



(M)  
Otter Cove Homes  
66 Fernald Drive  
Nottingham, NH 03290

*Cathy Ann Seacey*

RECORDING 86.00  
SURCHARGE 2.00

**DECLARATION OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
of the  
FREDERICK LANE HOMEOWNERS ASSOCIATION  
Nottingham, New Hampshire 03290**

This Declaration of Covenants, Easements, and Restrictions (hereafter the "Declaration") is made as of the 21<sup>st</sup> day of January, 2026 by **OTTER COVE HOMES, LLC**, a New Hampshire limited liability company with a business address of 66 Fernald Drive, Nottingham, County of Rockingham, State of New Hampshire 03290, hereafter referred to as the "Declarant".

**RECITALS**

A. The Declarant is the owner of a certain tract of land situated in the Town of Nottingham, County of Rockingham, State of New Hampshire, being identified as "Tax Map 23, Lot 11" (the "Premises") on the Tax Maps of the Town of Nottingham current as of the date hereof. Declarant acquired said Premises by deed of Frederick S. Fernald, individually and as Trustee of the Frederick S. Fernald 1992 Trust, dated June 7, 2024 and recorded in the Rockingham County Registry of Deeds on June 11, 2024 at Book 6552, Page 2727); and

B. Declarant has subdivided the said Premises into twenty-six (26) separate tracts or parcels of land, together with certain common areas including roadways, as shown on that certain plan entitled "25 Lot Open Space Development Plan" prepared by Berry Surveying & Engineering dated February 15, 2023, last revised January 9, 2025, said plan recorded in the Rockingham County Registry of Deeds as Plan #44899 (hereafter, the "Plan"); and

C. The within Declaration affects six (6) of the subdivided lots referenced on the Plan, being Lots 11-20, 11-21, 11-22, 11-23, 11-24, and 11-25 (the "Frederick Lane Lots" or the "Lots"). Declarant intends to own, develop, sell and/or convey ownership of one or more of the said Lots as residential house lots, either in the present or in the future, that shall all draw frontage and/or access and egress to and from the streets and ways of the Town of Nottingham and State of New Hampshire via "Frederick Lane," a private way shown on said Plan.

D. Declarant intends to convey title to the common area upon which the said Frederick Lane shall be situated, to a not-for-profit corporation established under the laws of the State of New Hampshire and known as "Frederick Lane Homeowners Association," (the "Association") and

E. Declarant hereby declares and imposes upon said Frederick Lane Lots mutual and beneficial protective covenants, restrictions and easements governing the said Lots, the said Frederick Lane, and certain common facilities serving the said Lots.

***NOW THEREFORE***, each and every deed hereafter conveying any interest in the above-described Lots shall be subject to and with the benefit of the following restrictions, covenants and easements which shall run with the land and inure to the benefit of the Declarant and each of the owners of the above-described Lots, their heirs, grantees, successors and assigns forever.

**1. APPLICABILITY.**

**1.1 Acceptance of Deed.** Acceptance of a deed for any of the Frederick Lane Lots shall constitute an agreement by the grantee(s) of said Lot, together with their heirs, successors and assigns, to encumber said lot or lots by this Declaration, and to become members of the Frederick Lane Homeowners Association established by the Declarant for the purpose of owning, maintaining and improving the said Frederick Lane and managing certain common facilities as set forth herein.

**2. USE OF LOTS, COMMON AREA ROADWAY AND COMMON FACILITIES.**

**2.1 Single-Family Residence.** No Lot shall be used for any purpose other than as a single-family residence, which may include an accessory dwelling if permitted by law and applicable Town regulations. "Home occupations" as defined and permitted in the Town of Nottingham Zoning and Planning ordinances may exist on the Lots provided they occur in conformance with all applicable land use regulations of the Town of Nottingham, New Hampshire (the "Town").

2.2 Roadway. Each owner of said Lots, and such owner's invitees and guests, shall have an easement in perpetuity over the said Frederick Lane to gain access to and egress from the streets and ways of the Town of Nottingham to the Frederick Lane Lots, which easements shall run with the land. Use of said Frederick Lane is limited to the purposes set forth in this Declaration.

2.3 Common Facilities. The Association shall have an easement over the Frederick Lane Lots for the purpose of installing, managing, administering, improving, maintaining, repairing, replacing and otherwise dealing with all drainage features, pipes, basins, ponds, berms, swales and other facilities, wherever located, which serve any one or more of the Frederick Lane Lots in common. The foregoing easement shall run with the land in perpetuity. The Association shall provide advance, reasonable written or email notice to the applicable Lot owner(s) prior to non-emergency access to such owner's Lot hereunder, and in the case of emergency access where prior notice is not given, the Association will provide such written or email notice to the applicable Lot owners as soon as reasonably possible after such emergency access.

