

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

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

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

1. **SELLER:** Keith D. Rodgers and Kerri Rodgers

2. **PROPERTY LOCATION:** 11 Paugus Circle, Rochester, NH 03839

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ☐ Yes ☒ No

4. **SELLER:** ☒ has ☐ has not occupied the property for 3 years.

5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

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

b. INSTALLATION: Location: Pump House

Installed By: Unknown

Date of Installation: Unknown

What is the source of your information? Board of Directors

c. USE: Number of persons currently using the system: Unknown

Does system supply water for more than one household? ☒ Yes ☐ No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?

Pump: ☐ Yes ☒ No ☐ N/A Quantity: ☐ Yes ☐ No
 Quality: ☐ Yes ☒ No ☐ Unknown

If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? ☐ Yes ☐ No Date of most recent test Unknown

If YES to any question, please explain in Comments below or with attachment.

Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ☐ Yes ☒ No

If YES, are test results available? ☐ Yes ☒ No

What steps were taken to remedy the problem? _____

COMMENTS: Board of Directors has water tested. I believe annually but may be more frequent.

6. SEWAGE DISPOSAL SYSTEM

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

b. IF PUBLIC OR COMMUNITY/SHARED

Have you experienced any problems such as line or other malfunctions? ☐ Yes ☒ No

What steps were taken to remedy the problem? _____

c. IF PRIVATE:

TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Unknown ☐ Other _____
 Tank Size _____ Gal. ☒ Unknown ☐ Other _____
 Tank Type ☐ Concrete ☐ Metal ☒ Unknown ☐ Other _____
 Location: Under Baseball Field on site ☐ Location Unknown. Date of Installation: Unknown

Date of Last Servicing: _____ Name of Company Servicing Tank: _____

Have you experienced any malfunctions? ☐ Yes ☒ No

COMMENTS: _____

SELLER(S) INITIALS

KDR / KR

BUYER(S) INITIALS

____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Paugus Circle, Rochester, NH 03839

d. LEACH FIELD: ☒ Yes ☐ No ☐ Other _____
 IF YES, Location: Baseball Field on site Size: _____ ☒ Unknown
 Date of installation of leach field: Unknown Installed By: Unknown
 Have you experienced any malfunctions? ☐ Yes ☒ No
 Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☒ No ☐ Unknown
 IF YES, has a septic system evaluation been done within 180 days? ☐ Yes ☐ No ☐ Unknown
 Date of Evaluation: _____
 Comments: _____

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

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
	Attic or Cap	☐	☒	☐	_____	_____	☐
	Crawl Space	☐	☒	☐	_____	_____	☐
	Exterior Walls	☐	☒	☐	_____	_____	☐
	Floors	☐	☒	☐	_____	_____	☐

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are you aware of any past or present underground storage tanks on your property? ☐ Yes ☒ No ☐ Unknown
 IF YES: Are tanks currently in use? ☐ Yes ☐ No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Are you aware of any past or present problems such as leakage, etc? ☐ Yes ☐ No
 Comments: _____
 If tanks are no longer in use, have the tanks been removed? ☐ Yes ☐ No ☐ Unknown
 Comments: _____

b. ASBESTOS - Current or previously existing:
 As insulation on the heating system pipes or ducts? ☐ Yes ☒ No ☐ Unknown
 In the siding? ☐ Yes ☒ No ☐ Unknown In the roofing shingles? ☐ Yes ☒ No ☐ Unknown
 In flooring tiles? ☐ Yes ☒ No ☐ Unknown Other _____ ☐ Yes ☐ No ☐ Unknown
 If YES, Source of information: _____
 Comments: _____

c. RADON/AIR - Current or previously existing:
 Has the property been tested? ☐ Yes ☐ No ☒ Unknown
 If YES: Date: _____ By: _____
 Results: _____ If applicable, what remedial steps were taken? _____
 Has the property been tested since remedial steps? ☐ Yes ☐ No
 Are test results available? ☐ Yes ☐ No
 Comments: _____

SELLER(S) INITIALS KDR / KR
09/01/26 8:29 AM EDT 09/01/26 8:41 AM EDT

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Paugus Circle, Rochester, NH 03839

d. RADON/WATER - Current or previously existing:

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

If YES: Date: Unknown

By: Unknown

Results: _____ If applicable, what remedial steps were taken? _____

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

Are test results available? ☐ Yes ☐ No Comments: Not sure

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? ☐ Yes ☒ No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? ☐ Yes ☐ No

Comments: _____

f. Are you aware of any other hazardous materials? ☐ Yes ☐ No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

☐ Yes ☒ No ☐ Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

☒ Yes ☐ No ☐ Unknown If YES, Explain: Associate fees annual broken into 3 payments 2025 (803) 2026 (945)

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

☐ Yes ☒ No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property?

☒ Yes ☐ No If YES, Explain: Shed has a small hole in the wall upon purchase. Hasn't been an issue.

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

☐ Yes ☒ No ☐ Unknown If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone?

☐ Yes ☒ No ☐ Unknown Comments: _____

g. Has the property been surveyed?

☐ Yes ☐ No ☒ Unknown If YES, By: _____

If YES, is survey available? ☐ Yes ☐ No ☐ Unknown

h. How is the property zoned? _____

i. Heating System Age: _____ Type: _____ Fuel: Propane Tank Location: next to campsite

Owner of Tank: Irving

Annual Fuel Consumption: n/a Price: _____ Gallons: _____

Date system was last serviced and by whom? Prior to purchase

Secondary Heat Systems: _____

Comments: _____

j. Roof Age: _____ Type of Roof Covering: Unknown

Moisture or leakage: none

Comments: _____

SELLER(S) INITIALS

KDR
09/01/26
dotloop verified

KR
09/01/26
dotloop verified

BUYER(S) INITIALS

09/01/26
dotloop verified

09/01/26
dotloop verified

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Paugus Circle, Rochester, NH 03839

k. Foundation/Basement ☐ Full ☐ Partial ☐ Other: n/a ☐ Type: _____

Moisture or leakage: none

Comments: _____

l. Chimney(s) How Many? _____ Lined? _____ Last Cleaned: _____ Problems? _____

Comments: n/a

m. Plumbing Type: _____ Age: _____

Comments: _____

n. Domestic Hot Water Age: _____ Type: _____ Gallons: _____

o. Electrical System # of Amps 60 ☒ Circuit Breakers ☐ Fuses

Comments: _____

Solar Panels: ☐ Leased ☐ Owned If leased, explain terms of agreement: _____

Comments: _____

p. Modifications: Are you aware of any modifications or repairs made without the necessary permits? ☐ Yes ☒ No

If Yes, please explain: _____

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

Comments: _____

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

s. Air Conditioning Type: Window unit Age: Unknown Date Last Serviced and by whom: Prior to purchase

Comments: _____

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

By Whom: _____

u. Generator Portable: ☐ Yes ☒ No Whole House: ☐ Yes ☐ No Kw/Size: _____ Last Date of Service: _____

If Portable: ☐ Included ☐ Negotiable

Comments: _____

v. Internet Type Currently Used at Property: Xfinity can be hooked up. Didn't use this year.

w. Other (e.g. Alarm System, Irrigation System, etc.) Fire alarms battery operated

Comments: _____

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

SELLER(S) INITIALS

KDR
09/01/26
dotloop verified

KR
09/01/26
dotloop verified

BUYER(S) INITIALS

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 11 Paugus Circle, Rochester, NH 03839

10. ADDITIONAL INFORMATION

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

b. ADDITIONAL COMMENTS:

ACKNOWLEDGEMENTS:

