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AMENDMENTS

to the

BYLAWS

of the

MOODY POINT COMMUNITY ASSOCIATION, INC.

Newmarket, NH

NOW COME the Unit Owners of the Moody Point Community Association, Inc. and hereby amend their Bylaws, filed with the Rockingham County Registry of Deeds on or about September 29, 2015, beginning at Book 5657, Page 1970, and as may have been amended from time to them thereafter, as follows:

1. Amend Article II by adding the following ¶ H:

(H) Availability of Records. The Board of Directors shall make available to all Owners, mortgagees, and to insurers or guarantors of any mortgage on a Unit within fifteen (15) business days of a written request current copies of the Bylaws, and Rules concerning the Moody Point Community Association, Inc. and the books, records and financial statements of the Association. Available" means available for inspection and copying at the requesting owner s expense, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a mortgage on a Unit shall be entitled, within a reasonable time after written request, to an audited or reviewed financial statement for the immediately preceding fiscal year at a cost to be determined by the Board of Directors, which cost, if any, shall be assessed to the Owner whose mortgagee makes such a request. No member or affiliated group of owners shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days. Further, the Board of Directors may assess a fee for oversight and monitoring and copying and electronically or digitally providing any such records.

2. Amend the Bylaws, Art. III, ¶ H by adding the following Paragraphs to the end of this section:

Meetings of the Association shall be held at the principal office of the Moody Point Community Association, Inc. or at such other suitable place, including an electronic or digital site, as may be designated by the Board of Directors and stated in the notice of meeting.

All Owners are expected to act civilly, as determined by the Board of Directors, at every Association meeting, Annual or Special, and may otherwise be removed from the meeting, barred from attending other meetings, ***until allowed by the Association to return,*** *and otherwise sanctioned as determined by the Board.*

3. Amend the Bylaws, Art. IV, by adding the following language to ¶ C, Regular Meetings:

Owners are welcome to attend all meetings of the Board of Directors, and shall be given a reasonable period of time in which to participate. Meetings may be held electronically or digitally including via the Internet.

4. Amend the Bylaws, Art. IV, ¶ G, Manner of Acting, by adding the following Paragraph:

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without meeting if the members of the Board of Directors shall individually or collectively consent in writing (either electronically or on paper) by a majority of at least five (5) of the seven (7) Directors to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

5. Amend the Bylaws, Art. IV, by adding the following ¶ J:

J. All Owners, including members of the Board of Directors, are expected to act civilly, as determined by the Board at every Board meeting and may otherwise be removed from the meeting, barred from attending other meetings, and otherwise sanctioned as determined by the Board.

6. Amend the Bylaws, Art. VI, ¶ A, 20, by adding the following phrase at the end of this section:

..., as approved by a majority of voting interests of those eligible to vote at a duly called Association Meeting.

7. **Add the following language as an introductory Paragraph to Article VII:**

ARTICLE VII
COMMITTEES

The Board of Directors shall have the authority to establish committees, standing or temporary, in order to help as it sees fit with such matters as budgeting, the water system, environmental matters, and welcoming owners into the community. To the extent there is such interest, each committee should attempt to have representation of at least one Owner from each sub-association, though the lack of a member of each sub-association from sitting on a committee would not preclude the committee from functioning ***and in the event of such an unfilled seat the Board of Directors shall fill the seat of until the sub-association appoints another member to the Committee****. Each such committee shall be limited to making recommendations to and following directives of the Board of Directors. Each* ***standing*** *committee shall have as a member or as a liaison to that committee, a member of the Board of Directors. Under no circumstances shall any committee have the authority to sign contracts or expend association funds without the prior, written approval of the Board,* ***approval by the Board of a committee's budget shall constitute pre-approval up to the amount in the budget.***

8. Amend the Bylaws, Art. VIII, by adding the following ¶ A and re-lettering all other Paragraphs accordingly:

A. Fiscal Year. Notwithstanding any other provision in these Bylaws, the fiscal year of the Association shall be from January 1 through December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors.

9. Amend Article IX, but adding the following Paragraph:

(H) If, in the discretion of the Board of Directors, the cause of the action that led to the insurance claim is traceable to the actions or inactions of an Owner, and the proceeds of insurance are not sufficient to defray completion of reconstruction and repair, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, the Board may assess any deficiency to the offending Owner.

10. Amend the Bylaws, Art. XI, by striking the second sentence through the end of the current ¶ (A) and replace it with the following language:

The Board of Directors shall have the right to levy against an Owner such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of these Bylaws or the Rules of the Association. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner. Until such time as these Bylaws are amended, the fine for each violation of any portion of the Bylaws or Rules shall be up to $2,000.00 for each such violation, which amount is left to the sole discretion of the Board of Directors. Any such fine levied by the Board of Directors may be appealed, ***as may any sanctioned levied upon an Owner by the Board,*** *for review by the Association at the next scheduled Association Meeting,* ***which shall be scheduled with all due haste,*** *but the fine must be paid in full to reserve any such appeal. Further, any costs incurred to enforce the provisions of the Bylaws and/or Rules may be assessed to the Unit Owner.*

11. Add the following ¶ B to Article XI and re-letter the remaining paragraphs accordingly:

(B). *Nuisance. No nuisance and/or unlawful or immoral or improper pursuit or use shall be allowed on the Property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to any person or which unreasonably interferes with the peaceful possession or proper use of the Property by any resident. The Board of Directors shall determine what constitutes a "nuisance" or "improper" to include such terms as "cause for alarm," "unreasonable source of annoyance" and/or "unreasonably interferes" and any unlawful, immoral or improper purpose or use of MPCA property.*

12. Add the following ¶ K to the Article XI:

(K) Insurance Proceeds. Notwithstanding anything to the contrary in these Bylaws or in any mortgage on any Unit in the Association, nothing shall give a mortgagee the right to proceeds from any Master Policy insurance claim absent the written approval of the Board of Directors.

13. Add the following ¶ M to Article XI:

(M) Video Cameras. Cameras are allowed for use at a home to record doors, stoops, steps and driveways. Owners are also allowed to install cameras on the common area to record wildlife with the prior, written permission of the Board of Directors. Notwithstanding anything herein to the contrary, no one may utilize a camera for any other reason without the prior written permission of the Board of Directors. ***Drones are not allowed without the prior, written permission of the Board.***

These amended and restated Declaration and Bylaws were executed this 3rd day of September 2025 by:

Cynthia W. Hibert, President
Moody Point Community Association, Inc.

These amended and restated Declaration and Bylaws were executed this 4th day of September 2025 by:

Shepard Sherman, Treasurer
Moody Point Community Association, Inc.

CERTIFICATION OF THE SECRETARY

I, Martha L. Saitta, Secretary of the Moody Point Community Association, Inc., do hereby certify that the above amendments were approved by Owners and that said vote complied with the requirements of the Moody Point Community Association, Inc. Declaration and Bylaws.

Date: 9-3-2025

Martha L. Saitta, Secretary
Moody Point Community Association, Inc.

(THIS IS THE OFFICIAL SET OF BYLAWS FOR THE MOODY POINT COMMUNITY ASSOCIATION, APPROVED BY THE ASSOCIATION MEMBERS AT THE SEPTEMBER 12, 2015, ANNUAL MEETING. A copy will be officially recorded at Rockingham County.)

The following "2015 Amended and Restated Bylaws of Moody Point Community Association, Inc." completely amend and restate the previous 2006 Amended and Restated Bylaws of Moody Point Community Association, Inc., dated June 10, 2006, and recorded in the Rockingham County Registry of Deeds at Book 4684 Page 0286 and all amendments thereto recorded prior to the date hereof. Upon recording of the within new Bylaws of Moody Point Community Association, the aforementioned 2006 Amended and Restated Bylaws of Moody Point Community Association, Inc., are hereby repealed and shall no longer have any force or effect.

2015 AMENDED AND RESTATED BYLAWS OF MOODY POINT COMMUNITY ASSOCIATION, INC.

THESE AMENDED AND RESTATED BYLAWS, dated this 12th day of September, 2015**,** shall govern the entity known as Moody Point Community Association, Inc., (the "Association") as described and created under its Articles of Agreement, dated August 26, 1987, as amended and in effect from time to time, and shall be binding upon all present and future owners, tenants, and occupants of any lots or units in the Moody Point on Great Bay development (the "Development"), and to all other persons who shall at any time use the Development or any portion thereof. The acquisition or rental of any lot or unit, or the act of occupancy or use of any lot or unit, will signify that the party acquiring, renting, occupying or using such lot or unit has accepted and ratified the terms and conditions of these Bylaws and agrees to comply therewith. The covenant to abide by these Bylaws shall run with the land and each lot and unit comprising the Development and shall be binding thereon.

ARTICLE I
INTRODUCTORY PROVISIONS

(A) Definitions. The terms used herein shall have the same meaning as given to them in the New Hampshire Revised Statutes Annotated, except as expressly otherwise provided herein, or in the deeds to the property owned by the Association, or the application of such meaning would be contrary to the clear intent of the statement. The term "Rules and Policies" refers to the rules and regulations for the conduct of the occupants of the Development, adopted by the Association as hereafter provided:

1) **"Assessments"** shall mean amounts due from Members for the payment of common expenses incurred in promoting the interests of the Members, as provided for herein, including, but not limited to, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners of the Residential Lots and Units and of maintaining and improving the Common Land, and any improvements located thereon, all as may be specifically authorized from time to time by the Board of Directors in accordance with these Bylaws;
2) **"Drainage"** shall mean the drainage control structures and improvements on the Property, including the fire pond and related overflow piping, culverts, ditches, swales, and catch basins, which are provided for the adequate removal of storm water and to prevent flooding of the road or erosion of adjacent surfaces or adjacent properties and which provide for retention and gradual release of storm water and for the removal of any standing water from ditches, culverts, or catch basins."
3) **"Good Standing"** shall mean that all Assessments, fines, penalties, legal fees and costs levied against a Member's property by the Association have been paid;
4) **"Lessee"** shall mean a party that has rented a Lot or Unit from an Owner.
5) "**Lot"** shall mean any lot of real property described in Article II hereof;
6) **"Member"** shall mean and refer to an Owner entitled to membership in the Association, as provided in Article II hereof;

7) **"Owner"** shall mean and refer to the record owner of a property interest, whether one or more persons or entities, but excluding in all cases any party holding an interest merely as security for the performance of an obligation, a nominee, a custodian or other title holder, or any person who is unable to hold title to such property pursuant to applicable law;
8) **"Property"** shall mean the Open Space Land identified as Lots #4 and #11 as recorded on August 26, 1987, at the Rockingham County Registry of Deeds, Book 2700, Page 0367; Lot #6 as recorded on May 3, 2000 at the Rockingham County Registry of Deeds, Book 3477, Page 0025; and any and all additional land or easements which have been or may be granted to the Association; and all improvements thereon (the "Common Land").
9) **"Unit"** shall mean any tenantable residential dwelling located on property subject to these Bylaws;
10) **"Water and Sewer System**" shall mean the community water wells, pump house and lift station, building, water tanks, cistern, related mechanical components, and related piping servicing units in the Development and any expansion of the same as may subsequently be approved by the appropriate agencies of the State of New Hampshire and the Town of Newmarket.

