

LOCKE LAKE COLONY ASSOCIATION

43 COLONY DRIVE
CENTER BARNSTEAD, NH 03225-3009

Property Transfer Form

Please fax this form to our office along with the copies of the documents listed below, the day of the transfer.

Owner Information

Seller's Name(s): _____

Seller's New Address: _____

Seller's Phone: _____ Seller's E-mail: _____

Buyer's Name(s): _____

Buyer's Contact Name (if different): _____

Buyer's Mailing Address: _____

Buyer's Phone: _____ Buyer's E-mail: _____

Property Information

Date of closing: ____/____/____ Title Company: _____

Title Company Contact: _____ Phone: _____

***Please provide our office copies of your deed, financial statement and LLCA Acknowledgement form signed at closing.**

Property Address: _____

Tax Map #: _____ Tax Lot #: _____ Section #: _____

House/Lot:	House <input type="checkbox"/>	Lot Only <input type="checkbox"/>	Full Time Residence	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Boathouse:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Seasonal Residence	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Garage:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Investment Property	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other Structure	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other: _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Account Information

Dues & Assessments previously paid: Yes No

Amount paid at closing: \$ _____

Are the Buyer's currently members: Yes No

Do the Seller's own multiple properties: Yes No

List other properties owned by Seller: (1) Map ____ Lot ____ (2) Map ____ Lot ____
(3) Map ____ Lot ____ (4) Map ____ Lot ____ (5) Map ____ Lot ____

Phone: (603) 776-4400
Website: lockelakecolony.com

Facsimile: (603) 776-4402
E-mail: admin@lockelakecolony.com

LOCKE LAKE COLONY ASSOCIATION

43 COLONY DRIVE

CENTER BARNSTEAD, NH 03225-3009

Name of Agency/Person Completing Form: _____ Phone: _____

Phone: (603) 776-4400
Website: lockelakecolony.com

Facsimile: (603) 776-4402
E-mail: admin@lockelakecolony.com

LOCKE LAKE COLONY ASSOCIATION



This must be filled out and returned to:

***Deana Cowan, Administrator
Locke Lake Colony Association
43 Colony Drive
Center Barnstead, NH 03225***

I/We, _____, member(s) of Locke Lake Colony Association, located in Center Barnstead, New Hampshire acknowledge by signing hereinbelow, I/We received and read in its entirety copies of Locke Lake Colony Association's By-Laws (883-941), Restrictions and Easements (462-411) and the Amendment to Declaration of Easements and Restrictions (745-484) all having been filed at the Belknap County Registry of Deeds and that I/We agree to comply with all covenants, declarations, rules and regulations as set forth in these documents.

Member (1) Signature

Member (2) Signature

Print Name

Print Name

Date

By: _____
Deana Cowan, Administrator

Please Print:

LLCA Property Address

LLCA Account Number

Map & Lot

	Permanent Residence
	Vacation Home
	Investment Rental Property
	Other:

Mailing Address, City, State, Postal Code

Home Phone

E-mail Address

Cell Phone

Work Phone

The State of New Hampshire

ARTICLES OF AGREEMENT

The undersigned, being persons of lawful age, associate under the provisions of the Laws of New Hampshire RSA 292 by the following:

Article 1. The name of this corporation shall be Locke Lake Colony Association

Article 2. The object for which this corporation is established is
Refer to Article III of the Articles of Agreement attached hereto.

Article 3. The place in which the business of this corporation is to be carried on is
Barnstead, New Hampshire

Article 4. The amount of capital stock or number of shares is none

*Article 5. In case of dissolution of corporation, the assets shall be distributed to
in accordance with the provisions of Article VIII of the Articles of
Agreement attached hereto.

Names	Post Office Address,
John V. Nevers	8 Falmouth Rd. Bellesley Hills, Mass
Jamie R. Moore	Center Barnstead, N.H.
Richard B. Selgin	P.O. Box 77, Center Barnstead, N.H.
Jamie M. Macaulay	P.O. Box 45 Barnstead N.H. 03225
Jamie J. Donegan	Center Barnstead - N.H.

Town (or City) Clerk's office, Town (or City) of Barnstead

Received and recorded this 19th day of November 1970

Recorded in
Book# 11
Page 82

Town (or City) Clerk

At least five signatures are required.
Recording Fee \$10.00
*To be used if tax exempt status is desired.

THE STATE OF NEW HAMPSHIRE
RECORD OF ORGANIZATION
LOCKE LAKE COLONY ASSOCIATION

ARTICLES OF AGREEMENT

The undersigned, being persons of lawful age, associate together by these Articles of Agreement to form a corporation under the Provisions of Chapter 292 of the Revised Statutes Annotated, as amended, by the following:

ARTICLE I. The name of this corporation shall be Locke Lake Colony Association.

ARTICLE II. The objects for which this corporation is established are to own, acquire, build, administer and maintain community properties in the Locke Lake Colony, Barnstead, New Hampshire; to collect and disburse assessments and charges for said purposes; and to do all things necessary and incidental, as permitted by law, to promote the common benefit and enjoyment of the residents of Locke Lake Colony.

ARTICLE III. The corporation shall have the right to purchase, hold, receive and dispose of real, personal and mixed property, solely for corporation purposes. It shall have the right to raise funds or accept gifts for any of the foregoing objects.

ARTICLE IV. The place in which the business of this corporation is to be carried on is in Barnstead, Belknap County, New Hampshire.

ARTICLE V. This corporation is not organized for profit, and no dividends or pecuniary profit shall be declared or paid to the members hereof. The amount of capital stock or number of shares is none.

ARTICLE VI. Every person or entity who holds an equitable interest or an undivided equitable interest in any lot in Locke Lake Colony, whether as land contract vendee or fee holder, being subject to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The rights of membership are subject to the payment of annual and special assessments. These rights may be suspended by action of the directors during the period when these assessments remain unpaid.

ARTICLE VII. The interest of the members of the Association are as stated in the By-Laws, and they shall not be liable, jointly or severally, nor shall any incorporator signing this Agreement be liable, for any debt, commitment, engagement or contract,

ARTICLE VIII. Upon dissolution of the corporation, subject to provisions of any conveyances to the corporation, all the remaining assets shall be distributed to an appropriate public agency to be devoted to purposes similar to those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes similar to those to which they were required to be devoted by the Association; provided, however, such organization shall have exempt status under the provisions of the Internal Revenue Code as it exists on the effective date of this meeting of the incorporators, or as it is amended from time to time.

ARTICLE IX. The following are incorporators of the Association:

NAMES

ADDRESSES

ARTICLE IX. The following are incorporators of the Association:

NAMES

ADDRESSES

John T. Neisis

8 Falmouth Rd. Wellesley Hills, Mass

James W. McEvoy

Center Barnstead N.H.

Richard E. Kelgan

P.O. Box 77 Center Barnstead N.H.

Henry B. Beaudet

P.O. Box 45 Barnstead N.H.

James F. Donagan

Center Barnstead - N.H.

Hilda L. Mayfield

Center Barnstead, N.H.

BY-LAWS

OF

LOCKE LAKE COLONY ASSOCIATION

ARTICLE I

Definitions

- Section 1: "Association" means the Locke Lake Colony Association.
- Section 2: "Articles" means the Articles of Association of Locke Lake Colony Association.
- Section 3: "Restrictions" means the Property Restrictions and Easements of the "Locke Lake Subdivision" recorded at Belknap County Registry of Deeds on May 25, 1966, at Book 462, Page 411.
- Section 4: "Lot" means any numbered parcel of land shown on a final plan of any section of Locke Lake Colony last recorded prior to the initial conveyance of such parcel.
- Section 5: "Common Property" means those tracts of land and facilities shown on any recorded plan of Locke Lake Colony which are intended to be devoted to the common use and enjoyment of the Owners and which are conveyed or are to be conveyed to the Association.
- Section 6: "Property" or "Locke Lake Colony" means the Lots plus the Common Property.
- Section 7: "Owner" means any person or entity who holds an equitable interest or an undivided equitable interest in any part of Locke Lake Colony, whether as land contract vendee or fee holder, except where such interest is held merely as security for the performance of an obligation.

ARTICLE II

Name, Principal Office and Purposes

The name, principal office and purposes of the Association shall all be as set forth in the Articles as from time to time amended.

ARTICLE III

Membership, Voting Rights and Property Rights

Section 1: Membership

Every Owner shall be a member of the Association.

Members are required to pay annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the Restrictions and herein. The membership rights of any Owner may be suspended by action of the Board of Directors of the Association during the period when the assessments remain unpaid. If the Board has adopted rules and regulations governing the use of the Common Property, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 2: Voting Rights

"At any meeting of the Association, each owner shall be entitled to cast one vote for each lot owned in connection with which a special assessment has been assessed by and paid to the Association during the then current fiscal year, if there has been such a special assessment; if no such special assessment shall have been made during the then current fiscal year, each owner shall be entitled to cast one vote for each lot owned in connection with which an annual assessment shall have been assessed by and paid to the Association during the then current fiscal year"

Any owner may attend and vote at such meeting in person, or by proxy (by instrument in writing signed by the Owner and filed with the Board). Where there is more than one record Owner of the same Lot, all such persons shall be members of the Association and any or all of such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the vote to which they are entitled. Where only one of such persons attend any such meeting, he may vote for himself and as agent for any absent Owner of his Lot without proxy designation. Where none of such persons attends such meeting, any designation of proxy must be signed by all such persons. In addition to the above proxy provisions, an Owner may assign his right to any first mortgagee of record.

AMENDED: July 30, 1977

Section 3: Property Rights in the Common Property

Every Owner shall have an easement of use and enjoyment, in common with others, in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot, which easements shall be subject to the following:

- (a) Liens and encumbrances presently of record
- (b) The rights of the Association, as provided in its Articles and By-Laws, to suspend the exercise of said easement by any Owner for any period during which his assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its rules and regulations adopted pursuant hereto, and
- (c) The rights of other Owners of property located in Locke Lake Colony to similar easements.

Section 4: Covenant for Maintenance Assessments

- (a) Obligation for Assessments: Each Owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association annual and special assessments to be fixed and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

The obligations herein imposed are to be construed in light of the holding of the Belknap County Superior Court in the matter of Tentindo et al v. Locke Lake Colony Association, Belknap Equity #11-972, case upheld by the New Hampshire Supreme Court in the matter of Tentindo et al v. Locke Lake Colony Association, 120 N.H. 593 (1980), which cases impose upon Association members, their heirs and assigns, liability for assessments imposed by the Association's Annual Meeting duly convened.

- (b) Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation and social welfare of the residents of the Property, including, without limitation, the improvement, operation and maintenance of, and the payment of taxes and insurance on, the Common Property, and the acquisition of labor, equipment, materials, management, and supervision of the Common Property.
- (c) Annual Assessments: Until the year beginning May 1, 1975, the annual assessment shall be Fifteen Dollars (\$15.00) per lot, subject to the provisions of subsection 4(e) hereinafter provided. A member who owns or has contracted to purchase more than one Lot shall be assessed for only one Lot.

- (d) Special Assessments: In addition to the annual assessments authorized hereinabove, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, an operating loss or the cost of any construction or unexpected repair or replacement upon the Common Property, or for any other purpose related to the Common Property, provided that any such assessment shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all Owners at least ten (10) days in advance thereof and shall have set forth the proposal to make such a special assessment. A member who owns more than one Lot shall pay a special assessment for each such Lot which has a residence constructed thereon; otherwise a member who owns or has contracted to purchase more than one Lot shall pay a special assessment for only one Lot.
- (e) Change in Amount of Annual Assessments: The Association may change the amount of the assessments fixed hereinabove prospectively, provided that any such change shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy, at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all Owners at least ten (10) days in advance thereof and shall have set forth the proposal to make such a change.
- (f) Quorum for Any Action Authorized Under Subsection (d) and (e): The quorum required for any action authorized by subsections (d) and (e) hereof shall be the presence at the meeting of Owners or of proxies, entitled to cast fifteen (15) percent of all the votes of the entire membership.
- (g) Due Dates of Annual Assessments: The annual assessments shall become due and payable on the first day of May in each year. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.
- (h) Certificate of Payment: The Board of Directors, upon demand by any Owner liable for an assessment, shall furnish to such Owner a certificate in writing signed by a member of said Board, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment and any assessment therein stated to have been paid.
- (i) Effect of Non-Payment of Assessment: Any assessment which is not paid when due, together with such interest thereon and cost of collection thereof as hereinafter provided,

shall become a continuing lien on the Lot and appurtenant interest of the delinquent Owner, which shall bind such property in the hands of said Owner, his heirs, devisee, representatives and assigns. The personal obligation of the said Owner to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any annual assessment which is not paid by July 15, in its year of assessment, and any special assessment not paid within forty-five (45) days of its due date, shall bear interest from said due date at the rate of ten percent (10%) per annum, and the Association may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against said property in the manner provided by statute for the foreclosure of power of sale mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees, and said interest.

- (j) Subordination of the Lien: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties.

Section 5: Rules and Regulations

The Board of Directors is authorized to adopt from time to time rules and regulations for the use and operation of the Common Property which shall be posted in a conspicuous place on the Common Property and Owners shall be required to conduct themselves, and to see that their lessees, renters and guests conduct themselves, in accordance with said rules and regulations.

ARTICLE IV

Board of Directors

Section 1: Number

The management and control of the affairs of the Association shall be vested in and exercised by a Board of Directors consisting of not more than nine (9) nor less than three (3) persons, the number of which shall be fixed by the incorporators at their first meeting and thereafter shall be subject to change by the members of the Association at its annual meeting. Directors shall be elected, upon the organization of the Association by the incorporators, and thereafter by the members at each annual meeting of the Association.

Section 2: Term

All directors shall hold office for a two year staggered term and until their successors are elected and qualified. In the first year that this provision is effective, four of the Directors shall be elected for a two year and the remainder of the Directors shall be elected for a one year term. Thereafter all Directors shall be elected for a two year term. AMENDED: July 30, 1977

Section 3: Qualification

Only members of the Association shall be eligible to serve as Directors except that where a corporation is a member, any officer and any stockholder of such corporate member shall be eligible to serve as Directors. A person may succeed himself as Director.

Section 4: Vacancies

A vacancy on the Board of Directors shall be filled by appointment by the remaining Director or Directors. Each person so appointed to fill a vacancy, including any persons appointed to fill any vacancy in the first Board of Directors of the Association, shall serve for a period equal to the unexpired term.

Section 5: Meetings

A regular meeting of the Board of Directors shall be held on the fourth Saturday in July, immediately following the annual meeting of the Association, provided that the Board may by resolution, change the date and time of such meeting, special meetings of the Board of Directors shall be called upon the written request of two (2) members of the Board or at the discretion of the president of the Association and shall be held at the time and place specified in the respective request and call. Written notice of any regular meeting of the Board of Directors shall not be required. Written notice of special meetings shall be sent to each member of the Board at least five (5) days prior thereto, unless all of the Directors either are present at such meeting or waive such notice in writing.

Section 6: Powers and Duties

The Board of Directors shall have the following powers and duties:

- (a) To call special meetings of the Association whenever it seems necessary and it shall call a meeting at any time upon written, request of one-fourth (1/4) of the voting membership, as provided in ARTICLE VII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties,

fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

- (c) To establish, levy and assess and collect the assessments or charges referred to in ARTICLE III.
- (d) To maintain, alter, repair and otherwise care for the Common Property.
- (e) To adopt and enforce rules and regulations governing the use of the Common Property and the personal conduct of the members and their guests thereon.
- (f) To cause to be kept a complete record of all its acts and the corporate affairs and to present a statement thereof to the members at the annual meeting of the Association.
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those specifically otherwise conferred by these By-Laws, the Articles, the Restrictions or By-Law.

ARTICLE V

Officers

Section 1: Designation

The officers shall be a president, a treasurer, secretary and such other officers as the Board of Directors from time to time may determine. The president and treasurer shall be members of the Board of Directors. The secretary need not be a member of the Board or a member of the Association.

Section 2: Election

The officers shall be chosen by the incorporators at the organization meeting of the Association, and thereafter by majority vote of the Directors at their regular meeting. If the officers are not chosen at such organization meeting, they shall be chosen by the Directors at any regular or special meeting.

Section 3: Term

All officers shall hold office for a term of one year and until their successors are chosen except that the term of office of the initial officers chosen by the incorporators or the Directors, as the case may be, shall be determined by said incorporators or Directors,

Section 4: President

The president shall preside at all meetings of the Board of Directors and of the Association, and shall perform such other duties as may be required by the Board of Directors and the Association from time to time.

Section 5: Secretary

The secretary shall be ex-officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all meetings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 6: Authority

The Board of Directors may authorize any officer or officers, or any employee in conjunction with one or more officers, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument or to sign checks, drafts or other orders for payment of money or notes or other evidence of indebtedness, and such authority may be general or it may be confined to specific instances; and unless specifically authorized by the Board of Directors, no officer or Director, except the treasurer, shall have the power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it financially liable for any purpose or in any amount. The treasurer shall have such authority without such specific authorization.

Section 7: Funds

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the treasurer may select and for the purpose of such deposit the treasurer and the other officer and/or officers to whom such power is expressly delegated by the Board of Directors may endorse, sign and deliver checks, drafts and other orders for the payment of money to the order of the Association.

ARTICLE VI

Indemnification of Officers

Each Director and Officer of the Association (and their respective heirs, executors and administrators) shall be indemnified by the corporation against any cost, expense (including attorney's fees), judgment and liability reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which

he may be made a party or with which he shall be threatened, by reason of his being, or having been, a Director or officer of the Association, except with respect to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct as such Director or officer. In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the Association is advised by counsel that such Director or officer is not liable for willful misconduct as a Director or officer. The foregoing right of indemnification shall be in addition to any rights to which any Director or officer may otherwise be entitled.

ARTICLE VII

Meetings of Members

Section 1: Annual Meeting

The regular annual meeting of the members shall be held at Locke Lake Colony on the fourth Saturday in July in each year, at the hour of two o'clock p.m., or at such other time (not more than ten (10) days before or after such date) as may be designated by written notice of the Board mailed or delivered to the members not less than ten (10) days prior to the revised date for said meeting.

Section 2: Special Meetings

Special meetings of the members for any purpose may be called at any time by the president, by the majority of the members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership.

Section 3: Notice of Meetings

Notice of special meetings shall be given to the members by the secretary. Such notice shall be delivered to the members or shall be sent through the mail, postage thereon fully prepaid to his address appearing on the books of the Association, such delivery or mailing to occur at least ten (10) days prior to such special meeting and such notice to set forth in general the nature of the business to be transacted. No notice of the annual meeting shall be required unless the nature of the business to be transacted, under the terms hereof or of the Restrictions, requires such notice.

Section 4: Quorum

Unless otherwise provided in these By-Laws, the Articles, the Restrictions or by law, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, a one-tenth (1/10) of the votes the entire membership shall constitute a quorum for any action.

Section 5: Voting

At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the clerk. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his Lot or other interest in the Property.

ARTICLE VIII

Fiscal Year

The fiscal year of the Association shall begin on the first day of September each year. AMENDED: July 30, 1977

ARTICLE IX

Amendments

The By-Laws may be altered or amended by a two-thirds (2/3) vote of the members who are voting in person or by proxy at a meeting, notice of which, including notice of the proposed amendment or amendments, having been given to the members of the Association at least ten (10) days prior to the meeting. The quorum required for any such vote shall be the presence at the meeting of members or proxies, entitled to cast twenty-five (25) percent of all the votes of the entire membership.

ADOPTED: July 27, 1974 Supersedes Article IX as amended.

LOCKE LAKE COLONY ASSOCIATION

_____ By: Stewart J. Heger

Witness

President

A true copy attest:

[Signature]

Secretary

1977 OCT -4 PM 2:39
Curtis O. Wheeler
Registrar

LOCKE LAKE SUBDIVISION

Property Restrictions and Easements

1. All lots in this subdivision, as shown on the plan or amended plan entitled, "Subdivision Plan of Locke Lake, in Barnstead, New Hampshire", drawn by Lloyd F. Brown shall be used for residential purposes, except those lots designated on the plan as "commercial", "recreational or beach area", "clubhouse", "boat landing", and those lots which are from time to time utilized by the Locke Development Corporation as well water lots. NO STRUCTURE OR BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT OTHER THAN ONE SINGLE FAMILY DWELLING AND PRIVATE GARAGE AND/OR BOATHOUSE. Locke Development Corporation can amend the original plan to designate more commercial areas within the subdivision.
2. Any garage or boathouse shall conform in appearance to the residence structure on the lot.
3. Before any dwelling is erected, placed or altered on any lot, its plans and specifications must be submitted to the Building Control Committee, together with a site plan showing the proposed location of the structure on the lot and the proposed location of its leaching field and septic tank. No residential lot shall be sub-divided.
4. Every structure must conform to the following minimum standards. NOTE: THE ASSOCIATION HAS NO OBLIGATION TO SUPERVISE THE STRUCTURAL DESIGN OR CONSTRUCTION OF ANY BUILDING OR RELATED SYSTEM UNDER THESE RESTRICTIONS AND EASEMENTS.
 - a. Any residence erected on any lot in this subdivision shall have a minimum ground floor area of 600 square feet. The side that faces the street shall be considered to be the front of any dwelling erected in this subdivision.
 - b. All dwellings must have private inside bathroom facilities; a leaching field or dry well and minimum two hundred and fifty (250) gallon septic tank. NOTE: STATE OF NEW HAMPSHIRE REQUIREMENTS NOW SUPERCEDE THESE STANDARDS.
 - c. All sanitary plumbing shall conform with the minimum requirements of the Department of Health of the Town of Barnstead, and the State of New Hampshire.
 - d. All structures shall be completed on the exterior within six (6) months from start of construction including paint, stain or varnish on any exterior wood-surface.

Exterior walls must be finished with approved siding material or if concrete block is to be used as an exterior surface, it must be painted with two (2) coats of masonry paint.
 - e. Any reasonable change, modification or addition to the within restrictions shall be considered by the Locke Development Corporation, and if so approved, it will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions. The Building Control Committee shall consist of three (3) members appointed by the Locke Development Corporation. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans and specifications for all structures erected in this subdivision. The committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.
5. Any structure erected must set back not less than thirty (30) feet from waterfront lot line and not less than twenty (20) feet from any side street lot line. Side line set back shall not be less than twelve (12) feet. NOTE: TOWN OF BARNSTEAD ZONING REGULATIONS SUPERCEDE THESE SET BACK REQUIREMENTS.
6. NO FOR SALE SIGN OR ADVERTISING DEVICE OF ANY KIND SHALL BE ERECTED ON ANY LOT except on a new house previously unoccupied which is offered by the developer or builder, except signs placed by the Locke Development Corporation or its agent.
7. No wharf or pier may be erected without approval of the Building Control Committee.
8. Easements for the installation and maintenance of utilities or drainage facilities are reserved by the Locke Development Corporation, its successors and assigns in, over and under all the ways shown on the subdivision. Such other easements are also reserved to permit entry upon any lot to construct and maintain public utilities or Improvements, pipes, poles, wires, etc., whether under or above ground, so long as such construction and maintenance does not hinder or prevent the construction of buildings on any lots.
9. OWNERS OF OCCUPIED OR UNOCCUPIED LOTS SHALL AT ALL TIMES KEEP AND MAINTAIN THEIR PROPERTY IN THIS SUBDIVISION IN AN ORDERLY MANNER AND PREVENT ACCUMULATION OF RUBBISH AND DEBRIS ON THE PREMISES. NO TENT SHALL BE SET ON, NOR WILL TRAILER(S) BE PERMITTED ON ANY LOT OR WAY IN THE SUBDIVISION EXCEPT THAT A LOT OWNER MAY OBTAIN A PERMIT FROM THE BUILDING CONTROL COMMITTEE TO LIVE IN A TENT OR TRAILER(S) ON HIS LOT DURING CONSTRUCTION OF A DWELLING HOUSE. NO UNREGISTERED MOTOR VEHICLE, UNLESS GARAGED, WILL BE PERMITTED ON ANY LOT.
10. NO BUSINESS, TRADE OR ENTERPRISE OF ANY KIND OR NATURE WHATSOEVER SHALL BE CONDUCTED OR CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANY ANIMALS, BIRDS, FOWL OR POULTRY, EXCEPT COMMON HOUSEHOLD PETS. BE KEPT AT ANY TIME THEREON.
11. Any dwelling or garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.
12. There shall be no habitation in structures other than dwelling houses and no dwelling shall be occupied until substantially completed.
13. Control and management of Locke Lake itself is subject to the rules and regulations of the State of New Hampshire. Power boat size and horsepower will be regulated by Locke Development Corporation.
14. In order to maintain and improve Locke Lake Subdivision, and particularly the recreational areas, beaches, park and to pay the administrative costs, labor and materials used for such purposes, commencing on the first day of June, 1966, and on the first day of May of each year thereafter, the Purchaser of each lot (or title holder) if title has been conveyed, shall pay fifteen (15) dollars to Locke Development Corporation, its successors and assigns for such purposes. Annual payments shall be a lien on each lot and if not paid by July 15 of each calendar year, the Locke Development Corporation or its successors and assigns may enforce said lien as provided by law for sales under mortgages or as the lienor shall elect. Should any one Purchaser buy two or more lots, his annual payment provided herein shall not exceed fifteen (15) dollars total, but the lien of said annual payment shall extend to all of said lots purchased by him, and in the event said Purchaser resells a lot, then the successor Purchaser by accepting a contract or deed for said lot shall thereupon become liable for a like annual payment of fifteen (15) dollars which shall be a lien on said lot and enforceable under the same conditions as above provided.
15. Locke Development Corporation retains the right to lower and raise the water level of the lake.
16. Outside contractors will be required to waive the right of attachments and mechanics liens within this project area.
17. These covenants shall run with the land and shall be binding on all parties claiming under them for the maximum period permitted by New Hampshire law. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

*See Book 883, Page 941
for By-Laws*

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS

This declaration made this 13th day of May, 1978, by Locke Lake Colony Association, a New Hampshire corporation with its principal place of business in Barnstead, County of Belknap and State of New Hampshire, hereinafter referred to as the "Association";

W I T N E S S E T H

WHEREAS, the Association is the owner of certain tracts or parcels of land located in Barnstead, County of Belknap, State of New Hampshire, with the improvements thereon, said real property having been conveyed to it by Quitclaim Deed of Locke Development Corporation, dated May 6, 1974, recorded May 9, 1974 in Book 632, Page 174 of the Belknap County Registry of Deeds, and by other Quitclaim Deeds of Locke Development Corporation to the Association as recorded in the Belknap County Registry of Deeds, and;

WHEREAS the Association, by virtue of its Articles of Agreement as recorded with the Secretary of State in Concord, New Hampshire on November 24, 1970, and by virtue of its By-Laws, as originally enacted and as now in full force and by any and every other power, does levy and collect special assessments against each lot annually to defray the operating loss or cost of any construction or repair or replacement of Common Property, or for any other purpose relating to the Common Property, and;