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

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

Keith D. Rodgers

dotloop verified
09/01/26 8:29 AM EDT
OEBN-Z1BP-ICVY-OZGY

SELLERDATE

Kerri Rodgers

dotloop verified
09/01/26 8:41 AM EDT
GWZ5-CDRJ-D5QL-PFNA

SELLERDATE

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

BUYERDATE

BUYERDATE

SELLER(S) INITIALS

KDR

09/01/26
8:29 AM EDT
dotloop verified

/

KR

09/01/26
8:41 AM EDT
dotloop verified

BUYER(S) INITIALS

/

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



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

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

1. Seller and Property Address: Keith D. Rodgers and Kerri Rodgers
11 Paugus Circle, Rochester, NH 03839
2. Association Name (if applicable): Baxter Lake Recreation Area Association
3. Property Manager/Agent: Jane Brown blraasecretary@gmail.com Phone: Email only
4. **GENERAL AND LEGAL**
 - a. Are there any Association or Corporation approvals required for transfer of Ownership? ☐ Yes ☒ No ☐ Unknown
 - b. Is there a time share operation existing at Property? ☐ Yes ☒ No ☐ Unknown
 - c. Is there a vacation rental operation or other organized rental program at Property? ☐ Yes ☒ No ☐ Unknown
 - d. Are you aware of any rental, use or age restrictions? ☐ Yes ☒ No ☐ Unknown
 - e. Number of allocated parking spaces available for this unit: 2+
 - f. Are you aware of any pending or existing litigation? ☐ Yes ☒ No If Yes, please explain: _____
 - g. Are the minutes of the Condominium Association annual meeting available? ☒ Yes ☐ No ☐ Unknown
 - h. Are there any pet policies? Restrictions: ☐ Yes ☐ No Dogs/Cats Allowed: ☒ Yes ☐ No
5. **MASTER INSURANCE POLICY**
 - a. Name of Company: The Concord Group
 - b. Name of Agent: Tobey & Merrill Phone: _____
6. **FINANCIAL**
 - a. Monthly maintenance fee(s): \$ _____
 - b. What do the monthly fees include?

☐ Air Conditioning	☐ Hot Water	☐ Road Maintenance
☐ Cable TV Signal	☐ Landscaping	☐ Sewer
☐ Electricity	☐ Lot Rent	☐ Snow Removal
☐ Garage/Parking	☐ Real Property Tax	☐ Trash Removal
☐ Gas	☐ Recreation/Community Association Dues	☐ Water
☒ Other: <u>n/a</u>		
 - c. Are there any additional fees? If so, please specify: Associate dues annually 2026 \$945.00
 - d. Are you aware of any special assessments or loans in effect at this time? ☐ Yes ☒ No
If Yes, explain: _____
Additional Comments: _____

7. ACKNOWLEDGEMENTS:

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

Keith D. Rodgers
SELLER DATE

Kerri Rodgers
SELLER DATE

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

BUYER DATE

BUYER DATE

Property Location 11 PAUGUS CIR
Vision ID 13727

Parcel ID 0219/ 0012/ 0011/ /

Card # 1 of 1 Account # 13727
Sec # 1 of 1 Bldg # 1

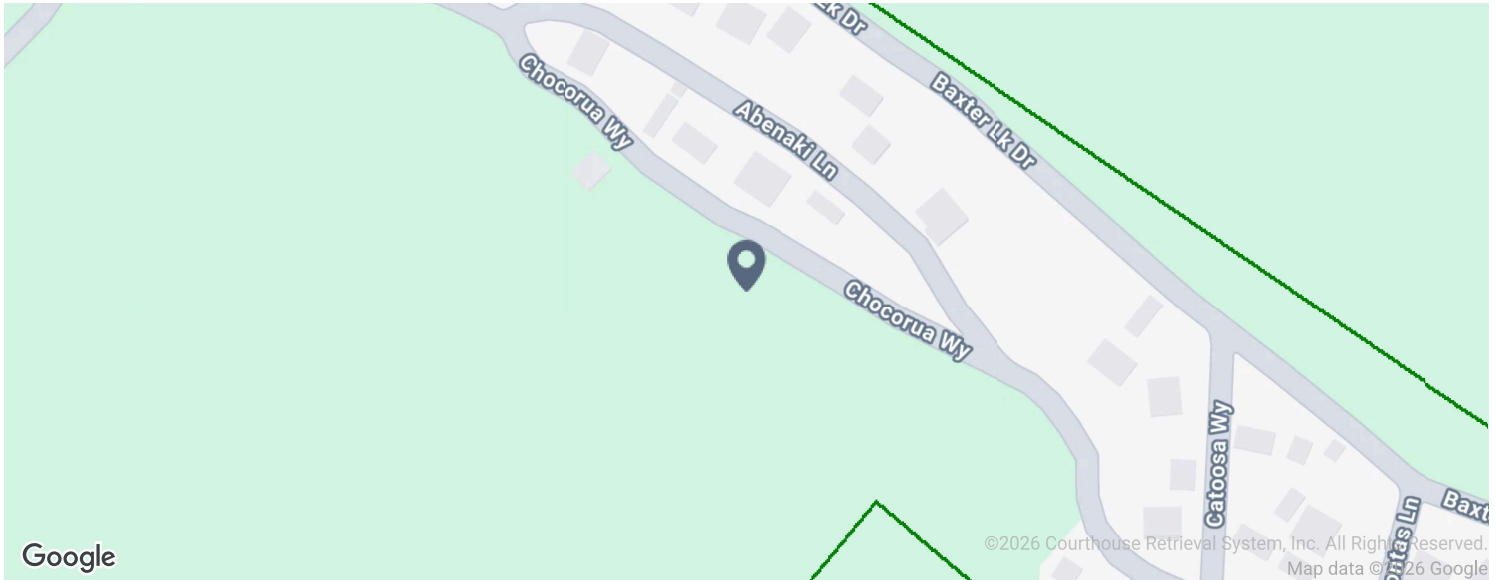
Land Use 386T
Print Date 5/15/2026 10:00:05 P

CURRENT OWNER				UTILITIES		TOPO		ZONING		CURRENT ASSESSMENT								VISION ROCHESTER, NH 							
RODGERS KEITH D & KERRI 117 HIGH ST STRATHAM NH 03885						NEIGHBORHOOD		NHBD NAME		Description		LUC Co		Prior Assessed		Current Assesse									
						5001		CAMPGROUNDS		LAND OB		386T 386T		20,600 32,500		20,600 32,500									
				UTL/ ST / TRAF		EXEMPTIONS																			
						Year	Code	Description																	
		LEGAL DESCRIPTION				Total		53,100						53,100											
SALES INFORMATION- GRANTEE				BOOK/PAGE		SALE DATE		SALE PRICE				SALE CODE		PREVIOUS ASSESSMENTS (HISTORY)											
RODGERS KEITH D & KERRI ROUSSEAU RONALD A ROUSSEAU ROLAND A KESERAUSKIS DENNIS L & CAROL J				5138	677	09-18-2023	65,000		25			Year	Descri	Prior Assesse		Year	Descri	Prior Assess		Year	Descri	Prior Assesse			
				4261	884	11-03-2014	0		38			2023	LAND OB	10,000 13,800		2024	LAND OB	20,600 48,000		2025	LAND OB	20,600 32,500			
				4241	540	09-10-2014	10,000		02																
				0	0	01-01-1900	0		99																
												Total		23,800		Total		68,600		Total		53,100			
BUILDING NOTES												APPRAISED VALUE SUMMARY													
B-125- "WOODLAND PARK", 3 BO 4/24 THVR- NC 4/28/26-N/C												Appraised Building Value (Card)										0			
												Appraised Extra Feature Value (Bldg)										0			
												Appraised Outbuilding Value (Bldg)										32,500			
												Appraised Land Value (Bldg)										20,600			
												Total Appraised Parcel Value										53,100			
BUILDING PERMIT RECORD												Valuation Method										C			
Issue Date	Permit Id		Description		Price		Insp Date		% C			Stat		Notes											
												Total Appraised Parcel Value										53,100			
VISIT / CHANGE HISTORY																									
Date		Id		Purpost/Result														Notes							
04-28-2026		MB		CYCLE REVIEW																					
04-21-2025		TH		CYCLE MEAS																					
LAND LINE VALUATION SECTION																									
B	LUC	Description		LandU	Land Type		Loc Adj		UnitPric	Size Adj	Cond	Nbhd	Nb Adj	Inf1	Inf1 Adj	Inf2	Inf2 Adj	Inf3	Inf3 Adj	Adj UnitPrice	Appraised Value	Assessed Value	Notes		
1	386T	CAMPING-M		1.000	CAMP SIT		P	1.000	20,550.	1.00000	1.00	5001	1.000							20,550	20,600	20,600	BAXTER LAKE SITE;		
Total Card Land Units					1.00		AC		Parcel Total Land Area					1.00		AC		Total Land Value					20,600		

Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Land Use 386T
Print Date 5/15/2026 10:00:06 P

A white, single-story modular building with a gabled roof and a small window, situated on a gravel lot with trees in the background. The building has a modern, clean design with horizontal siding. To the left, a red building with a white door is partially visible. To the right, a red shed and a blue car are parked. The foreground is a gravel lot with a low stone wall. The background is a dense forest of tall trees under a clear blue sky.



LOCATION

Property Address	11 Paugus Cir Rochester, NH 03867
Subdivision	
County	Strafford County, NH

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	RCHE M:0219 B:0012 L:0011
Alternate Parcel ID	
Account Number	
District/Ward	
2020 Census Trct/Blk	846/1
Assessor Roll Year	2025

PROPERTY SUMMARY

Property Type	Commercial
Land Use	Campground/Rv Park
Improvement Type	Campground/Rv Park
Square Feet	296

CURRENT OWNER

Name	Rodgers Keith D Rodgers Kerri
Mailing Address	117 High St Stratham, NH 03885-2251

SCHOOL ZONE INFORMATION

McClelland School	3.3 mi
Elementary: Pre K to 5	Distance
Rochester Middle School	3.3 mi
Middle: 6 to 8	Distance
Spaulding High School	3.4 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 07/17/2026

No sales information was found for this parcel.

TAX ASSESSMENT

Tax Assessment	2025	Change (%)	2024	Change (%)	2023
Assessed Land	\$20,600.00		\$20,600.00	\$10,600.00 (106.0%)	\$10,000.00
Assessed Improvements	\$32,500.00	-\$15,500.00 (-32.3%)	\$48,000.00	\$34,200.00 (247.8%)	\$13,800.00
Total Assessment	\$53,100.00	-\$15,500.00 (-22.6%)	\$68,600.00	\$44,800.00 (188.2%)	\$23,800.00
Exempt Reason					

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2025			\$812.00
2024			\$1,019.00
2023			\$613.00
2022			\$602.00
2021			\$587.00
2020			\$573.00
2019			\$580.00
2018			\$526.00
2017			\$774.00

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1					
Type	Campground/Rv Park	Condition	Average		Units 1
Year Built	2003	Effective Year			Stories 1
BRs		Baths	F	H	Rooms 4
Total Sq. Ft. 296					
Building Square Feet (Living Space)			Building Square Feet (Other)		
			Gross Area 834		

- CONSTRUCTION			
Quality		Roof Framing	Gable
Shape		Roof Cover Deck	Asphalt
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	
Exterior Wall	Aluminum/Vinyl Siding	Heat Type	Forced Air Unit
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	
- OTHER			
Occupancy		Building Data Source	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Utility Bldg			

PROPERTY CHARACTERISTICS: LOT

Land Use	Campground/Rv Park	Lot Dimensions	
Block/Lot	12/11	Lot Square Feet	43,560
Latitude/Longitude	43.318221°/-71.045256°	Acreage	1

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type	
Electric Source	Topography	
Water Source	District Trend	
Sewer Source	Special School District 1	Rochester
Zoning Code	Special School District 2	
Owner Type		

LEGAL DESCRIPTION

Subdivision	Plat Book/Page	
Block/Lot	12/11	District/Ward
Description		

POWER PRODUCTION

No power production information was found for this parcel.

INTERNET ACCESS

courtesy of Fiberhomes.com

Provider	Type	Confirmed	Advertised Top Download Speed	Advertised Top Upload Speed
Fidium Fiber	FIBER	No	2000 Mbps	
Xfinity	FIBER	No	2000 Mbps	
Breezeline	FIBER	No	1000 Mbps	

LISTING ARCHIVE

No Listings found for this parcel.

CAI Property Card

Town of Rochester, NH



GENERAL PROPERTY INFORMATION	BUILDING EXTERIOR
LOCATION: 11 PAUGUS CIR ACRES: PARCEL ID: LAND USE CODE: CONDO COMPLEX: OWNER: RODGERS KEITH D & KERRI CO - OWNER: MAILING ADDRESS: ZONING: PATRIOT ACCOUNT #:	BUILDING STYLE: UNITS: YEAR BUILT: FRAME: EXTERIOR WALL COVER: ROOF STYLE: ROOF COVER:
	BUILDING INTERIOR
	INTERIOR WALL: FLOOR COVER: HEAT TYPE: FUEL TYPE: PERCENT A/C: # OF ROOMS: # OF BEDROOMS: # OF FULL BATHS: # OF HALF BATHS: # OF ADDITIONAL FIXTURES: # OF KITCHENS: # OF FIREPLACES: # OF METAL FIREPLACES: # OF BASEMENT GARAGES:
SALE INFORMATION	
SALE DATE: BOOK & PAGE: SALE PRICE: SALE DESCRIPTION: SELLER:	
PRINCIPAL BUILDING AREAS	
GROSS BUILDING AREA: FINISHED BUILDING AREA: BASEMENT AREA: # OF PRINCIPAL BUILDINGS:	
ASSESSED VALUES	
LAND: YARD: BUILDING: TOTAL:	
SKETCH	PHOTO
NO SKETCH AVAILABLE	



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.

