shall serve at the pleasure of the Board and may be removed by the Board. Their terms of office begin January first of the year following the date of the annual meeting at which they were elected.

2. **PRESIDENT.** The President shall:

   - act as chief executive officer of GPOA
   - within 10 days following each board meeting, cause a copy of the draft minutes thereof to be hand delivered, mailed electronically or by US Postal Service to each lot owner
   - within 30 days after the annual meeting, cause a copy of the draft minutes and approved minutes of the previous annual meeting thereof, including the budget adopted thereat, to be hand delivered, mailed electronically or by US Postal Service to each lot owner
   - obtain names, mailing addresses, phone numbers and email addresses of current owners and provide that information to the Secretary
   - be a member of the Board

3. **SECRETARY.** The Secretary shall:

   - attend and keep a record of all meetings of and actions by the Board and GPOA
   - keep and file all records, documents and other papers of the Board and GPOA, including filing official documents with the Merrimack County Registry of Deeds
   - as directed by the President, notify lot owners with hand delivery, electronically or by US Postal Service prior to all GPOA meetings
   - maintain a complete list of owner's names, mailing addresses, phone numbers and email addresses and update lot owners by submitting new lists electronically as changes occur

   The Secretary shall not be a member of the Board.

4. **TREASURER.** The Treasurer shall:

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- have custody of all funds of GPOA
- keep, maintain, or have maintained, all books, records and documents pertaining to the financial affairs of GPOA
- maintain bank and related financial accounts, as approved by the Board
- render a report at the GPOA Annual Meeting including a proposed budget for operation of GPOA for the upcoming fiscal year to include amounts required, if any, to account for deficits in prior year budgets and/or expenditures greater than insurance proceeds required to restore damaged common property; and to include the proposed assessments to support that budget and other expenditures. Said proposed budget and proposed assessments shall be submitted to the Board for review on or before September 1 of each year.
- Maintain financial reserves for capital needs, including road repair and maintenance, contingencies and such other reserves approved by the Lot Owners, and propose additions to and uses of such reserves as part of the annual budget proposal
- Send quarterly assessment bills to all GPOA lot owners by electronic mail or US Postal Service
- file periodically any GPOA tax return as required by law

The Treasurer shall not be a member of the Board.

PART IV
MEETINGS

1. ANNUAL MEETINGS OF GPOA.

a. Annual meetings of GPOA shall be held within the first two weeks of October at an announced location in New London, NH, or at such other time and place (which shall be no more than 20 days before or after such date) as the Board shall direct.

b. At the Annual Meeting, lot owners shall elect Directors and Officers as required by these Bylaws for terms of office commensurate with the calendar year, and transact any other business of GPOA. The Annual Meeting shall also include a presentation of the proposed budget for the following year, a review of the current expenditures and a vote of GPOA lot owners on the proposed budget presented by the Treasurer.

c. Within 30 days after the Annual Meeting, the President or his designee shall send copies of the adopted budget and the draft minutes of the meeting to each lot owner, either electronically or by US Postal Service.

2. SPECIAL MEETINGS. Special meetings of GPOA may be called at any time by the President, by a majority of the Board, or by the lot owners, provided that at least 1/3 of the total voting power shall join in such a call.

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3. **NOTICE**. Written notice of all meetings, (with the exception of adjourned meetings as noted in Section 4 (c) below) shall be mailed electronically or by US mail to each lot owner 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.

4. **QUORUM**.

   a. The presence of 50% plus one (1) of the total voting power of the lot owners in person or proxy shall constitute a quorum. GPOA shall conduct its business by majority vote.

   b. In the absence of a quorum, a majority of the persons present may vote to adjourn the meeting to a time not more than 60 days and not less than 20 days after the original meeting. At said rescheduled meeting, proxies received up to the date thereof shall be counted and the quorum shall be 25% of the total voting power of the lot owners.

   c. The President shall cause notices of said adjourned meeting and the reason therefore to be mailed electronically or by US mail to all lot owners at least 10 days before the date of the rescheduled meeting.

5. **VOTING**.

   a. One vote shall be attributable to each lot. In the event a lot is owned by more than one person or entity, those persons or entities shall appoint or designate one of the owners as the voting lot owner for that lot.

   b. The lot owners may assign their vote to a first mortgagee of record.

PART V
ASSESSMENTS AND LIENS

1. **ACCOUNTING PERIOD.** The fiscal year of GPOA shall be the calendar year.

2. **LIABILITY FOR EXPENSES.** All expenses of GPOA shall be shared equally by all lot owners.