(B) Conflicts. These Bylaws are intended to comply with the requirements of New Hampshire Revised Statutes Annotated and the deeds to property owned by the Association. If there is a conflict between the provisions of these Bylaws and the deeds, the provisions of the deeds shall control.

ARTICLE II
MEMBERS

(A) Membership: Each and every Owner of any of the following Lots, Units and Building Space Easement areas shall be a "Member" of the Association and subject to these Bylaws:

1) **The Moody Point Condominium (Waterfront):** The eight (8) owners of condominiums **s**hown on the plan entitled "As-Built Site Plan, Lot #3 Moody Point Condominium", (Sheet 1) dated July 7, 2003, by Doucet Survey, Inc., recorded as Plan #D-30897 in the Rockingham County Registry of Deeds, **and** the eight (8) owners of condominiums shown on the plan entitled "As-Built Site Plan, Lot #5 Moody Point Condominium," (Sheet 1, dated August 17, 2001, by Doucet Survey, Inc., recorded as Plan #D-29189 in the Rockingham County Registry of Deeds;
2) **The Hill at Moody Point:** The twenty (20) single family lot owners of the Lots #9 & 10as shown on a plan entitled "The Hill at Moody Point ", dated May 25, 1990, by Lamprey River Survey company, recorded as Plan #D-21471 in the Rockingham county Registry of Deeds;
3) **Lubberland Creek at Moody Point:** The eleven (11) single family lot owners in Lot #6 as shown on a plan entitled "Lubberland Creek at Moody Point " dated November 17, 1994, by Doucet Survey, Inc., recorded as Plan #D-23691 in the Rockingham County Registry of Deeds;
4) **The Moody Point Condominium II (The Ridge at Moody Point):** The twenty six (26) owners of condominiums in Lots #7 & 8 as shown on a plan entitled " As-Built Site Plan Moody Point Condominium II" (Sheet 1) dated February 17, 2005, by Doucet Survey, Inc., recorded as Plan #D-32436 in the Rockingham County Registry of Deeds;
5) **The Meadow at Moody Point:** Each and every easement owner of the following nineteen (19) single family home or duplex building space easement areas: Lot #2, building spaces 1 through 7 inclusive, as shown on a plan entitled "The Meadow at Moody Point Lot #2" dated January 6, 1998, by Doucet Survey, Inc., recorded as Plan #D- 26113 in the Rockingham County Registry of Deeds, **and** Lot #5, building spaces 1 through 12, inclusive as shown on a plan entitled "The Meadow at Moody Lot #5", (sheet 2) dated May 21, 1997, by Doucet Survey, Inc., recorded as Plan #D-25510 in the Rockingham County Registry of Deeds. Notwithstanding the above dedication of said Meadow building spaces, nine (9) of the above nineteen (19) spaces may be duplex units thereon, and therefore, there shall exist a minimum of nineteen (19) Members of the Association and a maximum of twenty-eight (28) Members of the Association pursuant to this subsection (there shall be two Members for each duplex building, i.e., one Member for each of the two portions of the duplex unit);
6) **The owners of the single-family house Lots #1 and #12** as shown on a plan entitled "Revised Final Site Plan, Moody Point, Owners: Moody's Point Company, 76 Exeter Street, Newmarket, N.H., revised April 1987 by Frederick E. Drew Associates," recorded in the Rockingham County Registry of Deeds said Moody Point plan D-17107;

(B) Class of Members: The Association shall have one class of Members.

(C) Covenants. All Members are required to comply with and be bound by the terms and condition of the deed of the owned property upon which a membership is based, these Bylaws, as amended and in effect from time to time, and the Rules and Policies adopted by the Association in accordance with these Bylaws;

(D) Voting Rights. Each Member in Good Standing shall be entitled to vote on each matter submitted to a vote of the Members, provided, however, that where two or more Owners share ownership of a property, only one vote for such property shall be allowed, and such joint Owners shall designate and register with the Secretary of the Association the name of the Owner entitled to cast such single vote.

(E) Assignment of Rights: A Member of the Association may assign his/her non-voting membership rights to a Lessee without the consent of the Board of Directors, so long as the lease is for a period of no less than six (6) months. Such assignment of rights shall be effected by filing with the Secretary of the Association a written notice of assignment signed by the Owner, together with a copy of the Lease Agreement executed by and between the Owner and the Lessee. Membership rights shall not be assignable to any Sublessee.

(F) Termination. Membership in the Association shall automatically terminate when a Member ceases to be an Owner of a property interest described above in Section (A).

(G) Withdrawal from Association. Provided that Lot #12 in Section A.6 as described above is not tied into the Water and Sewer Systems, an Owner may, following receipt of a written approval by the Board of Directors, rescind its membership in the Association by recording a NOTICE OF WITHDRAWAL at the Rockingham County Registry of Deeds and providing a copy of said recorded notice to the Association by certified mail. All outstanding fees and assessments due by the Owner shall be paid in full prior to the Board of Directors granting such approval. Recording of the Notice of Withdrawal by the Owner shall be done within 30-days of notice of receipt of Board approval, failing which, such approval shall automatically terminate.

ARTICLE III
MEETINGS OF MEMBERS

(A) Annual Meeting: The Annual Meeting of the Members for the purpose of hearing reports from all officers and standing committees, for electing directors, and for conducting any further business that comes before the Members shall be held in Newmarket, County of Rockingham, State of New Hampshire, in September on the first Saturday following Labor Day of each year. In the event that it is impossible or impracticable to hold the meeting on the first Saturday following Labor Day, the Board shall notice the meeting for the first Saturday thereafter that is practicable. The time and place shall be fixed by the Board of Directors each year.

(B) Special Meetings: A special meeting of the Members may be called by the Board of Directors. A special meeting of the Members must be called within fifteen (15) days by the President, or the Board of Directors, if requested in writing by not less than **twenty-five percent (25%)** of the Members having voting rights.

(C) Notice of Meetings: It shall be the duty of the Secretary or other duly authorized agent to mail by United States mail, or to personally deliver a written or electronic notice to an address given to the Board by the Owner, of each annual meeting or special meeting of the Members, at least twenty-one (21) days in advance of each annual meeting and at least ten (10) days in advance of each special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at the address of their respective property or at such other address as each Member may have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Attendance, either in person or by proxy, at any Association meeting waives the Notice provision.

(D) Quorum: The presence of Members who are in good standing and eligible to vote holding an aggregate of twenty-five (25%) percent of the voting membership at that time shall constitute a quorum at any meeting of

the Members. In the absence of a quorum, a majority of the Members present may adjourn the meeting from time to time without further notice.

(E) Proxies: At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member and given to the Secretary prior to the start of the meeting. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy.

(F) Voting by Mail: When Directors or Officers are to be elected by Members, or when there is an act requiring the vote of the Members, such election or vote on such proposed action may be conducted by mail in such a manner as the Board of Directors shall determine.

(G) Order of Business: The order of business at all meetings of the Association may be as follows: (a) roll call and certification of a quorum; (b) recitation of the proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

(H) Conduct of Meetings: The President, or his designate, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a record book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. **Roberts Rules of Order** may, in the determination of the Board, govern the conduct of all meetings of the Association.

ARTICLE IV
BOARD OF DIRECTORS

(A) General Powers: The affairs and the Property of the Association, pursuant to the Association's Articles of Agreement, shall be managed by the Board of Directors (the "Board"), as outlined under Article VI of these Bylaws. The Board shall be empowered to examine and resolve any issues that are beneficial to the Members, including but not limited to, drainage, water and sewer systems, irrigation, refuse pick-up, supplier services, community safety, and issues requiring communication with Federal, State, County and Town Governments and their representatives, committees and commissions. Upon the affirmative vote of at least five (5) members of the Board, the Board may undertake any action within the scope of its powers, including, but not limited to, the expenditure of funds in furtherance of any approved objective, subject to Article VIII of these Bylaws.

(B) Number, Tenure, and Qualifications: The Directors of the Board shall consist of the following:

1) Five (5) appointed Directors, one from each of the five (5) subdivisions at Moody Point (Moody Point Condominium Association, Inc.; Moody Point Condominium II Association, Inc.; The Hill at Moody Point Homeowners Association, Inc.; Lubberland Creek at Moody Point Homeowners Association, Inc.; The Meadow at Moody Point Homeowners Association, Inc.). Each appointed Director must be a Member, and shall hold office until such time as he or she is replaced by a vote of the applicable subdivision association;
2) Two (2) at-large Directors elected by the Members of the Association. Each at-large Director must be a Member, and shall hold office for a period commencing on the date of his or her election and ending on date of the third (3rd) annual meetings of the Members following Director's election, or until his/her successor shall have been duly elected and qualified.

(C) Regular Meetings: The Board of Directors shall meet regularly, at a time and place it shall select.

(D) Special Meetings: A special meeting of the Board may be called at the request of the President or of any three (3) Directors.

(E) Notices: Notice of any Special Meeting of the Board shall be given at least five (5) days prior thereto, by written notice delivered personally or sent by mail (postal or electronic) to each Director. Any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such

notice. Attendance by a Director at any meeting of the Board, in person or electronically, shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(F) Quorum: The presence of a majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

(G) Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or these Bylaws.

(H) Removal of Directors: At any duly called regular or special meeting of the Members , any one of the At-large Directors may be removed with or without cause by a vote of the majority of the Members, and a successor may then be elected in accordance with Article IV-B hereof. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

(I) Vacancies: Any vacancies of At-large Directors, if caused by any reason other than by vote of the Members, shall be filled by a vote of the remaining Directors until the expiration of the vacant At-large Director's term of office or until the next Association Meeting at which time the Unit Owners shall vote for the person to fill the unexpired term of the Director who has resigned. If the vacancy occurs as a result of a vote of the Members, the vacancy shall be filled for the unexpired term of the vacancy by vote of the Members at the same meeting at which a Member has been removed from the Board. Vacancies of an Association representative shall be filled by their respective Association.

ARTICLE V
OFFICERS

(A) Officers: The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. Each Officer shall serve for a term of one year or until his successor has been elected.

(B) Qualifications and Method of Election: The officers shall be Members of the Association, shall be elected by the Board, and shall serve for a term of one (1) year. The President and Vice-President shall be Members of the Board.

(C) President: The President shall preside at the meetings of the Members and at any meeting of the Board which is attended by the President, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.

(D) Vice-President: The Vice President shall preside at the meetings of the Members and of the Board when the President is absent and shall exercise the powers of the President when the President is absent or disabled.

(E) Secretary: The Secretary or duly authorized agent shall keep the minutes of all meetings of the Members and of the Board, which shall be accurate and official record of all business transacted. The Secretary or duly authorized agent shall be custodian of all corporate records and responsible for the timely distribution (approximately fourteen (14) days) of all Board and Association meeting minutes to the Members.

(F) Treasurer: The Treasurer or duly authorized agent shall receive all Association funds, keep them in a bank approved by the Board, and pay out funds as authorized by the Board. The Treasurer shall be the Chair of the Budget Committee.

(G) Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

ARTICLE VI
POWERS AND DUTIES

(A) Powers and Duties. The Association will have all of the powers and duties necessary for the administration of the affairs of the Association and of the Property and the improvements located thereon which it owns, over which it has been or may be granted easements, or which it otherwise controls. Such power and duties shall include, but not be limited to, the following:

1) Operation, care, upkeep and maintenance of the Open Space Land identified as Lots #4 and #11 as recorded on August 26, 1987, at the Rockingham County Registry of Deeds, Book 2700, Page 0367; Lot #6 as recorded on May 3, 2000, at the Rockingham County Registry of Deeds, Book 3477, Page 0025; and any and all additional land or easements which have been or may be granted to the Association; and all improvements thereon (the "Common Land"). The Common Land is intended to be used as open space, as a visual and noise barrier, a wildlife habitat, access to Great Bay for boating, an area for peaceful enjoyment of nature by all, and to supply water and sewer utilities for the Moody Point on Great Bay subdivisions. Its enjoyment shall be limited to Members and their guests;
2) Operation, care and enforcement of any restrictions, reservations and other provisions and conditions imposed upon the Association by deed or by law;
3) Establishment and enforcement of reasonable Rules and Policies as it shall from time to time deem necessary to strictly enforce its obligations and requirements as set forth in the deeds to the Association from the Moody's Point Company and other provisions as outlined in these Bylaws, and to do all things necessary to assure that the property conveyed to the Association is continually managed and maintained by it in accordance with said provisions;
4) Governing the use and maintenance of the walking trails, ponds, open space, environmentally sensitive areas, observation decks, recreation facility and buildings, mailboxes, and other jointly owned facilities and shall continually monitor said use and maintenance in order to insure at all times that the Property and improvements are always used and maintained in accordance with the provisions in said deed(s);
5) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Land, the Water and Sewer Systems, and the enforcement of any deed and conservation or deed restrictions;
6) To make or cause to be made additional improvements on and as part of the Common Land;
7) To acquire, hold, manage, convey and encumber title to real property (including but not limited to development lots that may be conveyed to or acquired by the Association) in the name of and on behalf of the Association;
8) The assessment and collection of the common expenses from the Members, and the enforcement of liens to secure unpaid Assessments;
9) The adoption and amendment of Rules and Policies covering the details of the operation and use of the Common Land or any portions thereof, the improvements thereon, and the Water and Sewer Systems;
10) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
11) In accordance with Article IX, obtaining necessary directors' and officers' liability insurance, property and casualty insurance, and liability insurance for the association and its Members;
12) Repairing, restoring or replacing Common Land and associated structures after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the Bylaws;
13) Procuring legal and accounting services necessary or proper in the operation of the Association, the land and improvements which it owns, and the enforcement of these Bylaws;
14) The assessment of costs or damages against any person(s) whose actions have proximately caused damages to the Common Land or improvements thereon;
15) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire Common Area or any part thereof which may in the opinion of the Association constitute a lien against the Common Land, rather than merely against the interests of particular Members (where one or more Members are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);
16) Obtaining Workmen's Compensation Insurance, to the extent necessary to comply with any applicable laws;
17) Enforcement of the Bylaws;

18) All other powers granted by deeds to Association Property, these Bylaws, permitted by law or enjoyed by associations of this kind;
19) For so long as the Association owns and operates the Water and Sewer Systems, the Association shall maintain said systems to assure compliance with all applicable federal, state and local rules and regulations for such systems of this nature. For so long as the Association owns or operates said systems, all costs associated with any maintenance of said systems shall be specifically assessed against all Members using said systems. With respect to any charges for using said systems, all Members using said systems shall be charged at rates established by the Association, or a third-party system manager, in accordance with applicable law;
20) Applying for and securing any grant funding, government or bank loans for the purposes of capital expansion and capital improvements under Sections E and F of Article VIII herein;
21) The Board shall be responsible for the enforcement of all rules, regulations, restrictions, and requirements as provided in any deeds to the Common Land or the Environmental Management Program, or as established by the Association. The Board may at its discretion, assess fines and penalties against a Member or a Lessee as provided under Section A of Article XI and prohibit or terminate the use of lands under the control of the Association by any Member or Lessee who violates any of the rules, regulations and restrictions.

(B) Managing Agent. The Board may employ or contract with a professional manager or managing agent or management firm ("Manager") for a fee or compensation established by the Board.

1) **Requirements**. The Manager shall have a minimum of two (2) years' experience in real estate community management and shall possess or employ persons who possess a high level of competence in the technical skills necessary to the proper management of the Association. The Manager must be able to advise the Board regarding the administrative operation of the Association and shall be knowledgeable or employ persons who are knowledgeable in the areas of association insurance, accounting, contract negotiation, labor relations and association regulation.
2) **Duties**. The Manager shall perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section A of this Article VI. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws, provided that any actions by the Manager with respect to the powers set forth in paragraphs 3, 7, 8, 9, 11, 12, 14, 20, and 21 of Section A of this Article VI shall require the written consent of the Board.
3) **Terms**. "The term of any contract for a Manager may not exceed two (2) years and any such contract shall provide, inter alia, that such agreement may be terminated by either party without cause upon no less than thirty (30) days and no more than ninety (90) days written notice and without payment of a termination fee. Rollover management contracts shall be permissible.
4) **Standards**. The Board shall impose appropriate standards of performance upon the Manager. Unless the Manager is instructed otherwise by the Board, the following financial standards shall apply:

    a) The cash method of accounting shall be employed and expenses required by these Bylaws to be charged to more than one but less than all Members shall be accounted for separately;
    b) Tor more persons shall be responsible for handling cash to maintain adequate financial control procedures;
    c) Cash accounts of the Association shall not be commingled with any other accounts;
    d) No gifts or remuneration shall be accepted by the Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Association;
    e) Any financial or other interest which the Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
    f) A financial report shall be prepared at least quarterly for the Association and distributed to the Board and made available upon request by a Member. Said report shall contain:

        i. An Income Statement reflecting all income and expense activity for the preceding quarter on a cash basis;

ii. An Account Activity Statement reflecting all receipt and disbursement activity for the preceding quarter on a cash basis;
iii. An Account Status Report reflecting the status of all accounts in an "actual" versus "projected" (budget) format;
iv. A Balance Sheet reflecting the financial condition of the Association on an unaudited basis;
v. A Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct form a specific line item in an expanded chart of accounts); and
vi. A Delinquency Report listing all Members who are delinquent in paying Assessments and describing the status of any actions to collect such Assessments.

(C) Fidelity Bonds. The Board shall require that all officers, agents (including the Manager) and employees of the Association holding or responsible for funds furnish adequate fidelity bonds. The amounts of such bonds shall not be less than 150% of the estimated annual operating expenses of the association, plus reserve funds. The fidelity bonds shall meet all other requirements of the Federal National Mortgage Association pertinent to fidelity bonds for condominium officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Premiums on such bonds required for any member of the Board shall constitute a Common Expense of the Association (as defined in Article VIII).

ARTICLE VII
COMMITTEES

(A) Committee Purpose and Structure: To assist the Board in the orderly conduct of the Association's business and proper enforcement of its Bylaws, the Association authorizes the following organizational structure for all named standing committees under this Article:

1) **Operating Year:** August 1 to July 31;
2) **Membership:** The committee will consist of at least five (5) members, one from each Subdivision Association. Acceptance of a nomination to the group implies regular attendance at meetings and a willingness to assume responsibility for sub-committee assignments. The Board will appoint a liaison to the committee who will participate as appropriate. Notwithstanding anything in these Bylaws to the contrary, if no members volunteer for any of the standing committees, the duties of any such committee shall be the prerogative of the Board of Directors;
3) **Term of Office:** Each committee member will serve for two (2) years. A committee member may be reappointed by the Association that he or she represents;
4) **Officers:** A chairperson will be elected by a majority vote of those committee members present at the first committee meeting of each operating year. The chairperson will be responsible to:

    a) Schedule committee meetings as required. Notification and an agenda will be provided to all committee members at least seven days prior to any meeting. Any committee member may waive notice of any meeting;
    b) Distribute minutes of any meeting within a timely manner (approximately fourteen (14) days);
    c) Control expenditures to budget and report on the financial status at each meeting;
    d) Issue and update a calendar of events and an open issues list annually;
    e) Ensure that Committee's records and procedures are up to date;

5) **Meetings:** The committee members will determine the frequency, time, and place of meetings.

(B) Standing Committees of the Association:

1) **Environmental Committee:** The Committee shall be responsible for the following:

a) To promote the education of new and existing Members about the Rules and Policies governing the use of the Moody Point site area in accordance with all of the restrictions placed thereon and the approved uses thereof;
b) To review and propose revisions of the Environmental Management Program to insure use of the Property at all times in the future for purposes intended;
c) To make recommendations to the Association and to the Budget Committee as to the operation of the Environmental Management Program and the preservation and protection of said area and the expenses associated therewith;
d) To assist and advise the Board in formulating rules, regulations, restrictions and requirements relative to the use of all Property controlled by the Association;

2) **Budget Committee:** The Treasurer of the Association will serve as the chair of the Budget Committee. This committee shall be responsible for drafting the proposed annual budget for the Association, reviewing all proposed expenses, and making recommendations to the Board with respect to fixing the Assessments and the method of collecting same so that the Association can best operate in an efficient and orderly manner. It shall be the responsibility of the Budget Committee, or the Board, should there be no committee appointed, to provide for an adequate reserve fund in the current and any future budgets. Said assessments should be set to include an amount for said reserve fund.

