

The following is the basic document for establishing your title interest in BAXTER LAKE RECREATION AREA. It is a title instrument recorded at the Strafford County Registry of Deeds and is included by reference in your warranty deed, as if it were a part of that document. Although the Declaration is lengthy, its concept is fairly simple. Your deed to BAXTER LAKE RECREATION AREA conveys to you, from BAXTER LAKE RECREATION AREA, INC., the Seller, an interest in the real estate further described below.

An interest includes the following elements:

1. The ownership of one undivided interest in the entire real property of BAXTER LAKE RECREATION AREA of approximately 100 (+ or -) acres plus any further acreage acquired as

tenant-in-common with all other owners of an interest.

BAXTER LAKE RECREATION AREA will restrict the overall project density to no more than nine interests per acre.

2. The exclusive right to use a designated site, as if it were fully owned by you, subject to the restrictions outlined in the Declaration to insure that everyone uses their site in such a manner that the character of BAXTER LAKE RECREATION AREA will be preserved.

3. A membership share in the BAXTER LAKE RECREATION AREA ASSOCIATION, a non-profit corporation, established as your agent, to operate or manage the whole area. It provides central management for the whole operation. The Association has been delegated management power, which you and other owners will control by your vote (at one vote per interest purchased) for the portion of the Board of Directors whose terms expire each year (one-third of the membership of the Board). You should especially note that everyone must continue to pay his maintenance assessments. If the assessments remain unpaid, they become a lien on the interest, subject to enforcement by foreclosure, and they must be paid to clear title at the time each interest is resold. If they remain unpaid, an owner may be in default of his mortgage, as well as lose privileges, including the right to use the property.

The Site Control Committee of the Association is given broad powers. It is charged with maintaining the architectural, and aesthetic integrity of BAXTER LAKE RECREATION AREA.

1977 MAR - 1 PM 4:21

Lawrence D. Carey

BAXTER LAKE RECREATION AREA is what the name implies. It may not become a permanent domicile and all vehicles must remain mobile, equipped, licensed and ready for immediate highway travel. Unsightly temporary structures and uses are not permitted. Such things as permanent skirts on campers, picket fences, permanent porches, and similar items reflecting more or less permanent residency are not allowed and may be removed summarily by direction of the Site Control Committee. The structure and organization of BAXTER LAKE RECREATION AREA are carefully designed to preserve the character and integrity of the City of Rochester, the scenery of the Lakes Region and the woodland environment.

Title to the entire property will be dedicated to the program of the development by virtue of the Declaration of Covenants & Restrictions, which will be recorded prior to the closing of title for the first interest. Once dedicated, title to the individual site interest will be transferred to the purchasers at closing by a normal warranty deed.

During development, the Seller, called the Declarant, reserves the right to establish sites within BAXTER LAKE RECREATION AREA, whether already surveyed or to be surveyed in the future.

Although the recreational areas are permanently dedicated to recreational purposes, and subject to the rights of interests at the time of filing the declaration, the developers will reserve, as part of its remaining interest in BAXTER LAKE RECREATION AREA, the right to continue to develop the roads and amenities and will particularly reserve the right to extract gravel.

This introduction and attached Sections 2, 3, 4, 5, 6, 7, 8 and 9 constitute the entire offering plan. All documents referred to in this

offering plan are important.

It must be emphasized that this plan is not for the sale of unimproved land. As a part of the purchase agreement, the Declarant undertakes to complete all of the recreational amenities, roads and other elements necessary for use of the sites.

The sites will be provided with sanitary facilities, water connections, a parking pad with electrical connections, refuse containers, fireplaces and picnic tables.

Although some site interests may be conveyed at a later date, no contract to convey can be executed which will contemplate delivery of a finished site later than two years from the date thereof. The amenities will include: necessary roads, picnic areas, parking lots, picnic tables in the common properties and a waterfront recreation area.

There is no formal arrangement for the leasing or resale of sites, which is strictly limited by the by-laws and rules and regulations. If an owner wishes to lease his site, he may do so, provided that he follows the rules and regulations; but BAXTER LAKE RECREATION AREA Association and the Declarant will not participate in such rentals. There will be no rental pools, or exclusive rental agency permitted while the Declarant is in control of the area.

**Declaration of Covenants and Restrictions
Master Deed
Baxter Lake Recreation Area
Rochester, New Hampshire**

THIS DECLARATION made this first day of December, 1976, by BAXTER LAKE RECREATION AREA, INC., of Rochester, N. H., being the sole owner of certain premises in the city of Rochester hereinafter described known as BAXTER LAKE RECREATION AREA.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the real property described in Article II of the Declaration and desires to create thereon a camp-

ground with woodlands, playgrounds, open spaces, roadways, water and other utility systems and other common facilities for the benefit of said campground; and

WHEREAS, Declarant desires to provide for a system of ownership and rights of occupancy for the persons who will be owners of the BAXTER LAKE RECREATION AREA wherein the members will own undivided ownership interests as tenants-in-common, and as an appurtenance to said ownership interests receive an exclusive right to occupy a named location administered by a central association to whom the members collectively have delegated the powers of administration and maintenance; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said campground and for the maintenance of said common facilities to promote and preserve the BAXTER LAKE RECREATION AREA and to subject the real property described in Article II and the ownership interests therein, together with such additions as may hereafter made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and to delegate to said association of the owners the right to administer and enforce the covenants and restrictions, and to collect and disburse the assessments, taxes and charges hereinafter created; and

WHEREAS, Declarant desires to establish a single uniform system of covenants, restrictions, easements and ownership interests to be conveyed to purchasers of undivided fractional interests on the properties known as BAXTER LAKE RECREATION AREA as tenants-in-common so that each deed of such interest will automatically incorporate the covenants and restrictions herein set forth, which are deemed to run with the land and the interests conveyed therein for the purposes herein contained; and

WHEREAS, Declarant has incorporated under the laws of the State of New Hampshire, a non-profit corporation, the BAXTER LAKE RECREATION AREA ASSOCIATION for the purposes of exercising the functions of agent of the owners as aforesaid:

NOW THEREFORE, Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as 'Covenants and Restrictions') as set forth herein.

BK- 993 PGE-727

Article 1

Definitions

Section 1. The following words when used in the Declaration or any supplemental declaration, the By-laws and Rules and Regulations (unless the context shall prohibit) shall have the following meanings:

- a. **Appurtenant Interest:** (1) The interest of an owner in the assets of the Association; (2) The membership in the Association; (3) The exclusive right to occupy a designated site.
- b. **Board of Directors:** The Board of Directors of the BAXTER LAKE RECREATION AREA ASSOCIATION, as it may be from time to time constituted in accordance with the by-laws or law.
- c. **By-laws:** The By-laws of the Association.
- d. **Owners:** The record owner, whether one or more persons, of the fee simple title to an undivided interest in the properties, but notwithstanding any applicable theory of mortgage law, it shall not mean or refer to a mortgagee unless and until such mortgages has acquired title pursuant to foreclosure or otherwise. The term owner shall include tenants or occupants to whom the obligation and rights of an owner have been delegated in the lease or occupancy document.
- e. **Site:** Any numbered site designated as such by the Declarant.
- f. **Association or Club:** The BAXTER LAKE RECREATION AREA ASSOCIATION, the agency and attorney-in-fact coupled with an interest to whom the powers of management maintenance of the property, and the collection and disbursement of assessments, charges and taxes have been delegated by the owners of BAXTER LAKE RECREATION AREA.
- g. **Common Charge:** The charge assessed against each owner interest for the periodic share of common expenses allocated to an owner interest shall be equal for all interests. The Association shall collect the common charges as agent for the owners in order to pay the common expenses.
- h. **Common Expenses:**
 - 1. Expense of administration, maintenance, repair or replacement of common properties and portions of the sites maintained by the Association pursuant to the by-laws, including cost of taxes, municipal assessment or insurance.
 - 2. Expenses declared as common expense by provisions of this Declaration or by the by-laws.
 - 3. Expenses agreed upon as common expense by the Association and lawfully assessed against the owners in accordance with the by-laws.
 - 4. Any valid charge against the property as a whole.
- i. **Common Properties:** roads, beach area, sewage systems and so forth.

- j. **Declarant:** BAXTER LAKE RECREATION AREA, INC., the subscriber of this instrument and the developer.
- k. **Declaration:** The Declaration of Covenants and Restrictions/ BAXTER LAKE RECREATION AREA, INC., Rochester, New Hampshire (this document) as it may from time to time be supplemented or amended.
- l. **Manager:** A person, firm or corporation employed or engaged as an independent contractor to perform management services for the property. The term includes management agent. The Declarant may be manager under a separate contract.
- m. **Member:** An Owner who is a member of the Association as provided in Article III, Section 1.
- n. **Occupancy Right:** A real property right in the form of an exclusive easement for the use of a site subject to restrictions, limitations, easements, rights and conditions of the Declaration, by-laws and regulations.
- o. **Person:** An entity legally capable of holding an interest in land under the laws of the State of New Hampshire.
- p. **Properties:** All existing land and additions thereto which is subject to this Declaration or any supplemental declaration under the provisions of Article II.
- q. **Recreational Vehicle:** A camp trailer not greater than 32 feet in overall length nor 8 feet in width, tent-trailer, a truck with camper mounted on the body, a motor coach designed for camping, all of which vehicles are in good repair and fully equipped and operational with wheels attached and licensed for travel on the highway, a camper manufactured and designed to be mounted on pickup trucks temporarily dismounted or a similar vehicle or substantial camping structure approved by the board of directors. A recreational vehicle may include such wings or accessory flies, as may be designed to be attached to such vehicle or extend from such vehicle provided that the accessory elements are temporary, portable and/or dismountable so that the entire vehicle can operate on the highway.
- r. **Rules and Regulations:** Rules and Regulations for the use of the property made and promulgated by the board of directors pursuant to the by-laws.

Article 2

Property Subject To This Declaration Additions Thereto

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration located in Rochester, New Hampshire, and is more particularly described in Exhibit A attached hereto.

Section 2. Establishment of site on the property. Sites are hereby established on the property subject to this Declaration in the following manner:

Campsites will be located by the Declarant setting four or more markers on the approximate location shown on the plan of development showing the boundaries of the site. If markers are lost or removed, the location can be re-established by the board of directors of the Association to incorporate within the site area all of the improvements

of the site and to conform to the plan of development. Board's decision will be final.

Article 3

Membership, Voting Rights and Shares In The Association

Section 1. Membership. Every person who is a record owner of an interest shall be a member of the Association provided that any person or entity who holds such interest merely as a security for the performance of an obligation (such as a mortgage) shall not be a member.

Section 2. Voting rights. The Association shall have one class of voting membership. Members shall be all owners of site interests and shall be entitled to one vote for each site interest. When more than one person holds such site interest or interests, all such persons shall be members and the vote for each site interest shall be exercised as they may determine but in no event shall more than one vote be cast per site interest.

Section 3. Shares. For purposes of dissolution or distribution of assets only, members shall be deemed to own one equal share of the assets of the Association for each site interest which they own.

Section 4. Temporary voting right of Declarant. During the period of development, the Declarant, BAXTER LAKE RECREATION AREA, INC., shall be entitled to appoint a majority of the directors of the Association.

The Declarant can vote the number of sites which it owns for a period of three (3) years or until thirty percent (30%) of the sites have been sold, whichever may occur sooner. Thereafter, the Declarant can cast a total vote of one (1) less than the total number of sites conveyed to that date.

Article 4

Property Rights In The Common Properties

Section 1. Owners rights. Subject to the provisions of Section 2, every owner shall have an undivided ownership interest as tenant-in-common in and to the overall property and such right shall be a part of and shall pass with the title to every site interest. The fractional interest of each tenant-in-common shall be based on the total sites sold, and the time or phase in development in which the owner acquires his ownership interest shall not operate to increase or diminish such interest.

Section 2. Extent of ownership rights. The undivided right of ownership as tenant-in-common conveyed to owners of site interests shall be subject to the following:

- a. The exclusive occupancy right of owners pursuant to the definitions of Article 1. A site will be designated in the deed to each undivided interest.
- b. The right of the Association as provided in its Articles and By-laws to suspend the enjoyment rights of any member for infraction of its published rules and regulations and to assess liquidated minimum damages in the amount of Fifty Dollars (\$50) for each such offense as well as such specific damages as may be reasonable under the circumstances.
- c. The right of the Association to enforce and to manage the common properties to the mutual benefit and pleasure of the owners.
- d. The right of any owner to partition is hereby expressly deemed to be waived for the period of the Declaration by acceptance of a site interest.
- e. Such ownership rights and restrictions reserved to the Association or the Declarant.

Article 4

Property Rights In The Common Properties

Section 1. Owners rights. Subject to the provisions of Section 2, every owner shall have an undivided ownership interest as tenant-in-common in and to the overall property and such right shall be a part of and shall pass with the title to every site interest. The fractional interest of each tenant-in-common shall be based on the total sites sold, and the time or phase in development in which the owner acquires his ownership interest shall not operate to increase or diminish such interest.

Section 2. Extent of ownership rights. The undivided right of ownership as tenant-in-common conveyed to owners of site interests shall be subject to the following:

- a. The exclusive occupancy right of owners pursuant to the definitions of Article 1. A site will be designated in the deed to each undivided interest.
- b. The right of the Association as provided in its Articles and By-laws to suspend the enjoyment rights of any member for infraction of its published rules and regulations and to assess liquidated minimum damages in the amount of Fifty Dollars (\$50) for each such offense as well as such specific damages as may be reasonable under the circumstances.
- c. The right of the Association to enforce and to manage the common properties to the mutual benefit and pleasure of the owners.
- d. The right of any owner to partition is hereby expressly deemed to be waived for the period of the Declaration by acceptance of a site interest.
- e. Such ownership rights and restrictions reserved to the Association or the Declarant.

Article 5

Covenants for Maintenance Assessments

Section 1. Creation of the lien and personal obligation for assessments. By acceptance of a deed for a site interest, each owner thereby covenants and agrees to pay to the Association:

- 1.) annual assessments or charges,
- 2.) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided,
- 3.) assessments for those charges and damages levied or collected pursuant to Article IV, Section 2 and under by-laws and subsequently unpaid. The annual and special assessments together with interest and costs of collection shall be a charge on the land and shall be a continuing lien upon the site interest against which each such assessment is made. Each such assessment, together with interest and cost of collection, shall also

be the personal obligation of the person owning such site interest at the time when the assessment becomes due and payable.

- 4.) All assessments are made under the authority of the By-laws of the Association.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners and occupants of the properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties including, but not limited to, payment on behalf of the owners of taxes and insurance thereon, repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of annual assessments. The basic annual site assessment shall be \$50.00 per site. This assessment may be increased automatically in accordance with the increase of the cost of living index of the United States Department of Labor over the first year-index. From and after the transfer of voting rights provided in Article III, Section 4, the annual assessment may be increased by vote of the members as provided in Section 5 hereof for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. Supplementary assessments may be made against specific sites for reimbursement to the Association for extra services or use of facilities which is different from that used by sites generally.

In addition, a supplemental assessment will be established to collect the amount necessary to pay the real estate taxes on the common properties. This will be collected and paid by the Association as agent of the owners.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to no more than five years for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. A written notice of such meeting shall be sent by mail to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in basis of annual assessments. Subject to the limitations of Section 3 above, and for the periods therein specified, the Association may change the assessments fixed by Section 3 above prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any action authorized under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming, the meeting shall be adjourned and another meeting may be called subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due dates of annual assessments. The annual assessments provided for herein shall become due and payable upon a date determined by the board of directors of the Association. Different site interests or groups of site interest may have different dates of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessment for any subsequent year shall become due and payable on the first day of March of said year.

Section 8. Duties of the board of directors. The board of directors of the Association shall fix the date of commencement and the amount of the assessment against each owner interest for each assessment period at least thirty (30) days in advance of such date or period and shall prepare a roster of the properties and applicable assessments which shall be kept in the office of the Association and shall be open to inspection at all reasonable times. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall upon request furnish any owner liable for an assessment a certificate signed by an officer of

the Association, stating that said assessment has been paid.

Section 9. Effect of nonpayment of assessments. The personal obligation of the owner, the lien and remedies of the Association. If an assessment is not paid on the date due (being the dates specified in Section 7 above) then such assessment shall become delinquent and, together with interest thereon and cost of collection, become a continuing lien on the property subject to such assessment and recording of such lien at the Registry of Deeds shall be sufficient to constitute a valid encumbrance.

If the assessment is not paid within thirty (30) days after the date due, the assessment shall bear interest from such date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against his interest in the property. There shall be added to the amount of such assessment the costs of collection, including reasonable attorney's fees; and any judgment thereon shall include said costs.

Section 10. Subordination of the lien to first mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the owner interests subject to assessment provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property to a decree of foreclosure or any other proceeding in lieu of foreclosures. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any such subsequent assessment.