3. **REGULAR ASSESSMENTS**.

   a. Each lot owner's share of the current year's budget as adopted by GPOA shall be assessed to the lot owner prior to the beginning of each year. If the assessment proves to be insufficient, the Board may at any time levy a further assessment upon the lot owners in the same proportions.

   b. Each lot owner shall be personally liable for the payment of all assessments made against the lot owner, which shall be payable in four (4) equal installments payable the first day of January, April,

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July and October of each year, or in such other reasonable fashion as the Board shall require. No lot owner may exempt himself from liability for any duly authorized assessment.

c. Failure of the Board of GPOA to determine assessments for a 12 month period in the manner prescribed above shall not be interpreted as a waiver or amendment of these provisions – nor a release of a lot owner of the obligation to pay assessments, but the assessment for the prior 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 lot owners.

4. SPECIAL ASSESSMENTS.

a. The cost of maintenance and repairs performed as required by 7 (d) and (e) of PART II shall be wholly assessed to the owners who own units affected by such work. Each such lot owner shall be assessed for the actual cost of the work performed on his unit.

b. In the event a structure is destroyed in whole or in part by fire, windstorm, or other casualty and the owner has not proceeded to repair or replace the unit within 120 days of the destruction, GPOA shall remove said debris and assess the cost to the owner.

c. Payment of such assessments is due within 30 days after a statement therefore is rendered.

d. This section shall not be amended except upon a vote of 75% of the total voting power of the lot owners.

5. EFFECT OF NON-PAYMENT.

a. A penalty payment of 10% of the assessment will be assessed for failure to render payment within 30 days after billing. In the event payment is not made within 90 days after billing, GPOA is authorized to file a notice of lien in accordance with this section.

b. All assessments, and each installment thereof, are separate, distinct and severable obligations of the Lot Owners against whom they are assessed. Any such assessments or installments not paid when due plus interest at a rate set at the beginning of the year by the Board (if no rate is set, then such interest rate shall be eighteen percent (18%) per annum) and all costs of collection, including reasonable attorney's fees, shall be secured by a lien upon the Lot owned by the defaulting Lot Owner.

c. The lien created pursuant to subsection (b) may be perfected in the same manner as lien for unpaid condominium assessments pursuant to RSA 356-B:46, III which is expressly incorporated by reference herein, by any other method allowed by law, or by recording in the Merrimack County Registry of Deeds notice containing the name and address of the defaulting Lot Owner; the amount

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of any unpaid assessments, installments and other amounts due to GPOA; a description of the Lot to which the unpaid amounts appertain; and a reference to a Book and Page of the Merrimack 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 Part VI Section 5 of Part B of the Bylaws related to the land situated in Great Pines in New London, New Hampshire, recorded in Book 2362, Page 1501 of the Merrimack County Registry of Deeds, notice is hereby given of liens in favor of Great Pines Owners' Association, whose address is PO Box 1802, New London, New Hampshire 03257-1802, in the following amounts, against the properties and persons set forth in the following schedule.

	OWNER/ADDRESS	AMOUNT OWED	DUE DATE	LOT
1.				
2.				
3.				
4.				

In addition to the amounts set forth above, said lien secures interest (at a rate set at the beginning of each year by the Board; if no rate is set, then such interest rate shall be eighteen percent (18%) per annum) from the due date to date of payment and all costs of collection, including reasonable attorney's fees.

Great Pines Owners' Association

By _____

Its:_____Duly Authorized

NOTARY

d. The cost of recording and enforcing the lien created pursuant to subsection (b), including reasonable attorney's fees, shall be taxed against any person or entity found liable in any judgment or decree enforcing the lien.

e. The lien created pursuant to subsection (b) may be enforced by nonjudicial foreclosure or judicial foreclosure by GPOA in the same manner in which mortgages on real property may be foreclosed in the State of New Hampshire. In any such foreclosure, the Lot Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees, and such costs and expenses shall be secured by the lien being foreclosed. The Lot Owner also shall be required to pay to GPOA any amounts due against the Lot which shall become due during the period of foreclosure.

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GPOA shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

f. The rights and remedies set forth in this paragraph 5 shall not be exclusive and shall be in addition to all other rights and remedies available to GPOA under applicable law.