2.4 Further Subdivision. The Declarant reserves for itself, or its heirs, successors or assigns, the right to further subdivide any parcel subject to the terms of this Declaration. Any further subdivision shall be accomplished only in accordance with the Zoning Ordinance and Land Use Regulations of the Town of Nottingham as may then be in effect. In the event of further subdivision, any and all lots that are further subdivided shall be subject to the terms and conditions of this Declaration and the Bylaws of the Association recorded herewith. Upon such further subdivision, any enlargement of the roadway shall require either (a) the full consent of all members of the Association who shall then all continue to share in the costs and expenses to maintain the roadway as it may be enlarged, or (b) a "sub-association" shall be formed wherein the owners of record of lots drawing frontage from the new roadway shall be solely responsible for the costs associated with the new roadway while simultaneously sharing, on a pro-rata basis, the costs of maintaining the initial Frederick Lane roadway. If as a condition of further subdivision approval, the roadway must be brought up to town road standards under Article 15 of the Town Subdivision Regulations, all costs associated with such upgrade shall be borne by the party or parties seeking to enlarge the subdivision, unless the Members of the Association unanimously vote to share in such expense of upgrading the roadway to Town standards.

### 3. ASSOCIATION OF HOMEOWNERS.

3.1 Mandatory Membership: Declarant has established a not-for-profit corporation named "Frederick Lane Homeowners Association" (hereafter the "Association") to own the said Frederick Lane and to operate, manage, repair, replace and otherwise deal with certain common facilities serving the Frederick Lane Lots. The owners of record of each of the Lots, either presently established or as may be further subdivided and established in the future, shall automatically become members of the Association and subject to the terms of this

instrument, the Bylaws of the Association, and any rules and regulations promulgated hereunder. There shall be no other members in the Association other than the owners of the said Frederick Lane Lots, including any additional owners resulting from further subdivision as provided in Section 2.4 above.

3.2 Responsibility of Association. The Association shall have the responsibility of administering common area improvements and maintenance, which include the roadway and any drainage systems as may be necessary for the proper operation of the roadway. The Association shall have the responsibility of managing, administering, improving, maintaining, repairing and replacing all drainage features, pipes, basins, ponds, berms, swales and other facilities, wherever located, which serve the Frederick Lane Lots in common. The Association shall establish the means and methods of collecting the assessments for common area maintenance and expenses, including but not limited to maintaining, plowing and sanding Frederick Lane (unless or until Frederick Lane becomes a public highway under RSA 229:1 if or when the Association or any member or members thereof improves the said road to applicable Town standards for public ways set forth in Article 15 of the Town of Nottingham Subdivision Regulations as may then be in effect), maintaining all drainage systems, vegetation and other essential elements of Frederick Lane to ensure its suitability for access to and egress from the Lots to the streets and ways of the State of New Hampshire. The Bylaws of the Association shall be recorded herewith in the Rockingham County Registry of deeds, or as may be amended by the Association from time to time.

3.3 Binding Terms: All present or future Lot owners, as well as the tenants and occupants of any of said Lots, are subject to the provisions of this Declaration, as the same may be amended from time to time, as well as any and all Bylaws and amendments thereto of the Association, and any and all rules promulgated by the Association (all together the Declaration, Bylaws and Rules). The acceptance of any conveyance of, or the entering into occupancy of, any Lot shall constitute an agreement that the provisions of this Declaration, Bylaws and Rules, as they may be lawfully adopted from time to time, are accepted and ratified by such Lot owner (including tenants and occupants), and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Lots, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

3.4 Fees: Each Lot owner shall pay the monthly fee set by the Association (the "Monthly Fee") as provided in the Bylaws together with any special assessments or other charges determined in accordance with the Bylaws. Failure to pay the Monthly Fee or other charges shall be grounds for an action by the Association to recover sums due, for damages, or for injunctive relief. The Association shall be entitled to place a lien on any Lot for non-payment of the Monthly Fee or other charges. All such actions in law or inequity by the Association shall be authorized by resolution of the Board of Directors, and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, as more particularly set forth in the Bylaws.