Article 6

Common Elements, Non-Disturbance Agreement and Encroachments

Section 1. Pipes, ducts, cables, wires, conduits, public utility lines, pathways, driveways and other common elements located inside the sites. Each site and the common properties shall have the right of non-disturbance in common with all other sites for pipes, wires, ducts, cables, conduits, public utility lines, sanitary sewage facilities, pathways, and other elements located in any of the other sites and serving such site. Each site shall be subject to an obligation not to disturb and a license to maintain in favor of other sites, and the common properties with respect to the pipes, ducts, cables, wires, conduits, public utility lines, sanitary sewage facilities, pathways, driveways and other elements serving other sites and the common properties and located in each such site. The board of directors shall have the right of reasonable access to each site and each structure, vehicle or tent thereon, to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other sites or common properties and such appliances and facilities which the Association has the duty to maintain.

Section 2. Arbitration, boundary lines, improvements. In the event of dispute as to the location of boundary lines, the board of directors will determine the boundaries pursuant to Article II, Section 2. If site improvements by the owner are alleged not to be located within the site, the board of directors will cause the site to be surveyed and if the improvements are found to be outside of the site, then the owner will remove such improvements and restore the site to a natural state at his own expense.

Article 7

Site Control Committee

Section 1. Review by committee. No structure improvement, equipment, paraphernalia or modification may be constructed upon the properties nor shall any exterior additions or changes or alterations be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved in writing by the board of directors or a Site Control Committee appointed by the board. In the event the board or the committee fails to act on such design within sixty (60) days after said plans and specifications have been submitted for approval, permission will not be required under Article VII.

BK- 993 PGE-735

Article 8

Use, Purpose and Restrictions

The properties and site interests are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Occupancy. A site is limited to occupancy by a single family which is defined as a single group related by blood or marriage to the first degree or consanguinity, grandparents, grandchildren and family guests.

Section 2. Use of sites. For the purpose of maintaining the natural character of the campground, no industry, business, trade or commercial activity shall be conducted, maintained or permitted in relation to any site nor shall any signs or other displays or advertising be main-

tained on any site except for a single sign per site not exceeding outside dimensions 18 inches by 6 inches with a uniform style and lettering as permitted by general resolution of the board of directors which will be made at the initial meeting of the board as it may be amended from time to time, nor shall any site be used or rented for hotel or motel purposes.

Section 3. Temporary residence. No site may be used as a permanent residence. Every occupancy must maintain a permanent, fully furnished domicile elsewhere; and the location and address of such a residence will be kept on file with the Association.

Section 4. Structures and recreation vehicles. No permanent structure shall be constructed or placed on any site except a fireplace, a patio or tent pad, water, sanitary or electrical service, or parking pad, or deck and refuse container. No temporary structure is permitted other than one recreational vehicle, accessory tents, wings, flies, furniture and the like to such recreational vehicle. All temporary structures and recreational vehicles shall remain in a mobile state. Recreational vehicles shall be parked only on sites and in visitor parking areas designated by the board of directors.

Section 5. By-laws and rules and regulations. The use of the properties by all owners and all other persons authorized to use the same shall be at all times subject to the by-laws and such rules and regulations as may be prescribed governing such use, or which may hereafter be prescribed by the board of directors.

Section 6. Liquidated charges. The Association, acting through its board of directors, shall have the right to levy, without legal action, liquidated charges in addition to actual damages suffered by it or by its members for violations of these regulations and such other rules and regulations which may be duly adopted by it, provided that the charge for a single violation may not exceed Fifty Dollars (\$50). For each day that a violation continues after written notice, it shall be considered a separate violation. Any charge so levied is to be collected as a common charge against the particular owner involved, and collection may be enforced by the board of directors in the same manner as it is entitled to enforce collection of common charges. Such levy of charges shall not constitute a waiver of the right to bring an action for damages or injunctive relief as provided by law or the power to suspend membership privileges as provided in Article IV of the by-laws.

SALES AGREEMENT

AGREEMENT made this _____ day of _____, 197____, by and between BAXTER LAKE RECREATION AREA, INC., a New Hampshire corporation with principal place of business in Rochester, County of Strafford and State of New Hampshire, hereinafter referred to as SELLER, and, _____ and _____, of _____ (Street Address) Town of _____, County of _____, and State of _____, hereinafter called BUYER(s).

