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PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form

NEW HAMPSHIRE REALTORS® EQUAL HOUSING OPPORTUNITY

TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** David Danzilio and Lucille E. Danzilio
2. **PROPERTY LOCATION:** 228 Cushing Road, Newmarket, NH 03857
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ☑ Yes ☐ No
4. **SELLER:** ☑ has ☐ has not occupied the property for 8.5 years.
5. **WATER SUPPLY**

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM: ☑ Public ☐ Private ☐ Seasonal ☐ Unknown ☐ Drilled ☐ Dug ☐ Other _____

b. INSTALLATION: Location: _____
Installed By: _____ Date of Installation: _____
What is the source of your information? _____

c. USE: Number of persons currently using the system: _____
Does system supply water for more than one household? ☐ Yes ☐ No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: ☐ Yes ☑ No ☐ N/A Quantity: ☐ Yes ☑ No
Quality: ☐ Yes ☑ No ☐ Unknown
If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? ☐ Yes ☑ No Date of most recent test _____
IF YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ☐ Yes ☑ No
IF YES, are test results available? ☐ Yes ☐ No
What steps were taken to remedy the problem? _____
COMMENTS: Public water tests are available from the Town of Newmarket and State of NH
RO system for treated drinking water and ice - connected to kitchen sink and refrigerator.

6. **SEWAGE DISPOSAL SYSTEM**

a. TYPE OF SYSTEM: Public: ☑ Yes ☐ No Community/Shared: ☑ Yes ☐ No
Private: ☐ Yes ☐ No ☐ Unknown
Septic Design Available: ☐ Yes ☐ No

b. IF PUBLIC OR COMMUNITY/SHARED
Have you experienced any problems such as line or other malfunctions? ☐ Yes ☑ No
What steps were taken to remedy the problem? _____

c. IF PRIVATE:
TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Unknown ☐ Other _____
Tank Size _____ Gal. ☐ Unknown ☐ Other _____
Tank Type ☐ Concrete ☐ Metal ☐ Unknown ☐ Other _____
Location: _____ ☐ Location Unknown. Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? ☐ Yes ☐ No
COMMENTS: _____

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d. LEACH FIELD: ☐ Yes ☑ No ☐ Other public sewer system

IF YES, Location: N/A Size: ☐ Unknown

Date of installation of leach field: Installed By:

Have you experienced any malfunctions? ☐ Yes ☐ No

Comments:

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☐ No ☐ Unknown

IF YES, has a septic system evaluation been done within 180 days? ☐ Yes ☐ No ☐ Unknown

Date of Evaluation:

Comments:

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU, 603-271-3501

7. INSULATION

LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
Attic or Cap	☑	☐	☐	fiber batts	Orig. + 6" added	☐
Crawl Space	☐	☑	☐			☐
Exterior Walls	☑	☐	☐	fiber batts	Orig.	☐
Floors	☐	☐	☑			☑
Unf. Basement Ceiling	☑	☐	☐	fiber batts	Orig.	☑

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - **Current or previously existing**:

Are you aware of any past or present underground storage tanks on your property? ☑ Yes ☐ No ☐ Unknown

IF YES: Are tanks currently in use? ☑ Yes ☐ No

IF NO: How long have tank(s) been out of service? N/A

What materials are, or were, stored in the tank(s)? propane

Age of tank(s): installed in 2000 Size of tank(s): 500

Location: East side of property

Are you aware of any past or present problems such as leakage, etc? ☐ Yes ☑ No

Comments: N/A

If tanks are no longer in use, have the tanks been removed? ☐ Yes ☐ No ☐ Unknown

Comments: N/A

b. ASBESTOS - **Current or previously existing:**

As insulation on the heating system pipes or ducts? ☐ Yes ☑ No ☐ Unknown

In the siding? ☐ Yes ☑ No ☐ Unknown In the roofing shingles? ☐ Yes ☑ No ☐ Unknown

In flooring tiles? ☐ Yes ☑ No ☐ Unknown Other N/A ☐ Yes ☑ No ☐ Unknown

If YES, Source of information: N/A

Comments: N/A

c. RADON/AIR - **Current or previously existing:**

Has the property been tested? ☐ Yes ☐ No ☑ Unknown

If YES: Date: N/A By: N/A

Results: N/A If applicable, what remedial steps were taken? N/A

Has the property been tested since remedial steps? ☐ Yes ☑ No

Are test results available? ☐ Yes ☑ No

Comments: An active radon mitigation system is installed. We have never tested or received any prior test results.

SELLER(S) INITIALS LED 11/23/26 2:42 PM MST / DW 11/23/26 6:55 AM MST **BUYER(S) INITIALS** ____ / ____

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PROPERTY DISCLOSURE - RESIDENTIAL ONLY

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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 228 Cushing Road, Newmarket, NH 03857

d. RADON/WATER - **Current or previously existing:**
Has the property been tested? ☐ Yes ☐ No ☑ Unknown
If YES: Date: N/A By: N/A
Results: N/A If applicable, what remedial steps were taken? N/A
Has the property been tested since remedial steps? ☐ Yes ☑ No
Are test results available? ☐ Yes ☑ No Comments:

e. LEAD-BASED PAINT - **Current or previously existing:**
Are you aware of lead-based paint on this property? ☐ Yes ☑ No
If YES: Source of information:
Are you aware of any cracking, peeling, or flaking lead-based paint? ☐ Yes ☑ No
Comments:

f. Are you aware of any other hazardous materials? ☐ Yes ☑ No
If YES: Source of information:
Comments:

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?
☑ Yes ☐ No ☐ Unknown If YES, Explain: Association rules and regulations
What is your source of information? Condo and Community Association documents

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?
☑ Yes ☐ No ☐ Unknown If YES, Explain: See Condo Rider Disclosure
What is your source of information? Condo and Community Association documents

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?
☐ Yes ☑ No If YES, Explain:

d. Are you aware of any problems with other buildings on the property?
☐ Yes ☑ No If YES, Explain:

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?
☐ Yes ☑ No ☐ Unknown If YES, Explain:

f. Is this property located in a Federally Designated Flood Hazard Zone?
☐ Yes ☑ No ☐ Unknown Comments:

g. Has the property been surveyed?
☑ Yes ☐ No ☐ Unknown If YES, By: Doucet Survey, Newmarket NH
If YES, is survey available? ☑ Yes ☐ No ☐ Unknown

h. How is the property zoned? Residential

i. **Heating System** Age: 2023/2000 Type: Bosch Heat Pump* Fuel: Prop. & Elec Tank Location: See 8.A - common land
Owner of Tank: DF Richard Energy. Buyer will need to call DF Richard to setup new account prior to closing.
Annual Fuel Consumption: 2025: $1258.15 Price: 2025: $2.19/gallon Gallons: 2025: 574.5
Date system was last serviced and by whom? Boiler: Strogen, April 2023 service & some new parts. Note: anti-freeze in boiler.
Secondary Heat Systems: 2000 Teledyne Laars Mini-Therm JVI boiler - Aquecoil hydronic heating unit installed on attic air handler
Comments: *BOVA-60HDN1-M20G Condenser w/ BVA-48WN1-M20 Air Handler/Evap Coil. Exposed bsmt hot water pipes insulated.

j. **Roof** Age: 2023 Type of Roof Covering: Architectural asphalt
Moisture or leakage: None.
Comments: Roof and exterior structure of the building is maintained by Association - see documents.

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PROPERTY DISCLOSURE - RESIDENTIAL ONLY

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NEW HAMPSHIRE REALTORS® EQUAL HOUSING OPPORTUNITY

TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 228 Cushing Road, Newmarket, NH 03857

k. Foundation/Basement ☑ Full ☐ Partial ☐ Other: _____ ☐ Type: Walk-up to exterior from Rec Room
Moisture or leakage: None. Original foundation settlement crack professionally repaired and water-proofed by the association.
Comments: Hobby area with utility sink and built-in cabinetry

l. Chimney(s) How Many? 1 Lined? steel vent pipe Last Cleaned: N/A - gas fireplace Problems? none
Comments: _____

m. Plumbing Type: Copper and PVC Age: Mixed - complete bath remodel in 2022
Comments: Exposed hot water pipes in basement are insulated.

n. Domestic Hot Water Age: 2023 - See 10.b Type: Hybrid Heat Pump Gallons: 65 gallons

o. Electrical System # of Amps 200 ☑ Circuit Breakers ☐ Fuses
Comments: Average 2025 electric bill: $256/month (1071 kW/month) for all electric usage (general, heat, hot water)
Solar Panels: ☐ Leased ☐ Owned If leased, explain terms of agreement: _____
Comments: _____

p. Modifications: Are you aware of any modifications or repairs made without the necessary permits? ☐ Yes ☑ No
If Yes, please explain: _____

q. Pest Infestation: Are you aware of any past or present pest infestations? ☐ Yes ☑ No Type: _____
Comments: _____

r. Methamphetamine Production Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) ☐ Yes ☑ No If YES, please explain: _____

s. Air Conditioning Type: Heat Pump Age: 2023 Date Last Serviced and by whom: _____
Comments: No air conditioning in lower level.

t. Pool Age: _____ Heated: ☐ Yes ☐ No Type: _____ Last Date of Service: _____
By Whom: _____

u. Generator Portable: ☑ Yes ☐ No Whole House: ☐ Yes ☐ No Kw/Size: 7.5* Last Date of Service: _____
If Portable: ☑ Included ☐ Negotiable
Comments: *7.5kW constant; 9.5kW peak. Connects to Reliance ProTran 10 Circuit manual transfer switch

v. Internet Type Currently Used at Property: Comcast. Fidium is also available at Moody Point.

w. Other (e.g. Alarm System, Irrigation System, etc.) WIFI thermostats
Comments: All smoke & CO detectors updated.

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

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BUYER(S) INITIALS _____ / _____

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PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form

TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 228 Cushing Road, Newmarket, NH 03857

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?
☐ Yes ☑ No

b. ADDITIONAL COMMENTS:

Town of Newmarket provides water and processes sewage for the Moody Point development. The Community Association (MPCA) owns and maintains the water distribution and sewage collection lines within the development along with the sewer pump house. MPCA annual fee includes costs for operation, maintenance and replacement of the water and sewer system within the development. The Town of Newmarket meters each home and issues a quarterly bill for water and sewer plus $170 betterment assessment for extending the public water to Moody Point.

Updated kitchen including additional cabinetry, decorative backsplash. LG undercabinet microwave, Bosch dishwasher, Samsung french-door refrigeration are about 7 years old; Frigidaire Gallery 5-burner induction range installed in October 2025.

Complete renovation of the Ensuite Primary including, redesign and remodel of bathroom featuring abundant natural light and a spacious custom tiled shower and dual sink vanity with quartz top and decorative tile backwall and spacious walk-thru closet with customized organizers and natural light.

Flooring - Main and Upper Levels: hardwood and tile. Lower Level: LVP and linoleum bath.

Mechanicals - energy-efficient heat pump heating/cooling system including heat coiler for boiler backup heating and Rheem Proterra Performance Platinum XE65T10HS45U0 Electric Hybrid Heat Pump Water Heater.

Stack Samsung washer & dryer included.

The unit features a spacious front porch and large patio.

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE *KNOWN* INFORMATION TO BUYER(S).

Lucille E Danzilio (dotloop verified 11/23/26 2:42 PM MST JC2R-LDQA-OF7B-FNNM)	SELLER DATE	David Danzilio (dotloop verified 11/23/26 6:55 AM MST AC6R-94XB-2S43-RYKB)	SELLER DATE

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	BUYER DATE		BUYER DATE

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BUYER(S) INITIALS _____ / _____

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PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form

REALTOR® EQUAL HOUSING OPPORTUNITY

In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: David Danzilio and Lucille E. Danzilio
228 Cushing Road, Newmarket, NH 03857
2. Association Name (if applicable): The Ridge at Moody Point Condominium Association and The Moody Point Community Association
3. Property Manager/Agent: Greenstone Property Management / Ryan Griffin Phone: rgriffin@greenstonenow.com
4. GENERAL AND LEGAL
   - **a.** Are there any Association or Corporation approvals required for transfer of Ownership? ☐ Yes ☑ No ☐ Unknown
   - **b.** Is there a time share operation existing at Property? ☐ Yes ☑ No ☐ Unknown
   - **c.** Is there a vacation rental operation or other organized rental program at Property? ☐ Yes ☑ No ☐ Unknown
   - **d.** Are you aware of any rental, use or age restrictions? ☑ Yes ☐ No ☐ Unknown
   - **e.** Number of allocated parking spaces available for this unit: exclusive use of the driveway
   - **f.** Are you aware of any pending or existing litigation? ☐ Yes ☑ No If Yes, please explain:
   - **g.** Are the minutes of the Condominium Association annual meeting available? ☑ Yes ☐ No ☐ Unknown
   - **h.** Are there any pet policies? Restrictions: ☑ Yes ☐ No Dogs/Cats Allowed: ☑ Yes ☐ No
5. MASTER INSURANCE POLICY
   - a. Name of Company: HUB International New England LLC
   - b. Name of Agent: Lisa Lennard Phone: 978-661-6830
6. FINANCIAL
   - **a.** Monthly maintenance fee(s): $750.00
   - **b.** What do the monthly fees include?

☐ Air Conditioning	☐ Hot Water	☐ Road Maintenance
☐ Cable TV Signal	☑ Landscaping	☐ Sewer
☐ Electricity	☐ Lot Rent	☑ Snow Removal
☐ Garage/Parking	☐ Real Property Tax	☐ Trash Removal
☐ Gas	☐ Recreation/Community Association Dues	☐ Water
☑ Other: See Ridge Assn. Budget		

   - **c.** Are there any additional fees? If so, please specify: MPCA Annual Assessment: $1,800 (FY 2026) - See budget for items covered.
   - **d.** Are you aware of any special assessments or loans in effect at this time? ☐ Yes ☑ No
     If Yes, explain:

Additional Comments: Buyer is assessed a sum equal to two (2) months of condominium fees as a contribution to The Ridge Association capital reserve account at closing.

7. **ACKNOWLEDGEMENTS:**
SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

David Danzilio (dotloop verified 11/23/26 6:56 AM MST YXNR-EMD0-UQXB-YMAT)		Lucille E Danzilio (dotloop verified 11/24/26 5:02 PM MST ELKE-ZN4Z-ROX1-MXWK)	
SELLER	DATE	SELLER	DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

BUYER	DATE	BUYER	DATE

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228 CUSHING RD

Location	228 CUSHING RD	**Mblu**	R2/ 36/ 7/ 5/A
Acct#	003192	**Owner**	DANZILIO DAVID
Total Market Va...	$787,900	**Appraisal**	$787,900
PID	100029	**Building Count**	1

Current Value

Appraisal			
Valuation Year	**Improvements**	**Land**	**Total**
2024	$787,900	$0	$787,900
Assessment			
Valuation Year	**Improvements**	**Land**	**Total**
2024	$787,900	$0	$787,900

Owner of Record

Owner	DANZILIO DAVID	Sale Price	$415,700
Co-Owner	DANZILIO LUCILLE E	Certificate	
Address	12101 EAGLE ROCK AV NE ALBUQUERQUE , NM 87122	Book & Page	5996/0098
		Sale Date	04/30/2019
		Instrument	00

Ownership History

Ownership History					
Owner	**Sale Price**	**Certificate**	**Book & Page**	**Instrument**	**Sale Date**
DANZILIO DAVID	$415,700		5996/0098	00	04/30/2019
HART WILLIAM R JR	$315,000		5521/0100	00	03/28/2014
ROBLES MELISSA R	$475,000		4721/2115	00	10/17/2006
MURPHY THOMAS JAMES	$430,000		4217/2751	00	01/07/2004
ZAPPER PROPERTIES LLC	$0		3929/2030	1B	01/13/2003

Building Information

Building 1 : Section 1

Year Built:	2000
Living Area:	1,720
Replacement Cost:	$892,781
Building Percent Good:	88

Replacement Cost
Less Depreciation: $785,600

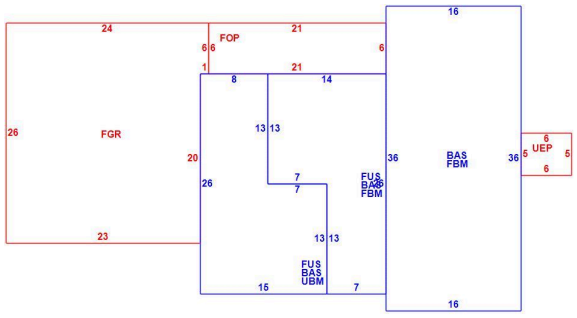
Building Attributes	
Field	**Description**
Style:	Condominium
Model	Res Condo
Stories:	1 Story
Grade	Good
Occupancy	1
Interior Wall 1:	Drywall/Sheet
Interior Wall 2:	
Interior Floor 1	Hardwood
Interior Floor 2	Carpet
Heat Fuel:	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Ttl Bedrms:	2 Bedrooms
Ttl Bathrms:	3 Full
Ttl Half Bths:	1
Xtra Fixtres	2
Total Rooms:	5
Bath Style:	Modern
Kitchen Style:	Average
Grade	Good
Stories:	2
Residential Units:	42
Exterior Wall 1:	Clapboard
Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Cmrcl Units:	0
Res/Com Units:	0
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	H

Building Photo



(/photos/NewmarketNHPhotos///0010/228_10268.jpeg

Building Layout



(ParcelSketch.ashx?pid=100029&bid=3167)

Building Sub-Areas (sq ft)			Legend
Code	**Description**	**Gross Area**	**Living Area**
BAS	First Floor	1,148	1,148
FUS	Upper Story, Finished	572	572
FBM	Basement, Finished	849	0
FGR	Garage, Framed	604	0
FOP	Porch, Open, Finished	126	0
UBM	Basement, Unfinished	299	0
UEP	Porch, Enclosed, Unfinished	30	0
		3,628	1,720

Extra Features

Extra Features				Legend
Code	**Description**	**Size**	**Value**	**Bldg #**
FPL	FIREPLACE	1.00 UNITS	$1,300	1

Land

Land Use

Use Code	1021
Description	CONDO NL MDL-05
Zone	R1
Neighborhood	
Alt Land Appr	No
Category	

Land Line Valuation

Size (Acres)	0
Frontage	
Depth	
Total Market Land	$0
Appraised Value	$0

Outbuildings

Outbuildings						Legend
Code	**Description**	**Sub Code**	**Sub Description**	**Size**	**Value**	**Bldg #**
PAT1	PATIO-AVG			270.00 S.F.	$1,000	1

Valuation History

Appraisal			
Valuation Year	**Improvements**	**Land**	**Total**
2026	$787,900	$0	$787,900
2025	$787,900	$0	$787,900
2024	$770,100	$0	$770,100

Assessment			
Valuation Year	**Improvements**	**Land**	**Total**
2026	$787,900	$0	$787,900
2025	$787,900	$0	$787,900
2024	$770,100	$0	$770,100

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Wednesday, November 18, 2026





LOCATION

Property Address	228 Cushing Rd Newmarket, NH 03857-1735
Subdivision	Moody Point
County	Rockingham County, NH

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	NMAR M:R2 B:36 L:7-5A
Alternate Parcel ID	
Account Number	3192
District/Ward	
2020 Census Trct/Blk	675.02/3
Assessor Roll Year	2025

PROPERTY SUMMARY

Property Type	Residential
Land Use	Condominium Unit Residential
Improvement Type	Condominium Unit Residential
Square Feet	1720

CURRENT OWNER

Name	Danzilio David Danzilio Lucille E
Mailing Address	228 Cushing Rd Newmarket, NH 03857-1735

SCHOOL ZONE INFORMATION

Newmarket Elementary School	2.2 mi
Elementary: Pre K to 5	Distance
Newmarket Senior High School	1.9 mi
Middle-High: 6 to 12	Distance

SALES HISTORY THROUGH 10/30/2026

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
4/25/2019	**$415,733**	Danzilio David & Danzilio Lucille E	Hart William R	Warranty Deed		5996/98 19014539
3/28/2014	$315,000	Hart Jr William R	Robles Melissa R	Warranty Deed		5521/100
10/17/2006	$475,000	Robles Melissa R	Murphy Thomas James & Murphy Kathleen Anne	Warranty Deed		4721/2115

TAX ASSESSMENT

Tax Assessment	2025	Change (%)	2024	Change (%)	2023
Assessed Land					
Assessed Improvements	$787,900.00	$17,800.00 (2.3%)	$770,100.00	$372,500.00 (93.7%)	$397,600.00
Total Assessment	$787,900.00	$17,800.00 (2.3%)	$770,100.00	$372,500.00 (93.7%)	$397,600.00
Exempt Reason					

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2025			$15,301.00
2024			$13,246.00
2023			$11,725.00
2022			$10,731.00
2021			$10,481.00
2020			$10,123.00
2018			$9,439.00
2017			$8,628.00
2016			$8,215.00

2015	$8,057.00

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
03/14/2018	$940,360	Hart William R	Federal Savings Bank	5897/2868 18009007
06/19/2017	$50,000	Hart William R	St Marys Bank	5827/2203 24628
09/28/2016	$261,500	Hart William R	St Marys Bank	5756/1907 000000043411
09/28/2016	$261,500	Hart William R	St Marys Bank	5756/1907 43411
03/28/2014	$252,000	Hart Jr William R	Sage Bank	5521/121
03/28/2014	$252,000	Hart William R	Sage Bank	5521/121
07/06/2007	$25,000	Robles	Usaa Federal Savings Bank	04820/0345
07/06/2007	$25,000	Robles Melissa R	Usaa Federal Savings Bank	4820/345
06/22/2007	$396,000	Robles Melisssa	First Magnus Fncl	4813/2951
06/22/2007	$396,000	Robles	First Magnus Fncl	04813/2951
06/22/2007	$396,000	Robles Melisssa R	First Magnus Fncl	4813/2951

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Condominium Unit Residential	**Condition**	Good	**Units**	
Year Built	2000	**Effective Year**		**Stories**	2
BRs	2	**Baths**	3 F 1 H	**Rooms**	5
Total Sq. Ft.	1,720				

Building Square Feet (Living Space)	**Building Square Feet** (Other)
1st Floor 1148	Basement 1148
	Gross Area 3628
	Basement Unfinished 299

- CONSTRUCTION

Quality		**Roof Framing**	Gable
Shape		**Roof Cover Deck**	Asphalt
Partitions		**Cabinet Millwork**	
Common Wall		**Floor Finish**	
Foundation		**Interior Finish**	
Floor System		**Air Conditioning**	Yes
Exterior Wall	Wood Siding	**Heat Type**	Forced Air Unit
Structural Framing		**Bathroom Tile**	
Fireplace	Y	**Plumbing Fixtures**	

- OTHER

Occupancy		**Building Data Source**	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Utility Bldg			
Garage			
Patio			

PROPERTY CHARACTERISTICS: LOT

Land Use	Condominium Unit Residential	**Lot Dimensions**	
Block/Lot	36/7-5A	**Lot Square Feet**	43,560
Latitude/Longitude	43.070451°/-70.908678°	**Acreage**	1

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	

Water Source		**District Trend**	
Sewer Source		**Special School District 1**	Newmarket
Zoning Code	R1	**Special School District 2**	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Moody Point	**Plat Book/Page**	
Block/Lot	36/7-5A	**District/Ward**	
Description			

POWER PRODUCTION

No power production information was found for this parcel.

INTERNET ACCESS

courtesy of Fiberhomes.com

Provider	Type	Confirmed	Advertised Top Download Speed	Advertised Top Upload Speed
Fidium Fiber	FIBER	No	2000 Mbps	
Xfinity	CABLE	No	2000 Mbps	
Starlink	MOBILE WIRELESS	No	280 Mbps	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	33015C0235F	01/29/2021

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
5079540	For Sale	05/29/2026	03/16/2026	$750,000			Valerie Shelton	Appledore Real Estate		
5077863	For Sale	03/02/2026	03/02/2026	$750,000						
4679763	Cancelled	07/26/2018	03/07/2018	$487,500						
4666977	Cancelled	03/07/2018	11/06/2017	$474,900						
4662497	Cancelled	03/07/2018	10/05/2017	$474,900						
4332151	Sold	03/28/2014	01/15/2014	$315,000	03/28/2014	$315,000				
4235491	Expired	11/02/2013	05/07/2013	$379,900						
4235501	Expired	11/02/2013	05/07/2013	$379,900						
4166243	Rented		06/16/2012	$2,500		$2,500				
4115776	Expired	05/29/2012	12/10/2011	$439,900						
4089966	Expired	05/29/2012	08/30/2011	$439,900						
201085	Expired	05/09/2006	04/28/2005	$459,900						
168426	Expired	10/06/2008	09/07/2004	$459,900						
773741	Expired	10/06/2008	08/15/2000	$339,900						
770236	Sold	10/06/2008	07/20/2000	$449,900	01/05/2004	$429,900				

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Information Deemed Reliable But Not Guaranteed.

Map R2

TAX PARCELS MAP

NEWMARKET

NEW HAMPSHIRE

N

Legend

- Parcels
- Adjacent Map Sheets
- Rivers and Streams
- Lakes and Ponds
- Roads
- Right-of-Way

Prepared by the

Strafford Regional Planning Commission

150 Wakefield St. Suite 12 Rochester, NH 03867

Phone: (603) 994-3500

Email: srpc@strafford.org

Date: 12/17/2021

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. IT IS NOT INTENDED FOR LEGAL DESCRIPTION OR CONVEYANCE.

These tax maps dated November 10, 2021 were updated with data through April 1, 2021.

Base data layers from ESRI, NH GRANIT, and the Town of Newmarket. These agencies and organizations have derived this data using a variety of cited source materials, at different time frames, through different methodologies, with varying levels of accuracy. As such, errors are often inherent in GIS data and should be used for planning purposes only. Please visit the original location of the data, contact the original host source, or contact SRPC for information on the full data set.

TOWN OF NEWMARKET, NH EST. DEC. 15, 1727

2021

E # 19014539 04/30/2019 09:36:15 AM
Book 5996 Page 98 Page 1 of 2
Register of Deeds, Rockingham County

LCHIP	ROA445275	25.00
TRANSFER TAX	RO087463	6,236.00
RECORDING		14.00
SURCHARGE		2.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, **William R. Hart, Jr.**, a single person, with an address of 12 Lydia Lane, Newington, NH 03801, for consideration paid, grant to **David Danzilio and Lucille E. Danzilio**, husband and wife, with an address of 228 Cushing Road, Newmarket, NH 03857, as Joint Tenants with Rights of Survivorship,

with **WARRANTY COVENANTS**, the following described premises:

A certain condominium unit, being Unit A, Building 5-1, Lot 7 of the Moody Point Condominium, a condominium established pursuant to New Hampshire RSA 356-B, situate on Cushing Road, in the Town of Newmarket, County of Rockingham and State of New Hampshire, as more particularly described in Declaration of Moody Point Condominium, dated October 27, 1988 and recorded in the Rockingham County Registry of Deeds at Book 2766, Page 1124, as amended and as depicted on a plan of land entitled "Revised Final Site Plan, Moody Point", dated April 1987 and recorded in the Rockingham County Registry of Deeds as Plan #D-17107, (Sheet 2 of 3).

Said Unit is laid out as shown on the Site and Floor Plan recorded in the Rockingham County Registry of Deeds together herewith as Plan No. D-28877, to which site and floor plan were attached the verified statement of a registered land surveyor and a licensed professional engineer in the manner required under New Hampshire RSA 356-B, and to which plans reference may be made for a more particular description.

Said Unit is hereby conveyed together with an undivided interest in and to the common areas and facilities and the limited common areas and facilities appurtenant to said Unit, as provided in the Declaration of Condominium, together with the right to use same in common with others entitled thereto.

Said Unit is to be used only for the purposes as may be expressly permitted by the Board of Directors in accordance with the provisions of the Declaration and Bylaws.

Said Unit is acquired with the benefit of, and subject to, the previsions of New Hampshire RSA-356:B relating to Unit Ownership of Real Property as that statute is written as of the date hereto and as it may, in the future, be amended.

Said Unit is acquired with and the benefit of, and subject to Condominium Declaration of Moody Point Condominium II (the Ridge at Moody Point on Great Bay) dated May 9, 1994 and recorded at Book 3054, Page 0098 and any amendments thereto.

In addition to the requirements to become a member of the Moody Point Condominium Association, Inc., as provided in the Declaration and By-Laws of Moody Point Condominium, the Grantee herein, by acceptance of this deed, agrees to become and hereby becomes a member of the Moody Point Community Association, Inc. Said Grantee further agrees to be bound and comply with all terms, covenants, conditions and restrictions in the aforementioned Articles of Agreement and By-Laws of said Community Association, which is a New Hampshire voluntary corporation formed under the provisions of New Hampshire RSA 292 for the purpose of holding, maintaining, improving and governing the use by all of the members of the Associations, of the land conveyed to it by The Moody's Point Company (being lots 4 and 11) by deed recorded in said Registry at Book 2700, Page 0367. Said Land has not been dedicated to the Condominium form of ownership, and membership in the Community Association is separate and distance from membership in the Moody Point Condominium Association, Inc. Reference is made to a vote of said Community Association amending the Articles of Agreement and By-Laws recorded in Said Registry at Book 2700, Page 1856.

