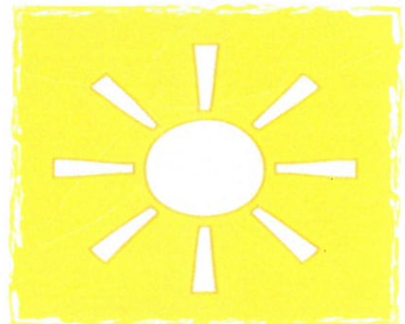
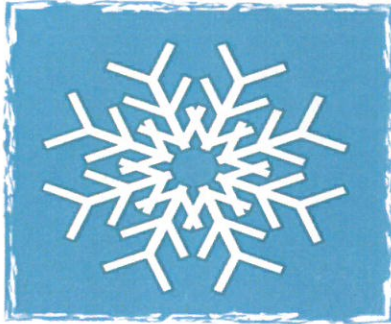
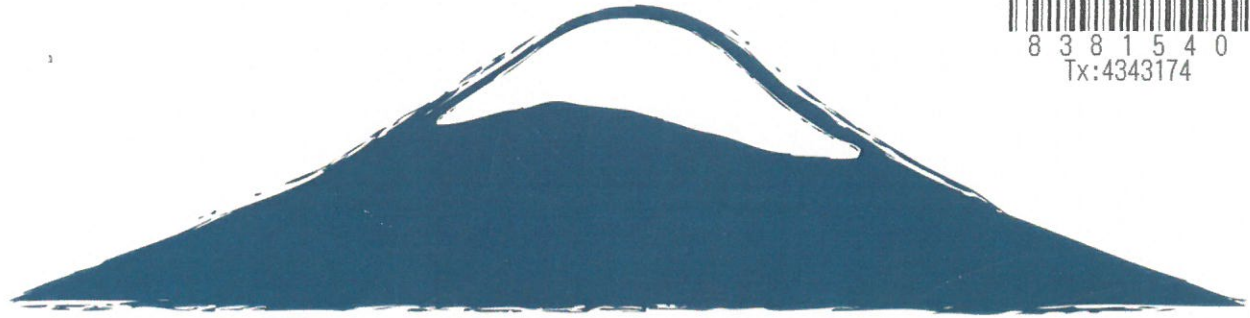




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WATERVILLE ESTATES

WATERVILLE ESTATES

AMENENDED AND RESTATED

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

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REGISTER OF DEEDS, GRAFTON COUNTY

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

ARTICLE 1 DECLARATION

The declaration of the original Property Restrictions, Easements and Covenants to run with the title to Waterville Estates was recorded on August 12, 1969, at Book 1097, Page 163. Locke Waterville Corporation recorded the Revised Property Restrictions, Easements and Covenants on April 13, 1972 at Book 1162, Page 252. Subsequent, the Property Restrictions, Easements and Covenants have been amended numerous times, amendments having been recorded at Grafton County Registry of Deeds. These subsequent amendments can be found appended at back of this document.

Waterville Estates Association, as successor to Locke Waterville Corporation and as representative of the Owners of Waterville Estates in an effort to consolidate the Revised Property Restrictions, Easements and Covenants together with the various amendments in a single document, in accordance with Article XVI of the REC's hereby amends the Waterville Estates Revised Property Restrictions, Easements and Covenants, as previously recorded and amended by replacing the Revised Property Restrictions, Easements and Covenants with these amended and restated Property Restrictions, Easements and Covenants which shall take effect upon its approval by Association membership and recording at Grafton County Registry of Deeds.

In adopting the Amended and Restates Waterville Estates Revised Property Restrictions, Easements and Covenants, it is the intention of the Association to adopt the doctrine of Dependent Relative Revocation such that in the event the Amended and Restates Property Restrictions, Easements and Covenants or any portion thereof is for any reason found to be unenforceable, the original Revised Property Restrictions, Easements, and Covenants, as previous amended shall, to that extent, be deemed to remain in full force and effect.

These Revised and Restates Property Restrictions, Easements and Covenants shall hereafter in this declaration be referred to as the Waterville Estates Property Restrictions, Easements and Covenants.

ARTICLE II DEFINITION of TERMS

- A. **Waterville Estates** – The real property formerly owned by Locke Corporation, in the Town of Campton and Thornton, Grafton County, New Hampshire being more particularly described in Appendix A hereto, and any other real property added pursuant to the terms of Article XIII or XIV hereof.
- B. **Locke** – Locke Waterville Corporation, or its successors or assigns.
- C. **Restrictions and Easements** – The governing documents or rules under which title to residential property I Waterville Estates has been acquired, owned and transferred and all revisions adopted since of the property.
- D. **Homesite** – A standard residential lot as shown upon final plans of Waterville Estates last recorded prior to the initial conveyance of such lot.
- E. **Cluster** – A piece of land which includes a Cluster arrangement of residential homes or town houses each with a minimum area for a Cluster Homesite and remaining area as open space for common use by owners of Cluster Homesites on that specific piece of land, as shown upon final plans of Waterville Estates last-recorded prior to the initial conveyance of any Cluster Homesite on said piece of land.