**4. EASEMENTS WITH RESPECT TO ROADWAY AND COMMON FACILITIES,**

**4.1 Slopes/Embankments/Drainage/Title to the Roadway:**

(i) Declarant establishes and reserves for itself and its heirs, successors and assigns, perpetual access, drainage, maintenance, slope, grading, landscaping and utility easements over and upon the said Frederick Lane as shown on the above-referenced Plan as shown on plans D-44899 entitled “Open Space Subdivision” approved by Nottingham Planning Board January 1, 2025 and D-45024 entitled “Easement Plan” prepared by Berry Surveying & Engineering dated April 30, 2025 filed at Register of Deeds, Rockingham County; said plan shall be maintained in the office of the Town of Nottingham Planning Department (hereafter the “Roadway Plan”). Declarant retains the right to create slopes, embankments, landscaping and drainage, in and upon any one or more of the Frederick Lane Lots or any other lot in the subdivision as shown on said Plan and/or as required by the Town, and the right to convey Frederick Lane to the Association unless and until said roadway is accepted as a public way under RSA 229:1. Declarant retains the right to install, manage, administer, improve, maintain, repair, replace and otherwise deal with all drainage features, pipes, basins, ponds, berms, swales and other facilities which serve any one or more of the Frederick Lane Lots in common, wherever located, and to enter upon any one or more of the Frederick Lane Lots or any other lot in the subdivision as shown on the Plan and/or as required by the Town. Such easements may be created on any Lot with the signature of the Declarant only, without the signature of the owner thereof. All deeds for Lots from the Declarant shall specifically reserve to the Declarant, its transferees and assigns, including the Association and/or the Town, easements as shown on the Plan, but failure to so describe the easements does not affect the validity, existence or enforceability of the easements herein declared and reserved. Any such common facilities may be located and constructed within Frederick Lane as may be necessary to provide such common facilities to the Lots, provided that no such activity shall negatively affect the rights of any Lot owner in the subdivision. The cost of installation, maintenance and repair of such common facilities shall be borne by the party that installs such common facilities, except in the event that more than one of the Lots subject to the terms hereof are serviced by common facilities, then the cost shall be borne on a pro-rata basis by each Lot owner benefited by such common facilities. In all events, the party completing the installation, maintenance or repair of such common facilities within the area subject to this easement shall restore, or cause to be restored, such area to its original condition

(ii) Each Lot conveyed by the Declarant shall have the right of ingress and egress over Frederick Lane to the extent necessary for access to the Lot. No Lot owner (except the Declarant prior to conveyance of the Lots) shall have fee title to Frederick Lane; title shall be vested in the Association as set forth above, unless and until the Association shall convey Frederick Lane to the Town as a public way.

(iii) Further, each Lot shall have an easement for the construction, maintenance, operation and repair of above ground and/or underground utility services upon and across Frederick Lane to benefit any Lot drawing frontage from the said Frederick Lane, including lots as may be further subdivided in the future, for the benefit of the residential houses and any other structures built upon the said Lots. Such utilities may include, but not be limited to, water,

sewer, electricity, telephone, cable television, or any other electronic or digital technology or other public utility as is commonly used in residential structures. Any such utility or utilities may be located and constructed within Frederick Lane as may be necessary to provide such utilities to the Lots, provided that no such activity shall negatively affect the rights of any other Lot owner in the subdivision. The cost of installation, maintenance and repair of such utility or utilities shall be borne by the party that installs such utility or utilities, except in the event that more than one of the Lots subject to the terms hereof are serviced by such utility or utilities, then the cost shall be borne on a pro-rata basis by each lot owner benefited by such utility or utilities. License is hereby granted to any utility service provider, technician, tradesman, contractor or subcontractor to enter upon Frederick Lane or the affected Lots, or any future lot as may be further subdivided from the Lots subject to this Declaration, for the purpose of installing, maintaining, repairing or replacing said utility or utilities. In all events, the party completing the installation, maintenance or repair of such utility or utilities within the area subject to this easement shall restore, or cause to be restored, such area to its original condition.

(iv) Further reference is made to “Easement Plan” D-45024 set for further details on the construction of Frederick Lane and drainage system for said Frederick Lane, and all other drainage features, pipes, basins, ponds, berms, swales and other facilities serving the Frederick Lane Lots in common, which sheets shall be maintained in the office of the Town of Nottingham Planning Department. The Association shall likewise maintain a full set of the subdivision plans, to include “Easement Plan” D-45024, for further reference by the Association to the details of said roadway, drainage system, and other common facilities serving the Lots for future maintenance and repair thereof.

(v) No Lot owner shall install in-ground irrigation systems in any portion of Frederick Lane, in the shoulders of Frederick Lane, in any drainage area(s) shown on the Plans. Likewise, no gate, bar, speed bump or other impediment to safe and efficient travel upon Frederick Lane shall be installed by any Lot owner; such actions may only be undertaken by the Association upon the vote of the Board of Directors.

4.2 Reserved.

4.3 Roadway and Common Area Maintenance.

(i) Responsibility for the maintenance, repair, plowing, and control of Frederick Lane and common facilities as described herein, shall be that of the Association.

(ii) The Association shall be responsible for maintaining Frederick Lane to such specifications necessary to insure vehicular access for motor vehicles, including utility and emergency vehicles, in a good and passable condition, to include, but specifically not be limited to, road plowing, salting or sanding, seal coating or overlaying the road surface when necessary, maintaining vegetation in the road right of way, including the cul-de-sac, to prevent degradation to the pavement and drainage systems, restoring the edges and slopes whenever degraded by weather or other causes, cutting the vegetation along Frederick Lane and within the cul-de-sac to

prevent excessive growth and degradation to Frederick Lane and its underlying materials, and to otherwise preserve and maintain Frederick Lane in a safe and effective manner.

(iii) Each Lot owner assumes responsibility for transporting any children residing in any home located upon the Lots to the nearest existing regular school bus stop.