8/5/2026

Property Information - Rochester, NH

Page 1 of 1



11 Paugus Circle

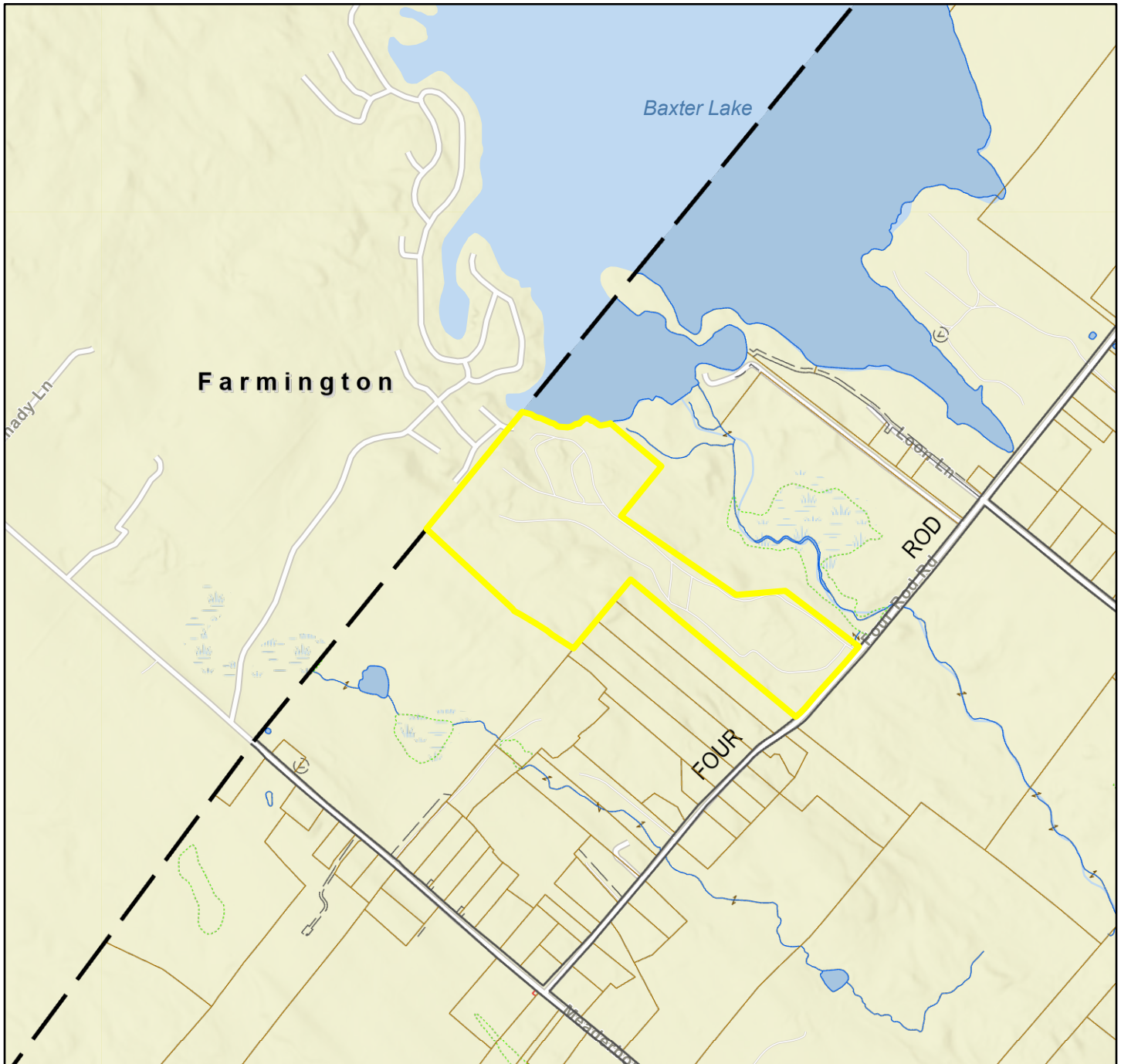
Rochester, NH

1 inch = 1097 Feet



www.cai-tech.com

August 5, 2026



Large Scale	PWATER	RW	Water-poly
CAI Town Line	ROAD	UTILITY	
PROPERTYLINE	HOOKS	WATER	
PVTRD	PVTRD-RW	WETLAND	

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

UTILITY INFORMATION

Please provide information on the utilities servicing your home.

Electric Company Eversource Phone _____

Average Annual Consumption minimal

Check all that are electric: ☐ Heat ☐ Hot Water ☐ Stove ☐ Dryer ☐ Range ☐ Oven

Oil Company _____ Phone _____

Average Annual Consumption _____ Tank Size _____

Check all that are Oil: ☐ Heat ☐ Hot Water Tank Location _____

Gas/Propane Company Irving Phone _____

Average Annual Consumption minimal Tank Size Unknown

Check all Tank Location next to campsite

that are Gas: ☒ Heat ☒ Hot Water ☒ Stove ☐ Dryer ☐ Range ☒ Oven ☐ Fixed Generator

Septic Company Unknown Phone _____

Location _____ Tank Size _____

Well Company Unknown Phone _____

Location _____ GPM _____

Cable/Internet Company Xfinity or your choice Phone _____

Telephone Company same Phone _____

Is your home serviced by Town / Community Water? Average Bill n/a

Is your home serviced by Town / Community Sewer? Average Bill n/a

*If no, please describe your lot with your property and indicate location of septic/well in relation to the house.

Not close at all. Up at the baseball field for the leach field and pump house for water is in another location, not near camp.

Seller

Keith D. Rodgers

dotloop verified
09/01/26 8:29 AM EDT
NVLD-PHIG-GKTA-QRIA

Buyer

Seller

Kerri Rodgers

dotloop verified
09/01/26 8:41 AM EDT
25GL-AYXB-D17U-HGJZ

Buyer

• Please leave all manuals and warranties for the new home owners. Thank you!

SELLER PROPERTY INFORMATION

Fixtures, Appliances, and Personal Property

Please indicate the age of the following, which will be included in the sale of your property.

Included?	Yes	No	Year	Included?	Yes	No	Year
Canoe/Kayaks 2 racks at the beach	☐	☐		A/C unit	☐	☐	
Gas golf cart and Electric 48v golf cart	☐	☐		Outdoor patio furn & cushions	☐	☐	
Furniture- bed, side tables, tvs & accessories	☐	☐		shoe rack/clothes bins/linens	☐	☐	
Hutch	☐	☐		2 remotes for gates	☐	☐	
Futon	☐	☐		2 key cards for gates & mailbox	☐	☐	
Kitchen table and 4 stools	☐	☐			☐	☐	
Appliances	☐	☐			☐	☐	

Please list any affixed items that will **NOT** be staying (Special chandelier, deep freezer, etc?)

Other Information

If curbside pick-up,-What day is trash removal day? dumpsters on campground premises at will

Does the town maintain/plow the road? seasonal

Do you have smoke alarms?smoke Battery or hard-wired? battery powered

Do you have carbon monoxide detectors? _____ Plug-in or hard-wired? _____

School Information

	School	Pick Up Time	Bus Stop Location
Elementary			
Middle			
High School			

Seller *Keith D. Rodgers* dotloop verified
09/01/26 8:29 AM EDT
QUOK-U11L-PQOQ-UWE2

Seller *Kerri Rodgers* dotloop verified
09/01/26 8:41 AM EDT
4CTB-HQDO-NCTJ-PVFI

Buyer

Buyer

E-Doc # 230011276
Book 5138 Page 677

09/20/2023 12:40:23 PM
Page 1 of 2

Catherine A. Berube
Register of Deeds, Strafford County
LCHIP STA212083 25.00
TRANS TAX ST861850 975.00

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Ronald A. Rousseau***, who **incorrectly acquired title as Roland A. Rousseau**, (*an unmarried individual), of 6351 Spring Lake Circle, Zephyrhills, FL 33540, for consideration paid grant(s) to **Keith D. Rodgers and Kerri Rodgers**, married, of 117 High Street, Stratham, NH 03885, as Joint Tenants with Rights of Survivorship, with WARRANTY COVENANTS:

An undivided interest in certain land located in Rochester, County of Strafford, State of New Hampshire, described in the deed of Rindge Industries, Inc. to Baxter Lake Recreation Area, Inc., dated July 19, 1976 and recorded at, Volume 985, Page 602, Strafford County Registry of Deeds and the exclusive rights to use Lot B-125/11 (a/k/a Site 125 in earlier deeds), as laid out upon said land.