WATERVILLE ESTATES
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

WATERVILLE ESTATES
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

- F. **Cluster Homesite** – A residential lot contained within a Cluster as shown upon final plans of Waterville Estates last – recorded prior to the initial conveyance of such lot.
- G. **Condominium Site** – A parcel of land intended for condominium construction as shown on final plans last – recorded prior to the initial conveyance of Condominium Unit at said Site.
- H. **Condominium Unit** – A living unit submitted to New Hampshire Unit Ownership of Real Property Act, or New Hampshire Condominium ct.
- I. **Living Site** – An undeveloped Condominium Site, Cluster Homesite or Homesite.
- J. **Living - Unit**, A **Residential Structure** built or placed on a Living Site, such as a single-family residence or a Condominium Unit
- K. **Commercial Property** – A parcel of land intended for commercial use, such as a ski area, restaurant, inn, and convenience shop, and which is designated for such a specific commercial use or merely for commercial use on final plans of Waterville Estates.
- L. **Common Property** – Those parcels of land, together with any facilities located thereon or interests therein, intended to be common use and enjoyment of all of the owners of Living Units in Waterville Estates as shown on final plans of Waterville Estates last recorded prior to the conveyance of such parcels to the Waterville Estates Association.
- M. **Cluster Common Area** – That portion of a Cluster which is not designated as a Cluster Homesite within that Specific Cluster.
- N. **Town House** A single – family residential structure that is connected to at least one other single – family residential structure.
- O. **Building Committee** – A Committee of three persons, appointed as provided for in Article III of the Property Restriction, Easements and Covenants and the Waterville Estate Association By-Laws who are authorized to act on behalf of the Association to review, approve or disapprove building plans, specifications, site plans and location of septic systems for all structures, residential or otherwise, including condominiums, to be erected on any Living Site in Waterville Estates and to perform other functions as herein designated.
- P. **Owner** - Any person, persons or legal entity who holds title to a Living Site, Living Unit or Condominium Unit, individually, jointly or in common with another holder or holders.
- Q. **Waterville Estates Association** – A non-profit corporation of which all owners shall automatically become members, and to which all owners shall be obligated to pay assessments as provided in Articles XI and XII hereof.
- R. **Recreational Facility** – That portion of the Common Property used for recreational purposes including, but not limited to the community center facility, ski hill and external facilities.

WATERVILLE ESTATES
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

ARTICLE III BUILDING COMMITTEE

- A. The committee may designate one of its members to act on its behalf and prior to action under Section B, may replace vacancies in its membership.
- B. Appointments to and filling of vacancies in the Building Committee shall be made by the Board of Directors. Appointments may be terminated by majority vote of the Board of Directors.

WATERVILLE ESTATES
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

- C. In all respects, where approval authority we heretofore grant to the Building Committee relative to residential units on Living Sites and Cluster Living Sites such approval authority shall be extended to include construction of residential units on condominium sites. This shall include, but not be limited to securing the approval of plans prior to commencement of construction. The Building Committee shall have the power to place conditions prior to and during construction to ensure and enforce compliance with these Property Restrictions, Easements and Covenants. The Building Committee may require a performance bond and/or a letter of credit prior to granting approval.

ARTICLE IV WATERVILLE ESTATES ASSOCIATION

- A. Subject to Article IV (B), each Owner of a Living Site and each Owner of a Living Unit shall automatically be deemed to be a member of said Association with one vote per Owner regardless of the number of Living Site or Living Units owned. When there is more than one person as owner they must decide among themselves how their one vote shall be cast and provided further that said owner is in good standing with regard to all Association requirements and is not delinquent in the payment of annual dues and CIF assessments as described in XI and XII.
- B. Only Owners of a Living Unit shall have the right to vote on proposed changes to dues for the use of WEA Recreational Facilities.

ARTICLE V COMMON PROPERTY

- A. Common Property shall be all real estate and improvements conveyed to and accepted by the Association for the use and enjoyment of the Owners at Waterville Estates as of the date hereof or as may be conveyed and accepted to the Association hereafter. The Association has transferred and may in the future transfer title to part or all of such Common Property to the Waterville Estates Village District when the Association Board of Directors has determined that such a transfer is in the best interest of the Association members and is the most economical and efficient means of ownership and management of the said Common Property. The Board of

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

- Directors shall ensure that any such transfer of property to the Village District shall not alter the character and right of use of such Common Property as defined herein.
- B. All Owners who have paid their annual dues and CIF assessments when due and conform to the pertinent rules and regulations in accordance with the authority contained in the Association By-Laws, shall be entitled to use the Common Property, subject to the limitation set forth in Article V(C).
 - C. Only Owners of Living Units, including for the purpose of this Article, Owners of Living Sites who hold a valid building permit to construct a Living Unit and have paid the Recreational Facility Usage Fee (Recreation Fee) as set forth in Article XI, as it applies, may use that portion of the Common Property relating to Recreational Facilities.
 - D. Notwithstanding Article V (C), those who own Living Sites when Article V (C) is adopted will be permitted to continue using that portion of the Common Property relating to Recreational Facilities until: 1) title to the Living Site is transferred; 2) ten (10) years has elapsed from the date Article V (C) was adopted, whichever occurs first.

ARTICLE VI CONSTRUCTION ON HOMESITE, CLUSTER HOMESITES AND CONDOMINIUM SITES

Any construction of improvements on Homesites, Cluster Homesites or Condominium Sites shall be subject to the following:

- A. Building
 - (1) Except on Condominium Sites, no structure or buildings, other than one single – family dwelling, which shall not exceed 2 ½ stories in height above the full foundation, shall be erected, placed upon or permitted to remain upon any Homesite or Cluster Homesite except that additional one-story outbuildings may be erected as provided in Section B. below.
 - (2) Condominium Buildings may be built on Condominium Sites in accordance with plans approved in advance by the Building Committee.
- B. Outbuildings

Limited one-story outbuildings, such as a garage or tool shed, may be constructed on a Homesite, Cluster Homesite, or Condominium Site if the Building Committee authorizes such construction in advance, but in no event shall any additional living quarters be authorized.
- C. Temporary Structures

No temporary structure shall be built upon any Homesite or Cluster Homesite except that necessary for use in the course of construction of approved permanent buildings. Such temporary structures shall not remain on such premises for more than six (6) months or shall be removed upon completion of construction whichever occurs first.
- D. Approval of Plans
 - (1) Approval