(iv) The Association shall hereby have and retain access easements to Lots in the subdivision for the purposes of constructing, maintaining, repairing and replacing any portions of Frederick Lane, the drainage system, pipes, basins, ponds, berms, swales and other facilities serving the Frederick Lane Lots in common, and the various drainage, grading and slope easements shown on the Plan. The Association shall indemnify and hold harmless any Lot owners with respect to any claims arising from work done to construct or maintain such areas.

(v) The Members of the Association are advised that the Town shall have no responsibility for right of way maintenance including, but not limited to, landscaping, snow plowing or snow removal, nor liability for the damages resulting from the use of the road, which obligations shall remain those of the Association unless and until Frederick Lane becomes a public way. Further, the Members of the Association do hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining the road, which is a private road as provided in the Nottingham Subdivision Regulations Article 15.4 "Private Roads", from any claim of any nature, whether in tort or otherwise, which the Declarant, Association or any Lot owner may have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including, but not limited to, police, fire and ambulance services, arising out of the use or condition of the road prior to Town acceptance of Frederick Lane as a public road; and

## 5. GENERAL PROVISIONS.

5.1 Full Force and Effect. All of the foregoing covenants, conditions, easements, reservations, and restrictions shall continue and remain in full force and effect at all times against the owner of any Lot encumbered by this Declaration regardless of how title was acquired for a period of ninety-nine (99) years from the date of recording of this Declaration, after which time said Covenants will be automatically extended for successive periods of ninety-nine (99) years unless otherwise terminated in accordance with the terms hereof or as required by law.

5.2 Entry by Declarant. Declarant, as long as it owns an interest in any Lot encumbered by this Declaration (until the expiration of Declarant's period of control) or remains obligated for any development work, reserves the right to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by this Declaration for the purpose of carrying out and completing the development of the subdivision, as well as to abate, remove or correct any violations of this Declaration, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong. However, the provisions of this paragraph shall not be deemed to obligate Declarant to, in fact, take such action once it has

turned over authority or responsibility for enforcement of this Declaration to a successor subdivider/developer or to the Association.

5.3 Control by Declarant. The Declarant reserves the right to appoint and remove some or all of the officers of the Association or its Board of Directors, or both, and to exercise powers and responsibilities otherwise assigned by this Declaration, the By-Laws, the Board of Directors, and/or its Officers. This reserved right of control shall continue until the Declarant turns over the powers and responsibilities of the Association as described in the Bylaws of Frederick Lane Homeowners Association. Notwithstanding the foregoing, any proposed termination of or amendment to this Declaration or the Bylaws that changes the maintenance obligations or the enforcement powers of the Association shall require written approval of the Town of Nottingham's Planning Board. That approval shall be recorded at the Rockingham County Registry of Deeds with the amendment, and no amendment that changes the maintenance obligations or the enforcement powers of the Association shall be effective if the Planning Board's approval is not so recorded.

5.4 Penalties. Declarant, or the Association upon transfer by the Declarant of the enforcement rights to the Association, shall have the right, in addition to any other applicable remedies legally available, to assess a penalty in the amount of twenty-five dollars (\$25.00) per day for the violation or breach of any of the terms of the covenants, conditions, reservations or restrictions of this Declaration upon failure of a Lot owner to cure such violation for a period of thirty (30) days' after notice to the violator is given. Declarant or the Association shall have the right to increase the daily penalty to fifty dollars (\$50.00) for each day over sixty (60) days the violation persists.

5.5 Invalidation. Invalidation of any one of the terms of this Declaration by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5.6 Conflicts. This Declaration shall be read in conjunction with all other recorded documents affecting the subdivision including recorded plans. In the event of a conflict between this Declaration and any other recorded documents affecting use of the Lots or subdivision property, the more restrictive provision shall govern the use or activity on the Lot or Lots in the subdivision.

5.7 Incorporation in Deeds. At the time of conveyance of each deed of transfer of title to any Lot, the deed shall include language binding the grantees to the terms of this Declaration and related Bylaws of the Association. Notwithstanding the foregoing, failure to specifically refer to and include or incorporate this Declaration in deeds to any Lot shall not in any manner affect the validity and effectiveness of this Declaration upon any Lots made subject to them and each Lot shall be encumbered by this Declaration even if there is no reference to the same in a deed for a Lot, whether from the Declarant or from a subsequent Lot owner.

5.8 Notice. Any notice provided for in this Declaration shall be served by (i) being delivered in hand to the dwelling on any Lot, or to such other address or location as a Lot owner may have specified in writing to Declarant or to the Association, or (ii) by electronic mail

provided the Lot owner acknowledges receipt or the sender does not receive any electronic notice that the email address to which the message is sent is either invalid or not in service. Such notice shall also be deemed delivered if properly addressed and sent by first class mail, except in a case where the penalty assessment provisions of this Declaration may be invoked for failure to comply in which case such notice shall be sent by first class mail and certified mail, return receipt requested, and shall be deemed received upon signing of the receipt or five (5) days after the first notice of attempt to deliver certified mail.