Meaning and intending to describe and convey the same premises conveyed to William R. Hart, Jr. by Warranty Deed of Melissa R. Robles, dated March 28, 2014 and recorded in the Rockingham County Registry of Deeds at Book 5521, Page 0100.

Witness my hand this 25th day of April, 2019.

Witness

William R. Hart, Jr.

STATE OF NEW HAMPSHIRE
COUNTY OF: Rockingham

On the 25th day of April, 2019, before me, personally appeared, **William R. Hart, Jr.**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

LISA M. DRABIK
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- MY COMMISSION EXPIRES APRIL 19, 2022 -

Notary Public
My commission expires: 4/19/22

Rules and Regulations Handbook

Approved August 11, 2026

Effective August 13, 2026

The Ridge at Moody Point Condominiums Rules & Regulations

Effective: August 13, 2026

Purpose: Per The Bylaws of The Ridge at Moody Point Condominiums, the making and amending of Rules and Regulations provides detail concerning the operation, use and enjoyment of the property for the health, safety, and welfare of the Owners and occupants.

The following are the Rules and Regulations for The Ridge at Moody Point Condominiums, as amended and adopted by The Ridge Board of Directors (Board) on August 11, 2026. They supersede previous editions.

These Rules and Regulations are subject to interpretation and modification by the Board at any time. Please note the Unit Owners and Residents are responsible for knowing and complying with them.

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A. Unit Owners: Maintenance and Replacement Responsibilities

Definition: "Unit" means a part of the Condominium intended for independent ownership, within boundaries defined in Article II of the Declaration and as noted on the Site/Floor plans filed with the Registry of Deeds. (Basically, this means that you own the interior of your Unit only.)

Unit Owners/Residents shall keep the interiors of their Unit and all of its equipment in good condition. No alterations may be made to the structural integrity of the Unit without the permission of the Board. Owners are responsible for repairing any damage to their Units, to other Units, and to the Common and Limited Common Areas resulting from their negligence, misuse, or neglect, or from their failure to inspect, clean, properly maintain or make repairs in areas for which they are responsible.

1. Exterior Painting

It is the responsibility of the Ridge Association to paint the Ridge buildings. The Property Summary Sheet outlines the painting schedule and paint colors for the Ridge Units. The Property Summary Sheet is maintained by the Board and is available on the website, under Ridge documents.

In addition to the building, the painting of the Unit includes the following items:

- Lamp posts.
- Gutters.
- Front entrance risers, posts, railings, post caps (metal cap optional), handrails.
- Treated wood deck boards, deck skirts, post caps (metal cap optional), and wood railings.
- If applicable, any special structures, screen porches, sunrooms, lattice screens.

All the above will be painted the same color, except for porch floorboards and front stair treads, which will be painted with a complementary solid exterior deck stain. Mahogany flooring boards can be painted with a non-solid exterior deck stain.

Front doors are also painted, and Owners may choose their front door color.

If needed, the garage door(s) can be painted the same as the building color or a color within or matching the chosen scheme.

Between scheduled paintings, if an Owner wants to paint/stain their front porch, they may do this at their expense with the appropriate palette as determined by the Board.

Any repairs and repainting of doors due to mishaps involving the residents and/or their visitors are at the expense of the Unit Owner.

If an external modification requires any painting (e.g., mini-split cover, radon tubing, air handler cover, etc.) the Board will contract with the painters and can assess the cost of painting back to the Unit Owner.

2. Gutters and Downspouts

The Association schedules annual gutter cleaning and is responsible for the safety-related maintenance of original gutters and downspouts.

Owners are responsible for any changes to existing gutters or for the installation of additional gutters, unless the Board determines that the work is required to protect the structural integrity of the building. In that case, the responsibility belongs to the Association.

3. Exterior/Interior Signage

No signs, posters, advertisements, or similar items may be placed in the Common Area, on the exterior of any building or inside a Unit if they are visible from outside, unless the Board has given specific authorization.

Real estate "For Sale" signs are allowed. Contractor signage is permitted for up to two weeks during renovations.

4. Satellite Dishes, Antennas, Cable TV, and Internet

Satellite dishes and antennas are permitted only to the extent required by applicable federal law, including the Over-the-Air Reception Devices (OTARD) rules. All satellite dishes and antennas are subject to prior written approval by the Board as to placement, appearance, and installation methods. No dish or antenna may be installed on roofs, which are in the Common Area, without Board approval. Both must be removed and any damage to the roof must be repaired by the Association and paid by the current Owner prior to the sale of a Unit.

5. Generators

Both portable and permanently installed generators are permitted on The Ridge with prior approval from The Board (see Application in Appendix C). The Unit Owner is responsible for all costs and liabilities associated with installing, operating, maintaining, storing, and removing any generator associated with the Unit. The Association, Board, and Property Manager take no responsibility for risks or accidents from Unit Owners' installation, use, maintenance, or storage of generators.

With the use of generators comes the potential risk of deadly carbon monoxide poisoning, fire and/or electrical shock. Generators cannot be treated as just another household appliance because of the potentially fatal consequences of their use. Generators are a significant source of noise pollution and must be regulated to minimize impact on the rest of The Ridge residents.
To minimize potential noise impact on The Ridge, the Board requires (as of August 2026) Unit Owners purchase generators with a manufacturer's decibel level of 80 decibels or lower.

Generators may be used only during power outages. Existing generators which operate at a manufacturer's decibel level below 80 dB may operate 24 hours per day. To reduce noise and annoyance to neighbors, generators which operate at a decibel level higher than 80 dB may only be used between the hours of 5am and 11pm.

Permanently installed generators are permitted to run standard, short operational tests for no more than 20 minutes per week when there is no power outage. So that the noise of the test is minimally invasive to other Unit Owners, all testing must be scheduled between 11 AM and 12 noon on Tuesdays.

Portable generators shall not be used within the interior of the Unit, including any garage, and cannot be placed any closer than 10 feet from any structure, inclusive of any deck or porch. Since potentially deadly exhaust fumes can enter a Unit through any opening, in turn resulting in severe injury or death to unsuspecting occupants, the generator's exhaust must be faced away from the building. Portable generators must be stored in a garage or otherwise out of sight when not in active use.

6. Spare Keys/Emergencies

If there is an emergency in your Unit (e.g., fire, flood, water leak, or gas leak) and a need for emergency personnel to enter your Unit, one or more other individuals need to have access to your Unit. Accordingly, make at least one duplicate entry key available and make its location known to Newmarket Police/Fire/EMT personnel by completing the Newmarket Police Information Form (Appendix B) and filing it with the Newmarket Police Department, 70 Exeter Street. Confidentiality and privacy are assured; the information will be accessed only when there is a verified emergency.

Examples of potential locations for your emergency key are:

- Leave one or more keys with neighbors.
- Hide a key in a concealed location and inform neighbors of where it is located.
- Use a key safe, such as a KnoxBox (available from www.knoxbox.com.), a GE Access Point (http://pdf.archiexpo.com/pdf/ge-interlogix-video-surveillance/accesspoint-keysafe/11132-12100.html), or a similar product, and register it with the Newmarket Police Department. A key safe provides emergency personnel speedy and nondestructive access to your home in case you are not at home or unable to come to the door.

No matter which option you choose, you should make sure the Newmarket Police know where your key is and notify them when you will be away for an extended period.
Regardless of whether you are home or away, immediate access to your Unit is critical in emergency situations. Taking one or more of the preceding steps provides peace of mind for both you and your neighbors.

7. When You Are Away

Based on discussion with HVAC personnel, the Ridge Board recommends that you shut the water off when you are going to be away for three or more days. Shutting your water off is done where the main water line enters your foundation. This action dramatically reduces water damage due to a corroded burst pipe any time of year or a frozen pipe during the winter. If water is turned off, any ice makers (e.g., free-standing or in refrigerators) should also be turned off.

Owners should consult their service provider for guidance on the appropriate settings and maintenance for their Unit's heating, cooling, and water heater systems while they are away.

If you are away for more than a few days, have someone periodically check your home. If the power goes out while you are away, this person should check your home every 1-2 days.

8. General Safety Concerns

- Carbon monoxide (CO) and gas detectors should be mounted at each level of the house and at about bed level, if possible. Place them near or in bedrooms, or near (but not next to) the boiler/water heater or other gas-fired appliances. Keep in mind that while CO is lighter than air (and will rise), propane gas is heavier and will settle to the floor.
- The Association is responsible for scheduling the annual inspections/cleanings of clothes dryer exhausts and for any external repairs or problems with the vent pipe/outlets. The Unit Owners are responsible for the cost of the annual inspection, for ensuring the vent pipe and external grill are clog-free, and any cleaning, maintenance and/or internal repairs.
- Consider installing a water detector near the hot water storage tank to alert you if there is a failure that results in flooding.
- Ensure that outside water spigots are frost-free. Also ensure that exposed pipes (particularly in the basement and attic) are fully insulated.
- Consider swapping out the plastic hoses that come with a clothes washer and replace them with metal hoses, which never break or tear.
- Make sure that the water shut off valve for the washer is functional.
- Never run a dishwasher, clothes washer, or dryer when away from your Unit. This helps reduce chance of fires or water damage, should no one be there to quickly address an emergency.
- Replace any corrugated dryer vent ducting with solid metal ducting.
- Have appropriate fire extinguishers in the home and learn how to use them; remember that fires can happen and spread very quickly.

9. Heating and Cooling Systems

a. System Maintenance

- Have a licensed heating/cooling contractor perform an inspection of your systems including your water heater, expansion tank (especially possible rust near the seams), heat exchanger, burning chamber, burners, nozzles, exhaust, piping, valves, solenoid relays, electrical and mechanical connections, condensate drain pan, lubrication of moving parts, thermostats, and proper adjustment and operation of all systems and controls. All components should be clean and free of any obstructions. Follow guidance of your HVAC professional as to frequency of inspections.
- For any cooling system, ensure that the evaporator and condenser are cleaned, refrigerant levels are checked, and, as necessary, blower components are cleaned and adjusted.
- Check and replace any air filters regularly.

b. Freeze Protection

Unit Owners are responsible for protecting against interior freezing. It is recommended to set thermostats at no lower than 50 degrees Fahrenheit.

Water piping from your furnace to the air handler unit in the uninsulated attic space in most Units is vulnerable to freezing when there's a power or furnace failure. Possible actions to prevent freezing may include:

- Have antifreeze professionally installed in the water line. Although antifreeze is corrosive, it does contain a corrosion inhibitor. However, the inhibitor breaks down over time, so you must replace the antifreeze periodically. Have a professional monitor the antifreeze line regularly for pH, specific gravity, inhibitor level, color (red means replace) and biological contamination. Inspect pipes, valves and connections for any external indications of corrosion, typically reflected in a greenish-blue build-up.
- Insulate all exposed pipes in the attic area. Inexpensive, thick foam sleeves can be easily fitted over the pipes and connections and taped in place. This will reduce the risk of freezing and provide the added benefit of reducing heat loss when the heating system is in use.

10. Built-in Indoor Fireplaces

Inspections of gas fireplace/stove (devices) shall be performed by the Association every other year and every year for wood burning fireplaces. The cost will be charged to the Owner on a device basis. The Association is responsible for the chase (if any) and chase cover (waterproof top of chase). The Unit Owner is responsible for the flue, flue cap, and device. The Unit Owner is solely responsible for all flue and device repair (including water damage from any cause), maintenance, and cleaning.

If a fireplace fails inspection, the Owner is notified and not permitted to use the fireplace until required repairs/changes are completed.

11. Power Outages

Report power outages and downed power lines to Eversource customer service either by phone (800-592-2000) or online at https://www.eversource.com/psnh/customer/Outage/OutageLogin.aspx.

12. Outdoor Lampposts

It is the responsibility of Unit Owners to replace the bulbs in all outdoor fixtures. The light at night is for your safety, helps you and others find and navigate driveways and walkways, and enables people to see your Unit address number. Emergency responders rely on these benefits when responding to emergencies.

If the lamp bulb is burned out, replace it with an *800 lumens LED Soft White light.* Besides their substantial energy savings, these bulbs typically last longer than traditional light bulbs. If you replace a bulb and it fails to light, submit a maintenance request to the Property Manager.

13. Unit Interior Construction Activities

During any construction activity inside a Unit (e.g., for modification and/or upgrades), the location(s) of any needed outside dumpsters and/or portable toilets must be approved by the Property Manager prior to delivery of these dumpsters/toilets. Dumpsters cannot be placed on the grass.

Each Owner, prior to commencement of construction of any improvements to a Unit, shall, for insurance purposes, notify the Board of all proposed improvements in excess of $15,000.

14. Rental/Lease of Unit

If an Owner rents/leases the Unit to one or more other individuals, the Owner must notify the Property Manager and Board in writing within thirty (30) days of the renters'/lessees' occupancy.

No Unit may be rented or leased for less than one (1) year.

The renters'/lessees' contact information, including names, phone numbers, email addresses, and car make(s) and model(s) must be provided to the Association's Property Manager within thirty (30) days of the signing of a lease or rental contract.

The Unit Owner is responsible for all Association fees.

The Ridge Declaration, Bylaws, and Rules & Regulations are applicable to renters/lessees as well as Unit Owners. The Unit Owner must provide renters/lessees with copies of these governing documents, including those of the Moody Point Community Association.

15. Pets

In accordance with the Newmarket Ordinance, Unit Owners, renters, lessees and visitors with pets must promptly remove and properly dispose of pet waste. Pets must be leashed whenever they are outdoors. Outdoor tethering is prohibited.

Pet owners are responsible for damage or harm caused by their pets to people, property, and/or Limited Common and Common Areas. Accordingly, pet owners may be billed for the cost of repairs to structures or grounds. Pet owners shall indemnify and hold harmless the Association, its Board, officers, agents, and members from any claims, damages, or costs arising from their pets. Owners are encouraged to carry additional liability insurance.

Pets must not cause noise that is disruptive to neighbors. If the Board determines, in its sole discretion, that a pet has become a nuisance or presents a safety concern, the Board may require permanent removal of the animal from the property. Any such determination may be appealed to the Association at the next duly scheduled Association meeting.

B. Limited Common Area

Definition: "Limited Common Area" refers to that portion of the Common Area which is designated for one Unit as noted on the Site/Floor Plan of Property filed with the Registry of Deeds. This includes the garage associated with a Unit, the two parking spaces situated directly in front of a Unit's garage, and the deck assigned to the Unit. This also includes shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and any other appurtenances designed to serve a single Unit but located outside of the Unit. Limited Common Area, as defined in the Ridge Declaration, is part of the Common Area.

Owners shall keep these areas neat, clean, and uncluttered. The Board is responsible for the safety and non-routine maintenance of all Common Areas, which includes the Limited Common Area. In most cases, costs associated with the repair and non-routine maintenance for safety and health reasons belong to the Association. Most other repairs, maintenance, and replacement costs can be assessed to the Owner(s). Our condominium documents give the Board discretion to assign such costs to either the effected Unit Owner(s) or the Association. In general, when Limited Common Areas are being repaired, replaced, or maintained on an Association-wide basis, the expenses involved will be borne by the Association.

As a general rule, all work to be done on Limited Common Area is to be undertaken and completed by the Board of Directors.

If an Owner wishes to use their own contractor for work to be done on Limited Common Area, such as dry scaping or repairing/replacing a deck or patio, the Owner must first submit plans for same to the Board of Directors. (See Exterior Unit Modification Agreement (EUMA) – Appendix D)

The Board of Directors may hire the chosen contractor directly and assess all such costs to the Owner or it may, in its discretion, allow the Owner to hire the contractor upon the satisfaction of conditions the Board may place on the approval. (See EUMA – Appendix D)

Owners may not enlarge their Limited Common Area without the approval of Ridge Owners. This is in accordance with NH Condo law RSA 356-B:19.

Should damage of any type in a Limited Common Area occur because of a Unit Owner's negligence, the Unit Owner will be responsible for all repairs of the damaged area. This includes internal or external water damage to the building.

1. Garage

The Owner is responsible for upkeep, repairs, and replacement of their garage doors. Owners are encouraged to periodically clean their doors to remove salt residue and keep mildew from forming. Garage doors will be painted at the time the Unit is painted, if needed, and if the factory color does not complement the home color. If the garage door needs replacing, please consult the Board about the color choice of your Unit.

2. Parking

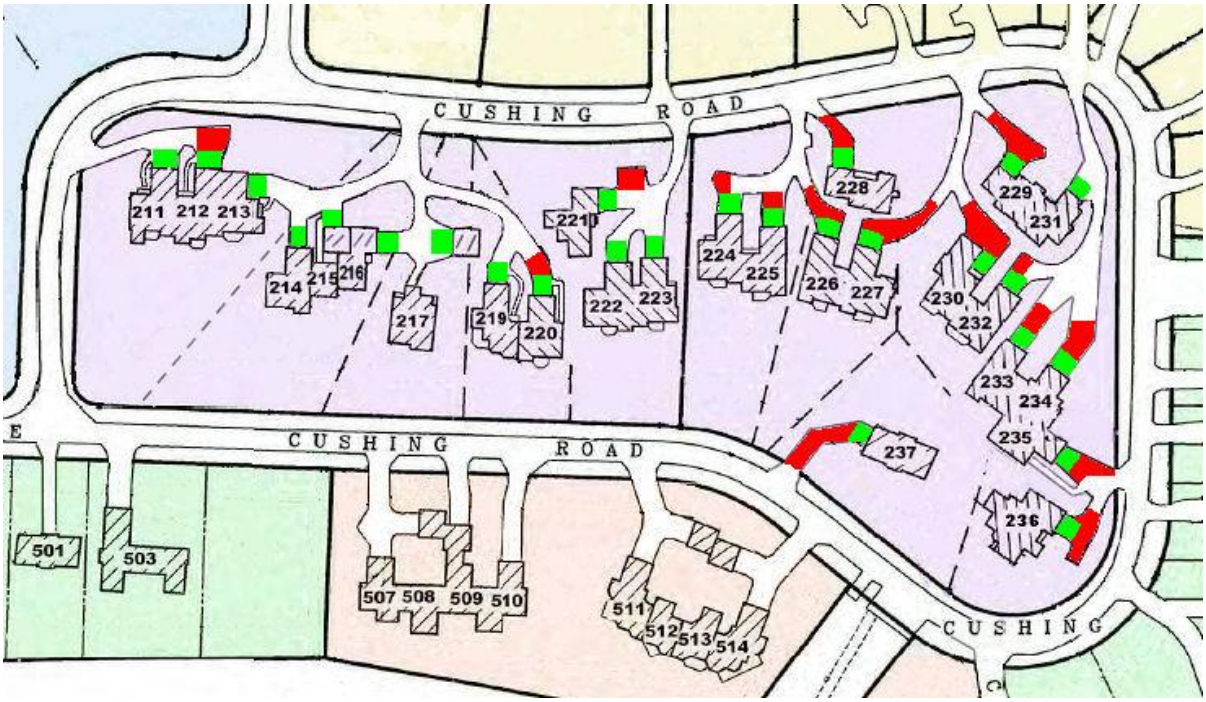

Figure 1. Representational map of Limited Common Areas (green) and Common Areas (red), which may be used for temporary additional parking.

Figure 1 depicts acceptable parking areas on the Ridge. Resident parking is restricted to the two garage bays and the two spaces directly in front of the garage bays associated with each Unit. The outside areas (represented in green in Figure 1) are considered "Limited Common Area" for the Unit Owner's exclusive use.

Temporary additional parking may be permitted on the Common Area immediately in front of the Owner's Limited Common Area, if, at the discretion of the Board, it does not either (a) impede the passage of other vehicles or (b) infringe upon the access or use of that common property by neighboring Units. (Figure 1 illustrates in red) the approximate areas that may be considered for temporary additional parking. Any overnight use of the areas shown in red requires the consent of all neighbors who share this access way.

Only currently registered, inspected, and operable vehicles may be parked in an Owner's Limited Common Area on the property immediately outside of garages, unless otherwise approved by the Board. Unregistered, uninspected, inoperable, or abandoned vehicles may be removed (e.g., by towing) at the Owner's expense, consistent with these Rules and applicable laws. No vehicle repairs or maintenance of any kind may be performed on the property except when fully contained within a garage.

Parking spaces in an Owner's Limited Common Area may not be rented, leased, or assigned to non-residents.

First violation of this rule shall be a written warning. If the vehicle(s) is not moved within 24 hours, a $100 fine shall be imposed. If 48 hours after the warning, the vehicle(s) is still in

violation, the offending vehicle shall be towed at the Owner's expense.

Parking spaces near Lot 4 (by the mailboxes and dirt road to the dock area) are controlled by the MPCA and can be used for short-term parking for special gatherings only. (Contact the MPCA Property Manager for approval.)

Long-term parking for cars, trailers, recreational vehicles, and other vehicles is available in the MPCA dumpster area on Cushing Road. All such vehicles must be registered with the MPCA. (Contact the MPCA Property Manager for details.)

3. Decks

Routine deck care and maintenance, including snow removal, is the responsibility of the Unit Owner. Clearing your deck is strongly recommended. If your deck should fail due to overloading it, the Association will repair it and bill the Unit Owner for all associated costs. The designed maximum load of Ridge decks is about 40 pounds per square foot. This maximum includes any people, furniture, or equipment that might be on it, as well as fallen snow. The wetter the snow, the heavier it is. A foot of wet snow can weigh more than 20 pounds per square foot.

If an Owner desires to upgrade their deck, a External Unit Modification Application (EUMA) form must be completed and approved by the Board prior to the start of any construction.

4. Awnings

Awnings located at the rear of the Units are permitted, provided they are installed after the Owner receives written approval from the Board after submission of an Exterior Unit Modification Agreement. Awnings must be consistent in appearance with that of the larger community and be maintained by the Owner so as not to look worn or frayed.

5. Rain Barrels

Owners may obtain a rain barrel similar in color to the Unit where it will be used and locate it in an unobtrusive place next to an exterior wall of their Unit. It must be attached to a drain spout to collect rainwater and must be securely covered to prevent mosquitoes or other insects from collecting on the surface. If elevated, the base stand must complement the barrel. The Unit Owner is solely responsible for the maintenance of the rain barrel. It must be drained and stored out of sight during the winter months (i.e., from November 1 through April 1). In the absence of a rain barrel, the downspout bottom deflector must be replaced.

6. Irrigation

The Association does not maintain any irrigation facilities in the Common Area. Should an Owner wish to install irrigation, it should be limited to a drip style and allowed only in planting and shrub beds, without extending to lawn areas. Care should be taken so the building wood siding does not get wet. Irrigation use shall be limited to times in accordance with Town Water Use Policy and shall be the sole responsibility of the Owner(s), who must correct any damage or water incursion due to irrigation. The Water Committee has asked that irrigation not be turned on after sunset or before sunrise.

C. Common Area

Definition: "Common Area" refers to all that portion of the Condominium other than the Units. It specifically includes, but is not limited to the land, walks, paths, shrubbery, and other plantings and land included and described, except that which is on the Site/Floor Plan of Property at Registry of Deeds. Common Area is inclusive of all Limited Common Area. Basically, everything outside of a Unit's walls is Common Area.

Maintenance of the Common Area: Only the Board, except where written permission of the Board has been obtained by the Unit Owner, shall make improvements, maintenance, and landscaping of the Common Area.

1. Snow Removal on Driveways and Walkways

Depending on conditions, complete snow removal may take a few hours. For many residents, such timing is not a problem. However, some residents may have a need to take their car out at certain hours on particular days. If this situation affects you, please notify the Property Manager or **Lobdell Landscaping (603) 380-8686** about what special needs you may have. Tell them the days and hours that are of concern. Whenever possible, the most critical driveways will be cleared first.

Also, when it snows, please ensure that your vehicles are in the garage so that the snow removal crew can do its job efficiently and safely. If snow markers around your driveway are knocked down, damaged, or missing, please replace them or notify the Property Manager right away. This is especially important for the markers around propane tanks, so that the Fire Department and utility crews can have immediate access.

2. Landscaping

The Board has ultimate responsibility for decisions regarding the planting, replacement, and maintenance of all Common Area landscaping. This helps maintain a consistent condominium-compatible appearance throughout the community, complementing neighboring properties to create a cohesive overall appearance. This helps protect each Owner's investment in their Ridge Property.

Since the Ridge was first built, much has changed. Ridge landscaping has aged, and disease, deer, and climate change have taken their toll on our trees and other plant materials. The costs of materials and labor have created an issue of affordability. The Board is actively working to achieve condominium compatibility with our landscaping, by maximizing the quality, appearance, and uniformity while controlling costs.

Description of condominium-compatible landscaping*:*

- Non-invasive plantings.
- Deer-resistant plantings.
- Low maintenance—that is, plantings that may require only annual or less often trimming.

- Expected full size no taller than 10 feet high; plants do not encroach onto the building, nor do they block the views of other Units.
- Plantings suitable for our growing zone (Zones 6a and 6b).
- Plantings that are attractive and maintain the overall symmetry and beauty of the Association's landscape.
- Ground cover that minimizes weeds, such as mulch, vinca, pachysandra, lamium, or creeping juniper. Mulch should match the type and color used by the Association.
- Noninterference of plantings with landscape maintenance and mowing.

a. The Association's Responsibilities

The Association's responsibilities include the following:

- Contracting with a landscaping company to provide regular lawn mowing and trimming during the growing season and the application of appropriate fertilizers. The landscaping company will collect bags or bins of compostable yard debris on mowing days.
- Spring and fall cleanups, including removing the leaves from all areas of the Ridge.
- Removal, pruning and trimming of trees and shrubs to protect Units from damage, roofs from mold, and Owners from safety hazards. The Board will solicit Owner requests for removal/pruning/trimming prior to this annual responsibility. Decisions on removal/pruning and trimming will be made by the Board, based on the following ranked criteria: an arborist's recommendation, overall safety, health/disease of the tree/shrub, condominium compatibility, and view.
- Mulching on an every-other-year basis of selected areas of Ridge property.
- Planning and execution of a responsible, maintainable, condominium-compatible landscape plan.
- Working with individual Owners to honor their individual landscaping desires/plans while also balancing the Association's overall landscaping responsibilities.
- Supporting the establishment of a Landscape Committee to oversee landscaping activities.

b. Landscape Committee

If established, this committee will assist the Board in meeting its landscaping obligations. The Landscape Committee has an important role in advising the Board on issues such as:

- Developing and executing plans for rehabilitating and/or preserving existing Ridge landscaping.
- Assisting in the planning and replanting of Ridge Common Area landscaping.
- Developing a plant palette for the Ridge.
- Assisting in the review of individual Owners' plans and requests for plantings around their Units.
- If asked, assisting neighbors in need with landscaping support.
- Other landscaping activities that may arise over time.

The Landscape Committee is a volunteer advisory and support group; the Board retains final authority over all landscaping matters. If Ridge residents wish to join the committee, they should express their interest to any member of the Board.

c. Owner Responsibilities and Landscape Options

While understanding that a portion of the Ridge HOA fees support the Association's Landscaping responsibilities listed above, Owners are responsible for keeping the areas in the immediate vicinity of the Units (front, side, back and entryways) neat, weeded, always trimmed, and free from debris. HOA fees do not include individual Unit landscaping maintenance services, except for the Spring and Fall cleanups.

Owners have several options to consider in meeting their own landscaping responsibilities:

(1) Owners may (at their own expense):

- Plant appropriate and condominium-compatible annuals, perennials, or ground cover proximate to their Unit. Deer-resistant plants are recommended. Before adding any new trees or shrubs, Owners must obtain Board approval. Approval may be denied for any reason, including aesthetic considerations. The Owner/Resident is responsible for maintaining these plantings and assuring that the plantings do not interfere with landscape maintenance and mowing.
- Mulch the garden beds around their Unit provided it matches the appearance and type used by the Association, currently brown hemlock mulch. As an alternative to mulch, Owners may use ground cover plants such as vinca, pachysandra, lamium, or creeping juniper. Again, deer-resistant plants are recommended.
- Prune/trim small- to medium-size shrubs (approximately 48" or smaller) proximate to their Units as needed, in addition to the Association's pruning/trimming schedule. No Owner may cut/prune/trim any shrubs or trees for the sole purpose of improving a view. All view decisions are the responsibility of the Board.
- Use rock cover next to foundations. Because rocks can be picked up by mowers, edging is strongly recommended to keep the rocks in place.
- Hire their own landscape company or, if available, may subcontract with the Association's landscape company to maintain the perimeter of their Unit.