These premises are conveyed expressly subject to certain property restrictions, easements and covenants set forth in a certain Declaration of Covenants and Restrictions recorded with the Strafford County Registry of Deeds on March 1, 1977, at Vol. 993, Page 724-737, which are incorporated herein by reference.

Also conveyed herewith is the right, in common with others, to pass and repass over access roads as they may heretofore have been constructed or may be constructed and the right, in common with others, to use any other common facilities and amenities, whether now in existence or subsequently constructed.

The fractional interest-in-common hereby conveyed is based upon the total number of sites sold and the time or phase in development of this conveyance shall not operate to increase or decrease the undivided interest hereby granted. This conveyance is made subject to the encumbrances and liens of record.

By acceptance of this conveyance the grantee hereby expressly waives any and all claims, cause of action or demands of any nature against Baxter Lake Recreation Area, Inc., or Baxter Lake Recreation Area Association arising from use of access roads, common facilities and amenities by the grantee herein, their heirs, personal representatives and assigns.

Meaning and intending to describe and convey the same premises conveyed to Ronald A. Rousseau who incorrectly acquired title as Roland A. Rousseau, by Deed from Dennis Keserauskis and Carol Keserauskis dated September 10, 2014 in the Strafford County Registry of Deeds in Book 4241, Page 540.

The above-described premises is not homestead property of the undersigned grantor.

Executed this 18TH day of September 2023.



Ronald A. Rousseau

State of New Hampshire

County of Rockingham

On September 18TH, 2023, before me, the undersigned officer, personally appeared the above-named, **Ronald A. Rousseau**, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public/Commissioner of Deeds
My Commission Expires:

Baxter Lake Recreation Area Association



Rules & Regulations

Table of Contents

A. General Rules.....	Page 1
B. Vehicle Regulations	Page 5
C. Gate Access	Page 8
D. Fines/Penalties Resulting from Violations	Page 9

Welcome to B.L.R.A.A. This property is a privately owned campground. The Board of Directors has adopted the following rules and regulations with your safety, comfort and satisfaction in mind. Association members are expected to assist the Directors in the enforcement of these rules. Co-operation with your neighbors and the Board will be appreciated.

Failure of Association members or their family, guests or renters to abide by these rules can result in various actions by the B.O.D. including but not limited to; warnings, fines, and/or suspension of privileges to use the common grounds within the campground assessed against the Association member(s) responsible for the presence of the violator(s).

To have violations of these rules addressed, please complete a violation form and deliver to the Safety Committee Chair or any Board of Directors member.

[**Note: Violation forms are available on the BLRAA website or from Board Members**]

A. General Rules

1. Quiet Hours are from 11:00 PM to 8:00 AM except for evenings when there is a Board sanctioned Campground function; then Quiet Hours will start 30 minutes after the function ends.
2. Association members are responsible for the conduct, safety and behavior of their minor children, their families, guests and renters. No site is to be occupied overnight solely by persons under 18 years of age. All Site Renters must be 21 years of age or older.
3. Speed Limit is 5 MPH. Road signs must be obeyed. No parking on the roadways except in areas designated by B.O.D. All roadways must remain accessible to emergency vehicles at all times.

Baxter Lake Recreation Area Association

4. Rochester and NH Fire Laws must be adhered to. Fires can be no larger than 2 ft. x 2ft. x 2 ft. and fueled only by wood. Fires are not to be left unattended. The campground permit will be displayed on BLRAA bulletin boards, which covers all sites.

5. Damage and destruction of campground property and facilities will not be tolerated. Cost of any repairs and any related fines or penalties will be levied against the Association member(s) responsible for the presence in the Campground of those causing the damage and will result in an automatic \$100.00 fine. Police may be notified.

6. All pets, regardless of size, must be kept tied. When walking a pet, it must be on a short leash, 8ft. or less in length, and the person walking the pet must clean up after it. No pets are allowed on the beach at any time or in the Lodge or Pavilion. This applies even to pets being carried. Dogs must not be left unattended. Excessive barking will not be tolerated at any time of day or night.

*** Rule 6 amended in Sept 2019 by approved motion to ban all livestock, except cats & dogs, within campground property effective Jan 1st, 2020

7. Unregistered, un-inspected or disabled motorized vehicles are not allowed to be kept on sites at any time. Making vehicle repairs/maintenance in the campground is not allowed.

8. It is the responsibility of each Association member to maintain a neat and sanitary campsite. Rubbish, broken appliances, construction materials, disabled vehicles or discarded furniture will not be kept on site's and will be disposed of properly. It is also the responsibility of all members to maintain the cleanliness and neatness of the common areas (roads, Lodge, Pavilion, beach restrooms, etc.)

9. Only usual weekly campground refuse is to be deposited in the dumpsters. It is the responsibility of the Association member to dispose of his/her personal scrap items (mattresses, refrigerators, tables, building materials, etc.) Anyone caught dumping trash or debris in the woods or other non-designated areas (this includes leaves in culverts or green areas) will be charged an immediate \$100.00 fine for littering. Leaves and tree limbs are to be disposed of in the area designated by the B.O.D. Remove leaves from plastic bags or other containers.

10. Positively no dumping of gray water, holding tanks or porta-potties on campsites or in the bathrooms. The Dumping Station located on Baxter Lake Drive is provided for that purpose.

11. No Vehicles (cars, scooters, mopeds, ATV's, golf carts, etc.) are allowed on the beach at any time unless for an emergency or maintenance purpose. No ball playing, Frisbee throwing, running, fishing or 'horseplay' is allowed on the beach or in the water except for organized recreation. No swimming, fishing or playing on or near the boat docks at any time. The beach is closed for all purposes from 11:00 PM – 8:00 AM unless otherwise designated by the Board of Directors. Any child in the swimming area less than 12 years of age must be accompanied by an adult at all times. No cleaning of one's body, child, pet, or clothes at the beach. No use of cleaning agents or soaps is allowed in NH Lakes. Soaps contain

Baxter Lake Recreation Area Association

ingredients which are often toxic to life in the lake.

12. Swimming at the beach and use of the playground is prohibited from dusk to 8:00 AM.
13. Parking is limited to ones' own site; Board approved community parking areas and sites where owner permission is granted.*No parking is permitted on green areas or common areas unless granted by the Board. **See Addendum #1** All guests must park on owner's site or Board approved community-parking areas **See Addendum #2**
14. It is required that Association members and guests conduct themselves in a manner that is not openly objectionable to others. Drugs, drunkenness, openly immoral conduct, lewdness, profanity and unnecessary noise will not be tolerated. Any criminal activity will be reported to the local authorities.
15. Campground bulletin boards are for official Campground communications and information only.
16. With Board approval, Lodge and Pavilion may be used by Association owners only, for a private function, a maximum of 4 hours use to be ended by 10:30 PM. Trash must be removed from all areas used by the person responsible for the party. No private function may have use of the wood stove at any time. Lodge is not available to rent during water off period. [approx. Oct 15 – Apr 15]
17. Site rentals during the period of water off to water on is restricted to a maximum of three calendar days during any calendar week except during school vacations, the rental may be up to 7 days.
18. Use of roller blades, bicycles, skateboards, etc. is banned in Pavilion and Lodge area.
19. No discharging of firearms within the campground and no hunting within 300ft of any dwelling/campsite [per State Law]
20. All Watercraft stored onshore must have Site # on it or the craft will be removed.
21. All boat and utility trailers must be stored in designated area and must display Site #'s.
22. All boats stored in Pavilion area after water off must be removed on or before Memorial Day weekend. Failure to comply will result in an immediate \$50.00 fine per week until removed.
23. No golf cart, vehicle or any equipment storage is allowed in the Pavilion at any time.
24. Failure to disconnect hoses from the campground water supply (water box or spigot) prior to winterization will result in an automatic \$25.00 fine. Any water hose connected to the campground water supply after water off is considered a separate violation and subject to a \$25.00 fine PER DAY for each day it remains connected. Water hoses cannot be reconnected until water on.