5.9 Successor Declarant. The Declarant does hereby reserve the right to convey its rights and reservations made herein to a successor in the event the Declarant still owns one or more Lots and conveys its remaining right, title and interest in the subdivision to a successor developer.

5.10 Amendment: Town Approval Required. This Declaration may be amended by a two-thirds (2/3) vote of the qualified members of the Association (subject to section 5.3 above during the Declarant's period of control). Any amendment must be recorded at the Rockingham County Registry of Deeds. In no event may any amendment deviate from the private road standards of Article 15 of the Town of Nottingham Subdivision Regulations as may then be in effect. If not so recorded, the amendment shall be of no force and effect. Notwithstanding the foregoing, any proposed termination of or amendment to this Declaration or the Bylaws that changes the maintenance obligations or the enforcement powers of the Association shall require written approval of the Town of Nottingham's Planning Board. That approval shall be recorded at the Rockingham County Registry of Deeds with the amendment, and no amendment that changes the maintenance obligations or the enforcement powers of the Association shall be effective if the Planning Board's approval is not so recorded.

5.11 Town Rights and Remedies. The Town shall have all rights and remedies available to it at law and in equity, and the specific right under this Declaration and the Bylaws, after reasonable notice to the Declarant (or the Association after Declarant has turned over its authority and obligations to the Association) to enforce the requirements in these Declarations, to perform any maintenance, and to repair any damage to Town property caused by the malfunction or failure of the same. The Town shall additionally have the right (but not the obligation) to enter upon any of the land subject to these Declarations and to perform such remedial work on it and/or its own property as may be required in the Town's reasonable and sole discretion. Should the Town engage in any such repairs or remediation and/or take enforcement action against the Declarant or Association, it shall be entitled to recover its costs and expenses, including reasonable attorney's fees and the cost of any remedial or repair work which may have been done by the Town. The Town's right to place a lien for all amounts its entitled to collect shall be equal to the Association's rights as described in the Bylaws Article V. Section 7. Nothing shall be construed to require the Town to take any such enforcement action, make repairs or take remedial action. The failure of the Town to enforce Declarant or Association's obligations as provided in this paragraph shall not constitute a waiver of the Town's right to enforce such obligations in the future. All rights, remedies, and privileges granted to Town herein shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Town from exercising such privileges as may be granted to it herein or at law or in equity.

Executed this the 21 day of January, 2026.

**DECLARANT:**

**Otter Cove Homes, LLC**

By: *Joseph H. Fernald*  
Joseph H. Fernald

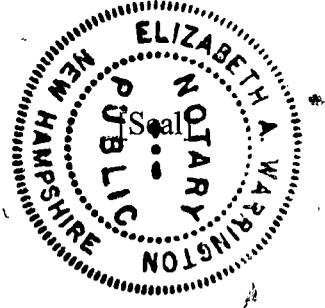
STATE OF NEW HAMPSHIRE

COUNTY OF Rochester

Personally appeared the above named Dawn M. Fernald, Manager of Otter Cove Homes, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed above, who acknowledged that she executed the within in her capacity as Manager of Otter Cove Homes, LLC and of her own free act and deed for the purposes therein contained, before me,

Dated: 1/21/2026

*Elizabeth Warrington*  
Notary Public/Justice of the Peace  
My Commission Expires:



**ELIZABETH WARRINGTON**  
Notary Public, State of New Hampshire  
My Commission Expires October 30, 2029

BY-LAWS

OF

FREDERICK LANE HOMEOWNERS ASSOCIATION

ARTICLE I

Establishment of Association; Membership

Frederick Lane Homeowners Association has been established to own Frederick Lane and to operate, manage, repair, replace and otherwise deal with Frederick Lane and those certain common facilities serving the Frederick Lane Lots. The owners of record of each of the Lots, either presently established or as may be further subdivided and established in the future, shall automatically become members of the Association and subject to the terms of these By-laws and any rules and regulations promulgated hereunder. There shall be no other members in the Association other than the owners of the said Frederick Lane Lots. The terms “member(s)” and “owner(s)” shall be used interchangeably in these By-laws.

Any capitalized term used but not defined herein shall have the meaning ascribed to it in that certain Declaration of Covenants, Easements and Restrictions of the Frederick Lane Homeowners Association dated on or about the date hereof (the “Declaration”).

From and after the date of recording these Bylaws, Otter Cove Homes, LLC (the “Declarant”) will exercise all powers and responsibilities assigned by these Bylaws and the Declaration of Covenants until such time as the Declarant turns over said powers and responsibilities to the future owners of record and the Association has elected a Board of Directors. Said transfer shall not occur later than whichever of the following occurs first: (a) the time when the Declarant has completed passing of title to third-party purchasers which are assigned a total of 75% of the undivided interest in the common areas, or (b) the expiration of five (5) years from the date of the incorporation of the Association. No contract binding the Association, the Board of Directors, or the owners of record shall be binding after the termination of the Declarant’s control unless ratified or renewed with consent or affirmative vote of the owners of record of the majority of the Lots in the Association.

