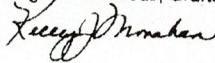


Doc # 0016937 Dec 20, 2011 1:06 PM  
Register of Deeds, Grafton County



**PAGE HILL COMMUNITY ASSOCIATION  
CAMPTON, GRAFTON COUNTY, NEW HAMPSHIRE  
CERTIFICATE OF VOTE  
AND  
REVISED AND RESTATED  
BY-LAWS**

The undersigned Secretary of Page Hill Community Association certifies the following:

WHEREAS, due to recording of previous amendments and ancillary documents to the By-Laws of the Page Hill Community Association, it has become unruly and cumbersome to keep track of each such amendment, and it has been determined that consolidation of such amendments into one form is desirable for sake of simplification for each member of the Page Hill Community Association;

WHEREAS, in order to accomplish such, it is necessary and desirable to create a revised and restated By-Laws;

WHEREAS, that in accordance with Article II of said By-Laws, as amended of record, and Article XIII of Page Hill Revised Property Restrictions, Easements and Covenants, dated May 5, 1988 recorded in Grafton County Registry of Deeds at Book 1743, Page 72, notice and ballots containing proposed Amendments to the said By-Laws of the Page Hill Community Association were properly mailed to the last known address of each member of Page Hill Community Association with a deadline for returning such ballots at least thirty (30) days after the mailing date;

WHEREAS, that by ballot-vote of Association members qualified and voting, the Amendments were approved by the 2/3 majority vote necessary under said Article II of the By-Laws and Article XIII of the Revised Property Restrictions, Easements and Covenants, respectively;

NOW THEREFORE, by virtue of said votes, the By-Laws of the Page Hill Community Association shall be amended, restated, superseded and revised as follows:

**ARTICLE I  
DECLARATION**

The original By-Laws of the Page Hill Community Association was recorded at the

Grafton County Registry of Deeds in Book 3751, Page 667, and the First Amendment to said By-Laws was recorded with said Deeds in Book 3751, Page 676 (which Amendment amended Article VI of the said By-Laws). The By-laws, as so amended, shall be and are hereby amended by deleting Articles I through XII and replacing same with the following:

**ARTICLE II  
NAME**

The name of the organization shall be the Page Hill Community Association (hereinafter the "Association").

**ARTICLE III  
PURPOSE**

The purpose of these By-laws is to describe the duties and methods of operation of the Association, which shall be to carry out and enforce the terms of these By-laws, as well as, the provisions of the Page Hill Second Revised Property Restrictions, Easements and Covenants, dated December 15<sup>th</sup>, 2011 and recorded in the Grafton County Registry of Deeds herewith, as may be amended from time to time, (hereinafter the "Covenants"). These By-Laws and the Covenants are the governing documents for the Town of Campton subdivision known as Page Hill.

**ARTICLE IV  
BOUNDARIES**

The boundaries of the Association shall be defined and extend to all such real property defined as Page Hill in said Covenants, as amended of record, and as said Page Hill may be expanded or contracted pursuant to the terms of said Covenants.

**ARTICLE V  
MEMBERSHIP**

Membership in the Page Hill Community Association shall consist of all owners in Page Hill, as said Page Hill is defined in said Covenants, as amended of record. All present and future Owners, mortgagees, lessees, or other persons who may make use of property within Page Hill in any manner shall be subject to and shall comply with the provisions of the Covenants and the herein By-laws, as same may be amended from time to time, and any other documents that pertain to the use and operation of Page Hill. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a dwelling in Page Hill shall constitute an acceptance of the terms of said Covenants and By-Laws and an agreement to comply with their provisions.

**ARTICLE VI  
BOARD OF DIRECTORS**

I. Board of Directors. The affairs of the Association of Owners shall be conducted by a

board of three (3) directors, which shall consist of a President, Secretary and Treasurer.

A. Term. Members of the Board at Directors shall serve for a term of three (3) Years. The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his or her membership on the Board shall thereupon terminate. At present there currently exists a duly elected Board of Directors. Each individual director's term is staggered so that the termination of same does not overlap with any other termination of term. Therefore, upon such termination only one director's position will be filled upon a vote at the Annual Meeting pursuant to Paragraph B below.

B. Election and Term. At each Annual Meeting, the Owners shall vote to elect directors based upon vacancies that exist on the Board of Directors. At least thirty (30) days prior to any Annual Meeting, the Board of Directors may elect a Nominating Committee of not less than three (3) Owners, and such Nominating Committee shall recommend to the Board one nominee for the vacant position on the Board of Directors to be voted on and filled at that particular Annual Meeting. Nominations for the Board of Directors may also be made from the floor at the Annual Meeting.