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

No building or structure, whether temporary or permanent, shall be commenced, erected, placed or maintained, on any Homesite, Cluster Homesite or Condominium Site, nor shall any exterior addition to or exterior addition change in any building or other structure be made until adequate plans, specifications, site plan, sewage system plan and other pertinent data showing the nature, kind, shape, height, materials, color, location, orientation of such building or other structure, additions or changes, are approved in writing by Building Committee. Specifications in the Building Regulations, which may be changed from time to time, shall be established by the Building Committee, and are incorporated into these REC's by reference and enforceable under the terms of Article VI D (2)(C) and (D). The plan for approval shall specify the nature and location of any proposed landscaping and will include an assessment of the harmony of exterior architectural design and location in relation to surrounding structures and topography. The plan will specify the identity of the general or principal contractor and shall include his resume with documentation of competence, assurance, and financial capability. Only written approval by the Building Committee shall be honored. Deviation from the approved plan during or as a result of construction will result in action by the Building Committee.

(2) Failure to Act

In the event said Committee fails to approve or disapprove such design, location and contractor within thirty (30) days after all of the aforesaid data has been submitted to the Committee, approval will not be required and this subsection will be deemed to have been fully complied with.

- a. Disapprovals. Any disapproval shall be accompanied by a statement of the reasons thereof.
- b. Preliminary Plans. Preliminary plans may first be submitted for purposes of discussion prior to the request for approval on a formal basis to avoid unnecessary delay or hardship.
- c. Conformity with Plans and Laws. Any such improvements, addition or change shall be carried out in strict conformity with such approved plans and specifications and with any governmental codes, ordinance, statutes and regulations which may apply.
- d. In the event of commencement of construction on any Living Site without prior approval of the Building Committee, or if such construction fails to conform with the plans as approved by the Building Committee, upon receipt of notice of lack of approval or non-compliance with approvals by Owners from the Association and/or Building Committee, the Owner shall:
 - (i) In the case of lack of prior approval, immediately cease construction on the Living Site and no further construction shall take place until the issuance of the building permit by the Building Committee; or

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

- (ii) In the event that construction is other than in accordance with plans, specifications and other submitted and approved construction documents, assure that any further construction shall be such that all prior and future construction is brought into compliance with plans previously approved by the Building Committee prior to any continued construction.
 - e. The Association may, upon its own initiative or upon request of the Building Committee, assess a penalty in the amount of one hundred dollars (100.00) per day against any Owner who continues to construct without prior Building Committee approval, or other than in conformance with the approval plans, specifications and other documents following notice of such violations, or who fails to complete the improvements within the time requirement set forth in Section H., below. Such assessments shall constitute a lien on the property and made a matter of record by filling said lien in Grafton County Registry of Deeds in accordance with the Declaration. The Association shall have the right, on behalf of all Owners at Waterville Estates, to seek various legal and equitable remedies, including an injunction to prevent further construction which is either unauthorized by the Building Committee or other that in compliance with plans, specifications or other documents previously approved by the Building Committee.
 - f. The Association shall be entitled to be awarded all court cost and reasonable attorney's fees incurred by the Association in enforcing the provisions of this or other sections herein.
- E. Types of buildings
No mobile homes, trailers, travel trailers, or tents are permitted on any Homesite, Cluster Homesite or Condominium site unless otherwise approved in advance by the Building Committee.
- F. Set Back Lines
All buildings on Homesites shall be placed at least fifty (50) feet back from the front line and 25 feet back from the side lines and the rear lot line; and all buildings on Cluster Homesites shall be at least thirty (30) feet away from all exterior Cluster boundary line.
- G. Cutting of Living Trees
The Board of Directors shall direct the Building Committee or a sub-committee of the Building Committee, to develop a policy for the management of trees on every Living Site. The policy must include management of trees before construction of a Living Unit, management in anticipation of construction, during construction, and after the completion of the Living Unit or Condominium Unit. The Committee shall report to the Board of Directors through the Building Committee or as otherwise directed by the Board of Directors. The Tree Committee shall develop mechanisms for implementation of the policy. There shall be a means for enforcement to include a fine structure as part of the enforcement policy. The Board of Directors or its designee

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

may amend the tree policy from time to time as deemed necessary by the Board of Directors to meet the wishes of the Waterville Estates Association community of Owners and only the Board of Directors shall be authorized to approve revisions to the policy.

H. Completion of Construction.

The exterior of all buildings on Homesites or Cluster Homesites shall be completed within nine months from the date of receipt of written authorization to start of construction, including acceptable exterior finish as provided for in specifications approved by the Building Committee, and all rough grading must be completed and all debris removed from the property within such time. The Building Committee may extend the nine-month period for completion of construction for a reasonable period for time upon the request of the Owner and upon the Owners demonstrating good cause for the requested extension.

I. Foundation and Bathroom Facilities

All buildings on Homesites, Cluster Homesites and Condominium sites must contain permanent foundations and must have modern inside bathroom facilities.

J. Chimney Lining

All chimneys intended for exhausting living fires in buildings on Homesites, Cluster Homesites or Condominium sites shall have their flues lined, their entire height with standard clay lining or other lining approved by Underwriters Laboratories and by the local fire authorities and/or State Fire Marshall.

K. Fences

Fences or other obstructions shall not be erected on Homesites, Cluster Homesites or Condominium sites without prior written approval of the Building Committee.

L. Flowage

No Owner of a Homesite, Cluster Homesite or Condominium site shall direct or redirect the natural course of water, drainage, and runoff so as to alter its natural flow and cross the land of another without written prior approval of the Building Committee.

M. Television Antenna

No television antenna shall be erected on a Homesite, Cluster Homesite or Condominium site so as to be exposed to public view without the prior written approval for the Building Committee.