WHEREAS, the SELLER wishes to sell and the BUYER(s) wishes to buy an undivided interest in a certain tract of land consisting of 100 acres, more or less, known as Baxter Lake Recreation Area, located in Rochester, New Hampshire.

PURCHASE PRICE:

The purchase price, including the exclusive right to use site # _____ is _____ of which the amount of _____ has been received. The balance of the down payment of _____ is payable on or before _____, 197____, leaving the amount to be financed of _____, as per the promissory note attached and incorporated herein by reference.

This AGREEMENT is subject to the terms of the Statement of Reservations, Restrictions, Taxes and Assessments and the Declaration of Covenants and Restrictions. The buyer hereby acknowledges receipt of same.

BAXTER LAKE RECREATION AREA, INC.

By _____
Title _____

Buyer

Buyer

Buyer

STATEMENT OF RESERVATIONS, RESTRICTIONS, TAXES AND ASSESSMENTS

Employer's IRS Number: 02-0330285
Developer: Baxter Lake Recreation Area, Inc.
Owner: Baxter Lake Recreation Area, Inc.

Name of Developer: Baxter Lake Recreation Area, Inc.
Address: P. O. Box # 135, Route 28, Center Barnstead, New Hampshire, 03225
Name of Subdivision: Baxter Lake Recreation Area
Location: Four Rod Road, Rochester, New Hampshire
Number of Lots in Subdivision: 47 units (preliminary phase)
Number of Acres in Subdivision: 7.5 under development

1. **Reservations and Restrictions:**
The various reservations and restrictions attached to each site interest insure to the benefit of the Baxter Lake Recreation Area Association, a self-governing property owner's association. These reservations and restrictions consist of public utility easements for pipes, conduits, sewage facilities and common access roadways further described in Article VI of the Declaration of Covenants and Restrictions which are incorporated herein by reference. In addition please note Article VII for control of structures or significant alterations by the Association. By Article VIII occupancy is limited to a single family, and permanent residence upon a site or permanent construction beyond facilities provided by the developer are precluded, as well as business or commercial use of a site.
2. **Taxes:**
Taxes on the 7.5 acre parcel presently being considered are approximately \$10.00 per year. This would result in a tax assessment of approximately 25¢ per site per year at its present assessed value. This tax has been paid through the year 1975. As improvements are made to this land we expect the assessment to increase to more realistic levels. No reassessment has yet been made so we have no estimate of what taxes will be after the area is completely developed. As is indicated below, (Part 3, Section 3), the real estate taxes are to be paid by establishment of a supplemental assessment to collect the amount necessary to pay this tax. This supplemental assessment will be collected and paid by the Baxter Lake Recreation Area Association as agent of the owners.
3. **Assessments:**

Under Article V of the Declaration of Covenants and Restrictions, the Association has the duty of making annual assessments for maintenance and improvement of common properties as well as payment of real estate taxes upon properties owned in common for the use of all site owners. Initially the annual assessment will be Fifty Dollars per site plus a special annual assessment for taxes upon the common properties, the amount of which is not yet known. Special assessments for capital improvements may also be made after appropriate notice and vote thereon by the membership of the Association. In the event of non-payment, such assessments become a lien upon the site. Although not an assessment, the Association has the right to assess liquidated charges for violation of the covenants and restrictions, as well as regulations adopted by it. For further details refer to Article VIII, Section 6 and Article IV, Section 2 (b).

WARNING: This subdivision is not registered with the Office of Interstate Land Sales Registration nor has that Office passed upon the accuracy or adequacy of this statement, nor does this statement serve as an endorsement or recommendation by that Office of the above offering.

The undersigned by his signature hereby acknowledges that he has received a Statement of Reservations, Restrictions, Taxes, and Assessments, on Baxter Lake Recreation Area, Rochester, New Hampshire from Baxter Lake Recreation Area, Inc., at Rochester, New Hampshire, and that he has made a personal on-the-lot inspection of site # which is the lot upon which the undersigned plans to execute a contract of sale.

.....
Date

.....
Signature of Purchaser

Enclosures:

1. Plot plan
2. Evidence of title
3. Copy of sales contract.

Laura D. Carey

REGISTER OF DEEDS
STRAFFORD COUNTY

BK- 993 PGE-739