Baxter Lake Recreation Area Association

Any costs to repair damage to the campground water distribution system found to be caused by an illegal hookup will be the responsibility of the site owner, beginning with a \$1,000 fee plus additional costs to repair **See Addendum #6.**

25. Approved Seasonal Site permit is required to store any item at the Ball field going forward, after May 1st, 2021. A new approved permit will be required every year. Anything after May 1st, 2021 without a valid site permit will be towed and or removed at item owner's expense

Baxter Lake Recreation Area Association

B. Vehicle Regulations

1. Only licensed drivers are to operate any state registered automobile, truck, motorcycle or any vehicle that can operate over 20 MPH within the campground with or without the presence of another person who is licensed. The campground is not a place for you to teach your child to drive or to let your kids sit on your lap and drive.
2. Visitors [except for immediate family, parent, child, sibling or grandchild] are not allowed to bring in any wheeled recreational vehicles [including snowmobiles, boats and jet skis] and operate them within the campground.
3. Any 2, 3 or 4 wheel ATV/OHRV, utility vehicles, boats, jet skis, snowmobiles, scooters or mopeds are required to have a BLRAA registration sticker and site numbers on each side of vehicle using 3" high lettering, regardless of whether it is state registered or has OHRV stickers. Owners must have golf carts, Cushman's, ATVs, mopeds, motor scooters, snowmobiles, boats, jet skis, utility vehicles, etc. registered by the owner with the campground safety committee at a cost of \$5.00 and must have the campground registration sticker displayed on the front and site identification using 3" lettering must be placed on the sides so it is always visible before using the vehicle in the campground.
4. Golf carts need to be re-registered at any time there is a change of ownership, if the sticker becomes unreadable or when deemed necessary by the Board of Directors.
 - Requirements for passing inspection are:
 - At least one front working headlight [white or yellow]
 - 1 working rear red light
 - Site identification on both sides [Sections identified as follows: A- Section 1, B- Section 2, E Section CCE, W- CCW, V- CCV followed by the appropriate numbers. [Example CCV12] or the E-911 number of your site.
5. The types of recreational vehicles permitted in the campground are limited to those which were in common use in the campground during 1991. As such, they are limited to manufactured scooters, mopeds, golf carts, Cushman, 2 or 4 wheel ATV's where the operator sits above the engine, the (5) 3 wheel ATV's that have been grand fathered and snowmobiles.
6. All vehicles must have operating lights mounted on the front and rear during the period from ½ hour before sunset to ½ hour after sunrise. Handheld lights (flashlights or spotlights) are not acceptable. Bicycles must have a light mounted on the front and either a light or reflector mounted so it is visible from the rear.
7. Driving a vehicle while drinking alcoholic beverages or while under the influence of alcohol or drugs is strictly forbidden.
8. Any vehicle which, in the judgment of a majority of Directors, is objectionable as to the level of noise

Baxter Lake Recreation Area Association

emitted while it is being operated is not to be operated until the noise level is reduced to a level that is reasonable.

9. Association members must assume all responsibility for any consequences resulting from the use of their vehicles or vehicles of their families, guests or renters.

10. Scooters, mopeds and golf carts are not to be operated on campground roads by anyone under the age of 12 unless accompanied by an adult. Drivers between the ages of 12 – 18 are required to complete the BLRAA Driver Safety Education Course and carry their certification at all times. Only state licensed drivers or persons over the age of 18 are to drive any vehicle after sunset.

11. Scooters, mopeds and gold carts will be limited to the number of persons that can be safely seated on manufactured / permanently mounted seating.

12. All vehicles are to be used only for transportation from one point to another. They are not for unnecessary or continuous driving around the campground. While the State of NH mandates the use of helmets for ATVs, it is strongly suggested that operators of scooters and mopeds do the same.

13. Cushman's are to be operated only by persons holding a valid driver's license. They are not to be operated during Quiet Hours.

14. An adult must be present [present means within 20ft of vehicle] when gas or battery powered toy vehicle or child sized ATV under 95cc are in use on campground roads. A fluorescent safety flag at least 4 feet tall must be attached to the toy vehicle.

15. Making motor vehicle repairs/maintenance in campground is banned.

16. No motorized vehicles are to be driven or parked on any septic holding tank, or on the ball field and leach fields.

17. Operators of all ATVs / OHRVs [2 wheel, grand fathered 3 wheel and 4 wheelers and snowmobiles] must adhere to NH OHRV laws as well as the following campground rules:

- a) Three-wheelers, dirt bikes, mini bikes and any ATVs with more than 4 wheels and 2 axels are banned from the campground except for the (5) three wheelers, which were 'grand fathered' – see Addendum #4
- b) Minimum age of operating ATV's is 12 years, unless below 95cc and accompanied by an adult (the adult must be within 20 ft of the vehicle being operated at all times). See NH laws for the use of these vehicles by operators age 12 – 18.
- c) No one under the age of 18 shall be permitted to carry passengers.
- d) Operators and passengers ride at their own risk.
- e) All ATV's shall be operated at a maximum speed of 5-MPH

6 of 10

Baxter Lake Recreation Area Association

- f) All ATV operators and passengers under age 18 years of age shall wear helmets and eye protection at all times.
- g) No one shall operate any vehicle while drinking alcoholic beverages, while intoxicated or under the influence of drugs.
- h) All vehicles must have lights on at night – front & rear.
- i) Only licensed drivers are to drive ATV's after sunset.
- j) Anyone [over age 12] operating an ATV must have a valid driver's license or OHRV safety license.
- k) The ATV rules and regulations will be strictly enforced by the B.O.D.
- l) All vehicles are excluded from the developed areas of the ball field and leach fields.
- m) ATVs are not to be operated during Quiet Hours. [11:00PM – 8:00AM]
- n) n) ATVs and snowmobiles must have a campground yellow registration sticker. See Addendum #5**
- o) o) All ATVs must have 3 inch stickers with their site number on each side of the vehicle.

This property is privately owned. The OHRV owner accepts OHRV privileges with the understanding that he/she does hereby release the Campground and its' Board of Directors from all liability for loss or damages to property and injury to the operator or passengers or any damages arising from the use of his/her machine and agree to indemnify the Campground and its' Board of Directors against all claims arising from loss or damage to property or personal injury resulting from the use of their vehicle.

Baxter Lake Recreation Area Association

C. Main Gate Access

1. Entry to the campground is by gate card or clicker whenever gates are operational.
2. Hold the card in front of the scanner to within about 1 inch.
3. Only one vehicle at a time. If you try to get two vehicles through, the gate may come down on your vehicle, possibly causing damage to both.
4. The main gate area is under 24-hour camera surveillance.
5. The fine for tampering with the gate and/or the equipment is \$250 plus the cost of Labor and Repairs. Please report breakage to a member of the Board of Directors. (Fines will be doubled for repeat offenders within 12 months of the first offense).

****Removal of the gate without permission is prohibited and subject to a \$50.00 fine****

6. Replacement of defective gate cards is free if you turn in the defective card. Replacement of lost cards or additional gate cards [4 total per site] will cost \$25.00 each.
 - Sept 2019 – motion passed to change number of access points allowed per site from 3 to 4. At least 2 access points must be gate cards.
7. Fine for allowing unauthorized access to the campground through the gate is a \$50.00 fine.