(2) Owners may work with the Board to transition existing landscaping around their Unit to condominium compatibility. This may mean the removal of some existing trees, shrubs, and plants and some strategic replanting (including expanded grassy areas). The cost of this transition may be a shared expense between the Owner and the Association, determined on a case-by-case basis. The Owner would still be expected to keep the areas in the immediate vicinity of their Unit (front, side, back and entryways) neat, weeded, always trimmed and free from debris.

(3) With written notice to the Board on an annual basis, Owners may opt to take no responsibility for landscaping maintenance around their Unit. For a variety of reasons, Owners may recognize that they cannot or do not wish to keep the areas around their Unit neat, weeded, trimmed, and free from debris at all times. With that written notice, the Association will assume responsibility for that maintenance and will assess an additional landscape maintenance fee back to the Owner.

d. Other General Landscape Understandings

Owner/Resident use of chainsaws is prohibited on Ridge Common Land.

Owners and residents with landscaping concerns should notify the Board of the issue in writing, so that such concerns can be adequately addressed.

Please be aware that the Board takes its landscape responsibilities very seriously and will monitor compliance with these Landscape Rules and Regulations very carefully. The Board will reach out to Owners to request compliance when in the Board's estimation, maintenance issues are not being sufficiently addressed.

3. Hardscaping and Decorative Items

Definition: Hardscaping refers to inanimate elements of landscaping - walkways, driveways, patios, retaining walls, lamp posts, steppingstones, planters, boulders, and areas of rock and mulch. Owners may not install hardscaping that could cause damage to any structure.

Functional and Decorative Items used outdoors must be reasonable in size, and non-promotional, non-political, non-sectarian, and inoffensive in nature. They must not present a safety risk or obstruct property maintenance, plowing, or mowing. They must not damage the Common Area around them. The resolution of any questions or disputes with regard to these items resides with the Board.

a. Allowed Items

- Bird feeders, preferably using "no mess" birdseed and hung from the deck or from the windows
- Standing bird feeders in appropriate settings
- Bird baths in appropriate settings
- Bird houses in appropriate settings
- One or two small artistic and/or nature/garden-related sculptures (e.g., birds, rabbits)
- Short temporary fencing around new plantings, provided that (a) it is not more than 18" high, and (b) it is removed once the plants are firmly established in the soil
- American Flags. Flags may be no larger than 3 feet by 5 feet and must conform with the United States Flag Code, FC, 4U.S.C. Chapter 1, Section 1 to 10. Flags should be displayed on poles inserted into brackets attached to the garage, front porch post, or back wall above the deck. No other flags are permitted.

b. Allowed Only with Prior Written Approval from the Board

(Requests to be submitted using the Exterior Unit Modification Agreement (EUMA—see Appendix D)

- Patios and patio enclosures, if not pre-existing
- Walkway improvements and/or replacements
- Benches
- Time-limited use of a canopy or tent for a special function

c. Not Allowed

- Feeding birds, squirrels or other animals on the deck
- Raised garden beds
- Permanent fencing
- Arbors
- Sunshades
- Storage sheds
- Long-term canopies or tents
- Permanent outdoor fireplaces, grills, or fire pits
- Hot tubs, saunas, cold plunge pools, or spas
- Flagpoles
- Pergolas
- Solar panels
- Weathervanes
- Large sculptures
- Flags, banners (see exception for American flags above)
- Excessive, distracting, and/or annoying seasonal decorations and lights

4. Portable Outdoor Grills and Fire Pits

The use of wood, gas or charcoal grills is not permitted within ten (10) feet of any structure. When not in use, grills must be stored inside garages, be covered, or be placed in an area not visible from the road. The use of fire pits is not permitted within twenty-five (25) feet of any structure. Electric grills only, that are safe certified from a nationally recognized testing laboratory such as UL (Underwriters Laboratories) approved by the New Hampshire Fire Code, are allowed on decks and otherwise within ten feet (10') of any structure. This brings the Ridge into compliance with the Newmarket and/or New Hampshire fire code for multi-unit dwellings.

5. Security Cameras and Surveillance

Owners may install cameras on their Units to record doors, stoops, steps, and driveways. Cameras placed in or directed toward any Common Areas require prior written Board approval.

No camera may be used to harass, intimidate, embarrass or invade the privacy of others, as determined by the Board.

6. Pest Control

Pest control includes elimination of bees, wasps, mice, ants, moles, voles, and similar insects or animals. Any pest concern should be reported to the Property Manager. A course of action will be determined. Pest control is the Unit Owner's responsibility, unless it is determined that the problem affects multiple Units or impacts the structural integrity of the building.

7. External Unit Modification Process and Use of the External Unit Modification Agreement (EUMA) Form

No Owner may make any exterior alteration, addition, or improvement affecting the appearance of a Unit or any Common Area or Limited Common Area without written approval of the Board, or in some cases without the approval of Ridge Owners. Notification is given by completing the External Unit Modification Application (EUMA, Appendix D) and submitting the form to the Property Manager. The Board or the Property Manager on behalf of the Board shall respond in writing (on the same EUMA form) to a complete modification request within forty-five (45) days of submission. Failure of the Board to respond within that timeframe shall constitute approval, unless additional information has been requested in writing.

Examples of modifications requiring a EUMA form include, but are not limited to, the following:

- Additional gutters
- Awnings
- Deck enhancements or modifications
- Mini splits
- Patios
- Screened-in porches
- Walkways
- Window replacements

For structural changes, the Owner will be responsible for all costs.

If a Unit Owner wishes to contest a decision made by the Board about a EUMA request, they must follow the Appeals process outlined in Section D-5.

D. Ridge Administration and Other General Issues

1. Non-Interference with Contractors, Management, and Staff

No Owner, resident, tenant, guest, or occupant may direct, supervise, interfere with, or attempt to control any contractor, employee, or agent working on behalf of the Association, whether through the Board or the Association's management.

2. Sex Offender Residency Restriction

Individuals classified as Tier II or Tier III sex offenders under New Hampshire law may not reside on the property on either a permanent or temporary basis.

3. Storage and Nuisances in Common and Limited Common Areas

The purpose of this rule is to preserve attractive appearance, safety, and property values by regulating the storage and placement of personal property in Limited Common Areas that are visible from Common Areas, neighboring Units, streets, or adjacent properties. No personal property may be stored in any Common Area without prior written approval of the Board.

The following items are examples of what shall not be stored or left in the Common Areas visible from outside the Unit:

- Garden materials, yard tools
- Bicycles
- Coolers
- Storage bins, totes or boxes
- Household goods
- Sporting equipment
- Tools and ladders
- Propane tanks
- Tires, automotive parts
- Construction materials and tarps
- Clothes lines for drying laundry
- Children's toys when not actively in use

No activity shall be conducted in the Common or Limited Common Areas (or from a Unit) that causes damage, increases maintenance costs, creates a nuisance, or unreasonably interferes with other residents' peaceful enjoyment, as determined by the Board.

4. Rules Violations and Other Problems: Procedures and Penalties

The Board and the Association's Property Manager will respond to Rules violations as follows: Fines - The Board shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, the Bylaws, or these Rules and Regulations. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner(s).

Occasionally, a problem may develop related to other Ridge residents or others in the Moody Point community, the Board, the Property Manager, or contractors. It is hoped that adhering to the following practical guidelines will assist in resolving any issues that may occur:

a. Define the problem in writing as clearly and completely as possible. Phone calls will not be considered as proper or complete notification of a problem or conflict. (See Problem Report Form, Appendix A.)
b. Review Ridge and/or MPCA governing documents to determine if there are policies that pertain to the issue.
c. Suggest what may constitute an equitable and satisfactory solution.
d. If the problem relates to specific individuals, try to reach a mutually acceptable solution by discussion with the people involved.
e. Should that outreach not be feasible, or if it is unsuccessful, complete and submit the Problem Report Form (Appendix A) to the Ridge Property Manager by mail or email. (In most cases, the issue can be mediated and resolved.)
f. If the problem needs to be addressed by the Board, the Property Manager will then provide your written Problem Report Form along with a description of what actions, if any, have been taken related to the issue. The Board, at its discretion, will decide if it will become involved in a specific issue.

Until such time as the Bylaws or Rules and Regulations are amended, the fine for each violation of any portion of the Declaration, Bylaws, or Rules and Regulations shall be up to $2,000 for each such violation, the amount being left to the sole discretion of the Board. Any fine levied by the Board may be appealed for review by the Association at the next scheduled Association meeting (see the Appeals Process section). Any costs incurred to enforce the provisions of the Declaration, Bylaws, and/or Rules and Regulations shall be assessed to the Unit Owner.

Unless otherwise addressed in the Declaration, Bylaws or these Rules, a letter will be sent to the Unit Owner(s) notifying the Unit Owner(s) of the violation and giving the Unit Owner(s) a specified period of time to correct the violation.

In addition to the noted fine schedule, the Board may take other actions including, but not limited to, any or all the following actions:

- Fining the Unit Owner(s) up to $2,000 per violation.
- Notifying the offender how often the Board may impose the fine, if the violation is not remedied.
- Suspension or limitation of Common Area privileges or services, as permitted by the Bylaws and applicable law.
- Correcting the violation and assessing the Unit Owner for all costs incurred.
- Instituting suit seeking injunctive relief, damages and/or any other remedy applicable under either law or equity.
- Towing vehicles.

5. Appeals Process

- **What can be appealed:** Certain Board determinations and enforcement actions under the governing documents, including (a) a fine levied by the Board for noncompliance with the Declaration, Bylaws, or Rules & Regulations, and (b) a Board determination that a pet is a nuisance or presents a safety concern and must be permanently removed. In addition, where permitted by the Bylaws, an Owner may seek Association-level approval to override a Board denial of a request for an exterior alteration/addition.
- **Other Board decisions that may be appealed:** Where the Rules and Regulations require that the Board's consent (or withdrawal of consent) on certain matters is in the Board's discretion, that decision may be appealed to the Owners at the next scheduled Association meeting (Annual or Special), which is to be scheduled with all due haste.
- **Who may appeal:** The Unit Owner affected by the Board action/determination.
- **Where/when the appeal is decided:** Appeals are reviewed by the Association (the membership) at the next duly scheduled Association meeting (or, where applicable under the Declaration, the next scheduled Annual or Special Association meeting).
- **Effect while the appeal is pending:** The Board's determination remains in effect unless and until the Association overturns it.
- **How it fits with enforcement:** Fines levied by the Board may be assessed as a Common Expense against the Unit and are payable by the Unit Owner; the Board may also assess enforcement costs to the Unit Owner as provided in the governing documents.

6. Sale of Property

Before listing a Unit for sale, the Owner should notify the Board or Property Manager of their intent to sell.

The Board will supply **electronic** copies of the current Declaration, Bylaws, and Rules for the Owner to provide to the Realtor for use in representing the sale of the Owner's Unit. Paper copies can be provided for a fee.

The Board will supply the Owner with information on the Unit relating to modifications made to the Unit via EUMA, or installation of a Generator. That information must be passed along to the Owner's Realtor, who will include that information on the listing form used for all disclosures relating to the property.

If applicable, copies of unaddressed violations relating to landscaping, hardscaping, over-planting, and/or insufficient maintenance will be supplied and should also be included in the Unit's disclosure form. Unanswered rule violations remain the responsibility of the existing Owner, and responsibility for such will be transferred to the Buyer unless Owners remedy the infractions before the sale of the property at their expense.

Members of the Ridge Board and/or the Management Company will be available to answer any questions which the Owner, Realtor, potential Buyer, or Buyer might have.

APPENDIX A. PROBLEM REPORT FORM

Form Dated August 2026

Ridge at Moody Point Unit Owner: _____

Address: _____

Contact Telephone _____

Email: _____

Detailed Description of problem:

Relevant sections of the Declaration, Bylaws or Rules & Responsibilities which may pertain:

Suggested solution:

Actions, if any, taken to date:

Retain a copy of this report for your records

File with Property Manager: Greenstone Management, PO Box 88, Amesbury, MA 01913
877-734-640

APPENDIX B. NEWMARKET POLICE INFORMATION FORM

Newmarket Police Department

Form Dated August 2026

Geo Site Information Sheet

Site Number: _____ Date Information Updated: _____

Residence: ____ Business: ____

Address: _____

Home phone number: _____

Owners' names: ***Work/cell numbers:***

1) _____ _____ W: _____ C: _____

2) _____ _____ W: _____ C: _____

3) _____ _____ W: _____ C: _____

Other residents: ***Work/cell numbers:***

1) _____ _____ W: _____ C: _____

2) _____ _____ W: _____ C: _____

3) _____ _____ W: _____ C: _____

Location of hidden key: _____

Neighbors (name, address, phone number) with a spare key:

1) _____

2) _____

Is the location alarmed? Yes: ___ No: ___

If so, monitored by whom? (company and phone number)

_____ _____

(continued on next page)

Any dogs on site? Yes: ___ No: ___ If so, are they friendly? (name, description)

1) _____

2) _____

3) _____

Any important medical information for the residents? _____

_____

_____

Is anyone in the residence on home oxygen? Yes: ___ No: ___

If so, where are the spare oxygen tanks kept? _____

_____

In case of an emergency, is there anyone you would like contacted?
(name, address, phone number)

1) _____

2) _____

3) _____

4) _____

The Newmarket Police Department maintains site information on various locations within the community to assist Emergency Responders (Police, Fire, and Emergency Medical Services) with locating addresses and providing information about specific conditions and/or hazards at these locations. This information is considered strictly confidential and will only be shared with Emergency Response Personnel. Homeowners and business owners who elect to provide information to be included in the site file can provide as much or as little information as they wish. This information will be periodically updated to ensure the database is complete and accurate. Homeowners and business owners may update their file at any time.

The Newmarket Police Department accepts no responsibility that in all emergency situations this information will be supplied to Emergency Services Personnel on scene, and the decision to utilize or not utilize this information is at the discretion of the Incident Commander on scene.

APPENDIX C: GENERATOR USE AND INSTALLATION APPLICATION

Revised Form Dated August 2026

The Board wants all residents to be as safe and as comfortable as possible during power outages. Generators have become a popular tool in dealing with a prolonged power outage. However, with the use of generators comes the potential risk of deadly carbon monoxide poisoning, fire and/or electrical shock. Generators cannot be treated as just another household appliance because of the potentially fatal consequences of their use. The Board urges each resident to consider carefully their need for a generator.

Both portable and permanently installed generators are permitted on The Ridge with prior approval from The Board. To minimize potential noise impact on The Ridge, the Board requires that Unit Owners purchase generators with a manufacturer's decibel level of 80 decibels or lower. The Unit Owner is responsible for all costs and liabilities associated with installing, operating, maintaining, storing, and removing any generator associated with that Unit. The Association, its Board, and its management take no responsibility for risks or accidents from Unit Owners' installation, use, maintenance, or storage of generators.

Please note: The use of any generator without obtaining prior permission from the Board will be considered a violation of the Association's governing documents and the Board may take enforcement action as noted in the Association's Declaration, Bylaws and Rules and Regulations.

****

Application for Installation and Use of a Generator (Form Dated August 2026)

To be considered by the Board, the following information must be submitted with this application:

Unit Owner Name(s): _____

Unit Address: _____

Owner Email Address: _____

Owner Phone Numbers: Home: _____ Cell: _____

Please indicate: _____ Permanent Installation _____ Portable Generator

This application must include ALL of the following:

- ☐ Generator Manufacturer's specifications include size (dimensions), make, model, color (and/or available color options) and maximum dB levels.
- ☐ Proposed site of generator placement on property (permanent generators). Application must include specific location of the generator and its positioning relative to the Owner's Unit.
- ☐ Documentation that all permits and inspections needed have been or will be obtained.

All installations are subject to the following:

Installation and Location of Generators:

- Unit Owners are responsible for obtaining all permits required by law for the installation and operation of a generator, whether permanent or portable, including, but not limited to building permits, electrical permits, and plumbing permits. Unit Owners are responsible for complying with all legally required conditions for the installation of generators. Owners are responsible for ensuring all legally required inspections take place.

- Installation shall comply with the equipment manufacturer's specifications. These specifications must be submitted with the application for approval.

- All generator installations and connections to a Unit must use a transfer switch professionally installed by a licensed and insured electrician. A designated exterior outlet is required for new portable generators. Power cords must never be modified to connect a generator to an interior power receptacle. The installation must be coordinated and inspected through the Association's Property Management Company, which may charge a fee for this service.

- Portable generators shall not be used within the interior of the Unit, including any garage, and cannot be placed any closer than 10 feet from any structure, inclusive of any deck or porch. Since potentially deadly exhaust fumes can enter a Unit through any opening, in turn resulting in severe injury or death to unsuspecting occupants, the generator's exhaust must be faced away from the building. Portable generators must be stored in a garage or otherwise out of sight when not in active use.

- Unit Owners wishing to install a generator must first obtain approval from the Board. The proposal for a permanent generator must show the installation site and document that all permits and inspections needed have been or will be obtained. All permanent generators must be powered by the Unit's existing propane system. The Board reserves the right to determine placement of the permanent generator, so it is as unobtrusive as possible (both sound and look) and as invisible as possible from the street.

- The Owner is responsible for restoring the ground and landscape around the generator to the state prior to installation and provide plantings or visual cover if the Board determines such are necessary.

Operation of Permanent and Portable Generators:

- Generators may only be used during power outages. Generators which operate at a manufacturer's decibel level below 80 dB may operate 24 hours per day. To reduce noise and annoyance to neighbors, existing generators which operate at a decibel level higher than 80 dB may only be used between the hours of 5am and 11pm.

- Permanently installed generators are permitted to run standard, short operational tests for no more than 20 minutes per week when there is no power outage. So the noise of the test is

minimally invasive to other Unit Owners, all testing must be scheduled between 11 AM and 12 noon on Tuesdays.

- Maintenance of permanently installed generators is required to ensure the Unit operates at or below the manufacturer's specified decibel level.
- When refueling portable generators, allow plenty of time for the generator to cool. Gasoline vapors can easily ignite, causing flash fires and sever injuries. Generator fuel must be stored a minimum of 10 feet from the generator when in use.
- The installation of carbon monoxide detectors in the basement and on each living level is strongly recommended.

Owner's Responsibility in Event of the Sale of Property:

It is the Owner's responsibility to secure written agreement of a new buyer to these rules and regulations regarding generator transferred with the property.

Acceptance of Terms:

Unit Owner Signature: _____ Date: _____

Approved (Board Officer): _____ Date: _____

APPENDIX D: EXTERIOR UNIT MODIFICATION AGREEMENT (EUMA)

The Ridge Association at Moody Point

Revised Form Dated August 2026

Date Requested: _____ Greenstone Assigned Number: _____

Unit Owner Name(s): _____

Address/Unit # _____

Contact Numbers: _____

Please describe Modification requested. (This description and any submitted diagram of modification is part of the agreement.) Include vendor information, if available. If this EUMA includes the placement of any device (air conditioner, mini split, etc.) on Common Land, then it shall specify size, color, location and landscaping planned (if any). In addition, if there is any electrical work in conjunction with this EUMA, it shall be properly permitted and work performed by a licensed electrician.

ATTACH diagram/pictures of proposed modification, if applicable.

We, the Owner(s) of the above-mentioned address, hereby accept financial responsibility for installation, repair, maintenance and up-keep of the modification approved and any damages that are incurred in connection with the proposed modification including any terms of approval noted in this document.

Owner(s) Signature & Date_____

Owner(s) Signature & Date_____

Return by email to the Property Manager at mgriffin@greenstonenow.com and a ***hard*** copy to: ***Property Manager at PO Box 88, Amesbury, MA 01913.***

The Board shall respond in writing (on the same EUMA form) to a complete modification request within forty-five (45) days of submission. Such response may require further information from the Owner.

Permission & Conditions: This signed EUMA permits only the modification noted in the agreement description above (and attachment, if needed). The Condominium Owner(s) has permission of the Ridge Association Board to modify and /or make additions to portions of the Limited and or general Common Areas of this Unit per the following, subject to the conditions in this document. NO deviations/changes from the approved plan will be allowed without further written approval from the BOD.

As the Association is responsible for the long-term maintenance and upkeep of Common Areas and those building components identified in the Declaration and Bylaws, any Association - approved construction, modification, alteration, or repair affecting the Common Area or Limited Common Area shall be performed by properly licensed and insured contractors retained by the Owner with a certificate of insurance that names the Association as an additional insured provided to and approved by the Board prior to the commencement of any work.

The Owner(s) shall be solely responsible for selecting, retaining, directing, and supervising all contractors performing the work and for ensuring compliance with all applicable permits, building codes, manufacturer specifications, and the Board's approval. Copies of all approved permits must be provided to the Board before the commencement of work.

The Property Manager shall serve solely in an administrative capacity on behalf of the Association, including coordinating communications, collecting documentation, facilitating implementation of Board decisions, processing payments authorized by the Board, maintaining project records, and coordinating access to Association property when necessary. All invoices for payments authorized by the Board shall be forwarded to the Property Manager for review in consultation with the Board before payment is issued.

Neither the Association nor the Property Manager shall supervise construction, direct contractors, certify workmanship, inspect for construction quality, provide engineering or architectural services, or assume responsibility for the means, methods, sequencing, safety, or quality of the work performed.

If construction reveals deterioration or defective building components, those remain the Association's responsibility under the governing documents. The Association shall be financially responsible for those repairs.

(1) Installation, Maintenance and Repair of the modification proposed:

The Owner(s) agrees to abide by all the following:

- All contractors shall maintain insurance meeting the Board's minimum requirements, and certificates of insurance that name the Association as an

additional insured shall be provided to the Property Manager before work begins.

- For modifications with a likely cost greater than $7,000 the Ridge Association must be the contractual party and, as such, the contract must be signed by two members of the Board and by the vendor. The vendor will invoice the Association for the cost of the project. The Association will make payments to the vendor and then assess the charges plus the contractual Property Manager's fee to the Owner(s). The cost of the project is entirely that of the named condominium Owner(s). Nothing contained in this provision shall expand the Property Manager's responsibilities beyond administration of the Board's directives.
- *Special conditions applicable to projects that involve only the replacement of windows:* If replacement is limited to sash replacement, an EUMA is required, but there will likely be no involvement of the Property Manager. If both one or more windows and frames are to be replaced, then the full requirements of the EUMA shall be applicable.
- The ongoing work for the modification must be maintained in clean, sanitary, safe, and aesthetic conditions at the Owner's expense.
- No trash resulting from this project may be placed in the MPCA dumpster or in a recycling bin for the weekly MPCA collection. The Owner(s) shall provide information to the Board prior to the start of the work as to how debris shall be handled and removed from the Property.
- If a dumpster or portable toilet is needed, it cannot be placed on the grass. Placement should be determined in consultation with the Property Manager.
- The maintenance, upkeep, repair, and/or replacement of the modification is the financial responsibility of the Owner(s) in accordance with the Ridge Declaration, By-laws, Regulations, Rules and Procedures adopted by the Board, either as currently existing or in the future, at the Owner(s) expense for as long as the Owner(s) owns the Unit.
- The Owner(s) must repair and restore any and all damaged parts of the Limited Common Area caused by the requested modification, its installation, and/or its continuing existence. The Association shall make any repairs to the Common Area necessitated by the work done and may assess such costs to the Owner(s).
- The Owner(s) must purchase any additional insurance to ensure that proper coverage is in place to cover the described modification at the Owner's expense.

(2) <u>Modification for Enlarging Existing Limited Common Footprint:</u>

This is not allowed under state statutes without a revision to governing documents and hence will be rejected by the Board unless Owner, entirely at Owner's cost, follows the provisions of the applicable RSAs, and is successful at any such proposed enlargement.

(3) <u>Sales of the Condominium Unit:</u>

In the event the condominium Unit is sold, the current Seller/Owner(s) is required to notify any new Buyer(s)/Owner(s) of the existence of this approved EUMA. The new Buyer/ Owner(s) must assume responsibility for maintenance, upkeep and repair of the approved

modification. The Buyer must sign a new EUMA provided by managing agent as part of the purchase and sale agreement (P&S) unless prior written Board approval to let the EUMA lapse at sale of the Unit has been obtained.

(4) Indemnification:

The Owner(s) shall defend, indemnify, and hold harmless the Ridge Association at Moody Point, its Board of Directors, officers, committee members, Property Manager, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, expenses, and reasonable attorney's fees arising out of or relating to the design, permitting, installation, construction, maintenance, repair, replacement, operation, existence, or removal of the approved modification, except to the extent caused by the negligence or willful misconduct of the Association or its Property Manager.

The obligations contained in this section shall survive completion of the work and remain in effect for as long as the approved modification exists unless otherwise released in writing by the Association.

(5) Remedies of the Association/Liens:

The Owner(s) is responsible for the complete maintenance of the modification(s).

If the BOD determines maintenance, upkeep, or repair of the modification is lacking, the Owner(s) will be notified by certified mail and/or hand delivery of the item(s) to be addressed provided 60-calendar days to discuss with the BOD and agree on a plan of action to remedy, unless such time period is extended by the Board. If the corrections are not made as agreed, corrections may be performed by the Ridge Association or its designate at the Owner(s) expense. The BOD may order the return of the modification of its Common Area or property to its original state. No corrections or expenses will be charged without allowing the Owner(s) the 60-calendar day specified time to perform first.

Owner(s) acknowledges and agrees to pay for all landscaping, repairs, upkeep and/or maintenance services performed to correct any violations under this agreement authorized by the Ridge Association Board. If the Owner(s) fail(s) to promptly pay for such services upon the billing rendered, the expense shall constitute a lien on the Owner(s) Unit. Any failure to pay in a timely manner may result in the institution of a collection action against the Owner.

(6) Disclaimers:

Approval of an Exterior Unit Modification Application, review of plans, collection of documentation, processing of payments, coordination of communications, observation of construction, or inspection by the Association or Property Manager shall not be construed as supervision of construction or acceptance of the quality of the work.

Neither the Association nor its Property Manager assumes responsibility for contractor performance, engineering, architectural services, code compliance, design, construction quality, or the future performance of the approved modification.

The Request Modification defined on page 1 with the Permission/Conditions for this **request #** _____ is:

Approved / Not Approved (circle decision)

_____ _____

Signature of President of Association Board Date

_____

Printed Name

APPENDIX E. LANDSCAPE RECOMMENDATIONS

Before planting or removing any trees or shrubs, please obtain approval from the Board. Remember that in general our soil conditions are acidic. Plants are subjected to wind. Consider whether your Unit is in an area visited by deer. Take care not to block utilities. Make sure that the mature size of the shrub will not become an issue with your driveway, path, or lower-level windows. Try to avoid perennials that excel at spreading. If you choose plants which require periodic maintenance within the growing season (fertilization, dead heading of blossoms, etc.) please remember that these will be your responsibility. Plant material and advice can be obtained from any local garden supply and plant nurseries in the area.

Plantings around Generators and A/C Units:

Plants should be a minimum of 36" from the Unit for ventilation and fire safety. Plants should not obstruct the ability to maintain the Unit. Be aware of the line of sight into your neighbors. Plants should be tall enough to hide the Unit. If applicable, please consider the mower radius when planting.

Avoid plants with long thin leaves, needles and branches which could fall off and blow into the vents and create a hazard. Stick to plants with shallower root systems to avoid cables or gas lines. Intrusive root systems can also damage or shift the concrete based.

Suggested: Evergreens (non-needled) boxwood, small arborvitae, PJM Rhododendrons, any native, non-invasive shrubs.

********** ADDITIONAL INFORMATION COMING SOON**********

APPENDIX F. LANDSCAPE MODIFICATION REQUEST FORM

Form Dated August 2026

Date Requested: _____ Greenstone Assigned Number: _____

Unit Owner Name(s): _____

Address/Unit # _____

Contact Numbers: _____

Please describe the modification that you are requesting. Please include the location, pictures or drawings.

New Plantings or Designs:
Name of plants, mature height of plants, any modifications to the size of garden beds

Removal Requests:
Reason for request to remove and plan if any for what will take its place. If shrubs or trees are outside of existing Unit area, please provide location.

Requests for Association Assistance:
Limbing, trimming, spraying, conversion of an area around your Unit.