3) **Water Systems Committee:** This committee will have oversight responsibility for the Water and Sewer Systems. All fiscal and fiduciary responsibility remains with the Board. One of the members will audit the financial performance of the systems and keep the treasurer of the Association informed. The chairperson will keep the Board informed as appropriate and submit an annual status report to the Board in June of each year. This report will include the performance to budget on operating expenses and any recommendations that may be relative to the coming year as well as any long-term capital requirements. The committee will exercise oversight responsibility and make recommendations to the Board for (but not limited to) the following:

a) Ensure that Water and Sewer Systems conform to Town of Newmarket and State of New Hampshire regulations and meet the current and future needs of the residents;
b) Submit a budget to the Board each year and monitor the budget monthly for performance. The Board will be informed of any current or projected variations;
c) Monitor the performance of the water and sewer contractors and keep the Board informed on a regular basis of the status of the Water and Sewer Systems.

ARTICLE VIII
ASSESSMENTS

(A) Payment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitations, acceleration of the annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in annual installments.

(B) Computation of Assessments. The Board shall prepare annual budgets for Common Expenses (as defined below) and capital reserves, and the following provisions shall apply:

1) It shall be the duty of the Board at least thirty (30) days prior to the annual meeting, at which the budgets shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the current year and a budget for any anticipated capital expenditures. The budget may include a capital contribution to the Capital Reserve Fund, in accordance with a capital budget separately prepared. The Board shall cause a copy of the budgets, and the amount of the assessments to be levied against each Owner for the following year, to be delivered to each Member at least ten business (10) days prior to the meeting. The budgets and the assessments shall become effective unless disapproved at the meeting by a majority vote of the Members in attendance;
2) Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budgets or the Board fails for any reason so to determine the budgets for the succeeding year, then

and until such time as the budgets shall have been determined, as provided herein, the budgets in effect for the then current year shall continue for the succeeding year.

(C) Common Expenses. Each Member shall be liable for and shall pay as and when assessed an equal share of Common Expenses. Exempted from such liability are any untenantable units or unsold building space easement areas owned by The Moody's Point Company, its successors and assigns (with the exception of building space easement areas owned by said Company which requires him to be a Member of the Association and pay all assessments by virtue of the deed to the property). Common Expenses shall include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Development, including without limitation all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each lot and the common interest appurtenant thereto or the personal property or any other interest of a Member), assessments, insurance, liability for loss or damage arising out of or in connection with the Common Land including enforcement of conservation restrictions or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities and improvements in the Common Land, enforcement of conservation and deed restrictions, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, improvements, management and operation incurred on or for the Common Land, and the cost of all utility services to the Common Land and construction of any improvements including recreational facilities. The common expenses may also include such amounts as the Association may deem proper to make up any deficit in the Capital Reserve Fund. Common expenses also specifically include all expenses relating to the enforcement of any conservation or deed restrictions granted to the Association. Common expenses incurred by the Association for the daily operations of the community water supply and sewer lift station shall be accounted for separately and shall be equally assessed to all Members whose units are tied into the community water system.

(D) Special Assessments. In addition to the Assessments authorized herein, the Association may levy a special Assessment in any fiscal year for non-budgeted emergency operating expenses. So long as the total Assessment per Member authorized under this Article does not exceed Five Hundred Dollars ($500.00) in any one (1) year, the Board, by majority vote, may impose such a special Assessment. This number shall be adjusted either upward or downward in a manner equal to the percentage change in the 2015 United States Department of Labor Consumer Price Index (CPI) between August 2015 and the date of the special Assessment. Any additional or other special Assessment shall be effective only with the approval of a majority of the Members.

(E) Capital Budget and Contribution. The Association shall assess as a Common Expense an amount or amounts on an annual basis for the purpose of establishing and maintaining a general capital reserve against anticipated future outlays for replacement or expansion of existing facilities and infrastructure within the Common Land or equipment or other property held by the Association in connection with the Development. The proportionate interest of each Member in said Capital Reserve Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with each lot even though not mentioned or described expressly in the instrument of transfer. The Board shall prepare a capital budget annually which shall take into account the number and nature of replaceable assets, if any, the expected life of each asset, and the expected repair or replacement cost and any proposed expansion of existing facilities and existing infrastructure. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in herein. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget. Non-emergency capital expenditures by the Board not accounted for in the annual capital budget shall require a majority approval of the Members at a special meeting held for such purpose.

(F) Capital Improvements. Whenever in the judgment of the Board or membership the Common Land should be improved by new construction of a non-existing facility or infrastructure, including, but not limited to tennis courts, swimming pools, clubhouse, additional pier and dock systems, storage buildings, etc. any such new construction may be made by the Association only after obtaining approval of sixty-seven percent (67%) of

the Members entitled to vote and all appropriate governmental approvals, if necessary. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

(G) Books. The Association will maintain books of account for common expenses for the Common Land, general operating account(s) and capital reserve account(s), in accordance with generally recognized accounting practices. Prior to the annual meeting, the Association will render or cause to be rendered to each Member year-end financial statements, including an income and expense statement and balance sheet, for the preceding fiscal year. The current copies of the Deeds to all land under the control of the Association, the Articles of Incorporation, the Bylaws, and the Rules and Policies, as well as books, records and financial statements shall be available for inspection by Members or by holders, insurers and guarantors of first mortgages that are secured by units in the Development. These documents shall be available at the management company during normal daytime business hours. No member or affiliated group of owners shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days.

(H) Audit. Any Member may at any time at his/her own expense cause an audit or inspection to be made of the books and records of the Association. The Board at its discretion and as a common expense may obtain an audit of all books and records pertaining to the Association and furnish copies thereof to the Members. At a minimum the Board shall initiate an audit at least once every three years and upon change of the Managing Agent.

(I) Enforcement. The Association shall have a lien on every Lot, Unit and Building Space Easement for unpaid Assessments levied against the Lot, Unit or Building Space Easement. Each periodic Assessment and each special Assessment shall be a separate, distinct and personal debt and obligation of the Member against whom the same are assessed. If a Member shall fail to pay this assessment within ten days after its due date, then the Member shall pay an additional assessment of Fifty Dollars ($50.00) for each such failure. If a member pays the full amount of the assessment, together with the $50.00 penalty and any charged interest, within ten (10) days of notice of the delinquency, the member may appeal to the Board of Directors, which, at its discretion, may refund the penalty and/or interest for good cause shown. All delinquent Assessments, including legal fees and collection costs, shall bear interest at the lower of (i) eighteen percent (18%) per year, or (ii) the maximum rate allowed by law, from the Assessment due date, plus all costs of collection and reasonable attorney's fees actually incurred in attempts to collect such unpaid Assessments, which shall also be liens on such Lot, Unit or Building Space Easement. The Association, in order to perfect a lien granted by this section, shall file in the Rockingham County Registry of Deeds, a memorandum, verified by the oath of the President of the Association, which contains the following:

1) A description of the property subject to the lien;
2) The name or names of the persons constituting the legal Owner(s) of said property;
3) The amount of unpaid Assessments, legal fees and collection costs currently due or past due together with the date when each fell due; and
4) The date of issuance of the memorandum.

When payment or satisfaction is made of a debt secured by the lien perfected herein, said lien shall be released in the same manner as required by RSA 479:7 for mortgages. For the purposes of this section, the President of the Association shall be deemed the duly authorized agent of the lien creditor and shall discharge said lien. Nothing in this section shall be construed to prohibit actions at law to recover sums for which action creates a lien. Any Member or purchaser of a lot or unit, having executed a contract for the disposition of the same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that unit. Such request shall be in writing, directed to the President of the Association by registered mail. Failure to furnish or make available such a statement within ten (10) business days from the receipt of such request shall extinguish the lien created herein as to the lot or unit involved. Such statement shall be binding on the Association, the Board, and every Member. Payment of a fee of the maximum allowed by law may be required as a prerequisite to the issuance of such a statement. Notwithstanding any law, rule, or provision of Association Bylaws, or rules to the contrary, the Board, after thirty (30) days' prior written notice to the delinquent Member and said Member's first

mortgagee of nonpayment of an Assessments, terminate the delinquent Member's and or lessee's common privileges and cease supplying a delinquent Member's Lot, Building Space Easement area or Unit with any and all services normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all assessments and charges then due.

If a unit owner fails to pay the common expenses assessed to the unit by the unit owners' association within sixty (60) days of the date it was due, the Association may collect from any tenant renting the unit any rent then or thereafter due to the owner of such unit. The Association shall apply such rent collected against the amount owed to it by the unit owner. Prior to taking any action under this paragraph, the Association shall give to the delinquent unit owner written notice of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the Association claims is due and owing by the unit owner, and shall indicate the intent of the association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of such notice shall be provided to any first mortgagee of record on such unit who has previously requested in writing that the unit owners' association notify it of any delinquency in the payment of amounts due to it by the owner of such unit.

The unit owner shall have thirty (30) days from the date of mailing of such notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No unit owner shall be entitled to withhold payment of assessments due, offset against the same, or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.

ARTICLE IX
INSURANCE

(A) Property Insurance. The Board or its duly authorized agent shall obtain insurance for all insurable improvements on the Common Land against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, together with all betterments and improvements. Premiums for all insurance on the Common Land shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in paragraph C-2 below.

(B) Liability Insurance. The Board or its duly authorized agent shall obtain and administer insurance for the Board and the Members against any liability to the public or to the Members (and their invitees or tenants) incident to the ownership and/or use of the Property, and including the personal liability exposure of the Members, incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than One Million Dollars ($1,000,000) for any occurrence and Two Million Dollars ($2,000,000) in the aggregate per year (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 wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his/her or their action against another named insured.

(C) Directors and Officers Insurance. The Board or its duly authorized agent shall obtain Directors and Officers insurance for the benefits of the officers, directors, and committee members of the Association, and if reasonably available, members of the Association acting on behalf of the Board against any liability arising out of, resulting from, or related to the performance of their duties as officers, directors and/or committee members of the Association , and members of the Association acting on behalf of the Board with limits of liability for such insurance of not less than One Million Dollars ($1,000,000) per incident and Two Million Dollars ($2,000,000) in the aggregate per year.