Baxter Lake Recreation Area Association

D. Fines/Penalties Resulting from Violations or any Campground or Vehicle Rules

The Board of Directors is expressly granted the authority to take any action it may need to take, including fining or acquiring a Court Order, to enforce the provisions of the Declaration, Bylaws and/or Rules. Any vehicle parked in violation of the terms of the Declaration, Bylaws or these Rules, as any of which may be amended from time to time, is subject to being towed at the owner's expense without further notice. The Board of Directors is not limited in its actions to towing an offending vehicle, but may include towing. The vehicle Owner shall be responsible for the cost of said towing.

Fines and Costs. The Board of Directors shall have the right to levy against an Owner such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, the Bylaws or the Rules of the Association. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner.

Until such time as these Rules are amended, the fine for each violation of any portion of the Declaration, Bylaws or Rules shall be up to \$1,000.00 for each such violation, which amount is left to the sole discretion of the Board of Directors. Any such fine levied by the Board of Directors may be appealed for review by the Association at the next scheduled Association meeting, but the fine must be paid in full to reserve any such Appeal. Further, any costs incurred to enforce the provisions of the Declaration, Bylaws and/or Rules may be assessed to the Unit Owner.

Any registered vehicle that is parked in any area, other than an owner's lot, must have the site number of the lot that the vehicles is associated with clearly visible on the dashboard. This posting can be a piece of paper with the site number of a minimum 2" height so that it is clearly legible. This applies to all owners, visitors and the like parked in any common area including the beach, boat ramp, holding areas, and all other common areas. Violators are subject to being towed. The vehicle owner shall be responsible for the cost of said towing.

"Suspensions" for this purpose means that the violator and responsible association member are only allowed to enter the campground to go to his/her trailer. As a result, the only common property to be used by that individual during the period of the suspension is the roadway for the most direct route to such trailer from the main road and back; and only then for the purpose of entering or leaving the campground.

****Any criminal activity will be reported to the local authorities****

Addendum #1 Motion passed. 6 for, 1 against July 2011 BOD meeting.

Addendum #2 Motion passed. 7 for, 0 against July 2011 BOD meeting.

Rules revised Aug. 4, 2012 at a BOD Special Meeting.

Baxter Lake Recreation Area Association

Addendum #3 Motion passed 6 for, 0 against November 2012 BOD meeting

Addendum #4 Motion passed 8 for, 0 against November 2013 BOD meeting

Addendum #5 Motion passed 8 for 0 against November 2013 BOD meeting

Section D changes motion passed 8 for, 0 against, August 2020 BOD meeting

Addendum #6 Motion passed 8 for 0 against January 2021 BOD meeting

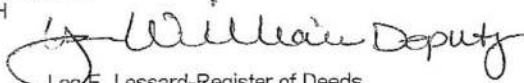
CERTIFICATE

I do hereby certify that the attached document is a true copy of the instrument as recorded in the Registry of Deeds for the County of Strafford, State of NH, and referenced as Bk 3752 Pg 0867, the records of which I am the custodian.

Dated: JUL 7, 2009

Dover, NH

Attest


Leo E. Lessard-Register of Deeds

Doc # 0010548 Jun 29, 2009 9:48 AM

Book 3752 Page 0867 Page 1 of 11

Register of Deeds, Strafford County

AMENDMENT

BY - LAWS

Of

BAXTER LAKE

RECREATION AREA ASSOCIATION

**BY-LAWS OF
BAXTER LAKE RECREATION AREA ASSOCIATION**

PREAMBLE

This version of the By-laws makes some changes and rearranges some elements of the previously existing By-laws. It was accepted by the Association at its annual meetings on July 16, 1989 and July 21, 1991 and a Special Association Ballot on 8/31/2003 and supersedes all other previously existing versions of the By-Laws.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" means the Baxter Lake Recreation Area Association.

SECTION 2. "Articles" means the Articles of Association of Baxter Lake Recreation Area Association contained within the following By-laws.

SECTION 3. "Restrictions" means the Declaration of Covenants and Restrictions of Baxter Lake Recreation Area Association recorded at Strafford County Registry of Deeds upon March 1, 1977, at Vol. 993, Pages 724-737 and updated on May 15, 1988 and again on September 23, 1996, Book 1888, Pages 0550-0557.

SECTION 4. "Site Interest" means any numbered camp site as laid out upon the land, and as approximately shown upon any final plan or plans recorded at the Strafford County Registry of Deeds.

SECTION 5. "Common Property" means all land of Baxter Lake Recreation Area excluding site interest.

SECTION 6. "Owner" means any person or entity owning a site interest at Baxter Lake Recreation Area, excluding, however, holders of a security interest in a site interest.

SECTION 7. Any reference to "he" or "him" in these By-laws should be understood to be gender neutral and may refer to either he/she or him/her.

ARTICLE II

NAME, PRINCIPAL OFFICE and PURPOSES

SECTION 1. The name of the Association is "Baxter Lake Recreation Area Association" (BLRAA).

SECTION 2. The principal office is "The Lodge" located within the campground at 99 Four Rod Road, Rochester, NH 03867.

SECTION 3. The purpose of the Association shall be as set forth in the Declaration of Covenants and Restrictions, with special reference to Article I, Section 1, f.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS and PROPERTY RIGHTS

SECTION 1. MEMBERSHIP: Every owner shall be a member of the Association. Members are required to pay annual and special assessments levied by the Association, the obligation of which assessments is imposed against each

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

SECTION 2. VOTING RIGHTS: At any meeting of the Association (ARTICLE VI of these By-laws), each owner shall be entitled to cast one vote for each site interest which he owns. Any Owner may attend and vote at such meetings in person, or by proxy (by instrument in writing signed by the Owner and filed with the Board). Where there is more than one record Owner of the same site interest, all such persons shall be members of the Association and any or all of such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the vote to which they are entitled. Where only one of such persons attend any such meeting, he may vote for himself and as agent for any absent Owner of his site interest without proxy designation. Where none of such persons attends such meeting, any designation of proxy must be signed by all such persons. In addition to the above proxy provisions, an Owner may assign his right to vote to any first mortgagee of record.

SECTION 3. PROPERTY RIGHTS in the COMMON PROPERTY: Every Owner shall have an easement of use and enjoyment, in common with others, in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every site interest, which easements shall be subject to the following:

- a. Liens and encumbrance presently of record.
- b. The rights of the Association as provided in its Articles and BY-laws, to suspend the exercise of said easement by any Owner for any period during which his assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its rules and regulations adopted pursuant hereto, and
- c. The rights of other Owners of site interests located at Baxter Lake Recreation Area to similar easements.