N. Variance

Where strict conformity with the provisions of this Article VI would cause undue hardship or injustice to an Owner, the Building Committee shall have the authority, after notice to all abutters and a hearing thereon, to approve a variance there from, provided that there is substantial compliance with the spirit of said provisions and provided that it is determined by the Building Committee that other Owners are not adversely affected by such a variance to a material degree.

ARTICLE VII LAND USE – LIVING SITE

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

A. Unregistered Motor Vehicles

No unregistered motor vehicles shall be allowed to remain on any Living Site.

B. Hanging of Clothes

No clothes, lines, rugs or similar shall be hung or left on a Living Site so to be exposed to public view.

C. Exterior Fuel Tanks

No exterior fuel tank for the storage of fuel may be maintained on any Living Site unless buried or housed in a structure approved by the Building Committee. If fuel tanks (gas, oil, propane or kerosene) are not exposed to public view from the road or from neighboring properties, then enclosing them is at the discretion of the Owner. ALL SUCH ENCLOSURES SHALL COMPLY WITH LOCAL, STATE AND FEDERAL SAFETY AND ENVIRONMENTAL REQUIREMENTS. Disputes regarding the implementation of this sub-section shall be resolved by the Building Committee.

D. Storage of Garbage

Garbage, trash, and other refuse stored on a Living Site must be kept in receptacles designed for such purposes and must be kept out of public view at all times. All such refuse shall be properly disposed of off-site at least once a week.

E. Care of Living Sites

The structures and grounds on each Living Site shall be maintained at all times in a neat and attentive manner without the accumulation of rubbish and debris. If in the opinion of the Building Committee and/or the Waterville Estates Association Board of Directors, any Living Site or structure thereon is untidy, unsanitary or unsightly, they or any of them may enter any Living Site or structure and take necessary action to preserve public safety and restore a neat and clean appearance; provided that the owner of such Living Site has been notified in writing and had failed to take corrective action within thirty (30) days of receipt of written notice. Any reasonable expense so incurred by the Waterville Estates Association shall be borne by such Owner and if not paid within thirty (30) days of receipt of notification of the amount due thereof, shall be a lien against the property of such Owner. Priority of this lien will be determined by the date of its recording.

F. SIGNS

No "for sale" signs, rent signs, contractor's signs or advertising devices of any kind shall be placed on any Living Site or other property within the Waterville Estates community unless otherwise approved in advance by the Building Committee.

G. Leasing Limitation

A Living Unit may be leased to only one family at a time, although at any time a reasonable number of members of other families may occupy a Living Unit, for a brief period of time, not to

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

exceed thirty (30) days, as guest of the family. Multiple family Living Units are not permitted in Waterville Estates.

H. Residential Use

This development is for residential purposes, and no business, trade or enterprise of any kind is authorized to be conducted upon any Living Site, provided however, the Building Committee may approve, in writing, professional or semi-professional use of any Living Site. The intent is to authorize, with approval, artist, doctors, architects, and others of a similar type of occupations provided that their business activity does not alter the residential character of a Living Site.

I. Subdivision

No Homesite or Cluster Homesite may be subdivided or combined so as to result in total increasing of Living Site/Condominium Site/Living Units without prior approval of the Building Committee.

ARTICLE VIII LAND USE – COMMON PROPERTY

Subject to Article V, all Common Property is and shall remain primarily for the use and benefit of Owners, their families, guests and/or renters; provided, however, that the Board of Directors of the Waterville Estates Association shall have the authority to permit the Common Property to be used under certain limited circumstances by such persons or entities, including members of the public, and for such purposes as they may deem appropriate and in the best interest of the Owners and for such a fee as deemed reasonable under the circumstances. The use of all Common Property by all parties shall be subject to all rules and regulations concerning use and care of Common Property adopted by the Waterville Estates Association and subject to the provisions of Article X herein below.

ARTICLE IX LAND USE – CLUSTER COMMON AREA

All Cluster Common Area and with the exception of roads as set forth on Article X (herein below) shall remain the private property of the Cluster Property Owners. Cluster Common Area within any specific Cluster, except the roads, shall be used exclusively by Owners of Cluster Homesites located within that Cluster, or guests accompanied by such Owner. The use of Cluster Common Area within any specific Cluster shall be subject to any rules and regulations concerning use and care if the Cluster Common Area adopted by the majority of the Owners of Cluster Homesites within that Cluster and further subject to:

- A. That provision of Article X herein below:
- B. The right of the Owners of Cluster Homesites within any specific Cluster, by vote of the Owners of a majority of the Cluster Homesites within that Cluster under the direction of the Waterville Estates Building Committee, to establish easements for the installation and maintenance of utilities, drainage facilities, sewage facilities and access driveways across the Cluster as may be required, so long as said easement does not interfere with or hinder construction of buildings. The establishment of such an easement across a Cluster shall be determined in the first instance

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

by the method that most nearly preserves the natural beauty of the Cluster Common Area within that Cluster.

- C. Any improvements proposed to be made to or constructed upon any Cluster Common Area must be approved in advance by vote of the Owners of at least three quarters of the Cluster Homesite within that Cluster and by the Building Committee of the Association which will be guided generally by the standards and procedures set forth in Article VI, herein above.

ARTICLE X RIGHTS AND EASEMENTS RESERVED

The ownership and occupancy of Living Sites, Cluster Common Area and Common Property of Waterville Estates are subject to the following rights and easements not otherwise mentioned herein:

- A. The rights of the Waterville Estates Association to suspend the rights of any Owner to use the Common Property and to vote in Association matters for any period during which his/her assessment(s) is/are due and unpaid.
- B. Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Village District in, over and under all roads and ways and in, over and under any Living Site, Cluster Common Area, or Common Property, so long as said construction and maintenance does not seriously hinder or prevent the construction or occupancy of a Living Unit on any Living Site.
- C. Common bridle path easements shall be reserved for a width of ten (10) feet along the rear and/or sides of each Cluster and each Homesite for horseback riding, hiking, x-country skiing, and other similar activities.
- D. The right of the Association to convey or otherwise dedicate the roads in Waterville Estates to the Town of Campton or Thornton or to the Waterville Estates Village District for public use.
- E. The right of Waterville Estates Association to authorize and control the use of snow machines, snowmobiles, OHRV's (as defined by NH State regulations) and motorbikes within Waterville Estates.