Any provision of the Great Pines Owners' Association Part B, Bylaws, as amended, that is prohibited or unenforceable in any governing jurisdiction shall, as to such jurisdiction, be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law and shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, Great Pines Owners' Association has hereunto set its hand the _____ day of _____, 2017

GREAT PINES OWNERS' ASSOCIATION

By _____

, Secretary

Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day of _____, 2017, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the secretary and duly authorized agent of Great Pines Owners' Association, a New Hampshire non-profit corporation, and that he, as such agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as duly authorized agent.

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Pursuant to Great Pines Owners' Association Part B Bylaws, Part 1, 10, the New London Planning Board hereby approves these amendments.

NEW LONDON PLANNING BOARD

Date: _____ By_____

Its_____

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day of _____, 2017, before me , the undersigned officer, personally appeared _____, who acknowledged him/herself to be the duly authorized _____of the New London Planning Board, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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GREAT PINES OWNERS ASSOCIATION ANNUAL MEETING

TRACY MEMORIAL LIBRARY COMMUNITY ROOM

SATURDAY, OCTOBER 7, 2017 9:30 am

Present (by household): **Ames, Bliss, Dalrymple, Fanning/Kuneman, Gachelin, Graf, Gray, Helm, Hudson/Kannler, Quinlan, Schauff, Woodger**.
Proxy votes (by household): Hudson (**Munson, Goff, Catrambone**), Helm (**Haines**), Quinlan (**Soper**)
Absent (by household): **Armstrong, Cruikshank, Fulton, Kayle, Tapan**

Call to Order and Welcome:
President Bruce Hudson called the meeting to order at 9:35 AM, welcomed everyone and thanked everyone for coming. A special welcome to the newest members Meg Ames, Peter & Sally Bliss, Umit, Sirin, Bilal & Omar Tapan.
Bruce thanked Meg Ames for stepping up as the acting secretary and announced that we have a quorum in attendance.

Old Business:
President's Report
Second Amendment to the B-L & C
Bruce outlined the reasons behind the update of the bylaws and covenants to make them clearer and more relevant versus the 2002 BL & C.
Bruce expressed a sincere thank you to the Ad Hoc committee of Jim Catrambone, Dave Harrison and Marilyn Soper for their efforts and due diligence, along with the current GP Board! A job well done by all!
Once approved by the GPOA, they will go to the New London Planning Board and to the County to the Registry of Deeds for final approval and recording.

Capital Reserve Overview
Bruce stressed the planning for the predictable replacement of the community's "above ground" and "below ground" infrastructure is critical to the GP community.
Both Richard Lee and Porter Paving state that the roads are in good condition.
The 2017 year-end capital reserves fund will have a balance of approximately ~$23,600.
Recommend do not reduce capital reserve.
Bruce commented about the Bewley property. There has been some recent changes made off County Rd. to the 2 smaller parcels. The GPOA will still retain public water rights coming in from Newport Rd. on the 7 acre parcel.

Contingency Fund
Bruce stated that a balance of approximately $1,700 in the CF at year end. Extra expenditures were made in 2017 for a "no outlet" sign at the foot of Spruce Lane, legal fees related to the revision of the bylaws, and road repairs. $2500 was transferred from the Contingency Fund to cover these expenditures.

Roadways
Bruce reviewed Porter Paving service and capabilities: paving, crack fill and driveway seal! There is no multi-year contract, as needed basis – $500 per year. He also stressed that the individual driveways have been in place for almost 14 years, some are worn, up to individual homeowners to improve or replace.

Fertilization Contract
Bruce reviewed the Chippers contract, currently in the second year of a 3 year contract and ends 2018. Will continue with the 5 step application and adjust annually if necessary per recommendation from Theron Peck, Chippers.

Summer/Winter Maintenance Contract

Bruce reviewed the current contract ending this year and soliciting bids for the new 2 contract starting January 1, 2018-December 31, 2019 with the updated SOW and GP property map/location – 2017 Baseline. Statement of work bid sent out to multiple contractors, some no bids.

Solicited contractors:

Pleasant Acres – no bid
Scott's Yard Care – no bid
Tyler's Lawn Care – $79,500
Moulton, incumbent – $55,550 w/o mulch, $60,950 w/ mulch. (2 year average $58,250)

Bruce mentioned that both Moulton and Chippers have stated that too much mulch is building up around the trees, shrubs and planting beds and not decomposing quickly enough. Trying to keep expenses in line and affordable, the new 2 year contract as stated, mulching will occur every other year.

Moulton mentioned to Bruce – Additional tree work may be needed to raise the tree(s) canopy and the encroachment of woodlands. Shady area's stifle a healthy lawn. Extensive pruning may be necessary and will be up to the individual homeowners.

If you make some changes on your property, as a courtesy you need to notify the Board.

Questions from the floor:

Julianne Gachelin – Will they still do the edging? Yes, they will continue and also turn over the mulch and add mulch as necessary to beds.

Ellen Schauff – Concerns with bushes that are around utility boxes, growing and hiding them. Stated that the one by her house, can't see when pulling out of the driveway. Bruce referred to line item for tree removal as proposed in the 2018 budget, radical pruning may be required.

Kathy Dalrymple – Concerns with her driveway scraped too much with plow. Discussion followed. Bruce says Peter is held accountable for any damage, but scrapes or scuffs are typical and are considered normal wear and tear. During the April 1st wet snow storm, the plow caused some problems. We don't sealcoat the roadways, Spruce and Confer but there will be gouges and scrapes. If you seal coat or have an uneven driveway, scrapes will show up as superficial.

Bruce added that Moulton has been with us 10+ years and knows our properties. Even though he was low bidder, he is still highly rated on quality, customer service and pricing, the same holds true for this year. He keeps a number of core employees year round.

Approval of 2016 Minutes

No discussion, no comments, motion made, seconded, approved unanimously.

Irving Contract

Richard Quinlan: 2017 contract has been extended for 2 months because of a more favorable rate of renewal as we live in "not a high propane" usage area. We have a locked in rate. Date of contract goes through May 31st 2018. Contracted amount 28,850 gal for 14 months. Tracking against last year's usage rates for the period April 1 through August 31 of 6671.1 gallon, this year's usage rate was 6714.7. Discussion with Irving with individual properties – range from 150.2 gallons to 498.9. Richard on weekends will visit homeowners to try to understand the difference in usage. Recommended automatic delivery system.

New Business:

Treasurer's Report

William Helm: Thanked Kent for his previous work as Treasurer. Reported items beyond budget – went to Contingency Fund: legal costs of By Laws, sign at foot of Spruce Lane, and extra money into road repair. Need to keep bank balance at certain levels as LSSB bought by Bar Harbor Trust to avoid fees.

Question from Kent Woodger: Have you considered changing banks? When CD's come due, will look at that issue in the spring.

Yearend will have $1000 left in bank account. Moulton and Chippers are the largest expense. 2018 Budget – looked at it for 2 years to level out assessment. Added line item for tree maintenance. Annual assessment to each homeowner raised from $2,880 to $3,100 and projected to hold steady for two years into 2019.
Question from Peter Bliss: Who is the insurer? Maine Mutual, Maloney Insurance, Terri White.
Motion to accept 2018 budget as presented, seconded and approved unanimously.

Revision of By Laws & Covenants: Second Amendment
Ellen Schauff – referred to current and original documents/discrepancy in wording. Discussion ensued concerning #12 part A. Original and current amended documents were read aloud by Ellen and Bruce. After review of current second amendment, issue was resolved. Any discussion on part A or B? Bill Helm provided details/clarifications on the changes. Peter Bliss suggested 5 year review of financial statements from outside source. Richard Quinlan agreed with his suggestion. Tina Helm recommended to the Board to consider appointing a Welcome Wagon person to visit new residents and to present a package of By Laws.
Motion to accept part A and B, By Laws & Convents as presented October 7, 2017; seconded and approved unanimously.

Elections for 2018, Directors & Officers
Bruce asked for any nominations from the floor for the Board of Directors? Bruce read nominations: Director – Nancy Goff for 3 years, Larry Armstrong for second of a 3 year term. Continuing Director – Bruce Hudson for 1 year of a 3 year term. Election of Officers: President for 1 year – Bruce Hudson; Treasurer for 1 year, Bill Helm; Secretary for 1 year – Marilyn Soper.
Motion made to elect directors and officers as presented, seconded, approved unanimously.

Other Business:
Tina Helm – A thank you to Bruce and Renate for their hard work, this year especially, a year of transition.
A thank you from the audience to all that participated in the BL&C committee work.
Bruce reviewed current GP properties up for sale. Bruce continued with the Bewley property that is up for sale, 7 acres abutting GP. No impact on our water service - tied into town water. We are protected with an easement.
House on County Road torn down and heavy equipment going into land locked property.

Bruce asked if there was any further discussion. None.

Bruce thanked Richard Quinlan for his efforts and time on the Board and presented him a gift from the entire association. Richard and Helen will be moving in February.

Motion made to adjourn, seconded, approved unanimously.
Adjourned 2017 Annual Meeting at 11:35 AM.

Respectfully submitted,

Meg Ames, secretary pro tem