25035466 10/20/2025 11:31:36 AM
Book 6658 Page 174 Page 1 of 62
Register of Deeds, Rockingham County

RECORDING 254.00
SURCHARGE 2.00

DocId:20394539
Tx:40998901

Return to:
Ducharme Law, P.L.L.C.
72 Newmarket Avenue, Suite 101
Stratham, NH 03885

DECLARATION

of

THE RIDGE at MOODY POINT CONDOMINIUMS

Newmarket, NH

The Ridge at Moody Point Condominium Association, formerly known as the Moody Point Condominium II Association, Inc, having been duly created by a Declaration and Bylaws filed with the Rockingham County Registry of Deeds on or about May 25, 1994, beginning at Book 3054, Page 0098 and as amended from time to time thereafter, the Unit Owners voted at a duly called Association meeting to amend and restate the Declaration and Bylaws, and any and all amendments thereto and thereafter, with the Declaration and Bylaws immediately following:

ARTICLE I
DEFINITIONS

Certain of the terms as used in this Declaration and in the Bylaws, which are annexed hereto as Appendix C and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning thereof:

1. "Act" means the New Hampshire Condominium Act (Chapter 356-B of the New Hampshire Revised Statutes Annotated) as revised periodically, to which Act the Association is bound to and guided by.

2. "Association" or "Association of Owners" or "The Ridge at Moody Point Condominiums" means the incorporated or unincorporated association of the Owners acting as a group in accordance with the Declaration and the Bylaws.

3. “Board” or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws of the Association.

4. "Bylaws" means the instrument annexed hereto as Appendix C and hereby made a part hereof which provide for the self-government of the Association.

5. “Common Area" means all that portion of the Condominium other than the Units and specifically includes the Limited Common Area.

6. “Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments; “future common expenses” shall mean common expenses for which assessments are not yet due and payable.

7. “Condominium” means The Ridge at Moody Point Condominiums.

8. "Declaration" means this instrument and all of its Appendices, as amended from time to time, except where the context indicates otherwise.

9. “Limited Common Area" means that portion of the Common Area, if any, which is designated herein as reserved for the use of one or more Units but less than all Units as referenced herein or on the site and/or floor plans of the Condominium.

10. “Occupant” whenever used herein shall mean a person or persons, other than the Owner, in possession of one or more Units.

11. "Owner" or “Unit Owner” means any person or persons or other entity owning a Unit in a fee simple absolute together with an undivided interest in fee simple in the Common Area.

12. “Percentage of Interest” or “Percentage of Undivided Interest” means the percentage of undivided interest of each Unit in the Common Area as set forth in Appendix B hereto.

13. “Property” means the land, the building and all other improvements heretofore or hereafter constructed thereon and all easements, rights and appurtenances thereto and all articles of personal property intended for common use in connection therewith which have been or are intended to be submitted to the provisions of the Act and which are more particularly described in Appendix A attached hereto.

14. "Rules" means such Rules and Regulations as the Board of Directors from time to time may adopt relative to the use of the Condominium or of any part thereof, as the same may be amended pursuant to the terms hereof and of the Bylaws.

15. "The Ridge at Moody Point Condominiums" (hereinafter referred to as "the Condominium"), in addition to any other definitions herein, may also mean the premises described in Appendix A, including land, all buildings and other improvements and structures now or hereafter thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.

16. "Unit" means a part of the Condominium intended for independent ownership, all as more particularly described in Article II, Paragraph 4 hereof.

ARTICLE II
STATUTORILY REQUIRED INFORMATION

1. Name. The name of the Condominium is and shall be The Ridge at Moody Point Condominiums.

2. Location. The Ridge at Moody Point Condominiums are situated along Cushing Road in the Town of Newmarket, County of Rockingham and State of New Hampshire and is comprised of twenty-six (26) Units with five (5) single family Units, six (6) two-Unit buildings, and three (3), three-Unit buildings.

3. Legal Description by Metes and Bounds. A legal description of the land submitted to the Act is described in Appendix A and made a part hereof.

4. Unit Boundaries and Maintenance Responsibilities. A description of the boundaries of the Units is to be in accordance with the provisions of RSA 356-B: 12 which boundaries are further detailed as follows:

A. Horizontal Boundaries:
   i. Lower Boundary: The upper surface of the lowest, unfinished floor of a Unit; and

   ii. Upper Boundary: The lower plane of the roof rafters of a Unit.

B. Vertical Boundaries:
   i. Perimeter Walls: The interior surface of the plane of the wall studs; and

ii. Doors and Windows: To the unfinished exterior surface of the doors (to include garage, screen and storm doors), door frames, windows (including any skylights) and window frames. Notwithstanding anything herein to the contrary, the exterior appearance and the color, type and quality of all doors, windows, frames, sills, and glass are left to the discretion of the Board of Directors;

C. Additional Unit Owner Maintenance and Replacement Responsibilities. In addition to the Unit Owner's responsibility for maintaining, repairing and replacing the Unit, the Unit Owner is responsible for the following Unit-related items regardless of the location of these items:

i. Any and all insulation, pipes, ducts, conduits, wires and other utility installations, as well as appliances, plumbing fixtures, electrical systems, heating (including chimneys, flues, chutes and fireboxes), air conditioning, cooling, and ventilation systems and all associated wiring and piping that serve the Unit and extend outside the Unit. Although these items are the responsibility of the Owner, an Owner may request the Association undertake and complete any maintenance, repairs, replacements and renovations of those portions that extend outside the boundaries of a Unit and assess an Owner a portion of the costs to undertake such maintenance, repairs, replacements and renovations;

ii. HVAC Units, air conditioners and generators may be placed in or on the Unit or on the Common Area, including the Limited Common Area, subject to the prior written consent of the Board of Directors. All maintenance, repair and replacement are still the responsibility of the Owner, including any pad which the Board approves for an air conditioner condenser or generator, and accessories to such air conditioners or generators such as pipes, wires, conduits, or other apparatus or equipment associated therewith, the location of which is left to the sole discretion of the Board of Directors.

The Board of Directors shall set hours for generator testing.

D. Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to the Owner's Unit. This right, subject to any Rules and Regulations adopted by the Board of Directors, is perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

5. Description of Common Area. The Common Area shall consist of all land and improvements not specifically designated as part of a Unit in Paragraph 4 above. The

Common Area specifically includes the Limited Common Area as designated in Paragraph 6 below. The Common Area also includes, but not by way of limitation:

A. The land and the walks, paths, shrubbery and other plantings, and other land and interests in land included and described in Appendix A hereto, except that which is otherwise herein and/or on the Site/Floor Plan designated solely as Limited Common Area;

B. The gutters, downspouts, pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities located within or without a Unit which serve parts of the Property other than the Unit within which they are located and/or which serve more than one Unit;

C. Those portions of each building not otherwise included as part of a Unit;

D. Parking spaces other than those assigned as Limited Common Area are to be used on a first-come first-served basis subject to any Rules and Regulations adopted by the Board of Directors.

E. Any other amenities constructed or to be constructed on the Property; and

F. All other parts of the Property, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use.

6. Description of Limited Common Area. Nothing shall be constructed or installed on the Limited Common Area without the prior, written consent of the Board of Directors. Units may be accorded certain Limited Common Area as noted on the Floor and Site Plans filed with the Registry of Deeds and as noted as follows:

A. Garage. All garages attached to a Unit are part of that Unit. The sole standalone garage is Limited Common Area of the Unit to which it is assigned as further noted on the Site Plan on file with the Rockingham County Registry of Deeds;

B. Parking Spaces. Each Unit is assigned as Limited Common Area two (2) parking spaces, situated directly in front of the Unit's garage as further noted on the Site Plans and Amendments on file with the Rockingham County Registry of Deeds;

C. Decks. Each Unit, with the exception of Unit 228, is assigned a deck, as Limited Common Area, and as further noted on the Site and Floor Plans on file with the Rockingham County Registry of Deeds; and

D. Further Limited Common Area is as defined in RSA 356-B: 12, V as amended from time to time.

Owners shall keep these areas neat, clean and uncluttered. Notwithstanding anything herein to the contrary, although these areas are Limited Common Area, the routine maintenance responsibility for which is the Owner's, all repairs, renovations and replacements are the responsibility of the Association though financial responsibility for them may be that of the Owner as further noted in the Bylaws. Routine maintenance shall include snow and/or ice removal and salting and sanding of these areas except as otherwise covered by any snow removal contract for the Association. Lawn mowing and other landscaping shall be paid by the Association. All determinations regarding routine maintenance hereunder shall be left to the discretion of the Board of Directors.

7. Allocation of Undivided Interest in Common Area. Each Unit is accorded a Percentage of Undivided Interest in the Common Area for voting and assessments as noted in Appendix B.

8. Statement of Purposes and Use. Units are limited to residential use as determined by the Board of Directors, and the following provisions, together with the provisions of the Bylaws and Rules and Regulations are in furtherance of this purpose.

A. No noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is or will become an annoyance or nuisance to another Owner. No use shall be made of any part of the Property which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Property or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Property that will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors and which insurance increase shall be assessed to the Unit.

B. The use of the Common Area shall be limited to the Owners in residence and the tenants, and the guests, invitees, occupants and licensees of either the Owner or the tenant. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to the Owner's tenants in residence and to the Owner's guests, invitees, occupants and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by this Declaration, the Bylaws and the Rules and Regulations as adopted and amended from time to time by the Board of Directors.

C. Part-time or full-time work from a Unit is allowed, so long as the Unit is primarily utilized as a residence, unless otherwise notified by the Board of Directors that the activity has become a nuisance, annoyance, or does not fit within the residential character of the Association which determination is left to the sole discretion of the Board. Any such use of a unit, whether for an ancillary home office, telecommuting, business activity, or any other form of profit or not-for-profit organization may not provide on-site services for clients, customers, or patients. Nor may it increase shipping, traffic, deliveries, parking, noise, odors or increase any other activity in such a manner that it creates a nuisance as determined by the Board of Directors. Further, the Property will not be listed as the address of any business, organization or other endeavor, nor will any advertising, sign, or other identification on the Property, including a business listing on a directory or identification on a mail box, be allowed.

Further, any language to the contrary notwithstanding, the Owner of such a work from home situation shall not do anything related to the business which will cause the insurance on the Association to rise (without the express, written permission of the Board of Directors, and for which the increased cost shall become an obligation of the Unit Owner who has incurred the increased cost), nor shall the Owner in any way, shape or form alter the physical structure of the Unit or Common Area as a result of any such work from home situation.

No employee or person other than an occupant of such Unit shall engage therein in any such business activities.

Finally, the Board of Directors shall possess the sole discretion to notify an Owner the Unit may no longer be used to work from home.

D. An Owner shall not paint or otherwise decorate, add to, alter or change the appearance of the exterior portion of a Unit or any other portion of the Property, without the prior written permission of the Board of Directors.

E. None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures.

F. There shall be valid easements for the maintenance of any encroachments so long as they shall exist; provided, however, that in no event shall a valid easement or encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners. If any portion of the Common Area encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (a) settling of a Unit, or (b) alteration or repair to any portion of the Common Area made by or with the consent of the Board of Directors, or (c) as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or (d) as a result of

condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

G. Occupancy. Occupancy of any Unit shall be in accordance with the rules, regulations and ordinances of the Town of Newmarket and further subject to the laws of the State of New Hampshire and all applicable federal laws. The Board of Directors may make any occupancy Rules and Regulations that are not in violation of the rules, regulations and ordinances of the Town of Newmarket.

H. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units; Support. Each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and/or within another Unit's Limited Common Area and serving the Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the Units. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area. Any costs associated with the entry into a Unit to repair what is determined to be a Unit Owner's property and/or maintenance responsibility shall be assessed to the Unit, including, but not limited to time, labor, materials and attorney's fees, if any.

I. Leases/Ownership. Units may be rented, leased or otherwise granted to someone other than the Unit Owner only in its entirety and occupied only by the lessee/renter or other occupant, the Owner's family, guests, invitees, occupants and licensees. Under no circumstances may individual rooms or portions of a Unit be rented or sub-rented separately.

No temporary housing or home sharing, as determined by the Board of Directors, shall be allowed. Any such rentals referenced herein may be for no less than one (1) year without the written permission of the Board, which permission shall not be unreasonably withheld, the determination of which rests solely with the Board.

Upon entering into any rental agreement, in any form, the Owner shall immediately forward to the Board of Directors the name of the tenants, email addresses, telephone number, and the length of the occupancy. No sub-leasing of Units is allowed without the written permission of the Board of Directors.

Any costs incurred by the Association to enforce this provision, including but not limited to attorney's fees, shall be assessed to the Unit Owner.

Further, fractional ownership, as determined by the Board of Directors, is not allowed.

Finally, no person or entity or related person or entity, as determined by the Board of Directors, may own more than four (4) Units.

J. Owners Subject to Declaration, Bylaws and Rules and Regulations. All present and future Owners, tenants and occupants of Units, and any other person who might use the facilities of the Property in any manner, are subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time. The use of the Property and/or acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant, occupant, guest, invitee or licensee and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the Property and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and Bylaws, the Rules and Regulations to be adopted by the Board of Directors, and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain or will contain certain restrictions as to use of the Units or other parts of the Property. Each Owner shall comply therewith, and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages, for injunctive relief, for specific performance or for any other relief to be awarded by a court of law.

In the event that the Board of Directors does not vote to take action as described herein, each Owner shall be entitled to bring a private action to recover sums due, for damages, for injunctive relief or for any other relief to be awarded by a court of law.

All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors and the prevailing party shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorney's fees, all as more particularly set forth in the Bylaws and as determined by a court of law.

Nothing herein, however, shall exempt a Unit Owner from paying all collection costs, including attorney's fees, should the Association prevail in any such collection case, and the determination of whether the collection costs are reasonable is left to the sole discretion of the Board of Directors.

K. Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, the Bylaws, the Rules and Regulations and the Condominium Act, each Owner shall have an easement in common with all other Owners for ingress and egress through and use and enjoyment of all Common, but not Limited Common, Area. Each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of all Common, but not the Limited Common, Areas by persons lawfully using or entitled to the same.

L. Property Subject to Covenants, Easements and Restrictions of Record. The Property is subject to all covenants, conditions, easements and restrictions or record, including, without limitation, those that are set forth and/or referred to in Appendix A.

M. Reservation of Utility and other Easements. The Association, through the Board of Directors, shall have perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Property, including but not limited to, cable, water, sewage disposal, snow removal, telephone, gas, internet and electrical systems, all for the benefit of the respective Owners, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. The intent of this Paragraph is to grant the Association the perpetual right to allow utility and other providers to enter onto the Common Area to inspect, maintain and otherwise access the utility services, which permission shall not be unreasonably withheld to utility providers. It is particularly noted that no use shall be permitted which could directly or indirectly degrade the quality of the Common Area or the surface water on it or the groundwater beneath the surface. Uses that are prohibited include, but are not limited to, the following:

i. Storage, handling, transport, treatment or disposal of domestic or industrial wastewater, hazardous or regulated substances such as pesticides, gas, oil and other chemical, or hazardous or solid wastes;

ii. Any other use the New Hampshire Department of Environmental Services determines now or in the future would be detrimental to water quality; and

iii. Any other use the Board of Directors, in its sole discretion, deems inappropriate.

N. The Board of Directors is empowered to adopt and amend, from time to time, Rules and Regulations concerning the use of the Property and the operation

of the Association, which Rules and Regulations shall be furnished in writing to all Owners and which shall not be violated. The Rules and Regulations may not conflict with the provisions of the Declaration or Bylaws.

O. Notwithstanding anything herein to the contrary, all such determinations listed in this Paragraph 8 are left to the sole discretion of the Board of Directors. Further, the Board may withdraw the consents of the Board referred to in this Paragraph 8 whenever it deems such withdrawal to be in the best interest of the Association. Any such decision may be appealed to the Owners at the next scheduled Association meeting, Annual or Special, which shall be scheduled with all due haste.

9. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Property covered by the Association's master casualty and liability policy by fire, or other casualty, the proceeds of the master casualty policy shall, pursuant to the Condominium Act, as amended from time to time, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to RSA 356-B: 34 as amended from time to time. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims. The provisions of Article VII of the Bylaws shall determine the extent to which any part of the Property shall be reconstructed or repaired.

10. Specific Performance. Both the Association and any aggrieved Owner shall have the right, as against other Unit Owners who fail to comply with the provisions of the Declaration, Bylaws, Rules and Regulations and Policies of the Association to enforce the terms of these documents. Similarly, each Owner shall have the right to bring an action for specific performance against the Association, in the event the Association shall fail to comply with the provisions of the Declaration, Bylaws, Rules and Regulations and Policies of the Association. The prevailing party shall be entitled to attorney's fees and costs associated with such action in the discretion of the Court.

11. Relocation of Unit Boundaries and Subdivision of Units. Relocation of Boundaries and Subdivision of Units will be permitted subject to compliance with the provisions thereof in the Condominium Act, the provisions of this Declaration and the Bylaws and the provisions of any applicable governmental law, ordinance or regulation. The requesting Owner shall be responsible for all costs, including any updates to the condominium instruments as that term is defined in the Condominium Act and any Rules and Regulations of the Association as adopted from time to time, additionally including, but not limited to, any attorney's fees incurred by or on behalf of the Association.

12 Moody Point Community Association, Inc. Each Owner in the Ridge at Moody Point Condominium Association is a member of the Moody Point Community Association, Inc. (hereinafter the "MPCA"). Membership in the MPCA is separate and distinct from membership in The Ridge at Moody Point Condominium Association. This membership comes with certain duties and rights as further outlined in the Bylaws of the MPCA recorded at the Rockingham County Registry of Deeds beginning at Book 5657, Page 1970 and as amended from time to time thereafter.

ARTICLE III
AMENDMENTS

This Declaration of Condominium and Bylaws of the Association may be amended by a vote in accordance with Article II of the Bylaws and by an instrument in writing signed, acknowledged, and recorded as provided by the Condominium Act, and such amendment shall be effective upon recording in the office of the Registry of Deeds of Rockingham County, State of New Hampshire subject to the following:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. No Amendment shall discriminate against any Owner or against any Unit or class or group of Units unless the Unit Owners affected shall consent. Further, no Amendment shall change the boundaries of any Unit or the share of the Common Areas appurtenant to it, or increase an Owner's share in the Common Area, unless all of the record Owners of the Units concerned and all the record owners of mortgages thereon, shall join in the execution of the Amendment.

3. The percentage of Units necessary to pass an Amendment shall be dictated by RSA 356-B: 34, as amended from time-to-time.

ARTICLE IV
INSURANCE

The Board of Directors shall obtain and maintain insurance, aka a Master Policy, at all times for the FULL REPLACEMENT COST of all structures on the Property, excluding the Units, including for building and safety code upgrades, aka ordinance coverage, fire, quake (in the discretion of the Board or as may become required by law), flood (in the discretion of the Board of Directors or as may become required by law), and extended coverage insurance of the type and kind and in at least the amounts provided in

the Bylaws, a master liability policy covering the Unit Owners' Association, the Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the Association, and all Unit Owners or other persons entitled to occupy any Unit or any portion of the Property.

This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within the Owner's Unit or within the Limited Common Area over which the Owner has exclusive use and such other policies as the Board of Directors shall designate, including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium complexes of similar construction, design and use; such insurance shall at all times be sufficient to finance the reconstruction of all improvements to the Common Area, and such insurance shall be subject to a master insurance deductible to be determined annually by the Board of Directors with notice of same to the Owners, provided that:

1. All policies shall be written with a company licensed to do business in the State of New Hampshire.

2. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors of the Association, to be held in accordance with Article II, Paragraph 9 herein as a common fund.

3. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representative.

4. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners for their mortgages.

5. Each Owner shall obtain fire, quake (in the discretion of the Owner or as may become required by law), flood (in the discretion of the Owner or as may become required by law) and extended coverage for their Unit, covering the portions of the Unit not covered by the Master Policy and any other insurance for liability the Owner or the Board of Directors deems appropriate.

Further, the Owner's policy shall cover the deductible contained in the Master Policy.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association, and each owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Certificates of proof of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed annually with the Board of Directors on a date to be determined by the Board. Should the

Owner fail to provide such proof, the Board of Directors is authorized to acquire such insurance on the Unit and assess the cost of same to the Owner.

Any costs incurred by the Board of Directors to enforce this provision, including any attorney's fees incurred by the Board to acquire a copy of the policy and/or certificate of insurance shall be assessed to the Unit Owner.

It is noted the Association shall not cover loss of use of a Unit, and each Owner may wish to acquire such insurance.

6. Each Owner must obtain insurance for the Owner's benefit and at the Owner's expense insuring all personal property presently or hereafter located in the Owner's Unit or Limited Common Area as the case may be.

7. The Board of Directors shall be required to make every 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 of Directors, the Manager, and Owners and their respective tenants, guests, invitees, occupants and licensees;

B. That the Master Policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

C. That the Master Policy cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without prior demand in writing that the Board of Directors or Manager cure the defect; and

D. That any "no other insurance" clause in the master policy exclude individual Owner's policies from consideration.

8. The annual insurance review the Board of Directors is required to conduct as provided in Article VI, Paragraph 2(A) of the Bylaws shall include a review of all coverages included in the Master Policy.

9. The Master Policy shall cover all parts of the Common Area, including structures thereon, under fire and multi-peril policies issued in this State.

10. All notices, changes or modification must be sent to all Owners, in a manner determined by the Board of Directors, prior to their implementation.

ARTICLE V
ASSOCIATION

The operation of the Condominium shall be by an incorporated or unincorporated Association. The Association shall have all of the powers and duties as set forth in the Condominium Act except as limited by this Declaration and the Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and the Bylaws and as they may be amended from time to time.

1. Membership in the Association.

A. Qualifications. The members of the Association shall consist of all the record Owners of the Units.

B. Change of Membership and Mortgages. Change of membership in the Association shall be established by recording in the Rockingham County Registry of Deeds a deed establishing record title to a Unit in the Condominium. The Buyer shall immediately deliver to the Board of Directors of the Association a copy of the deed showing the Volume and Page of same. Should the Owner fail to do so within thirty (30) days of the date of the filing of said deed (or within thirty days of the passage of this provision), the Board of Directors may acquire one, and the Owner shall pay all costs, including Registry and attorney's fees, and such fees shall act as a lien against the Unit until paid in full. The Board of Directors shall keep such copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and Bylaws. The Unit Owner designated by such instrument shall thereby become a member of the Association. At such time, the membership of the prior Unit Owner shall be thereby terminated.

No one shall enter into a reverse mortgage without ensuring that all condominium fees, assessments, fines, interest and other costs, if any, shall be, from the time of the signing of the reverse mortgage, paid by the mortgagee directly to the Association.

All costs, including Registry and attorney's fees, incurred to enforce this Paragraph, shall be assessed to the Unit and shall act as a lien against the Unit until paid in full.

C. Voting Rights. A member of the Association shall be entitled to cast one (1) vote for each Unit owned. All votes shall be weighted according to the Unit's Percentage of Undivided Interest as noted in Appendix B. When there is more than one record Owner of a Unit, any of such persons may attend any meeting of the Association and cast the vote of such Unit, but if more than one (1) such Owner shall attend, it shall be necessary for those present to act unanimously in order to cast any vote(s) to which they are entitled.

D. Restraint Upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

E. Proxy Voting. Members may vote at all Association meetings by written proxy as provided by the Act and as properly delivered to the Board of Directors. Members of the Board of Directors may neither vote, nor participate in Board meetings by proxy.

2. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors the members of which shall be designated in the manner provided in the Bylaws.

3. Limitations upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

4. Bylaws. The Bylaws of the Association shall be in the form attached hereto as Appendix C.

5. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration and the Bylaws.

ARTICLE VI
RIGHTS OF FIRST MORTGAGEE

1. The holder, insurer, or guarantor of the mortgage on any Unit in the Condominium is entitled, upon written request or upon decision of the Board of Directors, to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage;

(b) Any delinquency of sixty (60) days or more in the payment of assessments or other charges owed by the Owner of any Unit on which it holds the mortgage;

(c) A lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Owners' Association; and

(d) Any proposed action that requires by law the consent of a specified percentage of institutional first mortgagees.

2. Any holder, insurer or guarantor of a first mortgage has the right to inspect the Condominium's legal documents during reasonable business hours and as further restricted in the Bylaws attached hereto as Appendix C. Any such mortgage holder shall be permitted to have an audited statement prepared at its own expense.

3. Notwithstanding any other provision of this Declaration or its Bylaws, the Board of Directors shall, upon the request of any institutional first mortgagee of a Unit, or their assigns, render the following written warranties which shall be binding upon the Association:

A. That as far as is known to the Association, the Condominium has been created and exists in full compliance with the applicable laws of the State of New Hampshire and the Town of Newmarket.

B. That any such mortgagee or its assigns may take title to a Unit pursuant to the power of sale contained in its mortgage, or accept a deed or assignment of title in lieu of foreclosure, or sell or lease a Unit so acquired by said mortgagee.

C. That any said mortgagee's obligation upon acquiring or succeeding to title in any said Unit for unpaid assessments or fees accruing prior to said mortgagee's taking or succeeding to a Unit Owner's title is subject to New Hampshire law.

D. That except as provided by the Act, in the case of condemnation or substantial loss of the Units and/or Common Areas, the Association shall not by act or omission seek to abandon or terminate the Condominium other than pursuant to the provisions of RSA 356-B: 34 as amended from time-to-time; nor change the proration of interest or obligations of any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro-rata share of ownership of each Unit in the Common Area; nor partition or subdivide, encumber, sell or transfer the Common Area except for easements for public utilities and public services consistent with the intended use of the Common Area; nor use hazard insurance proceeds for losses to the Condominium for other than repair, replacement or reconstruction of the Condominium.

E. That all taxes, assessments and charges that are due and payable have been paid and are assessed on individual Units and not on the Common Areas separate from Units.

F. That all improvements to the Condominium are included within the Common Area and/or the Units, and the first mortgagee of any Unit has an equivalent undivided interest in such Common Area to the Unit so mortgaged and that all improvements have been installed, completed and in operation, if such be true.

G. That Condominium assessments include adequate reserves for repair of Common Areas and are payable monthly or as otherwise determined by the Board of Directors.

H. That any management contract or other agreement has a term not exceeding three (3) years and may be terminated by either party without cause or penalty upon no more than ninety (90) days written notice to the other party.

I. That no default of the Unit Owner's obligations to the Association exists with regard to a Unit, or has arisen within the sixty (60) day period prior to the request for such information, which remains uncured as of the date of certification of such fact by the Association; or if any such default exists, the nature and status thereof.

4. Notwithstanding anything to the contrary in this Declaration or the 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.

ARTICLE VII
PARTITION

There shall be no judicial partition of the Condominium or any part thereof unless the Property has been removed from the provisions of the Condominium Act as provided in the Act; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit, nor shall it subdivide any Unit.

ARTICLE VIII
INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to effect its purpose of creating a uniform plan for the development and operation of a Condominium.

Failure to enforce any provision of this Declaration, the Bylaws and/or the Rules and Regulations shall not constitute a waiver of the right to enforce said provision.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and vice versa, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Further, the order of priority between the Declaration, the Bylaws and the Rules and Regulations, as each are amended and/or changed from time-to-time, shall be that the Declaration presides over conflicting language in either the Bylaws or the Rules and Regulations and the Bylaws preside over conflicting language in the Rules and Regulations.

ARTICLE IX
SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE X
EFFECTIVE DATE

This Amended Declaration shall take effect upon recording at the Rockingham County Registry of Deeds.

APPENDIX A

A metes and bounds description of the Property is as found in the Rockingham County Registry of Deeds beginning at Page 5100, Page 0320 and is incorporated herein by reference.

APPENDIX B

Each Unit is accorded an equal Percentage of Undivided Interest in the Association for purposes of voting and assessments.

APPENDIX C

BYLAWS

of the

THE RIDGE at MOODY POINT CONDOMINIUM ASSOCIATION

Newmarket, NH

ARTICLE I

GENERAL

1. The Association. The Ridge at Moody Point Condominium Association ("the Association") is a condominium association formed for the purpose of maintaining and/or improving the Common Area, governing its use, and in general administering and enforcing the Declaration, these Bylaws, and the Rules and Regulations promulgated pursuant thereto.

2. Members. An Owner of record of a Unit ("Unit Owner" or "Owner") shall automatically become a member of the Association, and the membership of an Owner shall terminate when such person or entity ceases to be a Unit Owner, with such membership automatically transferred to such member's successor in interest. All present and future Unit Owners, mortgagees, lessees and occupants of Units, their employees, all association members and any other person who may use the Common Area in any manner, are subject to these Bylaws, the Declaration, and the Rules and Regulations. As referenced herein, the acceptance of a deed, and/or the conveyance, letting, use or occupancy of a Unit, shall constitute an agreement that the Owner, mortgagee, lessee, guest, invitee, occupant or licensee of any Unit shall abide by these Bylaws, the Declaration, and the Rules and Regulations, as any or all may be amended from time to time.

3. Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of The Ridge at Moody Point Condominium Association and are made a part hereof, and all present and future holders of any interest in the Condominium shall be members of The Ridge at Moody Point Condominium Association which is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code as such may be amended or replaced from time to time. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing

management, maintenance and care of Association property and other than by a rebate of excess assessments) to the benefit of any Owner.

4. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, present and future tenants, their guests, invitees, occupants, licensees, and any other person who shall use the facilities of the Property shall be subject to these Bylaws and to the Rules and Regulations of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, tenant, guest, invitee or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations and will comply with them.

5. Office. The office of the Condominium and of the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

UNIT OWNERS' ASSOCIATION

1. Composition. All of the Owners, by and through the Board of Directors, except where otherwise indicated, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute "The Ridge at Moody Point Condominium Association" or the "Unit Owners' Association" or the "Association" which shall have the responsibility of administering the Property and the Association, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Property and the Association and performing all of the acts that may be required to be performed by the Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Property and the Association shall be performed by the Board of Directors (as more particularly set forth in Article III herein).

2. Voting. Each Unit shall be entitled to one undivided vote on all Association matters. All votes shall be weighted according to each Unit's Percentage of Undivided Interest in the Common Area as noted in Appendix B. Except as otherwise noted in the Declaration and these Bylaws a majority of votes shall means a simple majority vote of those Units, in person or by Proxy, that are entitled to vote on any given matter at any duly called Association Meeting at which a quorum is present or by ballot pursuant to the terms of the Condominium Act.

As applied to a person who is not a natural person, such as a trust or a corporation, the word "person" shall be deemed for the purposes of this section to be the designated representative of any such entity. Any such ownership entity must notify the Board of Directors in writing each year as to whom from such an ownership entity shall be the voting member.

Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote of the ownership interest pertaining to that Unit. But if more than one of such persons is present, the vote pertaining to that Unit shall be cast only in accordance with the agreement of a majority of them and such consent shall be conclusively presumed if any one of them purports to cast the vote for that Unit without protest being made immediately by any of the others to the person presiding over the meeting. Where Owners of a Unit cannot agree to cast their vote by agreement of a majority of them, then no vote shall be cast for that Unit.

Voting may be conducted by mail, postal or email, or hand delivery without a meeting, including by ballot pursuant to the terms of RSA 356-B: 39-a as amended from time to time.

Any voting conducted at an Association Meeting, Annual or Special, or via ballot, may be held open for a period of time of up to sixty (60) days from the date of the meeting or the start of the voting by ballot, after which time if insufficient votes have been acquired, either in person, in writing or by proxy, the vote shall fail, but may be re-presented at any subsequent Association Meeting.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Condominium 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.

4. Annual Meeting. The Annual Meeting of the Association shall be held on a date to be determined by the Board of Directors, which date, if at all practicable, shall be between November 1 and March 1 of the following year. At such Annual Meetings the Owners may transact any business as may properly come before them.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by the Owners of at least five (5) Units owned by different persons or entities as determined by the Board of Directors. The Board may set further conditions for any such Petition, including such items as whether any such signature on a petition need be witnessed or dated. The notice of any Special Meeting shall state the time, date, place and purpose of said meeting. If such notice, to include the time, date, place and purpose of said meeting, is not given within ten (10) days after

delivery of a written request to call the meeting, the Owners requesting the meeting may fix the time, date and place of the meeting and give notice to all other Owners. No business shall be transacted at a Special Meeting except as stated in the notice.

6. Notice of Meeting. Notice of Association Meetings shall be in accord with the provisions of the Condominium Act, as amended from time to time. The Notice shall state the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Unit or at such other address, including an email address, as each Owner may have designated by notice in writing to the Board of Directors.

Notice of the time, place and purpose of any meeting of the members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver of notice of such meeting.

7. Voting Requirements. An Owner shall be deemed to be in good standing and entitled to vote at any Annual or Special Meeting of the Association if, and only if, the Owner shall have fully paid all assessments made or levied and due against the Owner's Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to the Owner and against the Owner's Unit, at least seven (7) days prior to the date fixed for such Annual or Special meeting, or has otherwise entered into, and is complying with, a payment agreement with the Board of Directors. Nothing herein will deny a delinquent Owner from otherwise participating in the meeting.

8. Proxies. The votes pertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of the Condominium Act, and as amended. Proxies may be used to establish a quorum. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner that it be revoked. Revocation shall not affect any vote or act previously taken or authorized. The appearance of a Unit Owner at any Annual or Special Meeting shall void any proxy previously signed by the Owner. Proxies shall not be allowed for meetings of the Board of Directors.

9. Quorum. A quorum shall be established if Owners of at least twenty-five percent (25%) of the Units appear in person or by proxy at any such Association Meeting. If a Unit is owned by more than one person, the appearance by any Owner thereof shall be sufficient to meet the requirement that a Unit Owner from each Unit appear in order for a quorum to exist. Proxies may be used to establish a quorum. Further, regardless of whether an Owner is entitled to vote pursuant to Paragraph 7 herein, the Unit Owner's presence shall be counted for purposes of establishing a quorum.

10. Order of Business. The order of business at all meetings of the Association shall be as follows, unless otherwise changed by the Board of Directors: (a) roll call, (b) recitation of proof of notice of meeting, (c) acceptance of minutes of preceding meeting; (d) reports of Officers; (e) report of Board of Directors; (f) reports of committees; (g) election of Directors; (h) unfinished business; (i) new business, and (j) an open session at which any Owner may raise a matter attesting the Association, any of which may be waived except for (j). A majority of the Board, unless such authority is granted to a sole member, shall determine how best to provide reasonable opportunity for such commentary while still ensuring that adequate time exists to address such Agenda items.

11. Conduct of Meeting. The President, or the President's designee, who shall be a member of the Board of Directors, shall preside over all meetings of the Association, and the Secretary, or the Secretary's designee, who shall be approved by the Board, shall keep the minutes of the meeting and record in a record book or other form as determined by the Board of Directors including electronically or digitally, all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. In the discretion of the Board, Roberts Rules of Order may govern the conduct of all or any portion of meetings of the Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Owners may attend by telephone, video, or other conferencing process so long as the technology at any place where a meeting occurs allows for same and the Board of Directors, in its sole discretion, determines that the cost to make such technology available is appropriate and within the operating budget.

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.

The Board of Directors may opt to provide minutes of the meetings electronically or post them on the Association website in which case Owners shall be informed of the web address.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Responsibilities. The affairs and business of the Condominium shall be managed by a Board of Directors which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium, including the health, safety and welfare of the Owners and occupants of the Property, and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws directed to be exercised and done exclusively by the Association toward these ends,

including waiving or enforcing any provision of the Declaration, Bylaws and/or Rules and Regulations as amended from time to time as it deems appropriate in its sole discretion. The Board of Directors may delegate to one of its members, or to a management company, the authority to act on behalf of the Board of Directors on all matters that might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform and shall be responsible for the following:

A. Preparation and adoption of an annual budget in connection with which there shall be established the assessment of each Owner for the Common Expenses;

B. Making assessments against Owners to defray the Common Expenses for the Association, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for the Owner's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first (1st) day of each month. If payments are made other than by check, and a fee is charged the Association, the Board Directors may assess that fee to the Owner;

C. Providing for the operation, repair, replacement and maintenance of all of the Common Area, including designating, hiring and dismissing the personnel necessary therefor, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and materials to be used by such personnel in the performance of their duties;

D. Making and amending Rules and Regulations providing detail concerning the operation, use and enjoyment of the Property for the health, safety and welfare of the Owners and occupants of the Property and enforcing by means of fines, assessment of costs and other legal means as noted within the provisions of the Declaration, these Bylaws and such Rules and Regulations, and bringing any proceedings which may be instituted on behalf of the Owners and assessing costs caused by and incurred for the benefit of less than all the Owners to the Owners that benefit, pursuant to RSA 356-B:45;

E. Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and establishing the master insurance deductible amount, paying the premium cost thereof and making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

F. Opening of bank accounts and investment accounts on behalf of the Association, borrowing funds and conveying property with the approval of the Owners, and designating signatories required therefor and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners and their duly authorized agents at reasonable times and places as further noted in these Bylaws. All books and records shall be kept in accordance with generally accepted accountings and procedures;

G. Leasing, managing and otherwise dealing with the Common Area or other properties or facilities for which easements or rights are conveyed to the Association;

H. Acquiring loans as approved by a majority of voting interests of those eligible to vote at a duly called Association Meeting;

I. The establishment of committees, standing or temporary. Each such committee shall be limited to making recommendations to and following directives of the Board of Directors. Each committee shall have a member of the Board of Directors as a member, and that individual may also serve as the chairperson of the committees. 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;

J. Terminating an Owner's Common Area privileges and services pursuant to the terms of RSA 356-B: 46, IX as amended from time to time; and

K. Such other things and acts not inconsistent with the Condominium Act and with the Declaration.

2. Managing Agent. The Board of Directors may employ or contract with a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Paragraph 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws. The term of any employment contract for a Manager may not exceed three (3) years and any such employment contract shall provide, *inter alia*, that such agreement may be terminated 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.

The management company shall disclose to the Board of Directors any referral fee it receives or is to receive from any vendor or contractor that works on the Property or with the Board of Directors upon its hiring and as any such referral fee arrangement is made.

3. Number and Qualifications of Directors. The Board of Directors shall be composed of five (5) persons. Each Director shall be an Owner, the spouse of an Owner, the designated person from an ownership entity such as a trust or a limited liability company as designated in writing to the Board of Directors by the trustee or other such member authorized to so designate such a person to act on behalf of the ownership entity, or the holder of a life estate in the Unit. Each Unit may have only one seat on the Board of Directors.

4. Election and Term of Office. The term in office shall be three (3) years. The terms shall be staggered such that two (2) positions are up for election in two (2) consecutive years, and one (1) position is up for election the third year. Each Director shall hold office until the Director's successor has been elected.

No one can serve more than two (2) consecutive terms on the Board of Directors without taking off a one-year term from the Board, unless there are no other candidates for the open seat on the Board.

5. Regular Meetings. At least quarterly the Board of Directors shall hold a meeting of the Board at such time and place as shall be determined by agreement of a majority of the Directors. Notice of same shall be given pursuant to the terms of the Condominium Act. 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.

6. Emergency Meetings. Any member of the Board of Directors may call an emergency meeting of the Board of Directors, pursuant to RSA 356-B: 37-c as amended from time to time. Such notice shall be given personally or by mail, electronic mail, telephone, text or other Internet communication to all other Board members, and such notice shall state the date, time, place and purpose of the meeting.

7. Waiver of Notice. Before or within ten (10) days after any meeting of the Board of Directors, 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 of Directors, in person or electronically, shall be a waiver of notice by the Director 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.

8. Board of Directors Quorum. At all meetings of the Board of Directors a majority of the Directors need appear for a quorum to be established. Proxies are not valid for meetings of the Board of Directors. Members of the Board of Directors may appear by audio and/or video conference.

9. Vacancies. Any vacancy on the Board of Directors shall be filled by a vote of the remaining Director(s) until the expiration of the vacant Director's term of office or until the next Association Meeting, whichever shall occur first, at which time the Owners shall vote for the person to fill the unexpired term of the Director who has resigned, been removed, or who is no longer an Owner.

10. Removal of Directors. A Director may be removed from the Board of Directors only by resignation, by an affirmative vote of two-thirds of the Percentage of Undivided Interest of the Units present in person or by proxy and eligible to vote, at a duly called Association Meeting at which a quorum is present, or by judicial decree.

11. Compensation. No Director shall receive any compensation for acting as such. Nor shall any Director accept anything of value from people providing or proposing to provide services or products to the Association. Directors may, however, be reimbursed for travel and business expenses.

12. Conduct of Meetings. The President, or the President's designee, who shall be a member of the Board of Directors, shall preside over all meetings of the Board, and the Secretary shall keep minutes of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be recorded and stored by the Association. Minutes shall be made available either electronically and/or in hard copy as determined by the Board of Directors.

The Board of Directors may hold meetings of the Board by telephone, digitally, video or other conferencing process as chosen by the Board.

All Owners, including members of the Board of Directors, are expected to act civilly, as determined by the Board of Directors, at every meeting of the Board 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.

13. Report of Board of Directors. The Board of Directors shall present at each Annual Meeting, and when called for by vote of the Association at any Special Meeting of the Association, a full and clear statement of the business and condition of the Association.

14. Fidelity Bonds. The Board of Directors may require that all Directors, Officers, agents (including a Manager), employees and volunteers of the Association handling or responsible for handling funds belonging to or administered by the Association furnish

adequate fidelity bonds. The premiums on such bonds for members of the Association shall constitute a Common Expense. Pursuant to RSA 356-B:35 (II), as amended from time to time, the Board of Directors shall have a fiduciary relationship to members of the Association.

15. Dispensing With Vote. 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 simple majority to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Any actions taken by the Board of Directors outside of a meeting, may be affirmed by majority vote at a duly noticed Board meeting.

16. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon the Director or Officer in connection with any proceeding to which the Director or Officer may be a party or in which the Director or Officer may become involved, by reason of the Owner being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at such time the expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

It is also intended that the liability of any Owner arising out of any contract, action or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such Owner's assessed ownership interest as referenced in Appendix B of the Declaration. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such Owner's assessed ownership interest as referenced in Appendix B of the Declaration.

17. 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 Declaration, Bylaws, and Rules and Regulations concerning the Condominium 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.

18. Licenses and Easements. The Board of Directors on behalf of the Association shall have the power and authority to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property or the Association.

19. Voting. Each member of the Board of Directors is entitled to one vote. All votes shall be weighted equally. Proxies shall not be valid for meetings of the Board of Directors.

20. Enforcement. The Board of Directors is empowered to pass any Rules and Regulations regarding the enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations including, but not limited to, setting fine and fee schedules, towing vehicles, and instituting legal actions, any costs of which shall be deemed assessments for purposes of collection.

21. Audit. At least every fifth year the Board of Directors shall ensure that a financial review or compilation by a certified public accountant is undertaken and completed. A full audit may be undertaken and completed as determined by the Board of Directors or upon a majority vote of eligible voters at an Association Meeting. Each year the question of whether to undertake an Audit shall be placed on the Agenda of the Annual Meeting until an audit is undertaken and completed. Nothing herein shall prevent an Owner at their expense from paying for an audit conducted by a certified public accountant.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and must be members of the Board. A fifth person who is not an officer but is to be treated as one is appointed by the Board to be the designee of the Association to the Moody Point Community Association, Inc. The Board of Directors may appoint such

other officers as in its judgment may be necessary who need not be on the Board of Directors. No person may hold more than one office.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board after the Association's Annual Meeting and shall hold office at the pleasure of the Board. The Board of Directors at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and accept such office. Any officer elected or appointed by the Board of Directors may be removed at any time by vote of a majority of the Board with or without cause.

An Officer is no longer an Officer once the person or the entity the person represents transfers the Owner's interest in a Unit.

4. President. The President shall act as the chief executive officer; the President, or the Vice President in the absence of the President, shall preside at meetings of the Association and at meetings of the Board. The President shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all of the general powers and duties that are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire.

Any of the powers of the President herein may be designated to a management company or any other designee, although the President shall assume final responsibility for all Association actions.

5. Vice President. The Vice President shall perform the functions of the President in the absence or inability of the President.

6. Secretary. The Secretary, or the Secretary's designee, who shall be approved by the Board of Directors, shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in a record book or other form as determined by the Board including electronically, and shall perform like duties for committees when required. The Secretary shall keep such a records repository current and in the Secretary's custody or in the custody of the Secretary's designee, including a management company.

The Secretary shall give, or cause to be given, notice of all meetings of the Association, special meetings of the Board of Directors and meetings of any committees and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary may compile and keep current at the principal office of the Association and/or digitally (i) a complete list of the Owners and their last known post

office addresses; (ii) a complete list of names and addresses of Unit mortgagees; and (iii) copies of the Declaration, Bylaws, Rules and Regulations and policies adopted by the Board of Directors. These lists and documents shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days.

Any of the powers of the Secretary herein may be vested in a management company or other designee of the Board of Directors, although the Secretary shall assume final responsibility for all Association records.

7. Treasurer. The Treasurer, or the Treasurer's designee, who shall be approved by the Board of Directors, shall have the custody of all funds and securities that are now not under the control of the Directors or Manager, if any, and, with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data and shall deposit all money and other valuable effects in such depositories as may be designated by the Board of Directors. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit and the amounts paid and the amounts due on such assessments by each Owner.

The Treasurer shall disburse funds as ordered by the Board of Directors, where possible, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association.

The financial records of the Association shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. No member or affiliated group of members who share a common cause as determined by the Board of Directors shall make such a request or be otherwise entitled to inspect any records of the Association more frequently than every ninety (90) days.

Any of the powers of the Treasurer herein may be vested in a management company or other designee of the Board of Directors, although the Treasurer shall assume final responsibility for all Association records.

8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations may be executed by any Officer of the Association or by such other person or persons as may be designated by the Board of Directors.

9. Compensation of Officers. No Officer shall receive any compensation for acting as such. Nor shall any Officer accept anything of value from people providing or proposing to provide services or products to the Association.

ARTICLE V

OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Assessments Against Owners.

A. Fiscal Year. 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.

B. Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, operation, repair and replacement of the Common Area, including Limited Common Area, and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain and/or repair. Such budget shall also include such reasonable Reserves as further referenced in Paragraph D herein. The said budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Condominium.

The Board of Directors shall present the budget for ratification by the Owners pursuant to the terms of RSA 356-B: 40-c as amended from time to time.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Unit according to each Unit's Percentage of Undivided Interest as shown in Appendix B to the Declaration, and shall be a lien against each Owner's Unit in accordance with the Condominium Act. On or before the first day of each month in each fiscal year, each Owner shall be obligated to ensure payment to the Association at a place designated by the Board of Directors of at least one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. The Board of Directors, in its discretion, may change this period to reflect the wishes of the Association to include pre-payment of sums, quarterly payments or other payment periods as the Board of Directors deems appropriate. Additionally, the Board of Directors shall present such an accounting of the Association at each Annual Meeting.

Each such assessment shall be a lien against each Owner's Unit in accordance with the terms of the Condominium Act.

Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's Percentage of Undivided Interest by crediting same to the next successive installments due from

Owners under the then current fiscal year's budget until exhausted; shall be added to Reserves; or shall be rolled over into the next fiscal year's operating budget.

Notwithstanding anything else to the contrary here or in the Declaration, any Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Area may be specially assessed against the Unit to which that Limited Common Area was assigned at the time such expenses were made or incurred in the discretion of the Board of Directors. This provision shall also apply to the expansion or creation of Limited Common Areas pursuant to RSA 356-B:19, III. If the Limited Common Area involved was assigned at that time to more than one Unit, however, such expenses shall be specially assessed against each such Unit equally unless in the discretion of the Board of Directors the cause of any such maintenance, repair, renovation, restoration, or replacement was caused by the act or neglect of one or more, but less than all, of the Owners, or their tenants, guests, licensees, invitees or occupants of the Units to which the Limited Common Area has been assessed in which case the Board may assess as it deems appropriate.

Further, any Common Expenses benefiting less than all of the Units, or caused by the conduct of less than all those entitled to occupy the same or by their tenants, guests, invitees, licensees, or occupants may be specially assessed against the Units involved in the discretion of the Board of Directors in an amount to be determined by the Board of Directors regardless of any Unit's Percentage of Undivided Interest in a Unit.

D. Reserves. The Board of Directors shall build and maintain both an adequate operating reserve and an adequate capital reserve for contingencies and replacements of the Common Area, which shall be funded by regular monthly payments and Transfer Fees. At the end of each fiscal year all funds accumulated during such year for reserves for contingencies and replacement of the Common Area shall be placed in a separate, interest-bearing bank account, or such other financial account as the Board of Directors determines, segregated from the general operating funds and used only for such purposes.

If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may, at any time, levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on the Owners by a statement in writing giving the amount and reasons therefor and such assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

The Board of Directors may only specially assess either for emergency repairs/safety measures for which the capital reserve account has insufficient funds or to provide sufficient funds pursuant to a long-term capital study commissioned by the Board and which the Association follows. The Reserves may be used for any purpose, including but not limited to legal costs and fees, in the discretion of the Board of Directors.

Further, the Board of Directors shall undertake a Reserve Study conducted by a professional experienced in such matters no less than every five (5) years from the date of the filing of these Bylaws with the Registry of Deeds, create a budget to institute any recommendations contained therein, and abide by any recommendations contained therein. In keeping with this provision, all maintenance contracts approved pursuant to Article V, Paragraph 7 herein, shall show an adherence to the Association's long-term capital improvement plan. The Board of Directors may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the meetings of the Board.

E. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the Owner's allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the payment which is due under this new annual or adjusted budget.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Paragraph 1 of this Article V. No Owner may choose to become exempt from liability for the Owner's contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of the Owner's Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Owner's Unit or other acquiring Owner by virtue of any transfer or other conveyance, but said Owner shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for the Owner's proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; subject, however, to the provisions of Paragraph 3 of this Article V relative to recordable statements of unpaid assessments and Article VI of the Declaration regarding the rights of first mortgagees.

3. Recordable Statement of Unpaid Assessments. Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the

transferring Owner and such acquiring Owner shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Failure to make available such a statement within ten (10) days from receipt of such request by the Board of Directors or Manager, shall extinguish the lien for unpaid assessments. Payment of a fee not exceeding the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such statement.

4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner that remain unpaid for more than seven (7) days from the due date for payment thereof.

5. Uncollectible Assessments. Any assessments that are not collectible due to waiver or limitation by the provisions of Paragraph 3 above, or due to the provisions of Article VI of the Declaration relative to first mortgagees, may be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Association.

6. Payment of Real Estate Taxes. The real estate taxes due to the Town of Newmarket for individual Units along with that Unit's Percentage of Undivided Interest in the Common Area, shall be paid by the Owner directly to the Town when due. Taxes for each Unit are not divisible between the Unit and the Common Area. This section of Article V may not be revised or deleted without the approval or waiver of the appropriate governing authority of the Town of Newmarket.

7. Maintenance and Repair.

A. By the Board of Directors. Except as otherwise provided in Section B below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner) of all of the Common Area, unless otherwise noted in these Bylaws or the Declaration, the cost of which shall be charged to all Owners as a Common Expense.

B. By the Owner. Except as provided in Article VII hereof relating to repair and reconstruction after fire or other casualty, each Owner shall be responsible for the maintenance, repair and replacement, at the Owner's expense, of the Owner's Unit and any part thereof and to keep the Unit in good repair. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Areas, that the Owner's failure to properly inspect and timely maintain, repair or replace same may engender. Further guidance as to maintenance responsibility for Limited Common Areas is in the Declaration. Notwithstanding anything herein it is the Owner's duty to notify the Board of Directors

immediately if any of the actions required hereunder involve any alteration or repairs to the Common Area.

Each Owner shall keep the interior and exterior of the Owner's Unit, to include the Unit's Limited Common Area and its equipment and appurtenances in good order and condition. Should the Board of Directors determine, in its sole discretion, that an Owner has not kept the Owner's Unit in compliance with this section, the Board of Directors shall notify the Owner of its findings and set a date by which the Owner must address and correct the items so noted. If the Owner does not attend to such matters to the satisfaction of the Board of Directors, the Board shall have the right, but not the duty, to make all repairs it deems appropriate and assess the Owner all costs incurred including legal fees, if any.

In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from the Owner's negligence, misuse or neglect or from the Owner's failure to inspect and clean, properly maintain or make any of the repairs required to be made by him in this Section. Each Owner shall perform the Owner's responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board is responsible.

Each Unit Owner shall ensure the interior temperature of their Unit shall not be less than fifty (50) degrees.

C. Maintenance, Repair and Replacement - Quality. All maintenance, repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality as determined by the Board of Directors. Nothing herein shall prohibit the Board of Directors from undertaking upgrades to any existing item for which the Association is responsible. The method of approving payment vouchers for all repairs and replacements undertaken by the Association shall be determined by the Board of Directors.

D. Maintenance, Repair and Replacement – Cost. For projects that may reasonably be determined to cost in excess of $15,000.00 the Board of Directors shall acquire a minimum of two (2) written bids. The Board may diverge from this requirement for good cause shown, the reasons for which must appear in the minutes of the Board's meetings.

8. Additions, Alterations or Improvements by the Association. The Board of Directors shall have the authority to require additions, alterations or improvements regardless of cost subject to the notice and ratification provisions of RSA 356-B: 40-c as amended from time to time. Notwithstanding the foregoing, if, in the opinion of the Board of Directors such additions, alterations, maintenance or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they

jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors. No addition, alteration or improvement shall be made without appropriate permits and approvals by the Town of Newmarket or any of its governmental subdivisions.

9. Additions, Alterations or Improvements by Owners. No Owner shall make any addition, alteration or improvement in or to the Owner's Unit or the Common or Limited Common Area that would affect the structural integrity of the Unit without the prior written consent thereto of the Board of Directors or by a majority of the Units present in person or by proxy and eligible to vote at a duly called Association meeting. No Owner shall paint, decorate or otherwise change the external appearance of the Owner's Unit or Limited Common Area, including the doors and windows, without the prior written consent thereto of the Board of Directors and/or with the consent of those holding a majority of the Percentage of Undivided Interest present in person or by proxy and eligible to vote at a duly called Association meeting.

The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change.

If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only without, however, incurring any liability on the part of the Board of Directors to anyone on account of such addition, alteration or improvement.

The Secretary shall record any necessary amendment to the Declaration to effect such action as provided in Sections 31 and 32 of the Condominium Act. No addition, alteration or improvement shall be made without appropriate permits and approvals by the Town of Newmarket or any of its governmental subdivisions.

All costs for such additions, alterations or improvements including, but not limited to attorney's fees, and new site and/or floor plans, shall be borne by the Unit Owner.

10. Restrictions on Use of Units. To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units and Property. Violation of the following enumerated prohibitions shall not be permitted and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

A. Except as authorized by the Board of Directors, no decorations, advertisements, signs or posters of any kind shall be affixed to a Unit, or placed,

posted in or on Property, including within the Unit, so as to be visible from the outside of a Unit. Awnings are allowed in the rear of each Unit so long as well maintained by the Owner.

B. Except as authorized by the Board of Directors no clothing, laundry, rugs or other objects shall be hung from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view.

C. Pets. As a general rule pets are allowed regardless of whether the pet of an Owner, tenant, guest, invitees, occupant, licensee, or caretaker of the Pet. Each dog and cat must be on a leash or in a cage or carrier when outside the Unit, and may not be tethered. Notwithstanding these conditions, if the Board of Directors determines, in its sole discretion, any animal on the Property has become a nuisance, the Board may notify the Unit Owner that the animal has to be removed. Any such decision of the Board of Directors may be appealed to the Association, but shall remain in effect unless and until overturned by the Owners at a meeting of the Association, which meeting has to be scheduled with all due haste by the Board of Directors. Owners shall immediately pick up and dispose of the solid waste of any pet that relieves itself outside the Unit. Finally, any Owner of a pet or service animal or emotional support animal shall indemnify the Association, its members, Board of Directors and Officers for any damages, personal or property, the pet or the animal causes.

D. No nuisance and/or unlawful 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" 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.

E. Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Property or which would structurally change a building or improvements thereon, except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon written consent of the Board of Directors. Nothing shall be hung from any fire suppression sprinkler piping or head, nor shall the sprinkler head radius be impinged.

F. Unless authorized by the Board of Directors, no Owner, tenant, guest, invitee, occupant or licensee shall direct, supervise or in any manner attempt to assert control over or in any way interfere with any employee, contractor or agent hired by or working on behalf of the Board.

G. No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors and any increase in insurance is to be the financial responsibility of the Unit that has caused the insurance increase. No waste shall be committed or stored in the Common Area unless authorized by the Board of Directors. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

H. Nothing shall be stored on the Common Area, to include the Limited Common Area, without the prior, written consent of the Board of Directors. No RVs, boats, trailers, campers, all-terrain vehicles, snowmobiles or other recreational vehicles, shall be operated and/or stored on the Property without the prior, written permission of the Board of Directors. Motorcycles, motorbikes, motorized bicycles, mopeds, minibikes and other similar motorized two- or three wheeled vehicles, and other vehicles are allowed at the Association unless determined to be a nuisance in the discretion of the Board of Directors.

I. Owners who occupy their Unit or their tenants are entitled to maintain as many registered and operable vehicles as will fit within their parking spaces unless otherwise determined to be a nuisance by the Board of Directors. Unregistered and/or uninspected motor vehicles, trailers, boats and other vehicles are not allowed on the Property without the express, written permission of the Board of Directors and are subject to being towed at the Owner's expense without further notice unless fully contained within the garage.

Parking shall be subject to any such further Rules and Regulations as established by the Board of Directors, and the Board is herein specifically allowed to tow any such vehicle that is in violation of the provisions listed herein and/or any provisions passed by the Board of Directors without further notice to the Unit Owners and/or tenants. The Owner shall be responsible for the cost of said towing. There shall be no renting or leasing of parking spaces other than to those who reside at the Association.