ARTICLE XI ASSESSMENT OF DUES

Each Owner, by acceptance of a deed to one or more Living Site(s) or Living Unity(s), as the case may be, whether or not in be expressed in such deed, shall be deemed to covenant and agree to pay to the Waterville Estates Association any dues assessments levied as provided herein.

A. Administrative Cost Amount (Administration Fee)

Owners of Living Units and Living Sites, or by acceptance of the deed to an interest in real estate evidenced by the recording of a deed or instrument in the Grafton County Registry of Deeds, shall pay annually to the Waterville Estates Association, the Administration Fee, sum of one hundred twenty

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

(\$120.00) dollars which may be amended by vote of Owners (Article XI D) (or a sum adjustment by Section C below) for the administrative costs for the management of Waterville Estates Association, governing Board policies and regulations, legal counsel, and liability management.

1. On January 16, 2016 by affirmative vote of 60% COLA (Cost of Living Adjustment) was passed. The purpose of this amendment is to increase dues (fees) as inflation occurs. The objective is to stay on budget for existing administrative functions. Beginning in 2017, fees for Administration shall be increased according to the Cost-of-Living Adjustment (COLA) as determined by the previous year by The Social Security Administration using the Consumer Price Index (CPI) compiled by the United States Department of Labor Statistics. Increases of fees for Administration shall not exceed 5% per calendar year. For years in which COLA is zero, there would be no fee increase the following year. The increase for any year, therefore, may range between 0% to a maximum of 5% of this fee for the preceding year. COLA increases for a given year are applied in the following year.

This fee escalator only addresses increases in cost due to inflation. Expansion of administration would require additional funding in order to remain within the budget. The Board of Directors or Owners may amend the recreational fee by application of the Restrictions, Easements, and Covenants (section XI, C) approval requiring an affirmative vote of Living Unit Owners. Only Owners who pay this fee have the power to alter it.

B. Recreational Facility Usage Fee (Recreation Fee)

Owners as described in Article V(C) and (D) by the acceptance of the deed to an interest in real estate evidence by the recording of a deed or instrument in the Grafton County Registry of Deeds, shall pay annually to the Waterville Estates Association, the sum of six hundred thirty (\$630.00) dollars which may be amended by vote of Owners (Article XI D) (or a sum as adjusted by Section C below).

1. On January 16, 2016 by affirmative vote of 60% COLA (Cost of Living Adjustment) was passed. The purpose of this amendment is to increase dues (fees) as inflation occurs. The objective is to stay on budget for existing programs and services. Beginning in 2017, fees for Recreational Facility Usage shall be increased according to the Cost-of-Living Adjustment (COLA) as determined by the previous year by The Social Security Administration using the Consumer Price Index (CPI) compiled by the United States Department of Labor Statistics. Increases of the Recreational Facility Usage Fee plus the Fee for Administration (Dues) shall not exceed 5% per calendar year. For years in which COLA is zero, there would be no fee increase the following year. The increase for any year, therefore, may range between 0% to a maximum of 5% of this fee for the preceding year. COLA increases for a given year are applied in the following year.

This fee escalator only addresses increases in cost due to inflation. Expansion of programs or services would require additional funding in order to remain within the budget. The Board of Directors or Owners may amend the recreational fee by application of the Restrictions,

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

Easements, and Covenants (section XI, C) approval requiring an affirmative vote of Living Unit Owners. Only Owners who pay this fee have the power to alter it.

C. Lot Status Change

Owners of a Living Site described in Article V (C) and Article II (I) that have applied for and received a valid building permit to construct a living unit will upon the approval of the building will be responsible to pay the Recreation Fee of six hundred thirty (\$630.00) dollars which may be amended by vote of Owners (Article XI D).

D. Adjustment of Amount

The Waterville Estates Association may, from time to time, revise the amount of due assessed for Administrative Cost, the Administration Fee, and/or Recreational Facility Usage, the Recreational Fee, by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last know address of each member of Waterville Estates with a deadline for returning such ballot set at least thirty (30) days after such mailing date. In the event the Association approves an adjustment of the amount during the course of the fiscal year, the Association may, at the direction of the Board of Directors, prorate the balance due for the remainder of the year based on the newly approved adjustment. In such cases, the additional or amended billing shall be submitted be submitted by the Association to the Owners.

E. Payment of Dues

Dues shall be paid to the Waterville Estates Association within thirty (30) days of issuance of the invoice of such dues.

F. Accounting

The Waterville Estates Association shall make an annual account of the application of dues collected and report in the Financial Report at the WEA Annual Meeting.

G. Effect of Non-Payment of Dues

Any assessment(s) which are not paid, together with interest thereon, at the rate of 2% per month, commencing on the due date, together with a two (\$2.00) dollars per month billing charge from and after the date any duplicate or second bill is sent for non-payment, plus any cost of collection thereof, shall be a charge and a continuing lien on the Living Site or Living Unit against which the delinquent assessment in made, which lien shall be binding upon such Living Site or Living Unit in the hands of its Owner, his heirs, devisees, representatives and assigns.