ARTICLE II

Meetings of the Membership

Section 1. Regular Meetings. Annual regular meetings of the members shall be held on the first week in April of each year, at the office of the Association or such other location as reasonably determined by the Board of Directors, for the purpose of electing a Board of Directors and transacting such other business as may come before the members.

Section 2. Special Meetings. A special meeting of the members may be called at any time by the vote of the majority of the Board of Directors, or upon petition to the Secretary or President of the Association by no less than one-fifth (1/5) of all of the members, or by the Declarant. At each special meeting of the members, only such business as stated in the call of said meeting shall be transacted.

Section 3. Notice of Regular and Special Meetings. The notice of each regular or special meeting shall be given in person or mailed by any officer of the Association to all persons who appear as owners of Lots on the records of the Association, not later than twenty-one (21) days prior to such meeting. The notice shall state the time and place of said meeting and shall state the business to be transacted at the meeting. Notice to an owner shall be deemed given when mailed, postage prepaid, addressed to said owner at his address as it appears on the Association records.

Section 4. Quorum. At any meeting of the members, the presence in person or by proxy of owners owning not less than fifty percent (50%) in number of all the Lots shall constitute a quorum.

Section 5. Voting. Voting shall be by Lot and each Lot shall be entitled to one vote. Votes may be cast in person or by proxy by the respective Lot owners. An executor, administrator, guardian or trustee of any Lot owner may cast the vote for said Lot provided that he/she shall first present evidence satisfactory to the Secretary of the Association that he/she holds and controls the vote of said Lot in such capacity. The vote for any Lot owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others and in case of protest, each co-owner shall be entitled to only a share of such vote in proportion to his/her share of ownership in said Lot.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and keep with the records of the Association, copies of all resolutions adopted and minutes of all other transactions occurring at such meetings.

Section 7. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all members. Electronic signatures and email confirmation of affirmative vote shall satisfy the requirement of a signed consent. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members at a meeting.

### ARTICLE III

#### Board of Directors

Section 1. Board. The powers, business, affairs and property of the Association shall be exercised, conducted and controlled by a Board of Directors consisting of not less than three (3)

nor more than five (5) Directors. The Declarant shall have all the powers of duties of the Board of Directors until the Association is formed.

Section 2. Qualification. Directors shall be elected from the membership of the Association and shall continue to be members throughout their term of office.

Section 3. Compensation. The Directors shall receive no compensation or expenses from the Association for their services in acting as Director.

Section 4. Term of Office. The Directors shall be elected for a two-year term and each shall hold office until his or her successor is duly elected and qualified.

Section 5. Election. The Directors shall be elected after the Transition Date as defined in the Declaration by a majority of the members of the Association at the annual meetings or any special meeting called for that purpose. Prior to the Transition Date, the Declarant, Otter Cove Homes, LLC shall elect the Board of Directors as provided in Article 5.3 of the Declaration. The initial Board of Directors shall be elected by the affirmative vote of a majority of the Incorporators of the Articles of Agreement of the Association.

Section 6. Removal of Directors and Vacancies. Any Director elected by the members may be removed, with or without cause, at a meeting of the Association, by a majority vote of the members. Prior to any meeting in which there is to be a vote regarding removal of a Director, all members and the Director to be removed shall be given no less than ten (10) days' prior written notice of such meeting, and the affected Director shall have an opportunity to be heard at such meeting prior to any vote of the members. Vacancies in the Board arising for any reason (including but not limited to removal by vote of the members, or the fact that a Director has ceased to be a member) shall be filled by a majority vote of the remaining Directors, and such person filling the vacancy shall hold office until the expiration of the term being filled.

Section 7. Regular Meetings. The first meeting of the Directors shall be held immediately after their election by the members for the purpose of election of officers. All members of the Association shall be given no less than seven (7) days' notice of all meetings, except with respect to regularly scheduled meetings which are otherwise effectively noticed, such as by an annual meeting schedule provided to the members.

Section 8. Special Meetings. The President, when he deems necessary, shall call a special meeting of the Board of Directors and each call for a special meeting shall be in writing and upon giving no less than seven (7) days' notice to members of the Board and all members of the Association and stating the purpose of the meeting.

Section 9. Quorum. A majority of the Board of Directors shall constitute a quorum.

Section 10. Virtual Participation in Meetings. Directors may participate in a meeting of the Board of Directors by telephone, video conference, or similar means of communication, provided that all persons participating in the meeting can hear each other. Participation in a meeting virtually shall constitute presence in person at such meeting.

Section 11. Powers and Duties.

11.1 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles of Agreement, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or New Hampshire law do not direct to be done and exercised exclusively by the members. The Board in no event shall take any action that would breach the provisions of the Declaration.

11.2 Duties. In addition to any duties imposed by any resolution of the Association that may hereafter be adopted, the duties of the Board shall include, without limitation:

- (a) preparing and adopting an annual budget and establishing each owner's share of common expenses;
- (b) levying and collecting such assessments from the owners and establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Area;
- (d) designating, hiring, overseeing and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening of bank accounts on behalf of the Association and designating the signatories required; depositing all funds received on behalf of the Association in such bank accounts, and using such funds to operate the Association, provided, any reserve funds may be deposited, in accordance with the Board's business judgment, in depositories other than banks;
- (f) making, amending and enforcing rules and regulations in accordance with the Declaration, provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule if the Board determines that the Association's position is not strong enough to justify taking enforcement action;
- (g) obtaining and carrying property and liability insurance, and other insurance required by the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (h) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific owners;
- (i) keeping books with detailed accounts of the receipts and expenditures of the Association, specifying the maintenance and repair expenses and any other expenses incurred;

(j) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Premises;

(k) indemnifying the Declarant, a director, officer, former director or officer of the Association, or other Designated Person, to the extent such indemnity is required by Article VI, New Hampshire law, the Articles of Organization, or the Declaration; and

(l) enforcing the provisions of recorded title encumbrance documents and contracts that benefit the Association.

(m) in the event of any resale of a Lot, providing to any prospective purchaser of such Lot, the following information as required under RSA 356-A:9-b, within ten (10) days of receipt of a request therefor: (a) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding 2 fiscal years; (b) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors; (c) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available; (d) A statement of the status of any pending suits or judgments in which the Association is a party defendant; (e) A statement setting forth what insurance coverage is provided for all Lot owners by the Association and what additional insurance coverage would normally be secured by each individual Lot owner; and (f) A statement that any improvements or alterations made to the Lot by the prior owner are not known to be in violation of any restrictions and covenants imposed upon the subdivided lands, or disclosure of any known exceptions to the foregoing statement.

## ARTICLE IV

### Officers

Section 1. Designation. The Officers of the Association shall be the President, Treasurer, Secretary and any other officers as may be designated by the Board of Directors.

Section 2. Election. After the Transition Date all Officers of the Association shall be elected or appointed by the Directors from the membership, except that the Secretary need not be a member. All Officers shall serve at the pleasure of the Board of Directors and may be removed or replaced at any time by the Board of Directors, with or without cause. Prior to the removal of an Officer, all Directors and the Officer to be removed shall be given no less than ten (10) days' prior written notice of such meeting, and the affected Officer shall have an opportunity to be heard at such meeting prior to any vote of the Directors. Prior to the Transition Date, all officers shall be appointed as provided in the Declaration.

Section 3. Duties. The duties of the officers shall be as determined from time to time by the Board of Directors. In the absence of any contrary determination by the Board of Directors,

the President or the Treasurer of the Association acting either singly or jointly shall have the authority to sign all checks, drafts and other documents on behalf of the Association.

## ARTICLE V

### Fees and Assessments

#### Section 1. Budgeting and Allocating Common Expenses.

At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund as may be established by the Board. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Specific Assessments against the Lots, as defined and authorized herein.

The Association is hereby authorized to levy assessments against all Lots at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses ("Base Assessments").

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by Members representing at least 75 % of the total owner votes, or by the Declarant prior to the Transition Date. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws, which petition must be presented to the Board within twenty (20) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the members and/or the Declarant to disapprove the revised budget as set forth above.

#### Section 2. Special Assessments.

In addition to other authorized assessments, the Association may levy assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted ("Special Assessments"). Any such Special Assessment may be levied against the entire membership (all Lots), if such Special Assessment is for Common Expenses, or against a certain Lot or Lots if the unbudgeted expense relates to and benefits only such Lot or Lots. Except as otherwise

specifically provided in the Declaration, any Special Assessment shall require the affirmative majority vote of all of the members (if a Common Expense) or the affirmative majority vote of all members who will be subject to such Special Assessment, and if such Special Assessment applies to any Lot owned by the Declarant, the affirmative vote or written consent of the Declarant, prior to the Transition Date. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 3. Time of Payment.

The obligation to pay assessments shall commence for each Lot on the first day on which the Board first determines a budget and levies assessments pursuant to this Article. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of days remaining in a month and the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require evidence that payment of assessments will be handled at or prior to the transfer of title to a Lot. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, one-twelfth of the Base Assessment shall be due and payable in advance on the first day of each month.

Section 4. Obligation for Assessments.

Each owner, by accepting a deed, is deemed to covenant and agree to pay all assessments applicable to such owner pursuant to the Declaration and these By-Laws. All assessments, together with interest (computed from the expiration of a ten (10) day grace period after its due date at a rate of 10% per annum or such reasonable higher rate as the Board may establish, subject to the limitations of New Hampshire law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each owner until paid in full. Upon a transfer of title, the grantee shall be jointly and severally liable for any assessments and other charges due with respect to such Lot at the time of conveyance.