No vehicle maintenance of any kind shall be conducted on the Property unless full contained within a garage.

The Board of Directors is expressly granted the authority to take any action it may need to take, including fining or acquiring a Court Order, to enforce

the provisions herein mentioned. Its remedy is expressly not limited to towing any offending vehicle, but may include towing.

Nothing is allowed to be stored in the parking spaces other than operable vehicles and any other items expressly allowed, in writing, by the Board of Directors.

J. Noise. No Owner, tenant, guest, invitee, occupant or licensee is allowed to create noise, personally or through the use of such items as musical instruments, radios, vehicles, pets, televisions or other sources such that such noise become a nuisance to another Owner, tenant, guest, invitee, occupant or licensee, the determination of which is left to the sole discretion of the Board of Directors.

K. Lighting. Floodlights are allowed but may not be used to cause a nuisance as determined by the Board of Directors.

L. Trash, Refuse, Garbage and Recycling. No one shall place trash, garbage, recyclables or other refuse, to include animal waste, except in any area designated by the Moody Point Community Association, Inc. Board of Directors.

M. Grills. The use of gas or charcoal grills are not permitted within ten (10) feet of any structure. The use of fire pits is not permitted within twenty-five (25) feet of any structure. Electric grills that are UL approved and approved by the New Hampshire Fire Code are allowed on decks and otherwise within feet (10') of any structure.

N. Satellite Dishes. Satellite Dishes are allowed so long as in compliance with the federal Over the Air Reception Devices Act, as amended from time to time, and subject to placement approval by the Board of Directors. The Owner must remove the satellite dish and all accessories and restore the area where it was placed to as near its original condition as possible, unless the new Owner, in writing, a copy of which is provided to Board of Director prior to the closing date, indicates the new Owner wishes to keep the satellite dish and will accept all responsibility for it.

O. Maintenance of Common Area. Only the Board of Directors, except where written permission of the Board has been obtained by a Unit Owner, shall perform improvements, maintenance and landscaping of the Common Area, including Limited Common Area.

Owners may plant flowers and low rise bushes around their Units with prior, written permission of the Board of Directors. The planting of trees or invasive shrugs is not permitted. If the Board determines that the area is not maintained it may either, in its discretion, maintain and assess costs to the unit owner or remove the plantings.

P. Improper Use of Common Area. There shall be no use of Common Area which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the Property.

Q. Children and Guests. Owners, tenants, guests, invitees, occupants and licensees shall be held responsible for the actions of their children and guests on the Property they have invited or allowed on the Property. If occupancy by any tenant, guest, invitee, occupant or licensee creates a nuisance to an Owner or tenant, the Board of Directors shall have the right to require that the offending guest, invitee, occupant or licensee, pet or other animal to leave the Property.

R. Sex Offenders. Neither Tier II, nor Tier III sex offenders as defined by RSA 651-B: 1, as amended from time-to-time, may reside on either a permanent or temporary basis at the Property, which determination of whether such a sex offender is residing at the Property shall be left to the discretion of the Board of Directors. Further, reasonable notice of when and for what duration any Tier II or Tier III sex offender will be on site at the Property must be given to the Board of Directors via letter, text or email. The determination of what reasonable notice is and whether the notice is sufficient shall be left to the Board's discretion. Should someone desire to have a guest, as determined by the Board of Directors, come on the Property who is such a registered sex Offender, the Owner must first receive written permission from the Board of Directors.

S. Internet Use and Security. No Owner, tenant, guest, invitee, occupant or licensee shall access another Owner's, tenant's, guest's, invitee's, occupant's, or licensee's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without express written consent of that person. All such determinations of whether such actions have occurred are left to the discretion of the Board of Directors.

T. Use of Association Name. No Owner is allowed to use the name of the Association or any derivative thereof, as determined, by the Board of Directors, in any social or print media forum without the express written permission of the Board.

U. Dangerous Weapons and Fireworks. In the Common Area, the use and/or discharge of firearms, as defined by New Hampshire law, paint guns, BB guns, archery equipment and other dangerous weapons is prohibited. The use of fireworks is also prohibited.

V. Consent Revocable. Any consent or approval of the Board of Directors or its authorized agent given under these Bylaws shall be revocable with or without cause.

W. Complaints. Complaints of violations of these Bylaws and/or the Declaration and/or the Rules and Regulations must be made to the Board of Directors or its authorized agent in writing, i.e. letter/fax/email. If the Board determines the complaint is justified, it will take whatever action it deems necessary and appropriate. The Board of Directors or its designee will notify the complainant in writing as to what action, if any, has been taken. Any action taken by the Board may be appealed to the Association at the next Association Meeting.

X. Use of the Common Area. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

Y. Video Recording. 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 to embarrass, humiliate, or otherwise create a nuisance, as determined by the Board of Directors.

All determinations as to whether there has been a violation of the terms of the condominium instruments and/or the Rules and Regulations and/or whether any such violation shall be enforced are left to the sole discretion of the Board of Directors. Any such determination of a violation may be appealed in writing by the offending Owner to the Association at the next Association meeting, Annual or Special, which shall be scheduled with all due haste.

11. Right of Access. In addition to the rights of the Board of Directors granted by the Condominium Act to access a Unit, a right of access to each Unit shall exist in favor of the Board of Directors or the Manager, or any other person authorized by the Board for the purpose of making inspections, or for the purpose of correcting any condition originating in a Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or utility services or other Common Area, provided that requests for entry are made in advance upon reasonable notice to the Owner as determined by the Board of Directors. In case of any situation deemed an emergency in the discretion of the Board of Directors, such right of entry shall

be immediate regardless of whether the Owner is present or approves. In the discretion of the Board of Directors, any costs for emergency entry may be assessed to the Unit Owner.

12. Rules and Regulations. Rules and Regulations concerning the operation and use of the Units and the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules and Regulations are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall furnish copies of the Rules and Regulations to each Owner prior to the time when the same shall become effective.

13. Rent Collection Upon Delinquency in Payment of Assessment. The Board of Directors, pursuant to the provisions of RSA 356-B: 46-a, as amended from time-to-time, shall have the authority to collect rent from the tenant of any delinquent unit owner.

ARTICLE VI

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act as amended from time to time, the Board of Directors shall obtain (i) a master casualty policy affording all risk coverage in an amount equal to the full replacement value of the structures within the Property other than the Units; (ii) a master liability policy covering the Association, the Board of Directors, the Officers, the Manager and agents or employees of the foregoing with respect to the Property and all Owners and other persons entitled to occupy any portion of the Property (this shall be deemed to require that the Board obtain what is commonly known as "officers' and directors' liability" insurance coverage); and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions:

A. Property and fire insurance with standard extended coverage endorsement, vandalism and malicious mischief coverage, and any required or acquired flood and quake endorsements insuring all the buildings and all other structures on the Property, including all such portions of the interior of Units as are for insurance purposes normally deemed to constitute part of the Property and customarily covered by such insurance such as:

- Heating and air conditioning, HVAC systems, and other service machinery;
- Any and all foundations, footings, columns, girders, beams, and supports;
- The driveway and parking spaces;

- All exterior walls and roofs, common hallways, corridors, lobbies, entrances and exits, trash rooms, laundry rooms, mechanical rooms, storage rooms, and the like;
- Sidewalks (if any), alleyways, planters, benches, walkways, stairways, steps, ramps, and any railings relating thereto;
- All interior walls and ceilings (including all of the boundary walls of the Unit and all of the interior non-boundary walls contained within a Unit) and including, ceiling and wall studs, plaster, wall board, sheet rock, brick, and other materials comprising any wall and/or ceiling, and including any and all finished wall surfaces, finished ceilings and finished floor surfaces (whether said walls surfaces, ceilings, and floor surfaces are inside or outside the boundaries of Unit), and including any and all permanently affixed wall to wall floor coverings, including tile, hard wood and vinyl, linoleum, permanently affixed wall to wall rugs;
- All electrical and plumbing systems, including pipes, conduits, chutes, ducts, wires, meters, fixtures, lighting, waste removal systems, utility service systems, security systems, alarms, equipment, apparatus, panels, sprinklers;
- All security, electronic, cable, telephone, telephone and data transmission equipment and systems, and antennas, transmitters, networks, and wiring which serve more than one Unit, serve the Association Common Area, and/or which serve one Unit but are considered part of the building and which are not customarily considered for insurance purposes as part of the Unit Owner's or Occupant's "Contents";
- Insulation, trim, doors, door locks, door trim, windows, window glass, window locks and trim, and skylights, excluding however, insurance coverage for any shades, blinds, and window treatments, and coverings serving only one Unit, or installed by the Unit Owner or its Occupant, and which would be customarily considered for insurance purposes as part of the Unit Owner's or Occupant's "Contents," which shall be each individual Unit Owner's or Occupant's responsibility to insure under its "Contents" insurance policy;
- Heating devices, including all chimneys and flues;
- Bathrooms and kitchen cabinets and fixtures, including all appliances, mirrors, plumbing fixtures and the like which are affixed to the building, and heating and lighting fixtures;
- Personal property and equipment relating to Common Area and Limited Common Area lobbies, hallways, trash room, janitor closets, and mechanical rooms, including without limitation, trash equipment, artwork, planters, mirrors, locks, furnishings;
- Improvements which have been installed or shall be in the future installed by the Board of Directors or its agent; and

- Improvements or upgrades of like, kind and quality installed or to be installed in the future by individual Unit Owners and notice of same has been provided in writing to the Board of Directors as further noted, *infra*.

B. Public liability insurance in such amounts as the Board of Directors may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars ($1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Paragraph 1 above against any liability to anyone and with cross liability coverage with respect to liability claims of anyone insured thereunder against others insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit.

C. A master or blanket policy of property insurance covering all the general Common Area and Limited Common Area, including fixtures and building service equipment to the extent that they are part of the Common Area of the Association, as well as common personal property and supplies, and other common personal property belonging to the Association. The policy shall be in an amount equal to One Hundred Percent (100%) current replacement cost including building code upgrades. The name of the insured under such policies shall be "The Ridge at Moody Point Condominium Association." The loss shall be payable to such Association as trustee for each Owner and each such Owner's mortgagee, if any. Each Owner and such Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

D. Workers compensation insurance as required by law.

E. Such other insurance as the Board of Directors may determine.

2. General Insurance Provisions.

A. The Board of Directors shall deal with the insurer or insurance agent in connection with the filing and adjusting of all claims covered by insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium and shall make any necessary changes in the policies provided for under Paragraph 1 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policies) in order to meet the coverage requirements of said Paragraph 1.

B. The Board of Directors shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (i)

shall contain waivers of subrogation by agents, members of the Board of Directors, the Officers, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has no control; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall not be cancelled without notice to all of the insureds thereunder and all mortgagees of Units in the Association; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

3. Individual Policies.

A. Each Owner shall obtain at the Owner's expense additional insurance (including, without limitation, a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Paragraph 1 above) commonly called an HO-6 policy. Such insurance should contain the same waiver of subrogation provisions as that set forth in Paragraph 2(B) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Paragraph 1 above and each Owner hereby assigns to the Board, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Board of Directors.

B. Each Owner shall obtain at the Owner's expense, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Homeowner's Policy", or its equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Owner's Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like and which shall also cover the Association's Master Policy deductible as noticed by the Board of Directors to the Owners annually. Any such insurance shall cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to the Owner's Unit that are not reported to the Board of Directors.

It is advised that all Owners who rent their Unit acquire a loss of rent policy for a period of two (2) years and a loss of use policy, as such matters are not covered by the Association.

C. In addition to the other requirements of law, or requirements imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of any improvements to a Unit, shall, for insurance purposes, notify the Board of Directors of all proposed improvements to the Owner's Unit (except personal property other than fixtures) in excess of $15,000.00. The Owner shall also notify the insurer under any policy obtained pursuant to Paragraph 1 hereof, of any such improvements.

D. Unless an Owner names the Association as an additional insured on the policy, each Owner shall forward a copy of their insurance certificate for the Owner's Unit within thirty (30) days of purchasing their Unit or the effective date of this provision to the Board of Directors.

Each such certificate must include either a statement from the insurer or a copy of a cancelled check from the Owner indicating that the policy is paid in full and/or current.

Each such certificate must contain the expiration date.

No such policy may be cancelled without thirty (30) days prior written notice to the Board of Directors.

Each such insurance policy must provide coverage for the Unit as outlined in the Declaration and Bylaws.

It shall be the Owner's responsibility to provide proof of an updated insurance policy each year to the Board of Directors within thirty (30) days of the date of expiration on the then-current policy.

Failure to provide the requested information may result in the levying of a fine of up to $1,000.00 by the Board of Directors and may result in the Board purchasing a policy for the unit and assessing to the Unit the cost for same.

All costs to enforce this rule, including but not limited to, attorney's fees, court costs, insurance costs, shall be assessed to and borne by the Unit.

4. Notice to Owners. When any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein, or in such initial policies or termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall be sent to all Owners of record at the address of their respective Units, including at an email address, and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary or Manager.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

A. Common and Limited Common Areas. If the damage is to a Common and/or a Limited Common Area, the damaged property shall be reconstructed or repaired.

B. Units. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and the Master Policy does not provide coverage, then the Unit Owner shall be responsible for and pay the cost of such reconstruction and repair after the casualty. In all other instances, the responsibility and cost of such reconstruction and repair after the casualty shall be that of the Association.

C. Building. If the damaged portion of the Property is to a structure that is the responsibility of the Association, including, but not limited to, a Unit or a Unit's Limited Common Area, the damaged property shall be reconstructed or repaired unless with sixty (60) days after the casualty, the Owners and the eligible mortgage holders vote, at a meeting duly called, not to reconstruct the destroyed building, Unit or Units and decide to terminate the Condominium in accordance with New Hampshire RSA 356-B: 34. In the event of any such termination of the Condominium, the insurance proceeds shall be held as a fund for the benefit of the Owners of Units that are not reconstructed and their mortgagees, as their interest shall appear. Such fund shall be paid to the affected Unit Owners, and/or to their mortgagees, pro-rata based upon the proportion of the percentage of the undivided interest held by each affected Unit, as it bears to the total undivided interest of all affected Units. In the event of any such termination of the Association, the Board of Directors shall cause instruments of termination to be drawn for and executed by the Unit Owners, as required by RSA 356-B:34, and shall record the same at the Rockingham County Registry of Deeds. Such termination shall in all other aspects conform to that section or other applicable sections of the Condominium Act, and the profit or loss of the Association for damages to the Common Area shall be determined and assessed to or distributed to the remaining Owners in accordance with New Hampshire RSA 356-B:34.

D. Certificate. Any mortgagee may rely upon a certificate of the Association made by its President and Secretary to determine whether the damaged property is to be reconstructed or repaired.

2. Procedure for Reconstruction and Repair.

A. If the Board of Directors determines pursuant to the provisions of Article VII, Paragraph 1 hereof that the Common Area shall be reconstructed or repaired, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board of Directors shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates.

B. If the proceeds of insurance, paid to the Board of Directors as trustee for the Owners and their mortgagees pursuant to Paragraph 1 of Article VI hereof, are not sufficient to defray completion of reconstruction and repair, to include the Association's insurance deductible, or upon completion of construction and repair the funds for the payment of the costs thereof are insufficient, and in the Board's determination, which may be based upon information provided by the carrier, the cause of the damage is not attributable to the actions of one or more Owners, then assessments in sufficient additional amounts to provide payment of such costs shall be made against all Units equally.

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 in proportion to the cost of reconstruction and repair of the Unit as well any affected Common Area as determined by the Board of Directors.

If all or any portion of such assessments are not available to the Board of Directors prior to the time that the amounts thereof are needed to provide payment of such costs, the Board of Directors may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Article XI of these Bylaws.

If there are funds left over from an insurance claim, the Board of Directors may, in its discretion, place any excess funds into the Association's Reserve Account or return any such proceeds to each Owner based upon each Unit's Percentage of Undivided Interest in the Association as further detailed in Appendix B to the Declaration.

C. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged property was originally constructed or most recently renovated.

D. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. Assessments (Deductibles): Unit Owners who have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Board of Directors, said deductible within thirty (30) days of the billing invoice or notice, or upon the Board's discretion, any such deductible contribution from the Owner may be deducted from any insurance proceeds payments made by the insurer and/or the Board to the Owner. If allowed, the Owner may seek reimbursement of any such payments from their individual Unit insurance policies.

4. Disbursements of Construction Funds.

A. The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund from which the Board shall disburse payment of the cost of reconstruction and repair.

B. The construction fund shall be paid by the Board of Directors in appropriate progress payments to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction as are designated by the Board of Directors.

C. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in accordance with their respective Interests or shall be retained by the Association, as the Board of Directors determines.

D. When the damage is to both Common Area and one or more Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area, second to the Limited Common Area, and the balance to the cost of repairing the Units.

ARTICLE VIII

SALES AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to the Owner's Unit without including therein the Undivided Percentage of Interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect such title or one or more of such interests, without including such title or one or more of such interests, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the Undivided Percentage of Interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of that interest without the Unit to which appertains shall be void.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise the Owner's Unit unless and until the Owner's (or the Owner's personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board with respect to the Unit and shall have satisfied all unpaid liens with respect to the Owner's Unit, except mortgages. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage or deed in lieu of such foreclosure.

In the event that the Unit is subject to outstanding assessments previously levied against such Unit and the acquiring Owner or the transferring Owner requests a recordable statement pursuant to Paragraph 3 of Article V, the statement shall expressly state any waiver of or failure or refusal to exercise the right of the Association to prevent the disposition of such Unit, in any case where such waiver, failure or refusal may exist. Failure or refusal to furnish such a statement as provided in said Paragraph 3 shall not only constitute a waiver of such assessment, but will also make the above-mentioned prohibition inapplicable to any such disposition of the Unit.

ARTICLE IX

AMENDMENT TO BYLAWS

Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended by the procedure set forth in Article III of the Declaration. No such Amendment shall be effective unless and until it is filed with the Rockingham County Registry of Deeds.

ARTICLE X

NOTICE

1. Manner of Notice. Except as otherwise provided in the Declaration and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under the Declaration, these Bylaws, or the Rules and Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States first class mail, postage pre-paid (i) if to an Owner, at the address of the Owner's Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, including an email address, or (ii) if to the Association, the Board of Directors or the Manager, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act, the Declaration or of these Bylaws, a waiver thereof, in writing, to include electronic writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XI

COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by and shall comply with all of the terms of the Declaration, these Bylaws and the Rules and Regulations and any amendments of the same. A default by an Owner of any of the provisions of said Declaration, Bylaws and/or Rules and Regulations shall entitle the Association, acting through the Board of Directors or the Manager, to the following relief:

A. Fines. 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 the Declaration, these Bylaws or the Rules and Regulations 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 Declaration, Bylaws or Rules and Regulations 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 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 Declaration, Bylaws and/or Rules and Regulations may be assessed to the Unit Owner.

B. Inspection Rights. In addition to rights of entry given to the Board of Directors by the terms of the Condominium Act, the Board of Directors shall have the right, but not the obligation, to make annual inspections of such items as, hot water systems, heating systems, chimneys and any other systems that provide services to a Unit and/or the Association, and any other portions of the Units it deems necessary in its discretion, and if it finds that maintenance, repair and/or replacement is required, the Board may perform or cause to be performed same unless such Unit Owner, within five (5) days, or some other agreed upon period of time, after receiving notice of such default by the Board, cures such default, to the satisfaction of the Board of Directors, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter repairs to completion, with due diligence, the curing of such default.

C. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or, if appropriate, by any aggrieved Owner.

D. Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the act, neglect or carelessness of the Owner, any member of the Owner's family or the Owner's tenants, guests, invitees, occupants or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

E. No Waiver of Rights. The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration,

these Bylaws, or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity.

F. Interest. In the event of a default by an Owner against him for the imposition of any fine, fee, late payment or expense which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest on the amount due at the rate of eighteen percent (18%) per annum, from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in an amount to be set by the Board of Directors on any amount so overdue if any such properly assessed fees, fines and/or assessments are not received within fifteen (15) days of the date due. The Unit Owner is also subject to the said interest on any unpaid late payment charge if the late payment charge is not paid within fifteen (15) days after imposition of the late payment charge.

G. Late Fees. Any fee that is not paid within thirty (30) days of the date due shall be subject to a late fee of $100.00. This fee is subject to interest and is to be considered a delinquency subject to collection as if it were a delinquent assessment.

H. Abatement and Enjoinment of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any of the provisions of these Bylaws contained herein or the breach of any provision of the Declaration shall give the Board of Directors or the Manager, in addition to any other rights set forth in these Bylaws, the following rights:

a. to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof;
b. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or
c. to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

All of the items listed herein are to be considered a Common Expense assessed to the Unit

I. Costs and Fees. In any action, pursuant to RSA 356-B: 15, as amended from time to time, the prevailing party shall be entitled to reimbursement of the reasonable costs and reasonable attorney's fees incurred in the action in the discretion of the Court. Notwithstanding this provision, all attorney's fees incurred in a collection case shall be paid by the delinquent Owner.

J. Except as otherwise noted herein, all payments made to the Association on any Owner account shall be applied in the following order of priority:

a. Interest
b. Late fees
c. Fines
d. Costs and fees
e. Special assessments (when such a payment is made, it shall be credited, if due in installments, from most delinquent installment to least delinquent installment)
f. Regular assessments (payments shall be credited from the most delinquent assessment to the least delinquent assessment)

2. Lien for Assessments.

A. The total annual assessment of each Owner for the Common Expenses including any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Owner as provided in the Condominium Act (including, without limitation, the priority provisions set forth in Section 46 thereof) which lien shall be effective when perfected in accordance with said Act.

B. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for seven (7) days after written notice of such default has been sent to the Owner, the Board of Directors may then choose to call forward, on a continuing basis, six (6) months of condominium fees owed, including any special assessments due during this period of time for up to one year after any delinquency. Should this six-month period extend into the next fiscal year, and the budget for such fiscal year not be yet adopted by the Board of Directors, the installment fees due shall be in the same amount as fees in the current fiscal year.

C. Any lien for assessments and/or other Common Expenses shall include, but not be limited to, interest, late charges, costs and attorney's fees as provided in Paragraph A of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors acting on behalf of the Association. Should the Association foreclose in this manner the

Owner shall be required to pay a reasonable rental for the Unit as assessed by the Board, unless and until the Unit is further sold either by foreclosure of an entity having higher priority than the Association or by judicial decree.

D. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XII

RESALE BY OWNER

1. In the event of any resale of a Unit or of any interest therein by any Owner, the prospective Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following information as required by RSA 356-B:58 of the Condominium Act as amended from time to time.

(a) Appropriate statements pursuant to RSA 356-B:46, VIII and, if applicable, RSA 356-B:47;
(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years;
(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors;
(d) A copy of the income statement and balance sheet of the unit owners' association for the last fiscal year for which such statement is available;
(e) A statement of the status of any pending suits or judgments in which the unit owners' association is a party defendant;
(f) A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and what additional insurance coverage would normally be secured by each individual unit owner; and
(g) A statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the condominium instruments.
(h) A copy of the condominium declaration, by-laws, and any formal rules of the association.
(i) A statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

2. Unit Ownership Transfer Fee. Upon the transfer or sale of any Unit to anyone or any entity not related by blood or affinity to the Owner, the buyer of said Unit shall be

assessed a sum equal to two (2) months of condominium fees as a contribution to the Association's capital reserve fund. This assessment is to be collected at closing by the selling or conveying party or the Owner's agent and is to be delivered to the Association through its Board of Directors or management company within five (5) days of recording of the Deed. The Association shall not be required to return, rebate or credit this transfer fee to any seller, buyer or owner of a Unit.

Any mortgagee who obtains title to a Unit, for any duration, as a result of a foreclosure, deed in lieu of foreclosure, or any other method, shall pay to the Association all fees as required by New Hampshire law. Failure to pay this fee shall subject the mortgagee to all costs connected in any way to the collection of this fee.

3. Any mortgagee or other purchaser of a Unit who obtains title to the Unit as a result of foreclosure of a mortgage, deed in lieu of foreclosure, or any other method, shall be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to each Unit by such acquirer. This provision recognizes the provisions of RSA 479 as it relates to the discharge of any encumbrance, such as a Memorandum of Lien, filed against the Unit by the Association, but also recognizes that any such debt is owed the Association under theories including, but not limited to, Unjust Enrichment and Quantum Meruit.

ARTICLE XIII

COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act.

2. Severability. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. Waiver. No provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of breaches which may occur.

4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

These amended and restated Declaration and Bylaws were executed this 29th day of September 2025 by:

Edward Milliken, President
The Ridge at Moody Point Condominium Association

These amended and restated Declaration and Bylaws were executed this 29TH day of SEPTEMBER 2025 by:

Daniel Crowley, Treasurer
The Ridge at Moody Point Condominium Association

CERTIFICATION OF THE SECRETARY

I, Dennis Duquette, Secretary of The Ridge at Moody Point Condominium Association, do hereby certify that the above restated and amended Declaration and Bylaws were approved by Owners and that said vote complied with the requirements of The Ridge at Moody Point Condominium Association Declaration and Bylaws and the New Hampshire Condominium Act.

Date: 9/29/2025

Dennis Duquette, Secretary
The Ridge at Moody Point Condominium Association

25031084 09/18/2025 09:55:28 AM
Book 6649 Page 2044 Page 1 of 5
Register of Deeds, Rockingham County

RECORDING 26.00
SURCHARGE 2.00

DocId:20384098
Tx:40990562

Return to:
Ducharme Law, P.L.L.C.
72 Portsmouth Avenue, Suite 101
Stratham, NH 03885

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.