H. Enforcement.

The Waterville Estates Association may bring an action against the Owner(s) personally obligated to pay the same or may foreclose the lien against said Living Site or Living Unit in the manner provided by statute for the foreclosure of power of sale mortgages, and cost of collection to be added to the amount of such assessment shall include the coat of processing such action, or foreclosing said lien, including reasonable attorneys' fees. The lien of the assessments provided for herein shall be subordinated to real estates taxes due and any prior recorded mortgage or liens of record upon the properties subject to assessment, and, with respect to Condominium Units, to any lien for delinquent common expenses.

I. For Property Owners of more than one Living Unit/Site, dues shall be assessed as follow:

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

1. Dues shall be required to be paid for each Living Unit owned and habitable as of the dues payment date.
2. An Owner of more than one undeveloped Living Site shall be assessed dues for only one Living Site.
3. An Owner of a Living Unit, who also owns an undeveloped Living Site(s), shall not be assessed dues for the undeveloped Living Site(s).

J.

ARTICLE XII CAPITAL IMPROVEMENT FUND (CIF) ASSESSMENTS

Each Owner, for each separate property owned. At the time the interest in real estate is purchased, inherited, traded or otherwise acquired (other than a child taking such an interest from a parent) shall:

1. By acceptance of the deed to an interest in real estates evidenced by the recording of a deed or instrument in the Grafton County Registry of Deeds;
2. By acquiring an equitable, beneficial or insurable interest in or to real estates (including but not limited to any fraction interest therein) whether or not such an interest is acquired by deed or other instrument; or,
3. By any other instrument, including but not limited to a trust, will substitute or by inheritance be deemed to covenant and agree to pay to the Waterville Estates Association a Capital Improvement Fund (CIF) Assessment for each such property, said CIF monies to be held in a CIF account to be applied to such Capital Improvements as the Board of Directors may from time to time deem appropriate. Assessments shall be levied and liens for non-payment shall be obtained as provided for herein.

A. Living Unit

In the case of an Owner who takes title by deed to a Living Unit, the CIF assessment shall be immediately due and payable to the Waterville Estates Association upon the date of execution of the deed transferring title to the Living Unit or, in the case of obtaining title by an inheritance, upon granting of final approval of estates administration by a court of competent jurisdiction vesting title to the real estate to a legatee or legatees. When a present Owner of a Living Unit in the Estates, who has paid a CIF assessment on that unit in accordance with Article XII. C. 4, purchases one or more additional Living Units in the Estates while retaining ownership of the first unit(s), the full CIF assessment on the newly acquired Living Unit(s), shall be paid for each newly acquired unit in accordance with ARTICLE XII, C. 4, herein below.

B. Living Site

1. In the case of an Owner who takes title to an undeveloped Living Site, one-half of the full amount of the CIF assessment as set forth below or as it may be amended from time to time, shall be due and payable to the Waterville Estates Association upon the date of execution of the deed transferring title to the Living Site.
2. Upon application for a building permit to construct a dwelling upon a Living Site, the second

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

half of the CIF assessment shall be due and payable to the Waterville Estates Association. In the event the Living Site with the newly completed residential structure is conveyed within ninety (90) days following the expiration of the building permit, the second half of the CIF assessment will be refunded to the original Owner. The CIF assessment due from the purchaser shall be calculated to the full Living Unit rate then in effect.

C. Amount

1. In the event a Living Site was acquired prior to July 1, 1983, no CIF Assessment shall be made upon the construction of a Living Unit upon the premises by said Owner. A CIF Assessment shall be made in the event of a transfer of said Living Site in the manner set forth below,
2. For Living Sites acquired between July 1, 1983 and March 31, 1987 (inclusive) a CIF Assessment in the amount of One Thousand Dollars (\$1,000.00) shall be assessed upon the construction and occupancy of a Living Unit thereon providing the occupancy takes place while title is held by the same Owner or Owners of record as of March 31, 1987.
3. In the event a Living Site was acquired between April 1, 1987 and June 14, 1988 (inclusive) a CIF Assessment in the amount of Two Thousand Dollars (\$2,000.00) shall be assessed upon the construction and occupancy of a Living Unit thereon providing the occupancy takes place while title is held by said Owner or Owners of record as of June 14, 1988.
4. (A) Beginning on June 15, 1988 the Capital Improvement Fund Assessment shall be Two Thousand Dollars (\$2,000.00) per Living Unit and One Thousand Dollars (\$1,000.00) per Living Site. In the case of a Living Unit, the Two Thousand (\$2,000.00) is fully due and payable upon the date of execution of the deed transferring title to the Living Unit or approval of the final account by the Probate Court in an estate establishing title to the Living Unit.
(B) In the case of a Living Site, upon which no Living Unit has yet been constructed, One Thousand (\$1,000.00) shall be due upon the date of execution of the deed transferring title to the Living Site or approval of the final account by the Probate Court in an estate. An additional One Thousand (\$1,000.00) CIF assessment shall be due and payable upon completion of a Living Unit upon the site and occupancy thereof providing such occupancy takes place while the same Owner is the Owner of record. In the event occupancy takes place following conveyance by an Owner having paid only the Living Site CIF assessment, the successor Owner shall be fully assessable for the CIF assessment then on effect.

D. Accounting

Waterville Estates Association shall make an annual accounting of the application of Capital Improvement Funds and publish same in its Annual Report.

E. Effect of Non-Payment of CIF Assessment

Any CIF Assessment which is not paid when due, together with interest thereon, at the rate of 24% per annum commencing on the due date, and cost of collection thereof, shall be a charge and a continuing lien on the Living Site or Living Unit against which the delinquent assessment is made, which lien shall bind such Living Site or Living Unit in the hands of its Owner, his/her heirs, devisees, representatives and assigns.

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

F. Enforcement

The Waterville Estates Association may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against said Living Site or Living Unit in the manner provided by statute for the foreclosure of power of sale, mortgages, and the cost of collection to be added to the amount of such assessment shall include the cost of processing such action, or foreclosing such lien, including reasonable attorney's fees. The lien of the assessments provided for herein shall be subordinate to real estate taxes owed and any prior recorded mortgages or liens of record.