Failure of the Board to establish assessment amounts or rates or to deliver or mail to each owner an assessment notice shall not be deemed a waiver, modification, or a release of any owner from the obligation to pay assessments. In such an event, each owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No owner may exempt himself/herself from liability for assessments by non-use of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon written request from an owner, mortgagee, or other person designated by the owner, furnish a certificate (in recordable form for the Registry of Deeds) within seven (7) business days of its receipt of a request, in recordable form, signed by an officer of the Association setting forth whether assessments for such owner's Lot(s) have been paid and any delinquent amount. Such certificate shall be binding upon the Association, the Board, and the owners. The Association may require the advance payment of a processing fee in the amount of twenty-five dollars (\$25.00) for the issuance of such certificate. Failure of the Association to timely provide a certificate requested hereunder shall render any existing or potential lien for unpaid assessments due from the then owner unenforceable against the Lot or such prospective purchaser, if the prospective purchaser purchases within 45 days of the date of request.

Section 5. Lien for Assessments.

Subject to the limitations of New Hampshire law, (i) all assessments and other charges of the Association authorized in this Article or elsewhere in these By-Laws shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid; (ii) the lien shall also secure payment of interest as set forth in Section 4 of this Article, late charges as determined by Board resolution, and costs of collection (including reasonable attorneys' fees, lien fees and administrative costs); (iii) the lien shall be superior to all other liens, except those deemed by New Hampshire law to be superior.

The Association may bid for a Lot or the development rights for any Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the same. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments, unless the Association failed timely to provide a certificate pursuant to Article V, §4 after request and payment for same, in which event the lien shall be extinguished in full. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure. The subsequent owner of the foreclosed Lot shall not be personally liable for assessments on such Lot due prior such acquisition of title. The owner/mortgagor of the foreclosed Lot shall remain personally liable for assessments on such Lot due prior to the foreclosure.

Section 6. Exempt Property.

The following property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) All Common Area;

- (b) Any property owned by the Association; and
- (c) Any and all property owned by a governmental entity, and any and all property owned by a non-profit conservation entity and dedicated to conservation or maintenance of the environment.

ARTICLE VI

Indemnification

Section 1. Indemnification and Insurance. To the extent legally permissible, any Director or officer of the Association or former Director or officer of the Association, or any person who has at any time served as an incorporator, employee, agent or representative of the Association (the foregoing collectively referred to individually and without distinction as a “Designated Person”), shall be indemnified by the Association against all liabilities, and reasonable costs and expenses incurred by, or imposed upon, him or her in connection with, arising out of, or as a result of (1) any civil claim, action, suit, or other proceeding, (2) any criminal matter that is terminated either by a not guilty finding, by judicial dismissal resulting from defendant’s motion, or *nolle prosequi*, in each case without the party to be indemnified having engaged in any intentional, knowing, or willful violation of these By-laws or the Declaration, or (3) in connection with an appeal relating to any of the foregoing, in which he or she may be or become involved or with which he or she may be threatened, as a party, witness, or otherwise, by reason of his or her being or having been such a Designated Person, or by reason of any alleged action taken or omission made by him or her in any such capacity, whether or not he or she shall be such Designated Person at the time any such liability, cost, or expense is incurred by, or imposed upon, him or her, provided such person shall not be entitled to indemnification to the extent prohibited by applicable law in effect from time to time, or for civil penalties, as well as fees, costs and expenses in actions in which a civil penalty was assessed against the Designated Person seeking indemnification.

The extent of the rights of indemnification, as herein above set forth, shall include, without limitation, all liabilities, costs and expenses of defending, compromising, or settling any such claim, action, suit, or other proceeding, and the satisfaction of any judgment or decree entered or rendered therein,, but excepting civil penalties, as well as fees, costs and expenses in actions in which a civil penalty was assessed against the Designated Person seeking indemnification.

The Association shall have power to purchase and maintain insurance on behalf of any person who shall be, or who shall at any time have been, a Designated Person, against any liability incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

ARTICLE VII

Amendments

Section 1. Except as specifically provided otherwise herein, these By-Laws may be amended by a majority of the members of the Association provided that no such amendment shall create an inconsistency between these By-Laws and the Declaration or the Articles of Agreement. Prior to the termination of Declarant's control, these By-Laws may not be amended without the prior consent of the Declarant. Notwithstanding the foregoing, any proposed amendment to and/or termination of these Bylaws that changes the maintenance obligations or the enforcement powers of the Association shall require written approval from the Town of Nottingham's Planning Board. That approval shall be recorded at the Rockingham County Registry of Deeds with the amendment or termination, and no amendment or termination that changes the maintenance obligations or the enforcement powers of the Association shall be effective if the Planning Board's approval is not so recorded.

Section 2. In the case of conflict between the Articles of Agreement and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Adopted and dated as of this 21 day of January, 2026.

[Signature]  
Declarant: Otter Cove Homes, LLC

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[Signature]

ELIZABETH WARRINGTON  
Notary Public, State of New Hampshire  
My Commission Expires October 30, 2029