C. Resignation or Removal.

1. Resignation. Any member of the Board may resign at any time by giving written notice to the President, or if it is the President who is resigning to the Secretary.

2. Removal. Any member may be removed from membership on the Board by an affirmative vote of a majority of the Owners' total voting power. Such vote for removal shall be made at the Annual Meeting or Special Meeting, and the following shall apply:

i. At least twenty-one (21) days prior to such meeting, written notice shall be sent to all Owners stating: the date and time (if other than the Annual Meeting); the purpose of such vote and shall reference this Section. Such written notice shall first be sent to all Owner of record via email with read and delivery receipt to all Owners who have provided an email address to the Board. If read receipt indicates that the owner did not read the email or delivery receipt indicates that the notice was never displayed on the recipient's computer and five (5) business days have elapsed, then such written notice shall be sent via First Class Regular U.S. Mail. To those Owners without email or who have not provided their email address to the Board, notice shall be sent via First Class Regular U.S. Mail;

ii. At such meeting one Owner shall present cause for such removal, with a time limit of ten (10) minutes for such presentation. The would-be-removed director shall be afforded an equal opportunity to rebut such presentation. The floor may ask both presenters questions for an additional period of not more than ten (10) minutes, unless the non affected Board Members determine more time is warranted, not to exceed twenty (20) minutes. After all

applicable time has expired and assuming at a minimum of a simple majority of the Owner's total voting power is present, the Owners shall Vote. The results of such Vote shall be tallied and the results shall be announced in writing and forwarded by email or mail, according to the same procedure set forth in paragraph i above, within five (5) days of such vote. If a minimum of a simple majority of the Owner's total voting power do not show up at such meetings, the vote automatically fails. The results of such vote are final and shall not be challenged except in cases of fraud or misconduct on the part of the Board.

iii. No director shall be voted for removal more than one (1) time per calendar year.

3. Vacancies. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining directors shall elect a successor Director to serve until the next Annual Meeting of the Association at which time said vacancy shall be filled for the unexpired term.

D. Power and Authority of the Board of Directors. The Board of Directors, for the benefit of the Association and the Owners, shall enforce the provisions hereof as well as the Provision of the Covenants and shall acquire and shall pay out of the Common Expense fund hereinafter provided for the following:

1. Garbage collection, snow removal, electrical, telephone and gas and other necessary utility services for the Common Property (and to the extent not separately metered or charged to the Owners);

2. A policy or policies of fire insurance with extended coverage endorsement, for the full insurable replacement value of the improvements on the Common Property, or such other fire and casualty insurance, as the Board of Directors shall determine gives substantially equal or greater protection to the Association and its mortgagees as their respective interests may appear;

3. A policy or policies as the same are more fully set forth herein insuring the Board, the Owner and employees against any liability to the public or to the Owners (of Living Sites and of the Common Property, and their invitees, or tenant), incident to the ownership and/or use of the Common Property, (This shall not require the Board to obtain what is commonly known as "Officers' and Directors' Liability" insurance coverage). Limits of liability under such insurance shall not be less than One Million Dollars for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement where the rights of a named insured under the policy or policies shall not be prejudiced as respects to his, her or their action against another named insured;

4. Worker's Compensation Insurance to the extent necessary to comply with

any applicable laws;

5. The services of a person or firm to manage its affairs to the extent deemed advisable by the Board as well as such other personnel or property as the Board shall determine shall be necessary for the operation of the Common Property, whether such personnel are employed directly by the Board or are furnished by a third party hired by the Board;

6. Legal and accounting services necessary or proper in the operation of the Common Property or enforcement of the Declaration;

7. Maintenance, repair and all landscaping of the Common Property, and such furnishings and equipment for the Common Property as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Property;

8. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for, pursuant to the terms of the Declaration or By-Laws or which, in its opinion, shall be necessary for the proper operation of the Common Property or for the enforcement of the Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Owners, the costs thereof shall be specially assessed to the Owners;

9. Maintenance and repair of any Living Site or improvement thereon, if such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, to protect the Common Property or preserve the appearance and/or the value of the development and the Owner or Owners have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair delivered by the Board who shall levy a special assessment against the Owner or Owners for the cost of said maintenance or repair;

10. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Common Expense Fund.