G. Adjustment of Amount

The Waterville Estates Association may, from time to time, revise the amount of the CIF assessment by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last-known address of each Property Owner of Waterville Estates with a deadline for returning such ballot set at least thirty (30) days after such mailing date.

H. Sales and Purchase of New Living Units or Sites

As stated in XII (A) and XII (B), the CIF assessment is due to Waterville Estates Association when an Owner takes title of a Living Unit/ Living Site. The Owner of a Living Unit or Living Site may be exempt from payment of all or a portion of the CIF assessment if they sell their current property and acquire a new property within the Estates within a three hundred sixty-five (365) day period. If the two involved properties are of like kind, both either Living Units or Living Sites, no CIF will be assessed. In the case of a Living Site being sold and a Living Unit being acquired, a CIF of one-half of the full CIF shall be assessed. The sequence of the transactions is immaterial. The three hundred sixty-five (365) day period shall commence on the date of the sale of the currently owner's interest in the property. The exemption period shall terminate on the three hundred sixty-fifth (365th) day from the conveyance of the previously owned property. Living Sites, Condominium Units and Interests in Clusters in Waterville Estates which are not owned by Locke or Waterville Estates Association, as successor to Locks Waterville Corporation as of the date of recording of this document may become subject to these Restrictions and Easements by the inclusion of a statement to that effect by the grantor or grantors in any deed conveying such a Living Site or Condominium or in any condominium declaration of such a Living Site, or by the Execution of such a statement by the record owner or owners thereof and the recordation of such deed, declaration or statement at the Grafton County Registry of Deeds, whether the recordation of such deed, declaration or statement is prior or subsequent to the date of this document.

ARTICLE XIV ANNEXATION

The Waterville Estates Association, as successor in interest to Locke Waterville Corporation, may, from time to time and in its sole discretion, annex to that portion of Waterville Estates as then currently constituted any other property which is contiguous to Waterville Estates as may be deemed appropriate.

A. Manner of Annexation

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

The Board of Directors shall be and is hereby authorized to act on behalf of the Association in determining what land, if any, shall be annexed to and become a part of Waterville Estates. The Board of Director shall annexation by recording a supplement to these Waterville Estates Property Restrictions, Easements and Covenants which supplement shall contain (i) a submission of the land to be annexed by the record owner and all mortgage holders thereon, and (ii) a description of the additional lands to be annexed, whereupon such annexed parcel shall be part of Waterville Estates and subject to the Property Restrictions, Easements and Covenants then in effect and as the same may subsequently be amended, as fully as if the annexed parcel were a part of Waterville Estates as of the date of recording of the Property Restrictions, Easements and Covenants.

B. Limitation

The Board if Directors shall assure, in the event of annexation of any lands, that the lands to be annexed are developed in such a manner as not to result in any increase in the total Living Site density; that is, the number of Living Sites per acre of land, as exists in Waterville Estates prior to such annexation. The Board of Directors shall further ensure that the annexation does not result in a decrease in Common Property density, that is the number of acres devoted to Common Property compared to the total number of acres which exist in Waterville Estates.

ARTICLE XV ENFORCEMENT

In addition to the enforcement remedies provided herein above, these Restrictions, Easements, and Covenants may be enforced by the Waterville Estates Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate or to recover damages, and if legal action is reasonably necessary for such enforcement, then the enforcing party shall be entitled to recover legal costs, including reasonable attorney's fees and other charges, if it prevails.

The Board of Directors of the Waterville Estates Association, in order to enforce the Property Restrictions and Covenants and in order to preserve and maintain the beauty and value of all owners' assets, shall develop rules for compliance which include a penalty fine structure for enforcement. Owners shall be informed in writing of violations, of the grace period for correction and of fine for non-compliance. Fines may be levied by the Board of Directors and other members of the Waterville Estates Association provided the member is in good standing. The Committee may recommend corrective action for violations and may levy fines to be approved by the Board if Directors. Failure to pay such fines will result in loss of member privileges and may result in a lien being placed upon the owner's property.

ARTICLE XVI GOVERNANCE

Waterville Estates is a residential community governed by Bylaws, and Property Restrictions, Easements and Covenants (RECs), plus numerous rules and regulations. Purchase of a Living Site, Living Unit, or a

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

Condominium Unit comes with a commitment to be a member of the Waterville Estates Association in good standing and with the obey the Bylaws, RECs, and Waterville Estates rules and regulations.

To insure understanding of the responsibilities of ownership, the documents listed below should be reviewed by Owners. These documents can be obtained from the Association office, reviewed at the Community Center front desk, or accessed online at www.waterville-estates.com. It is the responsibility of each Owner to understand and adhere to all Rules and Regulations.

1. Property Restrictions, Easements, and Covenants, commonly referred to as the RECs, are the ultimate guiding documents that have provided the basis of the organization since it's inception in the early 1970s. The document has been amended over the years to appropriately represent current financial and operational conditions.
2. The Association By-Laws mandate a Board of Directors and provide the structure by which the Board of Directors governs the Association.
3. The Association Rules & Regulations provide guidance for permissible use and activities within Waterville Estates. These apply to both members and non-members.
4. The Guide to Personal Conduct and Responsibilities is a guideline for personal behavior within the Community Center and Common Property by all those within Waterville Estates, members and non-members.
5. The Owner Admittance Policy defines the various types of passes available for access to the Community Center.
6. The RECs mandate the services of a Building Committee to oversee issues relating to property changes and enhancements. The Building Committee must approve plans for new construction and renovation. Construction must comply with the RECs and must comply with the approved building application. An application for building can be obtained from the Waterville Estates Association office or from the Association web site. Construction may not commence without the approval of the WEA Building Committee and without approval of the Town of Campton or Thornton in which the property is located. There are penalties and fines should construction not be in compliance.
7. The Waterville Estates Tree Policy Outlines Owners responsibilities relating to tree removal and procedure for seeking approval and associated fines for non-compliance.
8. The Village District Policy for Undeveloped Areas and Un-established Lots is provided as guidance regarding the development of empty lots.
9. The Village District Road Standards policy relates to new development that may require the construction of a road.
10. The Waterville Estates Organizational Relationship, Responsibility document explains how Waterville Estates Association and Waterville Estates Village District work together for the benefit of all Owners.

The RECs, By-Laws, rules, regulations, and other governing documents are altered and updated from time to time and additional governing documents may be written. Owners are expected to keep current by reviewing

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

and understanding the documents. All official documents, past and current, can be obtained at the Waterville Estates Association office. Documents posted on the Waterville Estates web site may not be official but do represent those most currently in force.

ARTICLE XVII DURATION

These Restrictions and covenants shall run with the land after recording of this Declaration and shall remain in effect for the maximum legal period; provided that this Declaration may be amended (except as provided in Article XI, Section B regarding amendments to dues amounts, and to Article XIV, Section A regarding annexation) by affirmative vote of two-thirds (2/3) vote of those persons qualified and voting, a notice and ballot containing the proposed amendment(s) having been mailed to the last known address of each member of Waterville Estates Association with a deadline for returning such ballot set at least thirty (30) days after such mailing date.

ARTICLE XVIII DESCRIPTION OF REAL PROPERTY

Those certain tracts of land, together with the buildings and other improvements now or hereafter located thereon, situate in the Town of Campton and Thornton, New Hampshire, and conveyed to Locke-Waterville Corporation by the following deeds:

1. Deed (1) of Allen L. Hanson, dated November 22, 1968, recorded said Registry Book 1086, Page 141; (2) of Locke Development Corporation, dated December 11, 1968, recorded said Registry, Book 1087, Page 96, and rerecorded Book 1091, Page 603; and (3) of Lloyd W. and Henrietta Butler, dated November 19, 1968, recorded said Registry, Book 1085, Page 540 – being Phase 1 of Waterville Estates and containing 847 acres, more or less.
2. Deed of Franconia Paper Corporation, dated March 29, 1971, recorded at Grafton County Registry of Deeds, Book 1136, Page 405 – containing 341 acres, more or less.
3. Deed of Riverberry, Inc., dated September 28, 1970, recorded said Registry, Book 1127, Page 432 – containing 295 acres, more or less.

Exception, however, those portions of the above-described premises to which Locke Waterville Corporation does not hold fee simple title as of the date of recording of this document.

SUPPLEMENT TO RESTRICTIONS, EASEMENTS AND COVENANTS

WHEREAS, the original Restrictions, Easements and Covenants (REC's) for Waterville Estates Association Inc. (WEA) were filed in the Grafton County Registry of Deeds on August 12, 1969, and most recently amended on January 7, 2013; and

WHEREAS, WEA and Lewis and Christine Matson (MATSON) entered into a Final Stipulation dated June 12, 2012 (Waterville Estates Association v. Lewis and Christine Matson (Grafton County Superior Court Docket #

WATERVILLE ESTATES

PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

215-2011-CV-00536), wherein the parties agreed, among other things, to allow for the annexation of certain contiguous real estate owned by MATSON to the real estate contained within the geographical confines of Waterville Estates, said term of the Final Stipulation herein by reference; and,

WHEREAS, ARTICLE XIV of the REC's for WEA (Annexation) provided for the terms for the annexation of additional contiguous real estate into Waterville Estates; and,

WHEREAS, the real estate owned by MATSON is derived from tow merged parcels and the title to said parcels may be found in the Grafton County Registry of Deeds as follows: a deed from Hilltop Views Development LLC to Lewis and Christine Matson dated October 9, 2009 and recorded at Book 3653, Page 0347. A deed from Welby E. Boughton III and Bruce E. Boughton to Lewis A. and Christine A. Matson dated March 8, 2012 and recorded at Book 3893, Page 0487, and a deed from Lee Gazlay Boughton, Administrator of the Estate of Peter D. Boughton dated March 19, 2012 and recorded at Book 3893, Page 0483.

WHEREAS, in accordance with ARTICLE XIV, Section A, MATSON, by their execution of this document acknowledge that the within described real estate will be annexed to Waterville Estates; and,

WHEREAS, MATSON, for themselves, their heirs, successors, further acknowledge that this annexation will result in the property becoming subject to the By-Laws, REC's and their various requirements, obligations and benefits inherent in the ownership of real estate in Waterville Estates.

Recorded February 4, 2013, Book 3952, Page 0564 at Grafton County Registry of Deeds.

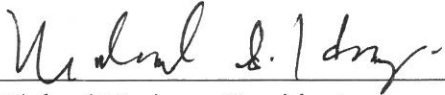
The undersigned President of Waterville Estates Association certifies the following:

That by the requires 60 % affirmative vote of the Association members qualified and voting, the following was approved on May1, 2018 to increase the Recreation fee by Two Hundred Dollars (\$200).

I further certify that I am the duly elected President of Waterville Estates Association and that the vote here in above set forth is still fully force and effect.

I further certify that I am the duly elected President of Waterville Estates Association Inc. Witness my hand and seal of the Association, and the vote herein above set forth is still in force and effect.

STATE: New Hampshire
COUNTY: Grafton



Michael Hering – President

WATERVILLE ESTATES
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

Personally, appeared the above-named *Michael Hering* of Waterville Estates Association Inc. and acknowledge the foregoing to be his free act and deed.



Notary Public

Sarah Sidor

My Commission Expires February 15, 2022