The Proposed Ridge Budget 2026 Operating Account Income Statement

	2026 Worksheet Budget	2025 Approved Yr Budget	Estimated Year Dec 2025	2024 Actual
Monthly Condo Fee	$750	$650	$650	$650
# of Paying Units	26	26	26	26
2025 80 % Oper. $520 & 20% Res. $130				
2026 75 % Oper. $560 & 25% Res. $190				
OPERATING INCOME				
Gross Condo Fees	$ 234,000	$ 202,800	$ 202,800	$ 202,800
Reserve condo Fees (20%) 2026 25%	$ 59,280	$ 40,560	$ 40,560	$ 40,560
Net Condo Operating Income (80%) 2026 75%	$ 174,720	$ 162,240	$ 162,240	$ 162,240
Late Fees	$ -	$ -	$ -	$ 7
TOTAL OPERATING INCOME	$ 174,720	$ 162,240	$ 162,240	$ 162,247
Operating Expenses				
GENERAL & ADMINISTRATIVE EXPENSES				
Insurance	$ 40,000	$ 36,340	$ 36,700	$ 32,892
Management Fee	$ 15,339	$ 14,892	$ 14,895	$ 14,461
Legal / Accounting	$ 2,000	$ 4,000	$ 12,395	$ 1,582
Administrative/Misc	$ 700	$ 700	$ 755	$ 3,753
TOTAL GENERAL & ADMINISTRATIVE EXP.	$ 58,039	$ 55,932	$ 64,745	$ 52,688
BUILDING MAINTENANCE & GROUNDS EXP.				
Landscaping and snow removal	$ 52,046	$ 50,542	$ 50,451	$ 48,772
Landscaping Discretionary	$ 25,000	$ 20,000	$ 16,042	$ 13,706
Repairs,Painting & Maint.	$ 37,700	$ 32,000	$ 41,751	$ 24,800
Chimneys/Dry Vent Cleaning Expense	$ 5,000	$ 5,000	$ -	$ 3,250
Chimneys/Dry Vent Cleaning Income Contra	$ (5,000)	$ (5,000)	$ -	$ (3,250)
Pest Control	$ 1,500	$ 1,500	$ 1,226	$ 839
TOTAL BLDG.MNT. & GROUND EXP.	$ 116,246	$ 104,042	$ 109,470	$ 88,117
Total Operating Expenses	$ 174,285	$ 159,974	$ 174,215	$ 140,805
NET OPERATING INCOME	$ 435	$ 2,266	$ (11,975)	$ 21,442
OPERATING EXPENSES BREAKDOWN				
Total Operating Expenses/26(PER UNIT)	$ 6,703	$ 6,153	$ 6,701	$ 5,416
Total Monthly Operating Expenses	$ 559	$ 513	$ 558	$ 451
GENERAL & ADMINISTRATIVE EXPENSES	$ 186	$ 179	$ 207	$ 169
BUILDING MAINTENANCE & GROUNDS EXP.	$ 373	$ 334	$ 351	$ 282
ACT. CONDO FEES FOR OPERATIONS	$ 560	$ 520	$ 520	$ 520

The Proposed Ridge Budget 2026 Reserve Account Income Statement

	2026 Worksheet Budget	2025 Approved Yr Budget	Estimated Year Dec 2025	2024 Actual
RESERVE CONDO FEE INCOME	$ 59,280	$ 40,560	$ 40,560	$ 40,560
Interest on Reserve Account/Sweep	$ 900	$ 5,000	$ 2,116	$ 4,739
TOTAL RESERVE INCOME	$ 60,180	$ 45,560	$ 42,676	$ 45,299
Reserve Expenses				
Bank Service Charge	$ 2,400	$ 2,125	$ 2,304	$ 2,127
Chimney Chase Cover Repair/Replace	$ -	$ -	$ -	$ 6,250
Asphalt Replacement	$ 36,000	$ 3,000	$ -	$ -
Roof Replacement	$ -	$ 47,000	$ 78,000	$ -
Gutters & Downspouts	$ -	$ -	$ -	$ 23,475
Deck Replacement	$ -	$ -	$ -	$ -
Walkway Refurbishment	$ -	$ -	$ -	$ -
Painting	$ 35,741	$ 15,000	$ 10,400	$ 26,214
Transfer to Operating	$ -	$ 4,500	$ 4,500	$ -
Greenstone Project Fee	$ 3,587	$ 2,350	$ 4,420	$ 581
TOTALRESERVE EXPENSES	$ 77,728	$ 73,975	$ 99,624	$ 58,647
RESERVE NET INCOME	$ (17,548)	$ (28,415)	$ (56,948)	$ (13,348)
TOTAL NET INCOME	$ (17,113)	$ (26,149)	$ (68,923)	$ 8,094
RESERVE ACCOUNT RECONCILIATION				
Reserve Account Beginning Balance	$ 41,670	$ 100,827	$ 98,618	$ 99,946
SPECIAL ASSESSMENT $2,000 PER UNIT	$ 52,000	$ -	$ -	$ -
RESERVE INCOME	$ 60,180	$ 45,560	$ 42,676	$ 45,299
NET RESERVES TRANSFERS	$ -	$ -	$ -	$ 3,926
RESERVE EXPENSES	$ 77,728	$ 73,975	$ 99,624	$ 58,647
NET INCOME TRANSFER FROM OPERATIONS	$ -	$ -	$ -	$ 8,094
TOTAL RESERVE ACCOUNT BALANCE	$ 76,122	$ 73,975	$ 41,670	$ 98,618
BANK ACCOUNTS ESTIMATED			$ 46,022	
MMA Reserve			$ 17,407	
Reserve Account			$ 24,263	
TOTAL RESERVE ACCOUNT			$ 41,670	
Operating Account			$ 28,236	
Total Bank Accounts			$ 69,906	
Operating Account			$ 28,236	
Accounts Receivable 09/30/25			$ (11,996)	
Adjusted Operating Account Balance 12/31/25			$ 16,240	
Annual Operating Fees $650X26			$ 16,900	
			96.1%	

The Ridge December 31, 2024 Income Statement Amended					
					Comments
	2024 Approved Budget	Actual Mth Dec 2024	Actuals (Year 12-31-2024)	12 month forecast	
Monthly Condo Fee	$650				$650 monthly fee
# of Paying Units	26				
Operating Account					
Operating Income					
Condo Fees	$202,800	**$16,900**	**$202,800**	$202,800	
Chargebacks	$5,000	$0	**$3,250**	$3,250	
Late Fees	$0	$0	**$7**	$7	
Total Operating Income	$207,800	$16,900	**$206,057**	**$206,057**	
Operating Expenses					**Notes**
Insurance	$31,600	**$2,502**	**$32,892**	$31,866	New policies downpayment
Management Fee	$14,461	**$1,205**	**$14,461**	$14,461	Per annual contract
Landscaping and snow removal	$49,586	**$4,055**	**$48,772**	$48,826	New contract effective 5/1
Landscaping Discretionary	$20,000	$0	**$13,706**	$22,500	Seacoast Turf Weed Tx
Repairs & Maint.	$30,000	**$10,551**	**$16,825**	$19,000	Got Gutters Invoice 11/22
Repairs & Maint. - Painting	$7,000	$0	**$7,975**	$8,000	
Pest Control	$1,500	**$199**	**$839**	$1,500	
Chimneys/Dry Vent Cleaning	$5,000	$0	**$3,250**	$3,250	
Legal / Accounting	$2,500	**$300**	**$1,582**	$2,500	
Administrative/Misc	$500	**$2,799**	**$3,753**	$3,250	Greenstone charge extra Board mtg/bank service charge ($177 coded incorrectly A/C 6022 Admin /Misc moved to Reserve Expense)
Contribution to Reserve Account	$40,560	**$3,380**	**$40,560**	$50,560	
Total Operating Expenses	$202,707	$24,991	$184,615	$205,713	
Net Operating Account Fund	$5,093	($8,091)	$21,442	$344	
Reserve Account					
Beginning Balance	$63,462	$87,008	$99,946	$99,946	
Contribution Operating/Other Income	$40,560	**$3,380**	**$40,560**	$50,560	
Transfers	$0	$0	$21,350	$21,350	Greenstone payments out of operating account
Interest on Reserve Account/Sweep	$2,300	**$313**	**$4,739**	$5,040	Investment Income
Total Reserve Balance prior to Expenses	$106,322	$90,701	$166,595	$176,896	
Reserve Expenses					
Bank Service Charge	$0	**$177**	**$2,127**	$ 2,125.00	Sweep account fees increased $177 for miscoding of Bank fees from A/C 6022
Chimney Chase Cover Repair/Replace	$0	$0	**$6,250**	$6,250	
Asphalt Overlay - Replacement/Repair	$3,000			$0	
Roof Replacement	$0	$0	$0	$0	
Gutters & Downspouts	$10,000	$0	**$23,475**	$23,475	Top Roofers 230-232
Deck Replacement	$0			$0	
Walkway Refurbishment	$0			$0	
Painting	$15,000	$0	**$26,214**	$26,214	Certa Pro #221, 229/231
Transfer to Operating	$0	$0	**$17,424**	$17,424	Greenstone checks written from wrong account-transfer to operating
Greenstone Project Fee	$0	$0	**$581**	$581	5% per contract-gutters 226-227
Total Reserve Expenses	$28,000	$177	$76,071	$76,069	
Reserve Balance	$78,322	**$90,524**	**$90,524**	$100,827	Projected Reserve Account Balance at end of year

PROPOSED CAPITAL IMPROVEMENT PROJECTS ON THE RIDGE 2026-2031

PAINTING

2026		2027		2028		2029		2030		2031
Units		Units				Units		Units		Units
214-216		219-220		none		230-232		211-213		233-235
217 and garage		224-225				236		228		
222-223		226-227								

Previously completed painting: 2024: Units 221, 229, 231 and 2025: Unit 237

DRIVEWAYS

2026		2027		2028		2029
Units		Units		Units		Units
221-223		227, 229, 230		213-220		211-212
224-226		231, 232-234				235-236
228						237

LIGHT POSTS

The Light Post replacement project will be completed over the next three years.

MOODY POINT COMMUNITY ASSOCIATION ANNUAL MEETING
NOVEMBER 1, 2025 - DRAFT MINUTES

Board Members present:
- Cindy Hibert, Member at Large, President
- Barb Belak, Hill
- Mary Cady, Ridge
- Lloyd Hamm, Lubberland Creek
- Trish Simon Waterfront

Unable to Attend
- Mike Ferrara, Member at Large, Vice-President
- Pete Harmon, Meadow

Non-voting officers:
- Skip Sherman, Treasurer
- Martha Saitta, Secretary

Committees:
- Roger Cady, Water Systems Committee (WSC)
- Sara Meade, Community Life Committee (CLC)
- Trish Simon, Environmental Committee (EC)
- Val Shelton, Stormwater Management Committee (SWMC)
- Cindy Hibert for Mike Ferrara, Website Task Force

Property Management:
- Ryan Griffin, Greenstone Management

1. Introduction

- A quorum was reached: 85% of the membership present either in person or by proxy.
- Cindy called the meeting to order at 9:02 am.
- Cindy welcomed new members to the community: Hazel Molin, Chuck Zerbinopoulos, Dave and Jessica Michelsen, Jeanie and Tom Loeb, Lisa and John Sundean, Bryant Lee and Holly Mackey, Michael and Donna Ragan.
- Cindy reviewed the structure of the MPCA Board, which includes one representative from each sub-association: Barb Belak (Hill), Mary Cady (Ridge), Pete Harmon (Meadow), Lloyd Hamm (Lubberland Creek) and Trish Simon (Waterfront), along with two at-large members, currently Cindy Hibert and Mike Ferrara. She noted that voting will take place today to fill both at-large positions. Cindy is stepping down, leaving a vacancy for a 2-year term, and Mike Ferrara's 3-year term has concluded.
- Cindy thanked Val and volunteers (Susan Kennedy, MJ McCauley, Ed Milliken and Rich Musacchio) for running the sign-in and proxy registration process, Boyd for running the Zoom session, Sara and the CLC (including the at-large members) for

providing breakfast, Ryan for all he and Greenstone management has done for the community, Martha for being the board secretary, all the committee leads - Sara (CLC), Trish (EC), Val (SWMC), Roger (WSC), and all the Board members she has worked with (including Dick Stone, previously Meadow). She stated that it has been a wonderful board that worked well together and accomplished a lot.
- Cindy handed over leadership of the meeting to Trish Simon and Lloyd Hamm.

Welcome from Lloyd and Trish
- Lloyd thanked everyone for coming and expressed his hope for a quick, friendly meeting and for everyone to leave in high spirits, encouraged about the community's direction in the coming year.
- Voting: Val explained the voting system and use of white/yellow cards and paper ballot.
- Lloyd noted that the agenda had been changed to allow the ballots to be counted while the meeting proceeds with committee reports.

2. Approval of Minutes

a. Trish called for a motion to approve the minutes of last year's annual meeting. **Motion**: Roger Cady (Ridge) moved to approve the MPCA Annual Meeting November 2, 2024 minutes. Seconded by Cindy Hibert (Ridge). Motion passed.
b. Trish called for a motion to approve the minutes of the July 22, 2025 Special meeting. **Motion**: Cindy Hibert (Ridge) moved to approve the MPCA Special Meeting, July 22, 2025 minutes. Seconded by John Sundean (Waterfront).

Correction: Ginger Kraus (Hill) asked for the spelling of her name to be corrected.

Discussion: Deb Smith (Meadow) and Ginger Kraus (Hill) raised questions regarding a potential omission and the validity of one of the concluding paragraphs.

Motion: Deb Smith (Meadow) moved to strike the third-to-last bullet point from the minutes, which read: "Approval of the Amendments to the Bylaws requires a 2/3 affirmative vote by MPCA members, which would be a minimum of 68 yes votes. Having not accomplished this at this meeting, the Board will deliver a ballot with the amended Amendments to those members who did not vote, with the goal of obtaining close to 100% member participation and a minimum of 5 yes votes, passing the Amendments as amended."
The motion was seconded by Ginger Kraus (Hill). The motion failed to pass.

Cindy Hibert (Ridge) noted that this had been stated at the meeting.

A vote was then called on the original motion to approve the minutes. Motion passed.

3. Motions to Elect New Members at Large

a. Trish opened the voting for the Member at Large, 3-year term.

- Trish announced the two nominees: Mike Ferrara and Emily Becall. (See posted bios.)
- Trish asked if there were any nominations from the floor. There were none.
- Trish asked the nominees (in alpha order) to say a few words:
  - Emily Bacall discussed her history at Moody Point and her concern regarding the recent changes in atmosphere. She discussed her background and leadership roles. She would like to restore transparency in the Board processes and would be honored to represent the community on the MPCA Board.
  - Linda Ferrara spoke on behalf of Mike who was unable to attend. She spoke to Mike's ability to connect with people and open lines of communication, commenting that he is a good listener and is able to admit when he is wrong.
- Lloyd called for members to vote by marking their ballots.

b. Member at Large 2-year term

- Trish announced the two nominees: Gordy Rehnborg and Laura Mills. (See posted bios).
- Trish asked the two nominees to say a few words:
  - Laura Mills said she was grateful to be part of this community. She appreciates the people and neighbors of Moody Point. She believes strong communities are built on trust and participation and requires space for open dialogue, communication and collaboration. She would create space for voices to be heard.
  - Gordy Rehnborg reviewed his broad experience serving on various boards, both at Moody Point and elsewhere. He commented on the history of friendliness in the neighborhood and the more recent problems with community members threatening to sue other community members, Board members and the MPCA Board. He stated that Mike Ferrara has a plan to help calm and restore the community and expressed his desire to assist in implementing that plan.
- Trish asked if there were any nominations from the floor. There were none.
- Lloyd called for members to vote by marking their ballots.

- Deb Smith (Meadow) questioned why the Board had nominated an individual who is ineligible to serve (Gordy), noting that he is not listed as an owner of record in the Rockingham County Registry, as required by the bylaws.
  - Gordy responded that the condominium is owned by a trust, of which he and his wife are both trustees. Therefore he is eligible to serve.
  - Lloyd stated that the board had reviewed the documentation and was satisfied that Gordy was eligible to serve according to the bylaws.

- Ginger Kraus (Hill) asked for the bylaws to be reviewed and amended to clarify the definition of member and owner. Lloyd responded that the Board will look into this in the new year.

4. **Motion for MPCA Board decisions for the past fiscal year be approved.**
   - **Motion:** Russ Simon (Waterfront) moved: “That all official actions taken by the Board of Directors of the Moody Point Community Association since the last annual meeting be and hereby are adopted, ratified, approved and confirmed.” Mark Moeller seconded.
   - Lloyd called for members to vote by marking their ballots.

All ballots were collected.

5. **Committee Annual Reports**
   a. **Water Systems Committee (WSC)** - Roger Cady
      - See posted annual report.
      - Moody Point owns the water system. The 13 member WSC is tasked with keeping that system operational.
      - Last week there was a situation with multiple simultaneous failures in the sewage pumping and alarm systems. WSC was able to correct the 3 failures without significant problems.
      - WSC had previously recommended replacing the monitoring and control system. This was approved by the board and should take place this month.
      - WSC goals for the future include: improve efficiency, energy consumption reduction, better communication with the community regarding water usage/ saving, and improved leak detection/identification.
      - Roger thanked the committee for its help and dedication.

   b. **Environmental Committee (EC)** - Trish Simon
      - See posted annual report.
      - EC is in charge of all common land at Moody Point.
      - The EC includes representatives from all associations, providing a diversity of ideas and perspectives.
      - Trish expressed her appreciation for the volunteers on the EC, as well as those who contributed to special projects such as building the kayak racks. She also acknowledged the many unofficial volunteers who quietly help with tasks like managing dog waste and maintaining plantings without being asked.
      - Review of 2025 projects: trail maintenance, benches, no parking sign at trail entrance, kayak racks.
      - Forestry Management
        - Two large diseased trees near the trails were identified and removed this year. Although the EC is aware of several smaller dead trees throughout the property, the budget did not allow for all removals to be completed at this time. The larger trees were prioritized for safety reasons. The smaller dead trees/branches on MPCA land will be addressed next year.
        - View cuttings: approvals are based on DES laws. Many years ago the shoreline was walled with trees.The EC started a program of forestry management which started to open up the view, then in 2010 a storm took down nearly 400 trees.

- The Forester feels we have maximized the safe level of view cutting and recommends reducing view cutting request to every 2 years going forward. No requests for view cutting will be considered in 2026.

- Pond management:
  - The Pond was originally constructed in 1980s for drainage and fire use. The Cistern built on the Ridge in 2008 made use of the pond for fire unnecessary. The Newmarket Fire chief confirmed that the Pond could be used as auxiliary fire protection. This could result in lower DES permitting fees, but a dry hydrant would need to be installed.
  - Last year a leak in the overflow tower (culvert) was identified as the cause of low water levels. The leak was fixed in 2024, but this year it was determined that the pond is again leaking around the tower and also draining through the corroded bottom of the culvert. These leaks have resulted in a 30” drop in water level and the draught has caused an additional 14” drop.
  - In 2026, the EC will work to develop a plan to replace the spillway and outflow culvert and install a dry hydrant. Engineering and construction bids will be solicited. Alternate options will also be considered. The community will be kept informed and involved throughout the process.
- Trish thanked Beth Marsh (Ridge) for all the happiness she has brought to the community with the fun and amusing outfits she provides for the BYO Deer.
- Tags for Kayaks have arrived and should be attached at bow of boat. You must provide a name, but if you prefer not to use your full name, a first name and location identifier such an association or street number is fine (e.g. Russ 510, or Russ Waterfront).
- Ron Hornsby (Lubberland Creek) introduced and thanked the Bee team: Melody Wyman (Ridge), Linda Allen (Ridge), Mary Flanagan (Hill), Janis Riley (Waterfront). Ron briefly outlined the care and residents of the two hives.

c. **Storm Water Management Committee (SWMC) -** Val Shelton
- See posted annual report.
- Val reviewed the committee’s history and scope of work since its inception in 2019.
- A plan to correct drainage infrastructure and control polluted stormwater runoff into Great Bay was developed by Newmarket engineer in conjunction with SWMC and a warrant article was put to vote in 2025 to fund it. The Warrant article failed to pass by just 30 votes.
- 2025 projects
  - Continued to work with town to resubmit SWM plan.
  - Drainage improvements made to road by 234/235 Cushing.
- 2026 Goals
  - SWMC working with town over next several months to get warrant article passed.
  - Need to get out a positive vote. Unfortunately this year the loan forgiveness is only 15% vs. the 25% it had been in 2025. Strong PR campaign needed to reach voters.

- Look into possible cost-sharing with MPCA in order to reduce project cost and improve voter support, e.g. can we take on maintenance responsibilities?
- Rain barrel program to be revisited.
- Possible group volunteer rain garden project at MPCA.
- Will be updating the reserve study, including culvert repair/replacement and need for boardwalks along parts of trails that flood.
- Looking to move SWMC committee responsibilities under EC.

d. **Community Life Committee** (CLC) - Sara Meade

- See posted annual report.
- The purpose of the CLC is to create a shared sense of inclusive community and create meaningful relationships that enhance life in the community.
- CLC is made up of volunteers who are generous with their time and talent.
- Introduction of and thanks to committee members: Martha Saitta (Waterfront), Chris Guthro (Meadow), Mary Flanagan (Hill), Mary Milliken Ridge), Boyd Allen (at-large), Jan Hornsby (Lubberland), Linda Ferrara (Advisor); other at-large members: Barb Belak, Beth Marsh, Mary Stone, Barbara Mariani, Robin Lynch, Pricilla Ballaro, Chris Kennard, Sue Musacchio, Bobbi Treece; and others including: Jeff Meade, Ed Milliken, John Guthro and Ron Hornsby.
- Reviewed the numerous activities that the CLC sponsors including community gatherings, Timely Topics, BYOS, and other functions such as memorial donations, community charitable projects and welcoming of new neighbors.
- New neighbors were advised that hosting a BYO is very easy. All you need to do is clean off a few horizontal surfaces, neighbors show up at 5:00 with their own drinks and food to share, and leave promptly by 7:00.
- It was noted that the Welcome letter has been updated to include reference to the book “Small Town, Big Oil.” A Moody Point resident has generously and anonymously donated several copies to the Newmarket town library. All are encouraged to read this true story that profoundly impacted the Great Bay and Moody Point area.
- This year we lost two of our neighbors: Arnie Frank and Dick Ormrod, Memorial gifts were given in their names to the Anti Defamation League and the Nature Conservancy respectfully. In a case where a specific charity is not named by a family, memorial gifts are given to Great Bay Stewards.
- In previous years CLC has gathered donations for the Lamprey Health ’Tis the season” program. However Lamprey Health has discontinued this program so the CLC will be looking into other options for its holiday charitable fundraiser.

e. **Website Management Task Force** - Cindy Hibert for Mike Ferrara

- See posted annual report.
- Improved search and print functions have been added to the membership directory.
- Website redundancy has been reduced.
- Earlier delays in postings due to NewPath staffing issues have been resolved. Postings should now be completed within two business days.

- The posting process has been updated such that now a confirmation is sent for all posting requests.
- Website Blast requests: CLC does the majority of blasts, followed my EC and MPCA.
- Postings: Majority of postings are made by the MPCA, followed by the sub-associations.
- The task force will continue refining processes and exploring alternatives to NewPath.
- Sue Musacchio is stepping down as MPCA webmaster and liaison with NewPath - many thanks for her service. She will be succeeded by Dennis Duquette

6. **Property Management Report** - Ryan Griffin
   - See posted annual report.
   - Greenstone Management has been property manager for 3 years.
   - Responsibilities include:
     - Infrastructure oversight: including the water systems, asphalt project.
       - Bell & Flynn to pave dumpster area. Likely trash containers to be moved to perimeter of new paving area and residents may be asked to walk their trash to the dumpsters while new asphalt cures. Will keep membership updated on timing.
     - Ground maintenance: Lot 4 landscaping, brush hogging; keeping common areas, walkways and trails clean, safe and accessible.
     - Facilities management/maintenance: dock, screen house and deck, benches, kayak area.
       - Thanked Jeff Meade and all volunteers for work on new kayak racks.
     - Environmental stewardship: identification/removal of hazardous trees along trails in conjunction with arborist/EC, shoreline maintenance, pond management, pest control (ticks/mosquitos), invasive plant control (purple loosestrife, poison ivy).
     - Budget management and financial oversight: monthly reporting, assist future projects planning.
     - Resident communication.
     - Board and committee support. Ryan thanked Trish (EC), Roger (WSM) and Val (SWMC).

7. **Treasurer's Financial Review** – Skip Sherman
   a. Opening remarks
      - Skip spoke to a three year history of community financial successes.
        - Managing fees despite inflation: fees reduced from $1800 (2023) to $1600 (2024) and then to $1700 (2025).
        - Ran a $10,000 surplus last year which was returned to the community through a $100 credit (reducing the annual fees).
        - Reserves are currently well funded.

- CDs have been reinvested at higher interest rates, increasing interest income from $500 to $2400 at its peak. This will come down now with lower interest rates.
- Formed budget committee with treasurers of sub-associations to help review budgets.
- Implemented copilot review model put in place in 2022 by Dan Crowley.
- Participated in Zoom call prior to this meeting to answer community questions.Skip thanked participants.

• Skip stated his intention to resign as treasurer at the end of the year given a contentious relationship with the board since the July 22 Special Meeting.
  - Addendum: After the meeting, Skip clarified that his resignation was to be effective at the end of the annual meeting.

b. Financial Highlights for FY2025 (YTD)

• This year we will be approximately $5000 over budget due to higher legal fees and spending on invasive pant treatment, but since capital expenses will be $28,000 lower than expected (due to stormwater project deferrals) we end the year in a good place.
• Association Fees were set at $1700 in 2025 but were offset by a $100 reduction from a 2024 surplus.
• Capitol reserve is projected to be about $586,000.
• Overall assessment: expenses will come in a little higher than budgeted but should not have to tap into operating reserves.
• Ginger Kraus (Hill) stated that, since the Storm Water Management Project has been postponed until 2026, the funds budgeted for the project should be carried forward into the 2026 budget rather than remain in the 2025 reserves. She also questioned why the Board approved an $8,000 budget overage for the dumpster area paving project.
  - Skip responded that the bylaws do not address deferred projects, and best practice is for budgeted funds for uncompleted projects to revert to the general operating budget. Additionally, funds were available to cover the $8,000 overage, so the paving project was approved.
• Ginger Kraus (Hill) requested that the Board provide the community with clearer information on how budget reserves will be used in the future, claiming a lack of transparency regarding which projects have been funded.
  - Lloyd responded that the capital reserve plan is only three years old, was shared with the community when created, and has not been updated since.

b. Proposed Budget for FY2026

• Operating expenses expected to increase 10.4% primarily due to higher insurance rates, invasive plant treatment and increased budget for legal fees.
• Proposed Increasing association dues to $1,800 (from $1,700), representing an overall fee increase of 6%, compared with a 10% rise in expenses.
• Capital reserve expected to be $593,000.

- Capital expense projects planned for 2026: storm water remediation, pond study/permitting, website upgrade and water system improvements. Total capital expenses: $44,500.

c. Motion to Ratify the Proposed FY2026 Budget and Fees
- **Motion:** Mike Hickey (Waterfront) moved to ratify the proposed FY2026 Budget and fees. Seconded by MJ McCauley (Meadow). Motion passed with 3 abstentions.

8. **Report of Voting Results** – Lloyd Hamm
- Lloyd confirmed that a quorum was achieved, with 85% of the membership present either in person or by proxy. (58 in person, 28 by proxy.)
  - An audit of registrants confirmed the quorum and voting results, with 59 members attending in person and 28 by proxy, representing 86% of the membership.
- Three-Year Term: Mike Ferrara – 66 votes, Emily Becall – 20 votes, 1 abstention.
- Two-Year Term: Gordy Rehnborg – 55 votes, Laura Mills – 24 votes; 4 abstentions; 3 write-in votes for other individuals.
- Motion to ratify the MPCA Board decisions for the past fiscal year: Vote Resu**lt:** 68 in favor, 1 opposed, 4 abstentions.

9. **New Business** – Trish and Lloyd

a. Recognition of MPCA Members
- Trish thanked the following for their service to the community:
  - Dick Stone - Meadow rep to the MPCA Board.
  - Dennis Duquette - Ridge rep to the MPCA Board.
  - Susan Britton - Ridge rep to the MPCA Board.
  - Marcia Steckler - EC chair
  - Sue Mussacchio - websmaster and liason with NewPath
  - Cindy Hibert - MPCA Board member at large and Board President

b. Other new business
- Debra Smith (Meadow) stated that the Meadow has been told that their elected MPCA Board representative is unable to be fully engaged in board business and has been asked to step down/be replaced. She added that, with two outstanding complaints against Attorney Ducharme, it is important to remember that when an outside consultant is hired, they serve the entire community not select individuals, and cannot choose whom they represent.
- Russ Simon (Waterfront) shared a bit about the Newmarket Charter Commission: Russ is one of the nine members elected for the Newmarket Charter Commission. The Commission is charged with reviewing the town's charter (constitution) for potential updates. The Commission's report is out and will be shared with the town and reviewed but the State. The Commission has not recommended changing the form of government, but has suggested updates to how it operates.

10. Movement to adjourn
    - **Motion**: Mark Moeller moved to adjourn the meeting, Bill Cormier (Waterfront) seconded. Motion passed.
    - The meeting was adjourned at 11:30 am.

11. Executive Session for MPCA Board plus Officers

    Attending: Lloyd Hamm (Lubberland Creek), Trish Simon (Waterfront), Barb Belak (Hill), Karen Allen (for Pete Harmon, Meadow), Gordy Rehnborg (Member at large). Mary Cady (Ridge), Martha Saitta (Secretary).

    Absent: Mike Ferrara (Member at large), Skip Sherman (Treasurer).

    a. The following slate of officers was elected:
        - Mike Ferrara - President
        - Gordy Rehnborg - Vice President
        - Martha Saitta - Secretary
    b. The Board voted to accept Skip Sherman's resignation as Treasurer, effective upon a smooth transition of responsibilities to his successor.
    c. The Board voted to hold a meeting in early December to appoint a new Treasurer.

Moody Point Community Association

DESCRIPTION	MPCA Board Recommendation	BUDGET TOTAL	% Change	Current Year	Current Year
INCOME	**FY2026**	**FY2025**		**Projection**	**Aug YTD**
Late Fee Income					
Net Interest Income	$ 16,500	$ 19,200	-14%	$ 19,200	$ 13,680
Water Usage Fees	$ 12,000	$ 9,970	20%	$ 9,941	$ 9,941
Annual Operating Dues	$ 133,000	$ 121,335	10%	$ 116,271	$ 116,271
Annual Capital Assessment Income	$ 35,000	$ 35,000	0%	$ 35,000	$ 35,000
Other Income/Tax Refunds				$ 10,960	$ 10,960
TOTAL INCOME	$ 196,500	$ 185,505	6%	$ 180,412	$ 174,892
CAPITAL EXPENSES					
Dumpster Paving / Engineering Study		$ 25,000		$ 32,000	
Stormwater Remediation	$ 10,000	$ 40,000		$ 5,000	
Trail Improvements		$ 6,000		$ 3,650	$ 3,650
Shoreline Improvements		$ 10,000		$ 3,000	
Pond Study & Permitting	$ 25,000				
Shoreline Reinforcement / Stabilization	$ 2,000				
Website Upgrade	$ 5,000				
Water Improvements (SCADA, Curb stops, Insulation)	$ 2,500			$ 9,900	
Total Capital Expenses	$ 44,500	$ 81,000		$ 53,550	$ 3,650
OPERATING EXPENSES					
Electricity-Lift Station	$ 2,400	$ 2,200	9%	$ 2,600	$ 1,919
Electricity-Water House	$ 1,000	$ 1,300	-23%	$ 1,950	$ 1,857
Water House Contract (GC,EOS)	$ 800	$ 760	5%	$ 700	$ 355
Water House Maintenance	$ 1,800	$ 1,500	20%	$ 1,000	
Lift Station Contract (APF,GC,EOS)	$ 2,520	$ 2,320	9%	$ 1,620	$ 1,968
Lift Station Maintenance	$ 3,500	$ 1,300	169%	$ 1,000	$ -
TOTAL WATER COMMITTEE	$ 12,020	$ 9,380	28%	$ 8,870	$ 6,099
Landscaping/snow removal	$ 32,055	$ 31,120	3%	$ 31,120	$ 11,839
Landscaping Extras	$ 6,000	$ 7,000	-14%	$ 3,500	$ 50
Tree Work & Etc.	$ 11,625	$ 9,500	22%	$ 12,000	$ 7,775
Electricity-Screen House	$ 210	$ 200	5%	$ 200	$ 168
Invasive Plant Treatment	$ 6,000	$ 250	2300%	$ 5,925	$ 5,925
Repairs & Maintenance	$ 5,000	$ 6,085	-18%	$ 4,000	$ 2,686
Biting Insect Treatment	$ 2,500	$ 2,060	21%	$ 1,650	$ 1,650
Trash Removal	$ 9,000	$ 8,760	3%	$ 8,600	$ 5,296
Dock/Beach	$ 6,200	$ 6,216	0%	$ 6,000	$ 2,358
TOTAL ENVIRON COMMITTEE	$ 78,590	$ 71,191	10%	$ 72,995	$ 37,747
Community Life	$ 4,000	$ 4,700	-15%	$ 3,800	$ 1,117
Insurance	$ 14,720	$ 13,382	10%	$ 13,600	$ 14,486
Accounting Professional Fees	$ 900	$ 900	0%	$ 1,200	$ 1,197
Management Fees	$ 20,970	$ 20,360	3%	$ 20,360	$ 14,010
Communication	$ 6,500	$ 6,893	-6%	$ 6,800	$ 6,464
Administrative	$ 1,500	$ 1,500	0%	$ 1,200	$ 666
Legal	$ 4,000	$ 1,200	233%	$ 7,500	$ 5,355
Other Expenses	$ 1,800	$ 1,800	0%	$ 1,000	$ 351
TOTAL MPCA GENERAL EXP	$ 50,390	$ 46,034	9%	$ 51,660	$ 42,178
TOTAL OPERATING EXPENSES	$ 145,000	$ 131,305	10%	$ 137,325	$ 87,141
NET OPERATING INCOME	$ 0	$ (0)			

Moody Point Community Association

2026 Recommended Budget vs. 2025 Budget			
DESCRIPTION		BUDGET	BUDGET
Operating Budget		2026	2025
Total Operating Income		$ 145,000	$ 131,305
Total Operating Expenses		$ 145,000	$ 131,305
Total Operation Profit / (Loss)		$ -	$ -
Operating Reserves			
Established 12/31/23		$ 13,926	$ 13,926
Capital Budget			
Total Capital Income		$ 51,500	$ 59,200
Total Capital Expenses		$ 44,500	$ 81,000
Total Capital Reserve Change		$ 7,000	$ (21,800)
Capital Reserves			
Beginning Balance		$ 585,800	$ 585,252
Capital Reserves Change		$ 7,000	$ (21,800)
Ending Balance		$ 592,800	$ 563,452
2025 Annual Fees		Households with Water	Households with Water
Operating Fees per Household		$ 1,450	$ 1,350
Capital Fees per Household		$ 350	$ 350
Total Fees		$ 1,800	$ 1,700

Memo: Households without water $ 1,675

MOODY POINT
ON GREAT BAY

MOODY POINT COMMUNITY ASSOCIATION
ANNUAL MEETING FY2024 - NOVEMBER 2, 2024, 9:00AM
DRAFT MINUTES

1. President Intro and Establishment of a Quorum – Cindy Hibert:
   Meeting was called to order by the president at 9:05 AM, and it was announced between in-person and proxy representation, there were 81 members present. Therefore, a quorum was established.

   Board Members present:
   a. Cindy Hibert, President and Director-at-large
   b. Mike Ferrara, Vice-President and Director-at-large
   c. Susan Britton, Ridge
   d. Larry Kane (for Dick Stone), Meadow
   e. Barb Belak, Hill
   f. Val Shelton (for Lloyd Hamm), Lubberland Creek
   g. Sara Santaniello, Waterfront

   Non-voting officers:
   h. Skip Sherman, Treasurer
   i. Linda Allen, Secretary

   Committees:
   j. Roger Cady, Water Systems Committee (WSC)
   k. Cindy Hibert, Environmental Committee (EC)
   l. Sara Meade, Community Life Committee (CLC)
   m. Val Shelton, Stormwater Management Committee (SWMC)
   n. Mike Ferrara, Website Task Force

   Property Management:
   o. Ryan Griffin, Greenstone Management

2. Cindy delivered a few introductory remarks:
   a. Cindy offered a moment of reflection in memory of JB Parrett, calling him a true force of nature. Jeff Meade and Cindy mounted an honorary plaque, that was presented to JB and the WSC after MPCA transitioned to town water, in the screenhouse at the request of Kim Parrett.
   b. Cindy also mentioned the passing of Steve Martin and Phil Steckler. A moment of silence was observed.

c. Cindy thanked the CLC for today's breakfast, Sue Musacchio for her assistance throughout the year and for today's meeting, Ryan Griffin and Val Shelton for all their work today and throughout the year, treasurer Skip Sherman and secretary Linda Allen for their service, and all the MPCA volunteers that make up the entire community. People put in a lot of unseen effort. She reminded everyone to be kind to all our volunteers.
d. New residents were introduced: Christine & Tony Gialluca, Alison & Greg Russo, Debbie & Peter Harmon.
e. Cindy described the MPCA board configuration (see list above). Decisions are made based upon 5-person vote (out of 7 members).
f. Earlier this year, the MPCA Board updated Rules and Policies for the MPCA. An overview of the updates was provided.
g. Communications: The primary tools used for communications is the MPCA website then two types of emails - from the website and from the property manager. If residents do not receive the emails from GreenStone, they should add communications@greenstonenow.com to their contacts.
h. Lighting: Each association is working to improve outside lighting.
i. Safety: People are reminded of the speed limit on Cushing Road, which is 25 mph. Residents should advise any outside contractors to travel at this speed.
j. Dogs & Dumpsters: Residents are reminded to use the dumpsters properly. Dogs must be leashed, and owners must pick up their poop, including in the snow and on the walking trails.

3. Approval of Draft November 4, 2023 Annual Meeting Minutes – Cindy Hibert, Linda Allen: Ginger Kraus motioned to approve the November 4, 2023 Annual Meeting Minutes; Roger Cady seconded. Unanimously approved.

4. Treasurer's Financial Review – Skip Sherman:
    a. Financial Highlights for FY2024 (YTD):
        i. Skip described the treasurer's role: to receive all association funds, keep them in a board account, and pay out when the Board authorizes.
        ii. Skip thanked Ryan, Cindy, Russ Simon, and other treasurers from the sub-associations for their help.
        iii. MPCA annual dues has decreased for several years. But there are two headwinds: inflation (vendors requesting increases), and a trend of purchasing services over reliance on volunteers.
        iv. FY2024 expenses are well within budget. Projects ending about $14,000 ahead of budget.
    b. Proposed Budget for FY2025:
        i. Projected 8% increase due to vendor and service increases.
        ii. A $100 increase per household is proposed for annual fees.

iii. Two of three major contractors have requested increases: Lobdell 15%; GreenStone more hours; Sherbon will re-sign with the expectation that the cost will stay the same.
iv. Capital projects: Dumpster paving ($25k); Stormwater remediation ($40k); Trail bench replacements ($6k); Shoreline improvements ($10k).
v. Ginger motioned for the Dumpster paving project be moved to FY2026 because full costs, including labor, were not known and the project had not yet been discussed with the community. Jacques Navarre seconded it.
vi. Discussion:
    a. Ryan explained that paving the dumpster area will improve long-term infrastructure. Ryan stated that an engineering study is being conducted by Beals Associates, and then the project will be put out to bid, with a total estimate of $25k.
    b. Val clarified that the estimate is cost per square foot, which would include labor. She noted that the MPCA Board had reviewed the facts and approved the plan and budgeting for FY2025. She also emphasized that the area can be difficult to maneuver. Val also stated that the drain culvert had to be replaced in 2025, so paving at that time would be cost effective.
    c. Ed Nicholson and Dave Belak asked for cost of filling potholes. Ryan estimated $1.5k each time and usually 2 times per year.
    d. Roger Cady pointed out that the study was approved at the 2023 MPCA annual meeting and discussed then.
    e. Russ Simon noted that several vendors store heavy equipment in the area and it needs to be maintained.
    f. Skip summarized discussion: The paving estimate includes labor; it will cost approx. $3k per year to fill potholes only; consideration of ease to accessing the dumpster; if MP was being built now, it must be paved.
    g. Vote: Should this be further studied in 2025, to go forward in 2026? Yes: 13. No: Overwhelming majority. Motion did not pass.

c. Motion to Ratify the Proposed FY2025 Budget and Fees:
    i. Dues for next year proposed at $1,700.
    ii. Skip proposed that $10,000 of the $14,000 budget surplus be credited to the homeowners ($100 per household) for 2025.
    iii. Net annual dues for members using water system are $1,600.
    iv. Motioned to approve the budget & fees by Russ Simon; Boyd Allen seconded. Unanimously approved.

5. Committee Annual Reports:
    a. Water Systems Committee – Roger Cady
        i. Annual report posted.

ii. Roger noted the passing of JB Parrett, with a debt of gratitude to his wife Kim for sharing him with the community.
iii. Roger thanked outgoing member Jim Tierney for service.
iv. 2025 committee will be: Jim Smith, Dave Belak, Roddy Grubbs, Mike Hickey, Mark Kennard, Roger Cady (chair), Mike Ferrara, Ron Hornsby.
v. The committee is looking to add 3-4 more volunteers.
vi. Roger discussed the importance of leak detection throughout the community. Dave Belak will be working on JB's system, and anyone who would like to help is welcome.
vii. Cindy thanked the entire WSC committee for their work.

b. Environmental Committee – Cindy Hibert
i. Annual reports posted.
ii. The committee is in transition. John Guthro, Cindy & Ryan were working together to identify and clarify the role of the committee vs. what work should be owned and performed by the property manager. With the MPCA Board approval to increase the scope of work by Greenstone, the EC can focus on what its primary mandate is.
iii. The ED will be reviewing and updating documentation of its role and refocusing on shoreline projects; educating the community; and seeking volunteers for the shoreline cleanup and other work.
iv. Marcia Steckler is the new chair.
v. Jacques Navarre asked for information on the kayak rack area. Cindy described the deterioration of the area, and what the community is looking at doing about it.
vi. Claude O'Donnell asked about the steps leading to an unmaintained trail behind his home. Cindy explained that the EC will be looking at that area to determine if the stairs and trail should be maintained or removed.
vii. Bench replacement: It will cost about $1,700 plus installation to replace the benches with maintenance-free, accessible commercial benches. Bench replacement is part of the current reserve study.
viii. Winkie Moeller asked how a homeowner may donate a bench in honor/memorial. Cari Moorhead suggested doing a bench for JB Parrett. Cindy stated that the EC will review this option.
ix. Debra Smith mentioned improper use of the path behind Meadow homes (which was cleared for water drainage). Val Shelton replied that under the deed to Lot#4, no new trails can be created at MP without going to the Rockingham County Conservation District. That area was specifically mowed to facilitate drainage, not as a walking trail. People need to stay on the designated walking trails. Cindy recommended that if anyone sees people out there, communicate with GreenStone.

x. Mary Cady asked to discuss the work done on the pond. Ryan said that the pond leak was repaired in September. Significant rain and snow melt will determine effectiveness. Solitude Lake Management inspects the pond quarterly.

c. Property Management – Ryan Griffith
   i. Annual report posted.
   ii. Ryan expressed pleasure at working with Moody Point. He thanked the board and committee members for their volunteer work.
   iii. He described GreenStone's management responsibilities: infrastructure, grounds, facilities, environment, vendors and contractors, budget, communications, EC liaison and task management.
   iv. GreenStone's email address is: communications@greenstonenow.com.
   v. Ryan thanked John Guthro for his work as chair of the EC and the transition of work to GreenStone.

d. Community Life Committee – Sara Meade
   i. Annual report posted.
   ii. Sara shared goals for CLC: sense of inclusive community; welcoming new residents, developing relationships.
   iii. Sara thanked all members who support the CLC's function: Martha Saitta, Priscilla Ballaro, Mary Flanagan, Mary Milliken, Boyd Allen, and Linda Ferrara were mentioned for their specific contributions.
   iv. Zoom has opened new opportunity for programming, especially for Timely Topics (TT).
   If people have new ideas for Timely Topics, contact Sara.
   v. Memorial contributions: With the death of a MP resident, the CLC donates to family-designated non-profit. If none is indicated, the CLC will donate to Great Bay Stewards.

e. Storm Water Management Committee – Val Shelton
   i. Annual report posted.
   ii. Copies of the joint project with Town of Newmarket (drainage and runoff) were made available and Val discussed. Val encouraged everyone to vote to approve at town election in March 2025.
   iii. Val described the upcoming programs: Soak up the Rain Great Bay and Great Bay Stewards Tide Turner program (there will be TT's on these).
   iv. Debra Smith announced a rain barrel program provided by the conservation committee of the town; there was a sign-up sheet just to give an indication of how many barrels to make available for residents to purchase.

f. Website Management Task Force – Mike Ferrara
    i. Annual report posted.
    ii. Mike thanked all volunteers who have had input to the website.
    iii. Mike thanked Sue Musacchio for her work.
    iv. Goal for 2024 was to improve functionality and ease of use.
    v. NewPath has done a good job of updating and managing the website.

6. Motion to Elect a New Member-at-Large – Mike Ferrara:
    a. The MPCA board has nominated Cindy Hibert.
    b. Mike opened the floor to any new nominations. There were none.
    c. Trish Simon motioned to elect Cindy; Boyd Allen seconded. Unanimously approved.

7. Motion for MPCA Board decisions for the past fiscal year be approved – Cindy Hibert:
    a. Gordy Rehnborg motioned: "That all official actions taken by the Board of Directors of the Moody Point Community Association since the last annual meeting be and hereby are adopted, ratified, approved and confirmed."
    b. Mark Moeller seconded. Unanimously approved.

8. New Business – Cindy Hibert:
    a. Recognition of outgoing MPCA Board Members and Committee Chairs:
        i. Roger Cady, MPCA Board - Ridge representative
        ii. Rich Musacchio, MPCA Board – Hill representative
        iii. John Guthro, Environmental Committee chair
        iv. Linda Allen, MPCA board secretary
    b. Cindy asked for volunteers for MPCA board secretary.

9. Motion to Adjourn Meeting – Cindy Hibert:
    a. Roger Cady motioned to adjourn the meeting; Trish Simon seconded. Unanimously approved.

10. Executive Session for MPCA Board to Elect New Officers – MPCA Board: Completed, officers voted in:
    - President, Cindy Hibert
    - Vice-President, Mike Ferrara
    - Treasurer, Skip Sherman
    - Secretary, open

2025 Proposed Budget vs. 2024 Budget			
DESCRIPTION		BUDGET	BUDGET
Operating Budget		2025	2024
Total Operating Income		$ 131,305.35	$ 121,080.00
Total Operating Expenses		$ 131,305.35	$ 119,930.00
Total Operation Profit / (Loss)		$ -	$ 1,150.00
Operating Reserves			
Established 12/31/23		$ 28,555.00	$ 15,485.00
Capital Budget			
Total Capital Income		$ 59,200.00	$ 61,600.00
Total Capital Expenses		$ 81,000.00	$ 60,000.00
Total Capital Reserve Change		$ (21,800.00)	$ 1,600.00
Capital Reserves			
Beginning Balance (1/1/24)		$ 585,252.00	$ 559,152.00
Capital Reserves Change		$ (21,800.00)	$ 1,600.00
Ending Balance		$ 563,452.00	$ 560,752.00
2025 Annual Fees		Households with Water	Households w/out water
Operating Fees per Household		$ 1,303.88	$ 1,207.18
Capital Fees per Household		$ 396.04	$ 396.04
Total Fees		$ 1,699.92	$ 1,603.22

DESCRIPTION	Budget Draft	BUDGET TOTAL	% Change
INCOME	**FY2025**	**FY2024**	
Late Fee Income		$ -	
Interest Income	$ 19,200.00	$ 21,600.00	-11%
Water Usage Fees	$ 9,380.00	$ 15,250.00	-38%
Annual Operating Dues	$ 121,925.35	$ 105,830.00	15%
Annual Capital Assessment Income	$ 40,000.00	$ 40,000.00	0%
Other Income/Tax Refunds			
TOTAL INCOME	**$ 190,505.35**	**$ 182,680.00**	4%
CAPITAL EXPENSES			
Dumpster Paving Engineering Study	$ 25,000.00	$ 5,000.00	
Stormwater Remediation	$ 40,000.00	$ 55,000.00	
Trail Improvements	$ 6,000.00		
Shoreline Improvements	$ 10,000.00		
Total Capital Expenses	**$ 81,000.00**	**$ 60,000.00**	35%
OPERATING EXPENSES			
Electricity-Lift Station	$ 2,200.00	$ 2,000.00	10%
Electricity-Water House	$ 1,300.00	$ 1,200.00	8%
Water House Contract (GC,EOS)	$ 760.00	$ 900.00	-16%
Water House Maintenance	$ 1,500.00	$ 500.00	200%
Lift Station Contract (APF,GC,EOS)	$ 2,320.00	$ 7,650.00	-70%
Lift Station Maintenance	$ 1,300.00	$ 3,000.00	-57%
TOTAL WATER COMMITTEE	9,380.00	15,250.00	-38%
Landscaping/snow removal	$ 31,120.00	$ 20,000.00	56%
Landscaping Extras	$ 7,000.00	$ 9,000.00	-22%
Tree Work & Etc.	$ 9,500.00	$ 9,500.00	0%
Electricity-Screen House	$ 200.00	$ 200.00	0%
Pest Control	$ 250.00	$ 250.00	0%
Repairs & Maintenance	$ 6,085.00	$ 6,000.00	1%
Biting Insect Treatment	$ 2,060.00	$ 2,400.00	-14%
Trash Removal	$ 8,760.00	$ 7,200.00	22%
Dock/Beach	$ 6,216.00	$ 4,670.00	33%
TOTAL ENVIRON COMMITTEE	71,191.00	59,220.00	20%
Community Life	$ 4,700.00	$ 4,700.00	0%
Insurance	$ 13,381.70	$ 12,860.00	4%
Accounting Professional Fees	$ 900.00	$ 900.00	0%
Management Fees	$ 20,360.00	$ 15,500.00	31%
Other Expenses	$ 1,000.00	$ 2,000.00	-50%
Communication	$ 6,892.65	$ 6,000.00	15%
Administrative	$ 1,500.00	$ 1,500.00	0%
Legal	$ 1,200.00	$ 1,200.00	0%
Miscellaneous Expense	$ 800.00	$ 800.00	0%
TOTAL MPCA GENERAL EXP	46,034.35	$ 40,760.00	13%
TOTAL OPERATING EXPENSES	131,305.35	$ 119,930.00	9%
NET OPERATING INCOME	$ -	$ 1,150.00	

DESCRIPTION		BUDGET TOTAL
INCOME	**Aug 2024 YTD**	**FY2024**
Late Fee Income	$ 230.00	$ -
Interest Income	$ 19,011.00	$ 21,600.00
Water Usage Fees	$ 17,400.00	$ 15,250.00
Annual Operating Dues	$ 103,560.00	$ 105,830.00
Annual Capital Assessment Income	$ 40,000.00	$ 40,000.00
Other Income/Tax Refunds		
TOTAL INCOME	**$ 180,201.00**	**$ 182,680.00**
CAPITAL EXPENSES		
Dumpster Paving Engineering Study		$ 5,000.00
Culvert-Maintenance,Repair		
Sewer Main Reconnection	$ 8,655.00	
Mailbox Replacement	$ 5,696.00	$ -
Stormwater Remediation		$ 55,000.00
Water Main Maintenance		
Screenhouse and Deck Management		
Pond Repair		
Trail Benches		
Total Capital Expenses	**$ 14,351.00**	**$ 60,000.00**
OPERATING EXPENSES		**FY2024**
Electricity-Lift Station	$ 1,411.00	$ 2,000.00
Electricity-Water House	$ 1,210.00	$ 1,200.00
Water House Contract (GC,EOS)	$ 300.00	$ 900.00
Water House Maintenance		$ 500.00
Lift Station Contract (APF,GC,EOS)	$ 800.00	$ 7,650.00
Lift Station Maintenance		$ 3,000.00
Water Testing & Treatment		
TOTAL WATER COMMITTEE	$ 3,721.00	15,250.00
Landscaping/snow removal	$ 12,800.00	$ 20,000.00
Landscaping Extras		$ 9,000.00
Tree Work & Etc.		$ 9,500.00
Electricity-Screen House	$ 126.00	$ 200.00
Pest Control	$ -	$ 250.00
Repairs & Maintenance	$ 1,302.00	$ 6,000.00
Biting Insect Treatment	$ 1,800.00	$ 2,400.00
Trash Removal	$ 5,335.00	$ 7,200.00
Dock/Beach	$ 1,617.00	$ 4,670.00
TOTAL ENVIRON COMMITTEE	$ 22,980.00	59,220.00
Community Life	$ 1,330.00	$ 4,700.00
Stormwater Management		
Insurance	$ 10,580.00	$ 12,860.00
Accounting Professional Fees	$ 560.00	$ 900.00
Management Fees	$ 9,600.00	$ 15,500.00
Other Expenses		$ 2,000.00
Communication	$ 5,503.00	$ 6,000.00
Administrative	$ -	$ 1,500.00
Legal		$ 1,200.00
Miscellaneous Expense	$ 4,479.00	$ 800.00
TOTAL MPCA GENERAL EXP	$ 30,722.00	40,760.00
TOTAL OPERATING EXPENSES	**$ 58,753.00**	119,930.00
TOTAL EXPENSES	**$ 73,104.00**	$ 179,930.00
NET INCOME	**$ 107,097.00**	**$ 2,750.00**

MOODY POINT COMMUNITY ASSOCIATION
ANNUAL MEETING FY2023 - NOVEMBER 4, 2023
MINUTES - DRAFT

1. Board Members present:
   a. Patricia Simon, President and Waterfront
   b. Cindy Hibert, Secretary and Director-at-large
   c. Roger Cady, Ridge (via zoom)
   d. Larry Kane (for Dick Stone), Meadow
   e. Rich Musacchio, Hill
   f. Val Shelton (for Lloyd Hamm), Lubberland Creek
   g. Skip Sherman, Treasurer (non-voting)

2. Committees:
   a. Jim Tierney (for John Guthro), Environmental Member
   b. Sara Meade, Community Life Chair
   c. JB Parrett, Water Systems Chair
   d. Val Shelton, Storm Water Management Chair

3. Property Management present: Ryan Griffin, GreenStone Management

4. PRESIDENT INTRO AND ESTABLISHMENT OF A QUORUM:

   Meeting was called to order by the president at 9:04am and it was announced between in-person and proxy representation, 81 voting members were represented (80%). Therefore, a quorum of membership was established.

   Trish delivered a few introductory remarks:

   - Trish thanked Community Life Committee for all activities and today's food.
   - Trish discussed the outsourcing of the website management, process led by Sue Musacchio and Mike Ferrara. Trish thanked Jonathan Sack for all the work he did for setting up and managing the website and presented Jonathan with a gift.
   - Trish thanked everyone for using lids on recycling bins.
   - Dumpsters are to be used only for what is allowed. Everyone should take other items to the Newmarket transfer station.
   - Dog owners were reminded to pick up dog waste and always keep dogs on leash.
   - The role of the MPCA Board was discussed, including officers, association reps, and at large members. All these people are volunteers.
   - New people to Moody Point were introduced.

- Based on health and safety concerns, lighting and numbering of all households are under discussion and a sub-group with representatives from all sub-associations has been formed to determine solution options.
- Ryan Griffin from GreenStone Management, was introduced.

5. APPROVAL OF DRAFT OF NOVEMBER 5, 2022 ANNUAL MEETING MINUTES

   Motion was presented by Suzanne Fong and seconded by Mike Hickey. Motion was approved, none objected, motion carried unanimously.

6. TREASURER'S FINANCIAL REVIEW – SKIP SHERMAN
   a. Skip thanked Dan Crowley for the work he did prior to Skip assuming the treasurer role.
   b. Skip formed budget group with sub-association treasurers; Skip thanked them for their assistance.
   c. FINANCIAL HIGHLIGHTS YEAR TO DATE
      i. Skip reviewed the FY2023 financials.
      ii. Capital expenses are about $20,000 below plan; Skip explained.
      iii. Financial health very strong.
      iv. Interest earned significantly higher which will impact taxes.
   d. BUDGET FOR 2024 FISCAL YEAR
      i. Annual fee recommendation is $1,600, $200 lower than FY2023.
         1. Invoices to go out in December 2023 and due January 1, 2024.
      ii. Skip explained the budget and capital reserve account.
      iii. Capital reserve expected to be up from earlier projections.
   e. MOTION TO APPROVE THE PROPOSED FY2024 BUDGET AND FEES
      i. Dan Crowley motioned to approved.
      ii. Robin Lynch seconded the motion.
      iii. All approved; motion was approved.

7. COMMITTEE ANNUAL REPORTS
   a. WATER SYSTEMS COMMITTTEE - JB PARRETT
      i. Annual report posted.
      ii. JB thanked committee members.
      iii. JB requested community to not flush "disposable" wipes; these wipes are not flushable - toilet paper, flushable, recyclable wipes only.
   b. ENVIRONMENTAL COMMITTEE (EC) – JIM TIERNEY (for JOHN GUTHRO)
      i. Annual report posted.
      ii. Jim thanked and introduced committee members.
      iii. EC serves as a trustee for MPCA land - ~100 acres including about 1 mile of Great Bay shoreline.
      iv. Jim discussed the grounds.

v. Jim discussed work regarding the nesting eagles and dead tree where they have built their nest.

c. COMMUNITY LIFE COMMITTTEE (CLC) - SARA MEADE
   i. Annual report posted.
   ii. Sara thanked and introduced the committee members, including at-large members and members who have transitioned off committee.
   iii. Guiding principle in 2023: Food draws people to events which lead to forming meaningful relationships. CLC sponsored several events in which food enhancements helped draw people to attend.
   iv. Sara discussed the CLC events and programs.

d. STORM WATER MANAGEMENT COMMITTEE (SWMC) - VAL SHELTON
   i. Annual report posted.
   ii. Val thanked and introduced the committee members and explained the history and responsibilities of the committee.
   iii. Existing infrastructure is over 40 years old.
   iv. SWMC is responsible for overseeing retention pond and extension of culverts from town roads, as well as to liaison with town regarding these structures.
   v. Town's project on updating Moody Point storm water engineering and design is moving forward. Governor and Council approved the principal forgiveness loan authorized by the Newmarket voters. Kickoff meeting is November 20th. Easements from individuals and associations will likely be required for implementation of proposed improvements.

8. NEW BUSINESS
   a. Gordy Rehnborg motioned for MPCA Board decisions for the past fiscal year be approved, Dan Kalagher seconded, all approved. (Motion: "That all official actions taken by the Board of Directors of the Moody Point Community Association, Inc. since the last annual meeting, be and hereby are adopted, ratified, approved, and confirmed.")
   b. Recognition of people:
      i. John Guthro, deckologist award
      ii. Jim Tierney, master blaster award
      iii. Linda Ferrara, Linda of all trades award, and Jeff Meade, Jeff of all trades
      iv. Darby Johnson, dumpster paparazzi award
      v. Marcia Steckler, invasive queen award
      vi. Ron and Jan Hornsby, queen bee man award and honey I'm home award, respectively
      vii. Drea Thorn, book club angel award
      viii. Trish, 5-star president award
   c. Cindy recognized Trish for her leadership as MPCA President for the past 1.5 years, leading association through many transitions, and presented her with a gift of appreciation.

MOODY POINT
ON GREAT BAY

9. MOTION TO ADJOURN MEETING: Jacob Primera motioned, Beth Marsh seconded, all approved. Adjourned at 10:44 am.

10. EXECUTIVE SESSION OF BOARD TO ELECT NEW OFFICERS: Completed. Officers voted in:
    a. Cindy Hibert, President
    b. Mike Ferrara, Vice President
    c. Open, Secretary
    d. Skip Sherman, Treasurer