11. The Board shall have the exclusive right to assess levies and fines pursuant to the provisions of the Covenants.

E. Meetings of the Board of Directors. Two (2) members of the Board shall constitute a quorum, and if a quorum is present, the decision of the majority of those present shall be the act of the Board. The Board shall annually elect all of the officers of the Association as set forth in Article VII of these By-Laws, such officers to be elected from among the members of the Board. The meeting for the election of officers shall be held at a meeting of the Board to be called immediately following the Annual Meeting of the Association of Owners. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board of Directors may adopt. The Board may also act without meeting by unanimous written consent of its members.

**ARTICLE VII  
MEETINGS**

II. Meetings. Meetings of the Owners' Association shall be held in accordance with the provision of these By-Laws at least once each year.

A. Annual Meeting. There shall be a meeting of the Association of Owners on the First Saturday of March of each year at 10:00 a.m., upon the Common Property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Secretary of the Association delivered to the Owners not less than twenty-one (21) days in advance of any Annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, sent to each Owner providing notice of date, time, place and purpose or purposes of such meeting. Such notice shall be sent by First Class Regular U.S. Mail, to all owners of record at the address of their respective Living Sites or to such other addresses as any of them may have designated to the Secretary of the Association. At the Annual Meeting, the Board shall present a statement of Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, and the estimated Common Expenses for the current fiscal year, with the allocation thereof to each Owner.

B. Special Meeting. Special Meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Covenants, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice sent to all Owners of record via First Class Regular U.S. Mail at the address of their respective Living Sites or to such other addresses as any of them may have designated to the Secretary of the Association, signed by a majority of the Board of Directors, or by the Owners having 1/3 of the total voting power and delivered not less than fifteen (15) days prior to the date fixed for said meeting, Said notices shall specify the date, time and place for the meetings, and the matters to be considered thereat.

C. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if persons entitled to cast more than 1/3 of the total voting power are present at the beginning of the meeting.

D. Voting. An Owner, as defined in the Covenants, of a Living Site within Page Hill is entitled to cast his, her or its vote on the affairs of the Association at any such Meeting Special Meeting or any other request to vote by the Association. As expressed in Article III B of the Covenants, each Owner as a Member of the Association shall be entitled to cast one vote regardless of the number of Living Sites owned. If a Living Site is held under multiple ownership, all such owners must decide among themselves how their one vote shall be cast, and provided further that such owners are not delinquent in the payment of any annual assessment as described in Article X of said Covenants.

E. Proxy. The votes appertaining to any Living Site may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or, in any case where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by

actual notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority, at the time of execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the end of the final adjourned meeting of the first meeting held on or after the date of the proxy.

F. Purchaser of a Living Site. The Purchaser of any Living Site under a Purchase and Sales Agreement shall be entitled to notice of all meetings called for and in the manner called for above if a copy of such written agreement is provided to the Board of Directors along with a written request that such notice be sent to Purchaser, which request is signed by the Owner of the Living Site and sets forth the mailing address of the Purchaser. Such Purchaser shall have no voting rights at any meeting except as may accrue by virtue of a validly executed proxy as provided for above.

### ARTICLE VIII OFFICERS OF THE ASSOCIATION

III. Officers of the Association. The officers of the Association shall be a President, Secretary and Treasurer. The offices of the Secretary and Treasurer may, by vote of the Association at any Annual Meeting, be combined as one office. All officers shall be Owners of the Living Sites of the project. Officers shall be annually elected by, and may be removed and replaced by the Board of Directors. The Board of Directors may, in its discretion require that the officers be subjected to fidelity bond coverage in favor of the Association.

A. President. The President shall preside at all meetings of the Association and of the Board and may exercise the powers generally allocable to the presiding officer of an association, including the appointment of committees.

B. Secretary. The Secretary shall keep minutes of all proceedings of the Board and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

C. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of income and expense payments to the authorized employee or agent of the Association.

### ARTICLE IX COMMON EXPENSES

A. Assessments.

1. Within thirty (30) days prior to the Annual Meeting the Board shall estimate the net charges to be paid during the following year (including a reasonable provision for working capital, contingencies and replacements and less any expected income and any surplus from the

prior year's operation), Said "estimated cash requirement" shall be assessed on the basis of each Living Site owned. If said sum estimated proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made on or before the first of each quarter during the year, or in such other reasonable manner as the Board shall designate.