(D) All insurance obtained and maintained by the Association shall be governed by the provisions hereinafter set forth:

1) All policies should, whenever reasonably possible, be written with a company licensed to do business in New Hampshire and holding a rating of A- or better in the Financial category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating;
2) All policies on the Common Land shall be for the benefit of the Members and their mortgagees as their interests may appear;
3) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
4) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with the insurance purchased by individual Members, occupants or their mortgagees, and the insurance carried by the Association shall be primary;
5) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

    a) A waiver of subrogation by the insurer as to any claims against the Board, the Members and their respective tenants, servants, agents and guests;
    b) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
    c) No policy may be canceled, invalidated, or suspended on account of any one or more individual Members;
    d) No policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Member or mortgagee; and
    e) Any "other insurance" clause in any policy exclude individual Members' policies from consideration.

(E) Disbursements of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Land, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Member or Lessee and their mortgagee(s), as their interests may appear, if any Lot or Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee;
2) If it is determined, as provided for in Section C of this Article, that the damage or destruction to the Common Land for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section D hereof;
3) If any funds should be turned over to the Association as compensation for damage or destruction to the residential lots or unit or the improvements thereon, said proceeds should be turned over to the Member of said lot or unit and/or its mortgagee in proportion to the damage to said lot or unit and the improvements thereon.

(F) Damage and Destruction.

1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.
2) Any damage or destruction to the Common Land shall be repaired or reconstructed unless waived by at least seventy-five (75%) percent of the total vote of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within

nine months, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days.

3) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Land shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event, the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Land by the Association in a neat and attractive condition.

(G) Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special Assessment against all Members in proportion to the number of Lots and Units owned by such Members. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE X
FISCAL YEAR

(A) The fiscal year of the Association shall be from August 1 to July 31.

ARTICLE XI
GENERAL PROVISIONS

(A) Abatement of Violations. The violation of any Rule or Policy adopted by the Association, the breach of any Bylaw contained herein, or the breach of any provision in the Deeds to Association land shall give the Association the right, in addition to any other rights set forth in these Bylaws or in the Deeds, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting Member. The Association shall have the ability to assess a penalty up to the amount of One Hundred Dollars ($100.00) per day for any such violation, upon failure of a Member to cure such violation within fourteen (14) days after notice by certified mail to the Member's last known address. The Association shall have a lien on every Lot, Unit or Building Space Easement, as the case may be, for any abatement of violations as herein described which may be applicable to said property and shall have all rights of enforcement as defined under Article VIII, Section I of these Bylaws. A Member shall have the right to appeal to the Board any notice of violation within said fourteen (14) day period. Any such appeal shall be submitted in writing to the Board and upon receipt a Special Meeting of the Board shall be convened within five (5) to ten (10) days thereafter. A copy of the notice of the meeting shall be delivered to the Member who shall have the right to appear before the Board and present their case for reconsideration.

(B) Indemnification. The Association shall indemnify every officer, director, committee member and member of the Association acting on behalf of the Board against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer, director, committee member and/or member of the Association acting on behalf of the Board in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, committee member or member of the Association acting on behalf of the Board to the fullest extent authorized by New Hampshire law. The officers, directors, committee members and members of the Association acting in behalf of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, committee members and members of the Association acting on behalf of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and hold each such officer, director, committee member and member of the Association acting on behalf of the Board free and harmless against any and all liability to others on account of any such

contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member and member of the Association acting in behalf of the Board, or any former officer, director, committee member and/or member of the Association acting in behalf of the Board may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(C) Waiver. The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Member hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

(D) Notices. All notices to Members shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Member, addressed to the Member's address appearing on the records of the Association. Any notice given or mailed to one co-Owner shall be presumed to have been properly given to any other co-Owner, regardless of whether a separate notice was given or sent to said other co-Owner**. All notices to the Association shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Association, addressed to the Association's President or Vice President with a copy to the Manager, at the addresses appearing on the records of the Association.**

(E) Order of Payment Priority. Except as otherwise noted herein, all payments made to the Association on any Owner account shall be applied in the following order of priority:

1. Interest;
2. Late fees;
3. Fines;
4. Costs and fees;
5. Special assessments (When such a payment is made, it shall be credited, if due in installments, from most delinquent installment to least delinquent installment.);
6. Regular assessments (Payments shall be credited from the most delinquent assessment to the least delinquent assessment.).

(F) Amendment. These Bylaws may be amended, at any time, by an instrument in writing executed with all the formalities of a deed and recorded at the Rockingham County Registry of Deeds by the then Members of a two-thirds majority of the Members entitled to vote as defined in Article II-C.

(G) Notices to Prospective Purchasers of Lots or Units. In the event of any resale of a Lot or any interest therein by any person the prospective Member shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

1) A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current fiscal year;
2) 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 Association;
3) A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
4) A statement of the status of any pending suits or judgments in which the Association is a litigant; and
5) A statement setting forth what insurance coverage is provided by the Association;

(H) Renting or Leasing of Residential Units. All Lease Agreements by an Owner of property subject to these Bylaws shall include a provision in which the Lessee(s) acknowledges receipt of the Bylaws and the Rules and Policies of the Association and Lessee's agreement to abide by same. In the event that a Lessee, occupant or person living with the Lessee violates a provision of these Bylaws or Rules and Policies adopted pursuant thereto, the Board shall have the power to bring an action or suit against both the Owner and Lessee, jointly and severally, to recover sums due for damages or injunctive relief, or for any other

remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the Lease Agreement by the Lessee. An Owner leasing property subject to these Bylaws shall provide a written statement to the Association signed by the Lessee stating that they acknowledge receipt of the Bylaws and the Rules and Policies of the Association and Lessee's agreement to abide by same. Any violation by a lessee, tenant or a guest thereof, shall also be considered a violation by the Owner of the property and the Association shall have rights of abatement of violations as provided by these Bylaws.

(I) Severability. Invalidation of any one of these Bylaws by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Executed as of the date and year first above written.

THE MOODY POINT COMMUNITY ASSOCIATION, INC.

_____ By: _____
Witness Its President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this, the _____ of _____, 2015, before me, personally appeared _____, who acknowledged himself to a be the President of The Moody Point Community Association, Inc., a New Hampshire corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

_____
Notary Public

My commission expires:
_____

MOODY POINT COMMUNITY ASSOCIATION POLICIES & RULES – MAY 6, 2024

Introduction

This document contains the policies and rules ("rules") which govern the Moody Point Community Association (MPCA). The rules reflect our collective interest in the safety and wellbeing of all residents as well as the protection of the natural landscape upon which we all reside. Compliance with the outlined rules reflects your respect for your neighbors, preservation of the environment and maintenance of the amenities we are all privileged to uniquely enjoy.

The rules listed in this document are MPCA Board established rules except for those that reference the specific governing documents named below:

- Articles of Agreement (AA)
- Bylaws (BL)
- Warranty Deeds (WD)

This document outlines both the requirements of our governing documents and the Moody Point Community rules adopted by the MPCA Board of Directors as of May 6, 2024. If you have any questions or comments about this document, please direct them to a member of the Board of Directors. A list of the current directors can be found on the moodypoint.org website.

Welcome to the neighborhood!

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Section 1 - Community Description

The Moody Point community is a residential development consisting of a variety of housing options including condominium, duplex, and single-family homes. Each owner within the Moody Point development is required to be a member in the Moody Point Community Association (MPCA) as noted in the deed to each individual property. The members of the MPCA collectively own and operate the Common Land including appurtenant structures located thereon as well as the community water distribution and sewer collection systems.

The purpose of the Moody Point Community Association, as stated in the Articles of Agreement is "to serve and promote the recreational interests of all present and future owners ..." In this light, the association is "to hold, manage, regulate, construct and maintain certain common areas, open space areas, trails, walks, paths, ponds, or other facilities to be used in common by the members of the Association and to be constructed upon the land owned or to be owned by said Association." (AA, Article 2, Section 2)

The "Common Land" currently includes **Lot 4** (contains foot bridge, benches, walking trails, canoe/kayak racks, pier and floating dock, screen house, sewer pump station and access road, man-made pond and dry hydrant, fire access road, managed woodlands and meadows, and the shoreline); **Lots 9 & 11** (contain water house, utility area, sewer force main and natural woodlands); and **Lot 6** (contains natural woodlands).

Much of this land is deeded as conservation lots, meaning we are not able to cultivate or build upon the property and must abide by the deed restrictions of the property and various state and municipal land conservation rules and policies. The Bylaws support this goal as follows: "The Common Land [Lots 4, 6, and 11] is intended to be used as open space, as a visual and noise barrier, a wildlife habitat, access to Great Bay for boating, an area for peaceful enjoyment of nature by all, and to supply water and sewer utilities for the Moody Point on Great Bay subdivisions. Its enjoyment shall be limited to Members and their guests. (BL, Article VI, A-1)" "Therefore, The Association shall govern the use and maintenance of the walking trails, ponds, open space, environmentally sensitive areas, observation decks, recreation facility and buildings, mailboxes, and other jointly owned facilities and shall continually monitor said use and maintenance to always ensure that the Property and improvements are always used and maintained in accordance with the provisions in said deed(s)." (BL, Article VI, A-4). In addition, The MPCA also holds easements over certain other lands for trail entrances from Cushing Road and Lubberland Drive, community water distribution lines, the sewer system including a force sewer main to the Town of Newmarket gravity collection system, an irrigation well system and a fire suppression cistern.

Legal documentation of the Common Land and their proper maintenance is delineated in the Warranty Deeds, Articles of Agreement, Bylaws, The Moody Point Community Association Environmental Management Plan, and established MPCA board rules. In addition, it is

important to note all owners within the Moody Point on Great Bay Community may be subject to additional restrictions and regulations pertaining to their individual property as set forth in their deeds or the condominium or homeowners association documents that apply to their individual property. Lastly, the board has created the following rules to ensure we are a united and respective community.

Section 2 - Communications

The MPCA website, moodypoint.org, is the primary form of communication used by the MPCA. US postal service is used for legally required mailings, such as required for the MPCA annual meeting. Email announcements are used to communicate important community information from the property manager, board, and committees.

1. **MPCA Website**

   NewPath Consulting provides website maintenance services which include emails to the community, website postings, member directory, and calendar updates.

   a. Items on the website are the responsibility of a specific committee, association or the MPCA Board, as designated by the Board. Each committee and association should regularly monitor and keep current its designated section(s) of the website.
   b. Examples of information posted are:
      i. MPCA and individual associations governing documents;
      ii. Minute and reports from MPCA meetings, standing committees, and individual associations; and
      iii. List of officers and governing documents for all associations.
   c. Advertisements of items for sale or trade are permitted only in the "Classifieds" section of the website and are restricted to items being sold or traded by MPCA members.

2. **US Postal Service**

   As outlined in the MPCA bylaws, MPCA annual and special meeting written notices are delivered via US postal service, or, if required, personally by an MPCA representative.

   Every residence at Moody Point, with the exception of Lot 12 (17 Cushing Road), is provided a specific mailbox, located as conveniently to the residence as possible. Note: U.S. Postal Service regulations prohibit use of cluster boxes for purposes other than collection and distribution of U.S. mail.

   a. In the instance of first-time occupancy, keys may be obtained from the Newmarket Post Office at the owner's expense or through the builder or sales agent.
   b. Keys to mailboxes assigned to pre-owned units must be transferred to the new owner by the prior owner at the time of closing.
   c. Individual on-street mailboxes and delivery tubes are prohibited except for Lot 12.

3. **Email**

   The MPCA and its property manager uses email addresses from the Membership Database to send information pertinent to residents and property owners.
   a. It is the responsibility of residents and owners to make sure that their email address is current.
   b. This can be done by checking the Member Directory on the MPCA website.
   c. If changes to a member's profile are required (e.g. phone number, email address), members should submit the change using the Membership Directory Change Form found under Help on the main navigation bar of the MPCA website.

   MPCA-wide email announcements are administered by NewPath Consulting on behalf of the MPCA or by the property manager. The email blast form is only to be used by the MPCA Board, committee chairs, and board secretaries. The form is found under Help on the main navigation bar of the MPCA website. When submitting requests, please allow 72 hours to process your request (not including weekends/holidays).

   In addition, the All Members Forum can be used by any MPCA member to send out information to the community via email.

4. **Signage**

   Residents are prohibited from posting any signs on Common Property. Note: U.S. Postal Service regulations prohibit use of cluster mailboxes for purposes other than the distribution and collection of mail.

Section 3 - Community Life Committee (CLC)

The goal of the Community Life Committee is to create an inclusive community where residents are welcomed and life is enriched through activities planned by the CLC and representatives of the Moody Point neighborhoods. This leads to meaningful relationships and friendships that enhance the spirit of community for all Moody Point residents.

The purpose of the Community Life Committee is to plan, implement and evaluate activities that enhance the above goal. This includes:

a. Welcoming new residents to Moody Point via a personal visit to deliver materials important to introducing the community and Town services.
b. Planning/organizing social and educational events open to all Moody Point residents. Events are categorized as:

Sponsored Events - These events are designed, planned, and implemented by the CLC. The CLC pays for expenses and advertises these events. Everyone in Moody Point must be invited. Examples include:

i. Bring your Own (BYO) gatherings in late afternoon/evenings on Fridays at the screen house during the Spring/Summer/Fall and in private home settings when the screen house is closed.
ii. Seasonal Parties - Examples include: Holiday Party in December, After the Half Marathon Race party in April, Summer BBQ in June, and Fall Party following MPCA Annual meeting.
iii. "Timely Topics" series via Zoom and in private Moody Point homes, feature speakers (Moody Point residents and other local experts) on topics of interest to all.

Affiliated/collaborative events - CLC collaborated and advertised events organized by Moody Point residents for which ideas may originate outside of CLC or Moody Point. CLC provides organization but no funding.

Non-affiliated events – Residents and Associations can use the screen house for private events upon request based upon availability. (See Screen House section.) CLC is responsible for administering use of the Moody Point Screen House. This includes:

i. Evaluate requests for reserving the screen house.
ii. Provide approval for requests by Moody Point residents for use of screen house for organized classes, activities, or events.
iii. Ensure that each event is in compliance with MPCA regulations.

c. Advertising for all CLC community events is done through the Moody Point website, *moodypoint.org* event calendar, and via community email blasts.
d. Managing "Little Free Library" – A community library box is located near the mailboxes at Trailhead 2. Residents are welcome to add books or borrow books at their pleasure from the box.

Section 4 - Environmental Committee (EC)

The Moody Point Community Association deed to the Common Land and our bylaws require us to maintain and protect the shoreline, and conservation aspects of lots we have been deeded (lot 4, 6, 9 and 11). Therefore, the Board created this Environment Committee to build and maintain an ongoing environmental plan, which includes the following areas:

1. **Shoreline:** The shoreline of Great Bay constitutes a fragile environment that must be cherished and respected. In fact, our shoreline is populated with eel grass, a highly valued flora that is protected by DES. Therefore:
   a. At no time should any watercraft be launched from the shoreline.
   b. At no time should anyone swim from the shoreline.
   c. All residents should not walk the shoreline unless for the following activities:
      i. An EC approved shoreline cleanup during which volunteer residents collect and remove man-made objects (Styrofoam, plastic bags, etc.) that have floated up on

shore.
   ii. An EC approved cleanup and removal of wrack that prevents the eel grass from growing.
   iii. Board and EC approved UNH research programs.

2. **Screen House and Dock Area**: This area is provided for residents' enjoyment of our unique and beautiful surroundings here at Moody Point. All members should be mindful of the environmental sensitivity of the area and the important estuary system we live by and act accordingly. Key guidelines are:
   a. The area is for the sole use of Moody Point residents, their guests, and Community Life Committee functions. The area includes the screen house, the deck, the kayak rack area, the pier, ramp, and floating dock.
   b. The screen house is to be kept locked when no resident is present. The lock combination is "3857."
   c. The use of motorized vehicles to and from the screen house is restricted to limited circumstances (see section 6 "Trails").
   d. Children under the age of 13 years MUST be always accompanied by an adult.
   e. Excessive noise is always prohibited in consideration of both wildlife and residents.
   f. Group events are limited to those scheduled and approved by the Community Life Committee (see above under CLC).
   g. Members have access at all times.
   h. Each owner who uses the screen house is asked to leave it clean and orderly. Owners or residents, who find messy conditions or any form of vandalism, should notify the Property Manager immediately.

3. Approved Watercraft: Approved watercraft includes, canoes, kayaks, small sailfish, and paddleboards.
   a. Approved watercraft shall be launched from the floating dock only.
   b. No boats of any kind can be beached, landed, launched, or otherwise used from the shoreline.
   c. Owners assume all responsibility for their watercraft. To inform owners of damage or need to move for area work or impending hazards, owners must affix identification to their watercraft, including name, address, and/or telephone number.
   d. Racks for approved watercraft are provided for resident's convenience. Rack space is available on a first-come first-served basis at the beginning of the season. Residents should be respectful if an open space becomes available since leaving the shoreline. It is most likely another resident is out using their boat and thus the open space is not available.
   e. Watercraft may be stored in the screen house from November 1 to May 1. It should be stored as far away from the combination-lock door entrance as possible and should in no case be stored within 10 feet of the door entrance. There should also be at least a 3-

foot space between the glass walls and the watercraft so that access is maintained around the inside perimeter of the screen house.

4. **Pier and Dock Area:**
   a. The floating dock is to be used to launch approved watercraft, fishing, swimming, and to pick-up/drop-off boat passengers.
   b. Temporary dockage of a resident-approved watercraft is allowed during the day. Overnight dockage is prohibited.
   c. Use of these facilities is at the risk of the user.
   d. In November, the floating dock is pulled from the water, the ramp is pulled up on the pier. At that time, please stay off the stored dock and be careful walking on pier, where ramp is stored.

5. **Water Activities:**
   a. Fishing:
      i. There shall be no fishing (except from the pier or floating dock) and no digging of any shellfish from or around the shoreline.
      ii. Although not recommended, casting into fire pond is allowed. Please be careful of wildlife and birds using the area at all the times.
   b. Swimming:
      i. There shall be no swimming from the shoreline. Swimming is allowed only from the floating dock, at the swimmer's risk.
      ii. Swimming in the fire pond is not recommended, since the pond is treated with chemicals throughout the summer.

6. **MPCA Property Usage:** There are times based on the needs of a sub-division association or a unit owner, that access to and use of MPCA property is required. To ensure proper maintenance of MPCA property, all request for use of MPCA property must be approved following a sub-division's requirements then submitted for approval to the MPCA property manager. In addition, MPCA Storm Water Management Committee and / or MPCA Board approval may be required.

   To obtain approval, follow the policies and procedures and complete the form outlined in document, Moody Point Community Association Use of Land Policies, Procedures, and Form, posted on the MPCA website under the Environmental Committee forms.

7. **Trails:** One of the more unique assets of Moody Point are our trails. To maintain these trails and abide by the shoreline/wetlands protection rules as well as deed restrictions, we have established the following policies:
   a. All foot traffic must be restricted to the trail itself. Owing to the environmentally sensitive nature of the flora and fauna, residents must remain on the trail and avoid walking through the meadow and the shoreline bordering lot 4, unless approved in writing.

b. The use of motorized vehicles of any kind on the trails is strictly prohibited, with the following exceptions:
    i. Member's vehicles can be used to deliver watercraft to and remove watercraft from the waterfront area. Members must get permission to drive on the trail from an EC member.
    ii. Vehicles can be used to transport members with temporary or permanent physical disabilities to and from the screen house. Members should request access from an EC member.
    iii. Member's vehicles can be used to transport large items to and from the screen house to facilitate events sanctioned by the MPCA Board of Directors or the CLC. Members should coordinate the timing of access with an EC member
    iv. Maintenance vehicles with the prior approval of the MPCA Board of Directors, the MPCA President, the EC Chair, or the Property Manager.
    v. Members whose vehicles cause damage to the trials will be assessed the cost of repairing said damage.
c. Pedestrian access is restricted to established trails leading to scenic vantage points. Winter use of the trails and fire pond is allowed.
d. All children must be accompanied by an adult.
e. Excessive noise is prohibited. The privacy of those residents who abut Lot #4 is to be respected.
f. Those who use trails and other areas of Lot 4 do so at their own risk. The MPCA is not responsible for injuries.

8. Pets: The Moody Point community has enjoyed a long history of neighborliness and good will. The MPCA is working to ensure that we remain a welcoming community where the rights of all community members are acknowledged and respected. To that end, please review the following information concerning pet ownership at Moody Point. We hope that pet owners and non-owners alike will become knowledgeable of neighborhood rules and abide by our common sense guidelines to keep all residents and visitors safe and happy.

a. Control Your Pets: Anywhere and anytime a pet or service animal is outside your home (this includes visitors to MPCA) it must be on a leash and under control (current underground fences are the exception and permitted by individual HOA rules). This applies to homeowners, visitors, friends, dog walkers etc. when using our trails, walkways, streets, and common areas. In all cases, you are responsible for any damage or harm your animal may cause and it is imperative that you pick up their solid waste. Ignorance of the rules is no excuse. Pets should not urinate or defecate on others property: including gardens, shrubs, lampposts, recycling bins, etc. When at all possible, please walk your pet on the side of the road that does not have driveways. For safety's sake and as a courtesy to drivers, rein in your pets to the shoulder of the road; as there is now considerable traffic along Cushing Road days and evenings.
b. The State of NH and the Town of Newmarket require that dogs be licensed (see Town Code of Ordinances, Chapter 4 Animals). www.newmarketnh.gov/clerk-tax-collectors-office/pages/dog-license.

c. Keep it Clean for Your Neighbors and the Environment:
    i. Picking up after your pet is not just the neighborly thing to do. It is required of all Moody Point pet owners. But scooping your pooch's poop is not just a courtesy for those walking behind you; it is the healthy and environmentally sound thing to do. Please dispose of all poop bags at home.
    ii. Rain or snow runoff can carry pet waste directly into waterways or storm drains, which usually empty without any treatment into a stream, river, or estuary. Untreated fecal matter can be a source of harmful bacteria and nutrients. Just as we do not want human sewage in our water, it is important to prevent pet waste from being carried into our waterways.
    iii. It is not just water quality that can suffer. Leaving pet waste on the ground may pose a risk to children, adults, and even pets. So, let us work together to keep pet waste out of our water resources and recreational areas.
d. Be Aware of the Proper Use of Our Trails and Pet Etiquette: Our walking trails are well maintained here at Moody Point. We hope that you choose to take advantage of the wonderful experience that a stroll along the water or in the meadow offers with your **leashed** pets. These trails are clearly marked, kept trimmed and graded by your association and environmental committee. Please stay on the trails unless express permission has been obtained from the Environmental Committee or MPCA management (in the spring some dogs may obtain special permission to "patrol" the pond area to discourage geese from nesting). As this area is a natural environment, wildlife will occasionally be encountered.
e. To keep everyone safe, please practice conscientious pet etiquette.
    i. Do not approach a leashed pet without permission/invitation from the owner. Owners should not allow their animals to approach others without permission. Most pets here are friendly, but sometimes it is best to give owners and pets adequate distance to reduce stress and gauge the situation appropriately.
    ii. PAY ATTENTION!! Animals and humans have off days.
    iii. Pet owners should yield to others on trails and roadways to ensure safe passage for humans and animals alike!!!
f. No pets are allowed on the spur trail to Lubberland Creek Saltmarsh.

9. **MPCA Parking Spaces:** (Also see "Utility and Trash Disposal Area" section below.)
    a. The parking spaces located by Trailhead 2 and the mailbox area are available for use by vendors and guests of members for temporary parking only. (For a few hours in the day) Anyone looking to park there for more than 6 hours or overnight must send an email request with your name, vehicle make and the plate number to the property manager. They will approve the guests stay and allow us to have a way to track the owner should the vehicle need to be moved. The maximum period of parking use per person is 7 days.
    b. Vendors and guests can park on the side of Cushing Road or Lubberland Drive circle as well. These are town roads, so Town rules apply.
    c. Violators may have their vehicles towed in the case of emergencies without further notice, with the vehicle owners being responsible for the risk and expense.

10. **Utility and Trash Disposal Area:** This area is part of MPCA common land, Lot 11. As part of the association's services for all members, we have allocated a portion of this lot for storage of private property such as boats, RVs, and trailers. In addition, this is where we provide two trash dumpsters for Moody Point residential use only. The following are the rules for the use of this area:
    a. The trash/dumpster rules:
        i. All members and residents are provided with Moody Point stickers to display on their vehicles. This is required to use the dumpsters. You can obtain a sticker from your CLC representative.
        ii. **HOUSEHOLD TRASH ONLY is to be put in the dumpster. Nothing is to be left outside the dumpster.**
        iii. Pick up is once a week usually Thursday or Friday. We can add a collection when needed. If a resident finds the dumpster full on a Monday, please email communications@greenstonenow.com.
        iv. Residents are requested to close dumpster doors after depositing refuse to keep animals out.
        v. **All recyclables should not be put in dumpsters**. They should be left for Town pick-up on Mondays or dropped at the Transfer Station on Wednesdays or Saturdays.
        vi. All brush or bulk items are not approved and should be taken to the town Transfer Station. If your trash does not fit in a large lawn bag, it is not allowed in the dumpster. Information/regulations for the disposal ofthese items is available at https://www.newmarketnh.gov/public-works/pages/transfer-station-feeshours or call the Town of Newmarket Department of Public Works, 659-3093.
        vii. Christmas trees are NOT to be left at the dumpster or anywhere else on announced each year in a Property Manager email.
        viii. Any resident, who sees a non-resident illegally using our dumpsters, should immediately call the Newmarket Police with the license plate number of the vehicle. Taking a picture of the vehicle with a cell phone and forwarding it to the Board and Police can only help. Illegal dumping is a crime.
    b. Storage or parking overflow rules:
        i. Residents may store RVs, boats, vehicles, truck trailers and other equipment too large to be garaged at residents' homes. All storage is at your own risk. MPCA takes no responsibility for the safety of the property.
        ii. To store an item at the Utility Area, residents must register it with our property manager by sending an email with name address, property description and plate number to: communications@greenstonenow.com. Once you receive a confirmation email from the Property Manager, please park trailers on right and boats on the left side of area. Please make sure the property is tagged with name, address, or telephone number, once parked in the areas.
        iii. At certain times of the year, storage area residents will be asked to move their property temporarily so MPCA can mow and clean up the area. You will be

provided with 24 hours' notice and should be able to return at the end of the day of work.

iv. The MPCA reserves the right to limit the size and quantity of items stored in the Utility Area, to rescind previously granted permission, and to require members to remove items stored there for good cause.

v. The Board of Directors has the right to remove and dispose of items abandoned in the Utility Area and to charge the owner of the item(s) for all costs incurred with their removal and/or disposal.

c. Recycling Rules: All recycling is regulated by the Town of Newmarket. The list of allowable recycles can be found here (https://www.newmarketnh.gov/public-works/pages/single-stream-recycling). The following are the MPCA policies:

i. Town Recyclable pick up is scheduled Mondays on public roads only (Cushing Road and Lubber land Drive, Lubberland Circle).

ii. Each week residents can leave their recyclable in a blue recycling bin, preferable one with a top, at the end of their driveway.

iii. Residents are requested to label the bin with their address. In addition, if for any reason the bin does not have a secure cover, please weigh it down, or bind your recyclables in a recyclable bag to prevent debris from being blown into your neighbor's property and MPCA common land.

iv. Recyclables may also be taken to the Newmarket Transfer Station on Ash Swamp Road. Refer to the Town of Newmarket's website for days and hours. Information may be obtained from the Department of Public Works by calling 659-3093 or online at: https://www.newmarketnh.gov/public-works/faq/where-is-the-transfer-station.

v. At no time should recyclables be put in or left outside the dumpster at the Utility Area.

d. Hazardous Waste Rules: Disposal of all hazardous waste must be in accordance with the Town of Newmarket Policy and Procedures. **Do NOT leave hazardous waste at or in the dumpster.** FYI: Computers, most electronic and related equipment are now classed as hazardous materials. (Information/regulations for the disposal of these items are available at Town of Newmarket Department of Public Works, 603/659-3093.)

11. **Tree Management and View Cutting:**

a. This is a delicate issue at Moody Point due to deed restrictions, covenants, conservation rules and regulations. We are required by deeds to review the health of any tree over 4 feet with an arborist or licensed forester. Therefore, every year the EC walks the property with an expert to determine which trees may be in poor health. Those are then designated for cutting or trimming.

b. In addition, in late summer, we offer residents an opportunity to request some view clearing and brush cutting. An email, with a link to the request form, will be sent to all Moody Point owners asking for any cutting requests. These requests are not guaranteed and will only be approved if in accordance with state regulations, the arborist's walk around and our overall Environmental Management Plan. We only accept the requests

once per year, usually around August.

c. Any unapproved cutting done on MPCA Common Land will be subject to both federal and state fines as well as the following MPCA fines.
   Any person or persons who have done unauthorized and/or unapproved cutting (of trees, saplings, plants, shrubs, etc.) on MPCA Common Land will be subject to MPCA fines and all costs associated with any administrative actions and the restitution of the property for each occurrence. The MPCA fine will be $500 for the first tree offense, $1,000 for the second tree offense and $1,000 thereafter for any subsequent violations. All costs associated with restitution include, but are not limited to, all legal and administrative costs incurred by the MPCA because of this unauthorized cutting, as well as all costs associated with restoring the property to its original condition.

12. Prohibited Activities: For the safety of individuals and property, and to limit the liability of MPCA:

a. Fireworks at Moody Point are prohibited on the Common Land.
b. There shall be NO Hunting on any of the Moody Point Common Land.
c. Fertilizers and Pest Controlling Chemicals: All unit owners shall comply with local, state, and federal shoreline, wetlands, and wellhead protection area acts, regulations, and ordinances.
   i. The term "pest" includes mosquitoes, ticks, and all those insects that are deemed harmful to people, animals, aquatic life, trees, and other vegetation.
   ii. The MPCA Board of Directors contracts only with licensed professionals to apply approved substances on Common Land within the Protected Shoreline, as mandated by federal, state, and local regulations.
   iii. Associations and individuals cannot use fertilizers, pest control substances, or other chemicals that may adversely impact the Common Land, based on information from the New Hampshire Department of Environmental Services.
d. MPCA members are prohibited from using power tools that use blades and chains, and pneumatic devices on the Moody Point Common Land.

Section 5 - Water System Committee (WSC)

Water System

1. The **Water System** consists of:
   a. Service Lines- The pipes are from individual residences to the Water Shutoff Valve (WSO). Homeowners and/or Condominium Associations are responsible for the maintenance and repair of the Service Line between the residences and the WSO.
   b. WSO Valves- The shut-offs are located underground between a residence and the water main. The WSO connects the service connection to the service line and operates as a shut-off valve. They are accessed by a **curb valve cover** usually at grade level, visible by a round plate about 3 inches in diameter, which allows access to the curb valve via an **access tube**. The MPCA is responsible for the maintenance and repair of the WSO, valve cover and access tube, except when the Town requires a means to turn off water to enforce compliance with Town rules and regulations. In these cases, the MPCA will

contract for repair and the Property Manager will bill the responsible party.

c. Service Connections are pipes from the WSO to the water main. The MPCA is responsible for the maintenance and repair of the Service Connections between the WSO and the water main.
d. Water Main is the system of pipes that connect service connections to the community water house and the pipe connecting the water house to the Town water connection point. The water main on Moody Point property is the responsibility of the MPCA.
e. Water House is located immediately west of the intersection of Eagle Drive and Cushing Road. The water house contains a backflow prevention valve, pressure reduction valve, remote monitoring system and water meter. The building and its contents are the responsibility of the MPCA.

2. All water usage shall be metered by the Town including irrigation.
3. Proper operation of the water systems is critical to our community. Anyone noticing anything suspicious around the Water House or near distribution pipes or water problems such as reduction in water pressure, or significant air in the pipes, should immediately notify the WSC Chairman or one of the WSC members. A current listing of emergency contacts is posted on the water house building next to the entry door.
4. The MPCA will not be responsible for any damage to members' property unless the damage is the direct and proximate result of the negligence of the MPCA, or its officers, directors, or agents. In no event will the MPCA be responsible for such damage unless the MPCA is notified of the damage in a timely fashion and prior to any repairs having been made.
5. The water system is monitored and maintained by the Moody Point Water Systems Committee (WSC). All repairs to the water system are to be performed by vendors approved by and contracted through the WSC. All invoices for such work will be billed to the responsible party by the Property Manager of the MPCA.
6. If a property owner requires water to be shut off or turned on via the WSO valve, the following actions must take place:
    a. The property owner must notify the Property Manager of the required action and whether this is an emergency or can be a scheduled activity.
    b. The Property Manager will notify the MPCA WSC of the request and coordinate scheduling the activity.
    c. Any time that water is being turned on, the property owner and/or association making the request must have a licensed plumber on site to prevent any damage due to possible leaks in the building.
7. Per an agreement with the Town, the MPCA will be notified if someone does not pay their town water bill after a second notice. If the town requires the water to be shut off and finds the WSO to be inaccessible, the MPCA will get a written notice and has 30 days to repair the WSO or face a daily fine. The MPCA will arrange for repairs to the water shutoff. The expense for these repairs will be billed to the individual homeowner per section 34a.
8. The cost of water supplied to a homeowner will be billed by the Town. The cost of maintaining the infrastructure from the connection to Town water to the WSO is billed to homeowners by the MPCA.
9. Policies regarding copper tubing replacement are as follows:

a. **Leak occurring between** water shutoff valve **and residence:** Whenever a leak is discovered in a copper line installed between the water shutoff valve and the residence, the WSC requires, where physically and economically feasible, that the homeowner or association replace the entire length of water line between the curb stop and the meter in the residence with material approved by the State of New Hampshire Building Codes as adopted by the Town of Newmarket. Cost of this portion of water line replacement will be the responsibility of the homeowner or association. Work will be performed under the direct supervision of MPCA Water Systems Committee utilizing WSC approved materials and contractors.
b. **New construction tie-in from** water shutoff valve **to new residence:** The builder/lot owner/developer shall be required to use MPCA WSC-approved material when installing the water shutoff valve and water delivery line between the water shutoff valve and the new construction. Cost of installation will be the responsibility of the builder/lot owner/developer. A WSC member will be required to observe installation. The builder/lot owner/developer must give the WSC notice of planned installation at least 2 days in advance. The builder/lot owner/developer will be prohibited from connecting to the MPCA water distribution system if they fail to comply with this policy.
c. **Tie-in fee:** There is a fee to connect new residences to the MPCA water systems. Contact the Property Manager for more information.

10. The WSC has installed a series of shutoff valves, inspection ports and system drain outlets in the parking area at Trailhead #2. These ports have been marked with blue paint and outlined with the words “No Parking” and “Water Shutoffs.” If a vehicle is parked on top of these valves, in the “No Parking” zone, when a water system emergency occurs, the WSC will make a reasonable attempt to locate the owner of the vehicle to have it moved. If the WSC is unable to locate the owner, the WSC is authorized to have the vehicle moved by whatever means are appropriate at the risk, cost, and liability of the owner.
11. Water Conservation/Management: Since the Town of Newmarket is supplying the water to the MPCA community, residences within Moody Point must comply with the requirements of the Town of Newmarket Water Management Program. Details can be found on the Town website.
12. According to an agreement with the Town, the MPCA WSC will conduct a water main flush at least once a year. The WSC will notify homeowners in advance of the flush.
13. Some members have important WSC infrastructure such as gate valve covers, WSO valves, or sewer manholes located with their lot. Members shall ensure that these are visible and accessible and uncovered by any landscaping.

Sewage System

1. The **Sewage System** consists of:
   b. Service Lines from individual residences to the sewer main. Homeowners and/or Condominium Associations are responsible for the maintenance and repair of the Service Line between residences and the Sewer Main.
   c. Sewer Mains. The MPCA is responsible for maintaining and repairing the Sewer Mains.
   d. Lift House. This building near the circle on Lubberland Drive collects sewage through

gravity-fed service lines and sewer mains into a holding tank and periodically pumps it one mile to the town sewer line on Bay Road. The building contains two redundant pumps, an emergency generator, and instrumentation for automatic operation and remote monitoring. The building and its contents are the responsibility of the MPCA.

e. Force Main. This is the pipe from the Lift House to a connection with the Town sewer system on Bay Road. The MPCA owns the force main.

2. The MPCA WSC monitors and maintains the sewage system. The MPCA is responsible for repairing the force main within MPCA property. Repairs on town property will be made by the town and paid for by MPCA, per our easement agreement with the Town of Newmarket.
3. Proper operation of this facility is critical to our community. Any resident who notices sewage around any home or manhole should notify the WSC Chairman or one of the WSC members. A current listing of emergency contacts is posted on the Lift House next to the entry door.
4. To ensure the efficient operation of our sewer system and to avoid costly repairs to lift pumps, do not flush non-biodegradable items. Flushing items such as wipes (even those labeled "flushable"), feminine hygiene products, paper towels, diapers, and dental floss can lead to significant clogs and operational issues. These items do not break down in the sewer system and can cause backups and damage to the lift pumps, potentially leading to a shutdown of neighborhood water services until the WSC can make repairs. Please only flush biodegradable waste and toilet paper to maintain the integrity of our sewage system. Remember, what goes down your toilet can have a direct impact on the entire community's infrastructure and environment.
5. The MPCA will not be responsible for any damage to members' property unless the damage is the direct and proximate result of the negligence of the MPCA, or its officers, directors, or agents. In no event will the MPCA be responsible for such damage unless the MPCA is notified of the damage in a timely fashion and prior to any repairs having been made.
6. All repairs to either the Service Line or the Sewer Main are to be performed by vendors approved by and contracted through the WSC of the MPCA. All invoices for such work will be billed to the responsible party by the Property Manager of the MPCA.
7. The cost of sewage treatment will be billed by the Town. The cost of maintaining the infrastructure from the connection to Town sewer to the service line is billed to homeowners by the MPCA.

Cistern

1. The 45,000-gallon cistern is located underground next to Cushing Road on the north side of the Ridge near 217 Cushing Road. It provides the Fire Department with onsite water for fire protection whenever needed.
2. The cistern is maintained by the Moody Point Water Systems Committee (WSC) and is subject to regulations of and periodic inspection by the Town of Newmarket Fire Department. The landscaping around the cistern is maintained by the Ridge.

3. Any resident who notices leaks or external damage to the cistern and its associated piping, should IMMEDIATELY notify the Property Manager or a member of the Water Systems Committee (WSC).

Section 6 – Storm Water Management Committee

The Storm Water Management Committee was established in 2019 as an advisory committee under the authority of the MPCA Board of Directors. The committee serves as a resource to the EC, MPCA Board, condo and homeowner associations, and individual homeowners. The Committee's focus is on drainage issues impacting the Common Land within the Moody Point on Great Bay community. **"Drainage"** shall mean the drainage control structures and improvements on the Property, including the fire pond and related overflow piping, culverts, ditches, swales, and catch basins, which are provided for the adequate removal of storm water and to prevent flooding of the road or erosion of adjacent surfaces or adjacent properties and which provide for retention and gradual release of storm water and for the removal of any standing water from ditches, culverts, or catch basins." (By-Laws Article 1.A.2)

The SWMC is comprised of representatives from each of the homeowner and condo associations plus a representative appointed by the MPCA Environmental Committee. The main responsibilities of the SWMC committee are:

a. Assess and monitor stormwater impacts to Moody Point's Common Land
b. Make recommendations to the MPCA Board with regards to maintenance and improvements of the drainage and stormwater management systems and infrastructure located on the Common Land.
c. Assist the MPCA Board in resolving any drainage issues that are beneficial to the Members.
d. Assist the MPCA Board with communications with Federal, State, County and Town Governments and their representatives, committees and commissions on matters involving Moody Point drainage issues. (By-Laws Article IV(A).
e. Assist the EC with management and maintenance of drainage control structures located on MPCA Common Land.
f. Meet with individual homeowners and HOA Boards to assist in evaluating their drainage and stormwater issues, making recommendations for mitigation or remediation, and providing information on 3rd party stormwater management resources.
a. Boards and individual homeowners should contact their respective committee representative(s) to request a site walk or consultation.
g. Co-ordinate with the Property Manager on drainage maintenance and capital projects.
h. Provide timely reports to the MPCA Board on drainage issues, on-going projects and budgetary needs to maintain and improve the drainage control structures and improvements on the Property.

Section 7 - Violations and Fines

1. “The Association shall ... have the right to develop ... rules and requirements to enforce the spirit and intent of the Warranty Deed [and] may also establish penalty assessments ... for such violations in keeping with the provisions of the Moody Point Condominium Declaration.” (WD, 6-R)
2. “The [MPCA] Board may, at its discretion, assess fines and penalties against a member or a Lessee...and prohibit or terminate the use of lands under the control of the Association by any Member or Lessee who violates any of the rules, regulations and restrictions.” (BL, Article VI, A-21)
3. Fines may be imposed for violations of any of these Rules and Policies. Unless otherwise specified, the fine policy for violations is as follows: (1) warning issued for the first offense, (2) fine of $25 for the second offense, (3) $50 for the third offense, and (4) $100 for the fourth and any subsequent offenses.
4. Fines may also be imposed for unauthorized/unapproved cutting on MPCA Common Land (see “View Cutting” section).
5. Members should report any violations to the MPCA Property Manager. The Property Manager will then notify the Board of Directors.
6. Unpaid fines are subject to the same MPCA late charge and delinquency interest policies currently in place for all MPCA billings.
7. A violation can be appealed to the MPCA Board only after the fine has been paid.