WHEREAS, the Association has been levying and collecting special assessments upon a vote of two-thirds (2/3) or more of the vote of the members of the Association at meetings of the Association, all lot owners in the development being given actual notice in writing of said meeting and being notified of the assessment in writing after the meeting, and;

WHEREAS, certain conveyances out by Locke Development Corporation to individual lot owners did allow the grantor, Locke Development Corporation, its successors and assigns the right, from time to time, to amend the restrictions and easements as recorded in the Belknap County Registry of Deeds, in whole or in part, by recording an amended certificate in said Registry, and;

WHEREAS, the Association is the successor and assignee of Locke Development Corporation and was specifically given the authority to levy special assessments upon the individual lot

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ATTORNEYS AT LAW
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owners in the development in the deed of Locke Development Corporation to the Association as recorded in the Belknap County Registry of Deeds at Book 632, Page 174 at Page 205, and;

WHEREAS, the Association does desire to amend the restrictions heretofore recorded in Book 462, Page 41 $\frac{1}{2}$ of the Belknap County Registry of Deeds, to specifically give the world constructive notice of its ability to levy special assessments;

NOW THEREFOR, the Locke Lake Colony Association does hereby declare as follows:

- 1) That by virtue of any and all powers conferred and/or held by it, the Association does hereby amend the "Certificate of Locke Lake Subdivision Property Restrictions and Easements", as recorded in the Belknap County Registry of Deeds on May 25, 1966 in Book 462, Page 41 $\frac{1}{2}$ to allow the Association, its successors and assigns a Special Assessment, over and above the annual assessment of \$15.00 as provided for in Paragraph 14 of said restrictions.
- 2) The Special Assessment shall be a lien against each and every lot in the development and it shall be the personal obligation of each lot owner.
- 3) The Special Assessments as levied by the Association shall be used for defraying, in whole or in part, the cost of any construction, repair, replacement, or other work upon the Common Property, or for any other purpose related to the Common Property.
- 4) The Special Assessments shall be made annually and the amount of any such assessment shall be determined by a two-thirds (2/3) vote of the voters at an annual or special meeting of the Association, no meeting shall be held unless at least ten (10) days prior thereto there shall have been sent, by U.S. mail postage prepaid to each lot owner's last known address according to Association records, a notice of said meeting and a proposal of the Association setting forth the amount of any proposed Special Assessment.
- 5) Upon any conveyance or inheritance of any lot, the new owner or owners shall notify the Association, in writing, of the address to which the notice referred to in Paragraph 4 above shall be sent.
- 6) The Association, by vote at the annual meeting, may elect to charge lot owners without improved lots an amount less than the amount assessed against an improved lot, being a lot with a structure thereon.
- 7) Additional information concerning Special Assessments is set forth in the By-Laws of Locke Lake Colony Association, a true copy of which is attached hereto and incorporated herein by reference and information may be obtained from the Association in Center Barnstead, New Hampshire.

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8) The recording of this instrument is not intended to in any way effect special assessments heretofore made by the Association, said assessments having been made since 1972.

9) That, in addition to being an amendment, this instrument is also a declaration of a Special Assessment in and of itself.

10) Written notice of the recording of this instrument has been or will be sent to all members of the Locke Lake Colony Association, being each and every person owning a lot in the Locke Lake Subdivision.

LOCKE LAKE COLONY ASSOCIATION

By: 
James Coughlin, President

STATE OF NEW HAMPSHIRE

Belknap, SS.

May 13, 1978

Personally appeared the above-named, JAMES COUGHLIN, President of Locke Lake Colony Association, a New Hampshire corporation, and he did acknowledge that he executed the foregoing instrument in his capacity as President of said corporation, being authorized so to do, and he did acknowledge the foregoing instrument to be his voluntary act and deed in said capacity.

Before me,


Notary Public/Justice of the Peace

My commission expires: _____

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Rights and Responsibilities for Better Communities

Principles for Homeowners and Community Leaders

Homeowners Have the Right To:

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees and standing for election.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners Have the Responsibility To:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

Community Leaders Have the Right To:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.

6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

Community Leaders Have the Responsibility To:

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community—owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)