2. The omission by the Board before the expiration of any year to fix assessments hereunder for that or the next year, shall not be deemed as a waiver or modification in any respect of the provisions of the Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof, for that or any subsequent year, but the assessment fixed the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself or herself from liability for his or her contribution toward Common Expense by waiver of use or enjoyment of the Common Area or abandonment of his or her property.

3. The Board, or other employee or agent of the Association, as the Directors may designate, shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting Common Property, specifying and itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Records and vouchers authorizing payments involved shall be available for examination by any Owner at convenient hours on weekdays.

B. Default in Payment of Assessments.

1. Lien for Assessment. Each annual assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time of the assessment and shall be collectible as such. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of the assessment, whether regular or special, assessed to the Owner of any Living Site plus interest and penalties, as provided in the Declaration, together with all costs, including reasonable attorney's fees, shall become a lien on the Living Site upon recordation of a notice of assessment by the Board of Directors. Said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

A. Tax and special assessment liens on the Living Site in favor of any assessing body; and

B. All sums unpaid on a first mortgage of record on the Living Site.

2. Estoppel Certificate. A certificate executed and acknowledged by any officer of the Association stating the indebtedness secured by the lien upon the property created hereunder, shall be conclusive upon the Board, and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate



shall be furnished to the Owner, or encumbrancer, or prospective encumbrancer of the Living Site, upon request, at a reasonable fee, not to exceed ten (\$10.00) dollars (said certificate hereinafter referred to as the Certificate of Indebtedness"). Unless the request for a Certificate of Indebtedness shall be complied within ten (10) days, all unpaid Common Expense which became due prior to the date of making of such request shall be subordinate to the lien held by the person making the request or, in the case of purchaser, such purchaser shall take title free and clear of such lien. Any encumbrancer holding a lien on a Living Site may pay any unpaid Common Assessment payable with respect to such Living Site and, upon such payment, such encumbrancer shall have a lien on such Living Site for the amounts paid of the same rank as the lien of this encumbrance.

3. Lien Release. Upon payment of a delinquent assessment concerning which sum a certificate has been recorded, or other satisfaction thereof, the Board, within sixty (60) days of such satisfaction, shall cause to be recorded, in the same manner as the Certificate of Indebtedness, a further certificate stating the satisfaction and release of the lien thereof.

4. Statutory Power of Sale. Such lien for non-payment of assessment may be enforced by sale by the Board of the Living Site, such sale to be conducted in accordance with the provisions of New Hampshire law applicable to the exercise of powers of sale foreclosure in deed of trust, mortgages or in any manner permitted by law (NH RSA 477). In any foreclosure or sale, the Owners shall be required to pay the costs and expenses of such proceedings, and reasonable attorney's fees.

#### **ARTICLE X AUDIT**

Any Owner may, at any time, at his expense, cause an audit or inspection of the books and records of the Board, or that of an employee or agent of the Association keeping books for the Board. The Board, at its discretion, may obtain an audit of all books and records pertaining to the Subdivision and furnish copies thereof to the Owners.

#### **ARTICLE XI DEFINITION OF TERMS**

Capitalized words within these By-Laws shall be defined and construed in accordance with the definitions of such words as set forth in the Page Hill Declaration of Property Restrictions, Easements and Covenants, as it have been or may in the future be amended.

#### **ARTICLE XII AMENDMENT**

These By-laws may be amended by the same manner as prescribed in the Covenants.

**ARTICLE XIII  
CONFLICT**

Should any portion of these adopted By-laws conflict or contradict the provisions of the Covenants, then the provisions of the Covenants shall control.

**ARTICLE XIV  
ARBITRATION**

In the event of any dispute between parties which arises under the Page Hill Community Association By-Laws, such dispute shall be settled by arbitration in accordance with Article XIII of the Page Hill Revised Property Restrictions, Easements, and Covenants.

**ARTICLE XV  
EFFECTIVE DATE**

These By-laws will take full effect upon the date of recordation of same at the Grafton County Registry of Deeds.

Dated this 15<sup>th</sup> day of December, 2011.

Page Hill Community Association

Barbara R. Meullen  
Witness

Gordon A. Rowley  
By: Gordon A. Rowley  
Its duly elected Secretary

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

Personally appeared the above named Gordon A. Rowley, Secretary of Page Hill Community Association and acknowledged the foregoing to be his/her/their free act and deed.

Date: 12/15/2011



Paolo R. Wieser  
Notary Public  
My Commission Expires: