



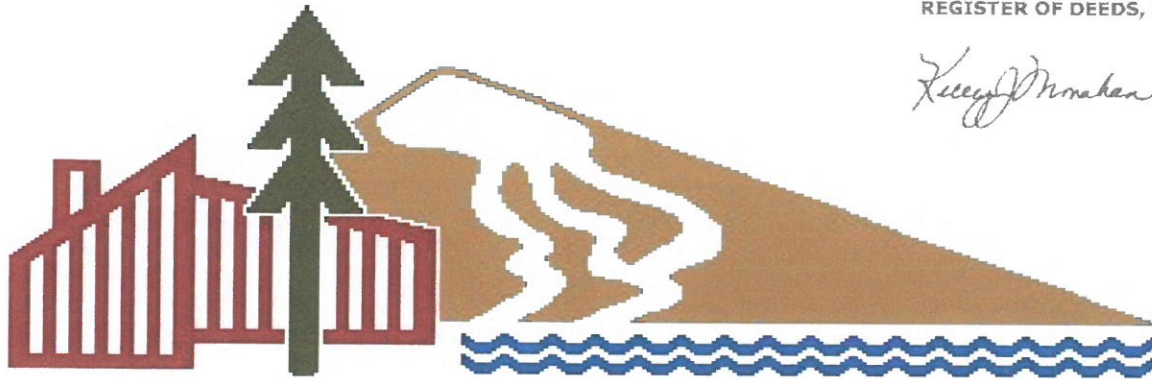
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REGISTER OF DEEDS, GRAFTON COUNTY

*Kacey M. Mahan*

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## **WATERVILLE ESTATES**

### **Amended and Restated Property Restrictions, Easements and Covenants**

Revised as of January 7, 2013

# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

### ARTICLE I DECLARATION

The Declaration of the original Property Restrictions, Easements and Covenants to run with the title to Waterville Estates was recorded by Locke Waterville Corporation at the Grafton County Registry of Deeds on August 12, 1969, at Book 1097, Page 163. Locke Waterville Corporation recorded the Revised Property Restrictions, Easements and Covenants on April 13, 1972 at Book 1162, Page 252. Subsequently, the Property Restrictions, Easements and Covenants have been amended numerous times, amendments having been recorded at Grafton County Registry of Deeds. These subsequent amendments can be found appended at the back of this document.

Waterville Estates Association, as successor to Locke Waterville Corporation and as representative of the Owners of Waterville Estates in an effort to consolidate the Revised Property Restrictions, Easements and Covenants together with the various amendments in a single document, in accordance with Article XVI of the RECs, hereby amends the Waterville Estates Revised Property Restrictions, Easements and Covenants, as previously recorded and amended by replacing the Revised Property Restrictions, Easements and Covenants with these amended and restated Property Restrictions, Easements and Covenants which shall take effect upon its approval by the Association membership and recording at Grafton County Registry of Deeds.

In adopting the Amended and Restated Waterville Estates Revised Property Restrictions, Easements and Covenants, it is the intention of the Association to adopt the doctrine of Dependent Relative Revocation such that in the event the Amended and Restated Property Restrictions, Easements and Covenants or any portion thereof is for any reason found to be unenforceable, the original Revised Property Restrictions, Easements and Covenants, as previously amended shall, to that extent, be deemed to remain in full force and effect.

These Revised and Restated Property Restrictions, Easements and Covenants shall hereafter in this declaration be referred to as simply the Waterville Estates Property Restrictions, Easements and Covenants.

### ARTICLE II DEFINITION OF TERMS

- A. Waterville Estates – The real property formerly owned by Locke Waterville Corporation, in the Towns of Campton and Thornton, Grafton County, New Hampshire being more particularly described in Appendix A hereto, and any other real property added pursuant to the terms of Articles XIII or XIV hereof.
- B. Locke – Locke Waterville Corporation, or its successors or assigns.
- C. Restrictions and Easements – The governing document or rules under which title to residential property in Waterville Estates has been acquired, owned and transferred and all revisions adopted since acquisition of the property.
- D. Homesite – A standard residential lot as shown upon final plans of Waterville Estates last-recorded prior to the initial conveyance of such lot.
- E. Cluster – A piece of land which includes a Cluster arrangement of residential homes or town houses each with a minimum area for a Cluster Homesite and the remaining area as open space for common use by owners of Cluster Homesites on that specific piece of land, as

# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

shown upon final plans of Waterville Estates last-recorded prior to the initial conveyance of any Cluster Homesite on said piece of land.

- F. Cluster Homesite – A residential lot contained within a Cluster as shown upon final plans of Waterville Estates last-recorded prior to the initial conveyance of such lot.
- G. Condominium Site – A parcel of land intended for condominium construction as shown on final plans last-recorded prior to the initial conveyance of a Condominium Unit at said Site
- H. Condominium Unit – A living unit submitted to New Hampshire Unit Ownership of Real Property Act, or the New Hampshire Condominium Act.
- I. Living Site – An undeveloped Condominium Site, Cluster Homesite or Homesite.
- J. Living Unit – A residential structure built or placed on a Living Site, such as a single family residence or a Condominium Unit.
- K. Commercial Property – A parcel of land intended for commercial use, such as a ski area, restaurant, inn, and convenience shops, and which is designated for such a specific commercial use or merely for general commercial use on final recorded plans of Waterville Estates.
- L. Common Property – Those parcels of land, together with any facilities located thereon or interests therein, intended to be devoted to the common use and enjoyment of all of the owners of Living Units in Waterville Estates as shown on final plans of Waterville Estates last recorded prior to the conveyance of such parcels to the Waterville Estates Association.
- M. Cluster Common Area – That portion of a Cluster which is not designated as a Cluster Homesite and which is intended for common use by owners of Cluster Homesites within that specific Cluster.
- N. Town House – A single-family residential structure that is connected to at least one other single-family residential structure.
- O. Building Committee – A Committee of three persons, appointed as provided for in Article III of the Property Restrictions, Easements and Covenants and the Waterville Estates Association By-Laws who are authorized to act on behalf of the Association to review, approve or disapprove building plans, specifications, site plans and location of septic systems for all structures, residential or otherwise, including condominiums, to be erected on any Living Site in Waterville Estates and to perform other functions as herein designated.
- P. Owner – Any person, persons or legal entity who holds title to any Living Site, Living Unit or Condominium Unit, individually, jointly or in common with another holder or holders.
- Q. Waterville Estates Association – A non-profit corporation of which all owners shall automatically become members, and to which all owners shall be obligated to pay assessments as provided in Articles XI and XII hereof.
- R. Recreational Facility – That portion of the Common Property used for recreational purposes including, but not limited to the community center facility, ski hill and external facilities.

### ARTICLE III BUILDING COMMITTEE

- A. The Committee may designate one of its members to act on its behalf and, prior to action under Section B, may replace vacancies in its membership.
- B. Appointments to and filling of vacancies in the Building Committee shall be made by the Board of Directors. Appointments may be terminated by a majority vote of the Board of Directors.
- C. In all respects, where approval authority was heretofore granted to the Building Committee relative to residential units on Living Sites and Cluster Living Sites, such approval authority

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

shall be extended to include construction of residential units on condominium sites. This shall include, but not be limited to securing the approval of plans prior to commencement of construction. The Building Committee shall have the power to place conditions prior to and during construction to ensure and enforce compliance with these Property Restrictions, Easements and Covenants. The Building Committee may require a performance bond and/or letter of credit prior to granting approval.

### **ARTICLE IV WATERVILLE ESTATES ASSOCIATION**

- A. Subject to Article IV (B), each Owner of a Living Site and each Owner of a Living Unit shall automatically be deemed to be a member of said Association with one vote per Owner regardless of the number of Living Sites or Living Units owned. When there is more than one person as owner they must decide among themselves how their one vote shall be cast, and provided further that said owner is in good standing with regard to all Association requirements and is not delinquent in the payment of annual dues and CIF assessments as described in XI and XII.
- B. Only Owners of a Living Unit shall have the right to vote on proposed changes to dues for the use of WEA Recreational Facilities.

### **ARTICLE V COMMON PROPERTY.**

- A. Common Property shall be all real estate and improvements conveyed to and accepted by the Association for the use and enjoyment of the Owners at Waterville Estates as of the date hereof or as may be conveyed and accepted to the Association hereafter. The Association has transferred, and may in the future transfer title to part or all of such Common Property to the Waterville Estates Village District when the Association Board of Directors has determined that such a transfer is in the best interest of the Association members and is the most economical and efficient means of ownership and management of the said Common Property. The Board of Directors shall ensure that any such transfer of property to the Village District shall not alter the character and rights of use of such Common Property as defined herein.
- B. All Owners who have paid their dues and CIF assessments when due, and conform to the pertinent rules and regulations developed in accordance with the authority contained in the Association By-Laws, shall be entitled to use the Common Property, subject to the limitation set forth in Article V (C).
- C. Only Owners of Living Units, including for the purpose of this Article, Owners of Living Sites who hold a valid building permit to construct a Living Unit, may use that portion of the Common Property relating to Recreational Facilities.
- D. Notwithstanding Article V(C), those who own Living Sites when Article V (C) is adopted will be permitted to continue using that portion of the Common Property relating to Recreational Facilities until: 1) title to the Living Site is transferred; or 2) ten (10) years has elapsed from the date Article V(C) was adopted, whichever occurs first.



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## Property Restrictions, Easements and Covenants

### ARTICLE VI CONSTRUCTION ON HOMESITES, CLUSTER HOMESITES AND CONDOMINIUM SITES

Any construction of improvements on Homesites, Cluster Homesites or Condominium Sites shall be subject to the following:

#### A. Building

- (1) Except on Condominium Sites, no structure or buildings, other than one single-family dwelling, which shall not exceed 2½ stories in height above the full foundation, shall be erected, altered, placed upon or permitted to remain upon any Homesite or Cluster Homesite except that additional one story outbuildings may be erected as provided in Section B, below.
- (2) Condominium Buildings may be built on Condominium Sites in accordance with plans approved in advance by the Building Committee.

#### B. Outbuildings

Limited one-story outbuildings, such as a garage or tool shed, may be constructed on a Homesite, Cluster Homesite, or Condominium Site if the Building Committee authorizes such construction in advance, but in no event shall any additional unattached living quarters be authorized.

#### C. Temporary Structures

No temporary structure shall be built upon any Homesite or Cluster Homesite except that necessary for use in the course of construction of approved permanent buildings. Such temporary structures shall not remain on such premises for more than six months or shall be removed upon completion of construction whichever occurs first.

#### D. Approval of Plans

##### (1) Approval

No building or other structure, whether temporary or permanent, shall be commenced, erected, placed or maintained, on any Homesite, Cluster Homesite, or Condominium Site, nor shall any exterior addition to or exterior change in any building or other structure be made until adequate plans, specifications, site plan, sewage system plan and other pertinent data showing the nature, kind, shape, height, materials, color, location, orientation of such building or other structure, additions or changes, are approved in writing by the Building Committee. Specifications in the Building Regulations, which may be changed from time to time, shall be established by the Building Committee, and are incorporated into these REC's by reference and enforceable under the terms of Article VI D(2) (c) and (d). The plan for approval shall specify the nature and location of any proposed landscaping and will include an assessment of the harmony of exterior architectural design and location in relation to surrounding structures and topography. The plan will specify the identity of the general or principal contractor and shall include his resume with documentation of competence, assurance, and financial capability. Only written approval by the Building Committee shall be honored. Deviation from the approved plan during or as a result of construction will result in action by the Building Committee

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(2) Failure to Act.

In the event said Committee fails to approve or disapprove such design, location and contractor within thirty (30) days after all of the aforesaid data has been submitted to the Committee, approval will not be required and this subsection will be deemed to have been fully complied with.

- a. Disapprovals. Any disapproval shall be accompanied by a statement of the reasons thereof.
- b. Preliminary Plans. Preliminary plans may first be submitted for purposes of discussion prior to the request for approval on a formal basis to avoid unnecessary delay or hardship.
- c. Conformity with Plans and Laws. Any such improvements, addition or change shall be carried out in strict conformity with such approved plans and specifications and with any governmental codes, ordinances, statutes and regulations which may apply.
- d. In the event of commencement of construction on any Living Site without the prior approval of the Building Committee, or if such construction fails to conform with the plans as approved by the Building Committee, upon receipt of notice of lack of approval or non-compliance with approvals by the Owner from the Association and/or Building Committee, the Owner shall:
  - (i) in the case of lack of prior approval, immediately cease construction on the Living Site and no further construction shall take place until the issuance of a building permit by the Building Committee; or
  - (ii) in the event that construction is other than in accordance with approved plans, specifications and other submitted and approved construction documents, assure that any further construction shall be such that all prior and future construction is brought into compliance with plans previously approved by the Building Committee prior to any continued construction.
- e. The Association may, upon its own initiative or upon request of the Building Committee, assess a penalty in the amount of \$100.00 per day against any Owner who continues to construct without prior Building Committee approval, or other than in conformance with the approved plans, specifications and other documents following notice of such violations, or who fails to complete the improvements within the time requirement set forth in Section H., below. Such assessment shall constitute a lien on the property and may be made a matter of record by filing said lien in the Grafton County Registry of Deeds in accordance with the Declaration. The Association shall have the right, on behalf of all Owners at Waterville Estates, to seek various legal and equitable remedies, including an injunction to prevent further construction which is either unauthorized by the Building Committee or other than in compliance with plans, specifications or other documents previously approved by the Building Committee.
- f. The Association shall be entitled to be awarded all court costs and reasonable attorney's fees incurred by the Association in enforcing the provisions of this or other sections herein.

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## Property Restrictions, Easements and Covenants

### E. Types of buildings

No mobile homes, trailers, travel trailers, or tents are permitted on any Homesite, Cluster Homesite or Condominium site unless otherwise approved in advance by the Building Committee.

### F. Set Back Lines

All buildings on Homesites shall be placed at least 50' back from the front lot line and 25' back from the side lines and the rear lot line; and all buildings on Cluster Homesites shall be at least 30' away from all exterior Cluster boundary lines.

### G. Cutting of Living Trees

The Board of Directors shall direct the Building Committee or a sub-committee of the Building Committee, to develop a policy for the management of trees on every living site. The policy must include management of trees before construction of a living unit, management in anticipation of construction, during construction, and after the completion of the living unit or condominium unit. The Committee shall report to the Board of Directors through the Building Committee or as otherwise directed by the Board of Directors. The Tree Committee shall develop mechanisms for implementation of the policy. There shall be a means for enforcement to include a fine structure as part of the enforcement policy. The Board of Directors or its designee may amend the tree policy from time to time as deemed necessary by the Board of Directors to meet the wishes of the Waterville Estates Association community of Owners and only the Board of Directors shall be authorized to approve revisions to the tree policy.

### H. Completion of Construction

The exterior of all buildings on Homesites or Cluster Homesites shall be completed within nine months from the date of receipt of written authorization to start of construction, including acceptable exterior finish as provided for in specifications approved by the Building Committee, and all rough grading must be completed and all debris removed from the property within such time. The Building Committee may extend the nine-month period for completion of construction for a reasonable period of time upon the request of the Owner and upon the Owners' demonstrating good cause for the requested extension.

### I. Foundation and Bathroom Facilities

All buildings on Homesites, Cluster Homesites or Condominium sites must contain permanent foundations and must have modern inside bathroom facilities.

### J. Chimney Lining

All chimneys intended for exhausting live fires in buildings on Homesites, Cluster Homesites or Condominium sites shall have their flues lined their entire height with standard clay lining or other lining approved by Underwriters Laboratories and by the local fire authorities and/or State Fire Marshall.

### K. Fences

Fences or other obstructions shall not be erected on Homesites, Cluster Homesites or Condominium sites without prior written approval of the Building Committee.

# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

### L. Flowage

No Owner of a Homesite, Cluster Homesite or Condominium sites shall direct or redirect the natural course of water, drainage, and runoff so as to alter its natural flow and cross the land of another without written prior approval of the Building Committee.

### M. Television Antenna

No television antenna shall be erected on a Homesite, Cluster Homesite or Condominium sites so as to be exposed to public view without the prior written approval of the Building Committee.

### N. Variance

Where strict conformity with the provisions of this Article VI would cause undue hardship or injustice to an Owner, the Building Committee shall have the authority, after notice to all abutters and a hearing thereon, to approve a variance there from, provided that there is substantial compliance with the spirit of said provisions and provided that it is determined by the Building Committee that other Owners are not adversely affected by such a variance to a material degree.

## ARTICLE VII LAND USE – LIVING SITE

### A. Unregistered Motor Vehicles

No unregistered motor vehicles shall be allowed to remain on any living site.

### B. Hanging of Clothes

No clothes, linens, rugs or similar articles shall be hung or left on a Living Site so as to be exposed to public view.

### C. Exterior Fuel Tanks

No exterior fuel tank for the storage of fuel may be maintained on any Living Site unless buried or housed in a structure approved by the Building Committee. If fuel tanks (gas, oil or kerosene) are not exposed to public view from the road or from neighboring properties, then enclosing them is at the discretion of the Owner. ALL SUCH ENCLOSURES SHALL COMPLY WITH LOCAL, STATE AND FEDERAL SAFETY AND ENVIRONMENTAL REQUIREMENTS. Disputes regarding the implementation of this sub-section shall be resolved by the Building Committee.

### D. Storage of Garbage

Garbage, trash, and other refuse stored on a Living Site must be kept in receptacles designed for such purposes and must be kept out of public view at all times. All such refuse shall be properly disposed of off-site at least once a week.

### E. Care of Living Sites

The structures and grounds on each Living Site shall be maintained at all times in a neat and attractive manner without the accumulation of rubbish and debris. If in the opinion of the Building Committee and/or the Waterville Estates Association Board of Directors, any Living Site or structure thereon is untidy, unsanitary, unsafe or unsightly, they or any one of them



# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

may enter any Living Site or structure and take necessary action to preserve public safety and restore a neat and clean appearance; provided that the owner of such Living Site has been notified in writing and has failed to take corrective action within 30 days of receipt of written notice. Any reasonable expense so incurred by the Waterville Estates Association shall be borne by such Owner and, if not paid within 30 days of receipt of notification of the amount due thereof, shall be a lien against the property of such Owner. Priority of this lien will be determined by the date of its recording.

### **F. Signs**

No "for sale" signs, rent signs, contractor's signs or advertising devices of any kind shall be placed on any Living Site or other property within the Waterville Estates community unless otherwise approved in advance by the Building Committee.

### **G. Leasing Limitation**

A Living Unit may be leased to only one family at a time, although at any time a reasonable number of members of other families may occupy a Living Unit, for a brief period of time, not to exceed thirty (30) days, as guests of the lessee family. Multiple family Living Units are not permitted in Waterville Estates.

### **H. Residential Use**

This development is for residential purposes, and no business, trade or enterprise of any kind is authorized to be conducted upon any Living Site, provided however, the Building Committee may approve, in writing, professional or semi-professional use of any Living Site. The intent is to authorize, with approval, artists, doctors, architects, and others of a similar type of occupation to practice their professions provided that their business activity does not alter the residential character of a Living Site.

### **I. Subdivision**

No Homesite or Cluster Homesite may be subdivided or combined so as to result in a total increase of Living Sites/Condominium Sites/Living Units without prior approval of the Building Committee.

## **ARTICLE VIII LAND USE – COMMON PROPERTY**

Subject to Article V, all Common Property is and shall remain primarily for the use and benefit of Owners, their families, guests and/or renters; provided, however, that the Board of Directors of the Waterville Estates Association shall have the authority to permit the Common Property to be used under certain limited circumstances by such persons or entities, including members of the public, and for such purposes as they may deem appropriate and in the best interest of the Owners and for such a fee as deemed reasonable under the circumstances. The use of all Common Property by all parties shall be subject to all rules and regulations concerning use and care of Common Property adopted by the Waterville Estates Association and subject to the provisions of Article X herein below.

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

### **ARTICLE IX LAND USE - CLUSTER COMMON AREA**

All Cluster Common Area is and with the exception of roads as set forth in Article X (herein below) shall remain the private property of the Cluster Property Owners. Cluster Common Area within any specific Cluster, except the roads, shall be used exclusively by Owners of Cluster Homesites located within that Cluster, or guests accompanied by such Owner. The use of Cluster Common Area within any specific Cluster shall be subject to any rules and regulations concerning use and care of the Cluster Common Area as adopted by a majority of the Owners of Cluster Homesites within that Cluster and further subject to:

- A. The provisions of Article X herein below:
- B. The rights of the Owners of Cluster Homesites within any specific Cluster, by vote of the Owners of a majority of the Cluster Homesites within that Cluster under the direction of the Waterville Estates Building Committee, to establish easements for the installation and maintenance of utilities, drainage facilities, sewage facilities and access driveways across the Cluster as may be required, so long as said easement does not interfere with or hinder construction of buildings. The establishment of such an easement across a Cluster shall be determined in the first instance by the method that most nearly preserves the natural beauty of the Cluster Common Area within that Cluster.
- C. Any improvements proposed to be made to or constructed upon any Cluster Common Area must be approved in advance by vote of the Owners of at least three quarters of the Cluster Homesites within that Cluster and by the Building Committee of the Association which will be guided generally by the standards and procedures set forth in Article VI, herein above.

### **ARTICLE X RIGHTS AND EASEMENTS RESERVED**

The ownership and occupancy of Living Sites, Cluster Common Area and Common Property of Waterville Estates are subject to the following rights and easements not otherwise mentioned herein:

- A. The right of the Waterville Estates Association to suspend the rights of any Owner to use the Common Property and to vote in Association matters for any period during which his/her assessment(s) is/are due and unpaid.
- B. Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Village District in, over and under all roads and ways and in, over and under any Living Site, Cluster Common Area, or Common Property, so long as said construction and maintenance does not seriously hinder or prevent the construction or occupancy of a Living Unit on any Living Site.
- C. Common bridle path easements shall be reserved for a width of 10 feet along the rear and/or sides of each Cluster and each Homesite for horseback riding, hiking, x-country skiing, and other similar activities.

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

- D. The right of the Association to convey or otherwise dedicate the roads in Waterville Estates to the Town of Campton or Thornton or to the Waterville Estates Village District for public use.
- E. The right of Waterville Estates Association to authorize and control the use of snow machines, snowmobiles, OHRVs (as defined by NH State regulations) and motorbikes within Waterville Estates.

### **ARTICLE XI ASSESSMENT OF DUES**

Each Owner, by acceptance of a deed to one or more Living Site(s) or Living Unit(s), as the case may be, whether or not it be expressed in such deed, shall be deemed to covenant and agree to pay to the Waterville Estates Association any dues assessments levied as provided herein.

#### **A. Administrative Cost Amount.**

Owners of Living Units and Living Sites, as of June 15 of each year, shall pay to the Waterville Estates Association, the sum of \$120.00 (or a sum as adjusted by Section C below) for administrative costs for the management of Waterville Estates Association, governing Board policies and regulations, legal council, and liability management.

#### **B. Recreational Facility Usage Amount**

Owners described in Article V(C) and (D) as of June 15 of each year, shall pay to the Waterville Estates Association, the sum of \$345.00 (or a sum as adjusted by Section C below).

#### **C. Adjustment of Amount.**

The Waterville Estates Association may, from time to time, revise the amount of dues assessed for Administrative Costs and/or Recreational Facility Usage by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last-known address of each member of Waterville Estates Association with a deadline for returning such ballot set at least thirty (30) days after such mailing date. In the event the Association approves an adjustment of the amount during the course of the fiscal year, the Association may, at the direction of the Board of Directors, prorate the balance due for the remainder of the year based on the newly approved adjustment. In such case, the additional or amended billing shall be submitted by the Association to the Owners.

#### **C. Payment of Dues.**

Dues shall be paid to the Waterville Estates Association within thirty (30) days of issuance of the invoice for such dues.

#### **D. Accounting.**

The Waterville Estates Association shall make an annual account of the application of dues collected and reported in the Financial Report at the WEA Annual Meeting.

# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

**E. Effect of Non-Payment of Dues.**

Any assessment(s) which are not paid when due, together with interest thereon, at the rate of 2% per month, commencing on the due date, together with a \$2.00 per month billing charge from and after the date any duplicate or second bill is sent for non-payment, plus any costs of collection thereof, shall be a charge and a continuing lien on the Living Site or Living Unit against which the delinquent assessment is made, which lien shall be binding upon such Living Site or Living Unit in the hands of its Owner, his heirs, devisees, representatives and assigns.

**F. Enforcement.**

The Waterville Estates Association may bring an action against the Owner(s) personally obligated to pay the same or may foreclose the lien against said Living Site or Living Unit in the manner provided by statute for the foreclosure of power of sale mortgages, and the cost of collection to be added to the amount of such assessment shall include the cost of processing such action, or foreclosing said lien, including reasonable attorneys' fees. The lien of the assessments provided for herein shall be subordinate to real estate taxes due and any prior recorded mortgages or liens of record upon the properties subject to assessment, and, with respect to Condominium Units, to any lien for delinquent common expenses.

**G. For Property Owners of more than one Living Unit/Living Site, dues shall be assessed as follows:**

- (1) Dues shall be required to be paid for each Living Unit owned and habitable as of the dues payment date.
- (2) An Owner of more than one undeveloped Living Site shall be assessed dues for only one Living Site.
- (3) An Owner of a Living Unit, who also owns an undeveloped Living Site(s), shall not be assessed dues for the undeveloped Living Site(s).

### ARTICLE XII CAPITAL IMPROVEMENT FUND (CIF) ASSESSMENTS

Each Owner, for each separate property owned, at the time the interest in real estate is purchased, inherited, traded or otherwise acquired (other than a child taking such an interest from a parent) shall

- (1) by acceptance of the deed to an interest in real estate evidenced by the recording of a deed or instrument in the Grafton County Registry of Deeds;
- (2) by acquiring an equitable, beneficial or insurable interest in or to real estate (including but not limited to any fractional interest therein) whether or not such an interest is acquired by deed or other instrument; or,
- (1) by any other instrument, including but not limited to a trust, will, substitute or by inheritance

be deemed to covenant and agree to pay to the Waterville Estates Association a Capital Improvement Fund (CIF) Assessment for each such property, said CIF monies to be held in a CIF account to be applied to such capital improvements as the Board of Directors may from time to time deem appropriate. Assessments shall be levied and liens for non-payment shall be obtained as provided for herein.



# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

### A. Living Unit

In the case of an Owner who takes title by deed to a Living Unit, the CIF assessment shall be immediately due and payable to the Waterville Estates upon the date of execution of the deed transferring title to the Living Unit or, in the case of obtaining title by an inheritance, upon granting of final approval of estate administration by a court of competent jurisdiction vesting title to the real estate to a legatee or legatees. When a present Owner of a Living Unit in the Estates, who has previously paid a CIF assessment on that unit in accordance with Article XII. C. 4, purchases one or more additional Living Units in the Estates while retaining ownership of the first unit(s), the full CIF assessment on the newly acquired Living Unit(s), shall be paid for each newly acquired unit in accordance with ARTICLE XII C. 4, herein below.

### B. Living Site

- (1) In the case of an Owner who takes title to an undeveloped Living Site, one-half of the full amount of the CIF assessment as set forth below or as it may be amended from time to time, shall be due and payable to the Waterville Estates Association upon the date of execution of the deed transferring title to the Living Site.
- (2) Upon application for a building permit to construct a dwelling upon a Living Site, the second half of the CIF assessment shall be due and payable to the Waterville Estates Association. In the event the Living Site with the newly completed residential structure is conveyed within ninety (90) days following the expiration of the building permit, the second half of the CIF assessment will be refunded to the original Owner. The CIF assessment due from the purchaser shall be calculated at the full Living Unit rate then in effect.

### C. Amount

- (1) In the event a Living Site was acquired prior to July 1, 1983, no CIF Assessment shall be made upon the construction of a Living Unit upon the premises by said Owner. A CIF Assessment shall be made in the event of a transfer of said Living Site in the manner set forth below.
- (2) For Living Sites acquired between July 1, 1983 and March 31, 1987 (inclusive) a CIF Assessment in the amount of \$1000.00 shall be assessed upon the construction and occupancy of a Living Unit thereon providing the occupancy takes place while title is held by the same Owner or Owners of record as of March 31, 1987.
- (3) In the event a Living Site was acquired between April 1, 1987 and June 14, 1988 (inclusive) a CIF Assessment in the amount of \$2000.00 shall be assessed upon the construction and occupancy of a Living Unit thereon providing the occupancy takes place while title is held by the same Owner or Owners of record as of June 14, 1988.
- (4) A. Beginning on June 15, 1988 the Capital Improvement Fund Assessment shall be \$2000.00 per Living Unit and \$1000 per Living Site. In the case of a Living Unit, the \$2000.00 is fully due and payable upon the date of execution of the deed transferring title to the Living Unit or approval of the final account by the Probate Court in an estate establishing title to the Living Unit.  
B. In the case of a Living Site, upon which no Living Unit has yet been constructed, \$1000.00 shall be due upon the date of execution of the deed transferring title to the Living Site or approval of the final account by the Probate Court in an estate. An additional \$1000.00 CIF assessment shall be due and payable upon completion of a

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

Living Unit upon the site and occupancy thereof providing such occupancy takes place while the same Owner is the Owner of record. In the event occupancy takes place following conveyance by an Owner having paid only the Living Site CIF assessment, the successor Owner shall be fully assessable for the full CIF assessment then in effect.

**D. Accounting.**

Waterville Estates Association shall make an annual accounting of the application of Capital Improvement Funds and publish same in its Annual Report.

**E. Effect of Non-Payment of CIF Assessment.**

Any CIF Assessment which is not paid when due, together with interest thereon, at the rate of 24 percent per annum commencing on the due date, and cost of collection thereof, shall be a charge and a continuing lien on the Living Site or Living Unit against which the delinquent assessment is made, which lien shall bind such Living Site or Living Unit in the hands of its Owner, his heirs, devisees, representatives and assigns.

**F. Enforcement.**

The Waterville Estates Association may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against said Living Site or Living Unit in the manner provided by statute for the foreclosure of power of sale, mortgages, and the cost of collection to be added to the amount of such assessment shall include the cost of processing such action, or foreclosing such lien, including reasonable attorney's fees. The lien of the assessments provided for herein shall be subordinate to real estate taxes owed and any prior recorded mortgages or liens of record.

**G. Adjustment of Amount.**

The Waterville Estates Association may, from time to time, revise the amount of the CIF assessment by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last-known address of each Property Owner of Waterville Estates with a deadline for returning such ballot set at least thirty (30) days after such mailing date.

**H. Sales and Purchase of New Living Units or Sites**

As stated in XII (A) and XII (B), the CIF assessment is due to Waterville Estates Association when an Owner takes title of a Living Unit/Living Site. The Owner of a Living Unit or Living Site may be exempt from payment of all or a portion of the CIF assessment if they sell their current property and acquire a new property within the Estates within a ninety (90) day period. If the two involved properties are of like kind, both either Living Units or Living Sites, no CIF will be assessed. In the case of a Living Site being sold and a Living Unit being acquired, a CIF of one-half of the full CIF shall be assessed. The sequence of the transactions is immaterial. The ninety (90) day period shall commence on the date of the sale of the currently owned property as evidenced by the date of execution of the deed conveying the owner's interest in the property. The exemption period shall terminate on the ninetieth (90) day from the conveyance of the previously owned property.

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

### **ARTICLE XIII ADDITIONAL LIVING SITES SUBJECTED HERETO**

Living Sites, Condominium Units and interests in Clusters in Waterville Estates which are not owned by Locke or Waterville Estates Association, as successor to Locke Waterville Corporation as of the date of recording of this document may become subject to these Restrictions and Easements by the inclusion of a statement to that effect by the grantor or grantors in any deed conveying such a Living Site or Condominium or in any condominium declaration of such a Living Site, or by the Execution of such a statement by the record owner or owners thereof and the recordation of such deed, declaration or statement at the Grafton County Registry of Deeds, whether the recordation of such deed, declaration or statement is prior or subsequent to the date of recording of this document.

### **ARTICLE XIV ANNEXATION**

The Waterville Estates Association, as successor in interest to Locke Waterville Corporation, may, from time to time and in its sole discretion, annex to that portion of Waterville Estates as then currently constituted any other property which is contiguous to Waterville Estates as may be deemed appropriate.

#### **A. Manner of Annexation.**

The Board of Directors shall be and is hereby authorized to act on behalf of the Association in determining what lands, if any, shall be annexed to and become a part of Waterville Estates. The Board of Directors shall effect such annexation by recording a supplement to these Waterville Estates Property Restrictions, Easements and Covenants which supplement shall contain (i) a submission of the land to be annexed by the record owner and all mortgage holders thereon, and (ii) a description of the additional lands to be annexed, whereupon such annexed parcel shall be a part of Waterville Estates and subject to the Property Restrictions, Easements and Covenants then in effect and as the same may subsequently be amended, as fully as if the annexed parcel were a part of Waterville Estates as of the date of recording of the Property Restrictions, Easements and Covenants.

#### **B. Limitation.**

The Board of Directors shall assure, in the event of annexation of any lands, that the lands to be annexed are developed in such a manner so as not to result in an increase in the total Living Site density; that is, the number of Living Sites per acre of land, as exists in Waterville Estates prior to such annexation. The Board of Directors shall further ensure that the annexation does not result in a decrease in Common Property density, that is the number of acres devoted to Common Property compared to the total number of acres which exists in Waterville Estates.

# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

### **ARTICLE XV ENFORCEMENT**

In addition to the enforcement remedies provided herein above, these Restrictions, Easements and Covenants may be enforced by the Waterville Estates Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and if legal action is reasonably necessary for such enforcement, then the enforcing party shall be entitled to recover legal costs, including reasonable attorney's fees and other charges, if it prevails.

The Board of Directors of the Waterville Estates Association, in order to enforce the Property Restrictions, Easements and Covenants and in order to preserve and maintain the beauty and value of all owners' assets, shall develop rules for compliance which shall include a penalty fine structure for enforcement. Owners shall be informed in writing of violations, of the grace period for correction and of fines for non-compliance. Fines may be levied by the Board of Directors and other members of the Waterville Estates Association provided the member is in good standing. The Committee may recommend corrective action for violations and may levy fines to be approved by the Board of Directors. Failure to pay such fines will result in loss of member privileges and may result in a lien being placed upon the owner's property.

### **ARTICLE XVI GOVERNANCE**

Waterville Estates is a residential community governed by Bylaws, and Property Restrictions, Easements, and Covenants (RECs), plus numerous rules and regulations. Purchase of a Living Site, Living Unit, or a Condominium Unit comes with a commitment to be a member of the Waterville Estates Association in good standing and with the obligation to obey the Bylaws, RECs, and Waterville Estates rules and regulations.

To insure understanding of the responsibilities of ownership, the documents listed below should be reviewed by Owners. These documents can be obtained from the Association office, reviewed at the Community Center front desk, or accessed online at [www.waterville-estates.com](http://www.waterville-estates.com). It is the responsibility of each Owner to understand and adhere to all Rules and Regulations.

1. Property Restrictions, Easements, and Covenants, commonly referred to as the RECs, are the ultimate guiding documents that have provided the basis of the organization since its inception in the early 1970s. The document has been amended over the years to appropriately represent current financial and operational conditions.
2. The Association By-Laws mandate a Board of Directors and provide the structure by which the Board of Directors governs the Association.
3. The Association Rules & Regulations provide guidance for permissible use and activities within Waterville Estates. These apply to both members and non-members.
4. The Guide to Personal Conduct and Responsibility is a guideline for personal behavior within the Community Center and on Common Property by all those within Waterville Estates, members and non-members.
5. The Owner Admittance Policy defines the various types of passes available for access to the Community Center.



# **WATERVILLE ESTATES**

## **Property Restrictions, Easements and Covenants**

6. The RECs mandate the services of a Building Committee to oversee issues relating to property changes and enhancements. The Building Committee must approve plans for new construction and renovation. Construction must comply with the RECs and must comply with the approved building application. An application for building can be obtained from the Waterville Estates Association office or from the Association web site. Construction may not commence without the approval of the WEA Building Committee and without approval of the Town of Campton or Thornton in which the property is located. There are penalties and fines should construction not be in compliance.
7. The Waterville Estates Tree Policy outlines Owner responsibilities relating to tree removal and procedure for seeking approval and associated fines for non-compliance.
8. The Village District Policy Position for Undeveloped Areas and Un-established Lots is provided as guidance regarding the development of empty lots.
9. The Village District Road Standards policy relates to new development that may require the construction of a road.
10. The Waterville Estates Organizational Relationship, Responsibility document explains how Waterville Estates Association and Waterville Estates Village District work together for the benefit of all Owners.

The RECs, Bylaws, rules, regulations, and other governing documents are altered and updated from time to time and additional governing documents may be written. Owners are expected to keep current by reviewing and understanding the documents. All official documents, past and current, can be obtained at the Waterville Estates Association office. Documents posted on the Waterville Estates web site may not be official, but do represent those most currently in force.

**WATERVILLE ESTATES**  
**Property Restrictions, Easements and Covenants**

ARTICLE XVII DURATION

These restrictions and covenants shall run with the land after recording of this Declaration and shall remain in effect for the maximum legal period; provided that this Declaration may be amended (except as provided in Article XI, Section B regarding amendments to dues amounts, and to Article XIV, Section A regarding annexation) by affirmative vote of two-thirds (2/3) vote of those persons qualified and voting, a notice and ballot containing the proposed amendment(s) having been mailed to the last known address of each member of Waterville Estates Association with a deadline for returning such ballot set at least 30 days after such mailing date.

Executed this 7<sup>th</sup> day of January, 2013, pursuant to vote of the Owners of the Waterville Estates Association on Jan 19, 2013

Waterville Estates Association  
By: Paul Axelrod President  
It's duly authorized: President

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

Personally appeared the above named Paul Axelrod MD, the duly authorized President of Waterville Estates Association, and acknowledged the foregoing to be his free act and deed, before me.

Dated: 1/17/13

Judy L Kinney  
Notary Public/Justice of the Peace

JUDY L. KINNEY, Notary Public  
My Commission Expires September 17, 2013

I, Penny R. Joyal, certify that I am the duly elected Secretary of the Waterville Estates Association, and that the Association voted on Jan 19, 2013 to approve and adopt the Revised and Restated Property Restrictions, Easements and Covenants.

Penny R Joyal  
Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

Personally appeared the above named Penny Joyal and acknowledged the foregoing for the purposes set forth therein.

Dated: 1/11/13

Judy L Kinney  
Notary Public/Justice of the Peace

JUDY L. KINNEY, Notary Public  
My Commission Expires September 17, 2013

Date Commission Expires

# WATERVILLE ESTATES

## Property Restrictions, Easements and Covenants

### Appendix A

#### Description of Real Property

Those certain tracts of land, together with the buildings and other improvements now or hereafter located thereon, situate in the Towns of Campton and Thornton, New Hampshire, and conveyed to Locke-Waterville Corporation by the following deeds:

1. Deeds (1) of Allen L. Hanson, dated November 22, 1968, recorded said Registry, Book 1086, Page 141; (2) of Locke Development Corporation, dated December 11, 1968, recorded said Registry, Book 1087, Page 96, and rerecorded Book 1091, page 603; and (3) of Lloyd W. and Henrietta Butler, dated November 19, 1968, recorded said Registry, Book 1085, Page 540 – being Phase 1 of Waterville Estates and containing 847 acres, more or less.
2. Deed of Franconia paper Corporation, dated March 29, 1971, recorded Grafton County Registry of Deeds, Book 1136, page 405 – containing 341 acres, more or less.
3. Deed of Riverberry, Inc., dated September 28, 1970, recorded said Registry, Book 1127, Page 432 – containing 295 acres, more or less.

Excepting, however, those portions of the above-described premises to which Locke Waterville Corporation does not hold fee simple title as of date of recording of this document.



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REGISTER OF DEEDS, GRAFTON COUNTY

*Keegan Monahan*

**WATERVILLE ESTATES ASSOCIATION INC**

**SUPPLEMENT TO RESTRICTIONS, EASEMENTS  
AND COVENANTS**



# WATERVILLE ESTATES ASSOCIATION, INC.

## SUPPLEMENT TO RESTRICTIONS, EASEMENTS AND COVENANTS

WHEREAS, the original Restrictions, Easements and Covenants (REC's) for Waterville Estate Association, Inc. (WEA) were filed in the Grafton County Registry of Deeds on August 12, 1969 and most recently amended on January 7, 2013; and,

WHEREAS, WEA and Lewis and Christine Matson (MATSON) entered into a Final Stipulation dated June 12, 2012 (Waterville Estate Association v. Lewis and Christine Matson (Grafton County Superior Court Docket # 215-2011-CV-00536), wherein the parties agreed, among other things, to allow for the annexation of certain contiguous real estate owned by MATSON to the real estate contained within the geographical confines of Waterville Estates, said terms of the Final Stipulation being incorporated herein by reference; and,

WHEREAS, ARTICLE XIV of the REC's for WEA (Annexation) provides for the terms for the annexation of additional contiguous real estate into Waterville Estates; and,

WHEREAS, the real estate owned by MATSON is derived from two merged parcels and the title to said parcels may be found in the Grafton County Registry of Deeds as follows: a deed from Hilltop Views Development LLC to Lewis and Christine Matson dated October 9, 2009 and recorded at Book 3653, Page 0347, a deed from Welby E. Boughton III and Bruce E. Boughton to Lewis A. Matson and Christine A. Matson dated March 8, 2012 and recorded at Book 3893, Page 0487, and a deed from Lee Gazlay Boughton, Administrator of the Estate of Peter D. Boughton dated March 19, 2012 and recorded at Book 3893, Page 0483.

WHEREAS, in accordance with ARTICLE XIV, Section A, MATSON, by their execution of this document acknowledge that the within described real estate will be annexed to Waterville Estates; and,

WHEREAS, MATSON, for themselves, their heirs, successors and assigns, further acknowledge that this annexation will result in the property becoming subject to the By-Laws, REC's and their various requirements, obligations and benefits inherent in the ownership of real estate in Waterville Estates.

NOW WHEREFORE, the undersigned do hereby acknowledge the terms of this Supplement and the annexation of the within described real estate.

Dated: 2/1/2012

  
\_\_\_\_\_  
Lewis A. Matson

Dated: 2/1/2013

Christine A. Matson  
Christine A. Matson

STATE OF New Hampshire  
COUNTY OF Grafton

Personally appeared Lewis A. Matson and Christine A. Matson, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Paolo R. Wieser  
Notary Public  
My Commission Expires: \_\_\_\_\_



Waterville Estates Association

Executed this 27 day of January, 2013

By:

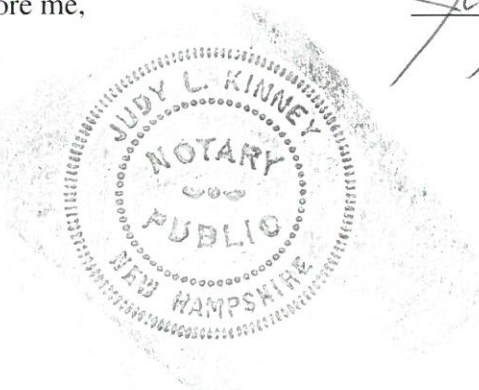
Paul Axelrod  
Its duly authorized: President

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

Personally appeared the above-named Paul Axelrod, the duly authorized President of Waterville Estates Association, and acknowledged that in accordance with Article XIV of the WEA REC's, the Board of Directors at a duly noticed meeting of the Waterville Estates Association held on Jan. 27, 2013 approved the within SUPPLEMENT TO RESTRICTIONS, EASEMENTS AND COVENANTS.

Before me,

Judy L. Kinney  
Justice of the Peace/Notary Public  
My Commission Expires: \_\_\_\_\_



JUDY L. KINNEY, Notary Public  
My Commission Expires September 17, 2013



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REGISTER OF DEEDS, GRAFTON COUNTY



*Keegan M. Mahan*

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WATERVILLE ESTATES ASSOCIATION INC.

AMENDMENT TO THE WATERVILLE ESTATES AMENDED AND RESTATED  
PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

REVISED MAY 16, 2015

This is an amendment to the Waterville Estates Amended and Restated Property Restrictions, Easements and Covenants recorded at Grafton County Registry of Deeds on January 11, 2013 Book 3947, Page 0428.



## WATERVILLE ESTATES ASSOCIATIONS

### SUPPLEMENT TO PROPERTY RESTRICTIONS, EASEMENTS AND COVENANTS

#### Appendix B

With a majority vote of 60% to amend Waterville Estates Property Restrictions, Easements and Covenants

#### **Article I Definition of Terms**

10. **Revoke** – to take back or withdraw, cancel or rescind a privilege or right granted by the Waterville Estates Association to gain access to Association facilities or to use Association Facilities.

11. **Revocation** – An act of revoking. Withdrawal of a privilege or right granted by the Waterville Estates Association to gain access to Association facilities or to use Association Facilities.

#### **To correct and clarify Article V Common Property, Subsection**

B - All Owners who have paid their **annual** dues and CIF assessments when due, and conform to the pertinent rules and regulations developed in accordance with the authority contained in the Association By-Laws, shall be entitled to use the Common Property, subject to the limitation set forth in Article V (C).

C - Only Owners of Living Units, including for the purpose of this Article, Owners of Living Sites who hold a valid building permit to construct a Living Unit and have paid the **Recreational Facility Usage Fee (Recreation Fee)** as set forth in Article XI, as it applies, may use that portion of the Common Property relating to Recreational Facilities.

#### **Article IX Assessment of Dues**

A - Administrative Cost Amount (**Administration Fee**) Owners of Living Units and Living Sites, or by acceptance of the deed to an interest in real estate evidenced by the recording of a deed or instrument in the Grafton County Registry of Deeds, shall pay **annually** to the Waterville Estates Association the **Administration Fee**, the sum of \$120.00 **which may be amended by vote of Owners (Article XI D)** (or a sum as adjusted by Section C below) for administrative costs for the management of Waterville Estates Association, governing Board policies and regulations, legal counsel, and liability management.

B - Recreational Facility Usage **Fee (Recreation Fee)** Owners described in Article V(C) and (D) by the acceptance of the deed to an interest in real estate evidenced by the recording of a deed or instrument in the Grafton County Registry of Deeds, shall pay **annually** to the Waterville Estates Association the **Recreation Fee**, the sum of ~~\$345.00~~ \$430.00 **which may be amended by vote of Owners (Article XI D)** (or a sum as adjusted by Section C below).

#### **Amendment to Article IX Assessment of Dues**

C - Lot Status Changes Owners of a Living site described in Article V (C) and Article II (I) that have applied for and received a valid building permit to construct a living unit will upon the approval of the building will be responsible to pay the **Recreation Fee of ~~\$345.00~~ \$430.00 which may be amended by vote of Owners (Article XI D)**.

D - Adjustment of Amount. The Waterville Estates Association may, from time to time, revise the amount of dues assessed for Administrative Costs, **the Administration Fee**, and/or Recreational Facility Usage Fee, **the Recreation Fee**, by an affirmative vote of 60% of those persons qualified and voting; provided that notice and ballot of such proposal shall have been mailed to the last-known address of each member of Waterville Estates Association with a deadline for returning such ballot set at least thirty (30) days after such mailing date. In the event the Association approves an adjustment of the amount during the course of the fiscal year, the Association may, at the direction of the Board of Directors, prorate the balance due for the remainder of the year based on the newly approved adjustment. In such case, the additional or amended billing shall be submitted by the Association to the Owners

## Article XII Capital Improvement Fund (CIF) Assessments

G. Sales and Purchase of New Living Units or Sites As stated in XII (A) and XII (8), the CIF assessment is due to Waterville Estates Association when an Owner takes title of a Living Unit/Living Site. The Owner of a Living Unit or Living Site may be exempt from payment of all or a portion of the CIF assessment if they sell their current property and acquire a new property within the Estates within a **three hundred sixty-five (365)** day period. If the two involved properties are of like kind, both either Living Units or Living Sites, no CIF will be assessed. In the case of a Living Site being sold and a Living Unit being acquired, a CIF of one-half of the full CIF shall be assessed. The sequence of the transactions is immaterial. The **three hundred sixty-five (365)** day period shall commence on the date of the sale of the currently owned property as evidenced by the date of execution of the deed conveying the owner's interest in the property. The exemption period shall terminate on the **three hundred sixty-fifth (365th)** day from the conveyance of the previously owned property.

The undersigned President of Waterville Estates Association certifies the following:

1 - That by the required 60% affirmative vote of Association members qualified and voting, the following was approved on May 15, 2015 to amend the amount of Recreational Fee to \$430.00.

2 - **Delete the wording in Article B & C Recreational Fee of \$345 to Recreational Fee of \$430**

I further certify that I am duly elected President of the Association and that the vote here in above set forth is still fully force and effect.

I further certify that I am the duly elected President of Waterville Estates Association Inc. Witness my hand and seal of the Association, and the vote herein above set forth is still in force and effect.

STATE: New Hampshire

COUNTY: Grafton



Michael Mahoney - President

Personally appeared the above named ~~Art Marks, Secretary~~ <sup>Michael Mahoney</sup> of Waterville Estates Association Inc. and acknowledge the forgoing to be his free act and deed.



Notary Public

Judy L. Kinney

My commission Expires August 14, 2018