SECTION 4. COVENANT *for* MAINTENANCE ASSESSMENTS:

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

b. PURPOSE of ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation and social welfare of the residents of the property, including Without limitation the improvement, operation and maintenance of, and the payment of taxes and insurance on the Common Property, and the acquisition of labor, equipment, materials, management and supervision of the Common Property.

c. ANNUAL ASSESSMENTS: An annual assessment shall be determined by action of the Association subject to the provisions of subsection 4 (e) hereafter set forth and with reference to Declaration of Covenants and Restrictions ARTICLE 5, SECTION 3.

d. SPECIAL ASSESSMENT: In addition to the annual assessments authorized here in above, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, an operating loss or the cost of any construction or unexpected repair or replacement upon the Common Property , or for any other purpose related to the Common Property , provided that any such assessment shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all Owners at least thirty (30) days in advance thereof and shall have set forth the proposal to make such a special assessment. A member who owns more than one site interest shall pay a special assessment for each of such site interests.

e. CHANGE in AMOUNT of ANNUAL ASSESSMENT: The Association may change the amount of the assessment fixed here in above prospectively, provided that any such change shall have the assent of two-thirds of the votes of Owners who are voting in person or by proxy, at a meeting duly called for this purpose, or at an annual meeting, written notice of either of which shall have been sent to all Owners at least thirty (30) days in advance thereof and shall have set forth the proposal to make such a change.

f. QUORUM for ANY ACTION AUTHORIZED UNDER SUB-SECTIONS (d) AND

(e): The quorum required for any action authorized by subsections (d) and (e) hereof shall be as follows: At the first meeting called, as provided in Section (d) and (e) hereof, the presence at the meeting of members or proxies entitled to cast sixty per cent (60%) of all votes of the 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 (d) and (e), 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.

g. DUE DATES of ANNUAL ASSESSMENT: The annual assessments provided for herein shall become due and payable upon a date determined by the Board of Directors of the Association.

h. CERTIFICATE of PAYMENT: The Board of Directors, upon demand by any **Owner** liable for an assessment, shall furnish to such **Owner** a certificate acknowledging that the assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

i. EFFECT of NON-PAYMENT of ASSESSMENT: Any assessment which is not paid when due, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall become a continuing lien on the site interest and appurtenant interest of the delinquent **Owner**, which shall bind such property in the hands of said **Owner**, his heirs, devisees, representatives and assigns. The personal obligation of the said **Owner** to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any annual assessment which is not paid within thirty (30) days after due date in its year of assessment, and any special assessment which is not paid within thirty (30) days of its due date, shall bear interest from said due date at the rate of eighteen percent (18%) per annum. The Association may add additional penalties for late payments and may bring an action against the **Owner** personally obligated to pay the same or may foreclose the lien against said property in the manner provided by statute for the foreclosure of power of sale mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorneys fees, and said interest.

j. SUBORDINATION of the LIEN: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties.

SECTION 5. RULES, REGULATIONS and ADDITIONAL DEFINITIONS:

- a. Rules and Regulations:** The Board of Directors is authorized to adopt from time to time rules and regulations for the use and operation of the Common Property which shall be posted in a conspicuous place on the Common Property and Owners shall be required to conduct themselves, and to see that their lessees, renters and guests conduct themselves, in accordance with said rules and regulations. Notice of any changes and/or additions to the rules and regulations shall be given to the members thirty (30) days prior to the effective date.
- b. Additional Definitions:**
 - c. Recreational Vehicle** - Any vehicle approved by the "Recreation Vehicle Industry Association" (RVIA) or the "Recreational Park Trailer Industry Association" (RPTIA) all of which vehicles are in good repair and fully equipped and operational with wheels attached, or a similarly approved camper manufactured and designed to be mounted on pickup trucks but which is temporarily dismounted. All such vehicles must be 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.
 - d. Decks, Porches and Enclosures** - Upon approval of the Site Committee a porch / enclosure or a deck may be constructed providing it does not exceed 10 feet in width and the length of the trailer. A deck with a maximum size of 200 square feet may be added to an existing porch / enclosure but only if it can be done without the removal of any trees.
 - e. Storage Sheds** - Structure must have a peaked roof with overall height not exceeding 10 feet and cannot exceed 8' wide X 10' long.
 - f. Fireplaces** - the inside dimensions of a fireplace cannot exceed 2 ½' w x 2 ½' L.
 - g.** For the purpose of these By-laws "tent" includes canvas sided camping trailers provided both wheels have been removed.
 - h. Screen House** - a wood structure with a maximum width of 12', maximum length of 12' and maximum height of 10' and with side walls not exceeding 3' high. Windows are not permitted but structure can be shuttered with wooden shutters only from Water Off to Water On.

ARTICLE IV

OFFICERS of the ASSOCIATION

SECTION 1. The officers of the Association are the Board of Directors (Declaration of Covenants & Restrictions Article I, Section I, b.)

SECTION 2. MAKE UP OF THE BOARD OF DIRECTORS:

- a. The Board of Directors shall be composed of nine (9) members of the Association.
- b. The term of office of a Director is three years.
- c. Three members of the Board of Directors shall be elected at each Election Meeting of the Association and will assume office upon the completion of the Election Meeting.

SECTION 3. QUALIFICATIONS: Only members of the Association shall be eligible to serve as Directors. A person may succeed himself as Director for one (1) additional term. After a hiatus of one (1) year, such a person may again stand for election. No one may serve on the Board of Directors who is not a paid-up member in good standing (current in dues, taxes, fines and assessments).

SECTION 4. NOMINATIONS & ELECTIONS:

Nominations for the three (3) members of the Board shall commence at the June meeting of the Board and extend until the July meeting of the Association. The election shall be held at the meeting of the Association on the Sunday of the Labor Day weekend.

SECTION 5. OFFICES:

- a. The offices of the Association are a President, Vice President, Treasurer, Secretary and five (5) Directors at large.
- b. These positions are to be filled by the members of the Board of Directors at the meeting of the Board which will take place immediately after the Election Meeting of the Association; this meeting is to be chaired by the remaining senior officer. The offices are to be filled by a majority vote of the Directors. The newly elected officers will assume their office immediately after their election at this meeting of the Board of Directors.

SECTION 6. VACANCIES: A vacancy on the Board of Directors shall be filled by the next highest vote getter of non-winners in the previous election. If that person is not available to fulfill the term of office there will be a special election by the body.

SECTION 7. PRESIDENT: The President shall preside at all meetings of the Board of Directors and of the Association, and shall perform such other duties as may be required by the Board of Directors and the Association from time to time.

SECTION 8. VICE-PRESIDENT: The Vice-President shall assist the President in the carrying out of his duties as requested by the President.

SECTION 9. TREASURER: The Treasurer shall manage all the financial affairs of the Association. He shall keep current records and give reports of the financial status of the Association at regular meeting of the Board of Directors and at the annual meeting of the Association. Each year the Treasurer shall have an annual audit of the books prior to the annual meeting of the membership

SECTION 10. SECRETARY: The secretary shall record the votes and keep the minutes of all meetings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

SECTION 11. AUTHORITY: The Board of Directors may authorize any officer or officers, or any employee in conjunction with one or more officers, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument or may authorize the Treasurer or President, in his absence, to sign checks, drafts of other orders for payment of money or notes or other evidence of indebtedness, and such authority may be general or it may be confined to specific instances. Unless specifically authorized by the Board of Directors, no officer or Director, except the Treasurer, shall have the power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it financially liable for any purpose or in any amount. The Treasurer shall sign all transactions up to \$1999.99 or in his absence the President or Vice President. Any transaction of \$2000 or greater shall require two (2) signatures, the Treasurer's, President's or Vice President's. The Treasurer shall have such authority without such specific authorization.

SECTION 12. FUNDS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Treasurer may select and for the purpose of such deposit the Treasurer or in his absence the President may endorse, sign and deliver checks, drafts and other orders for the payment of money to the order of the Association.

ARTICLE V

INDEMNIFICATION of OFFICERS

Each Director and officer of the Association (and their respective heirs, executors and administrators) shall be indemnified by the Association against any cost, expense (including attorney's fees), judgment and liability reasonably incurred by or imposed upon him in connection with any action, suit, or proceeding to which he may be made a party or with which he shall be threatened, by reason of this being, or having been a Director or officer of the Association, except with respect to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct as such Director or officer. In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the Association is advised by counsel that such Director or officer is not liable for willful misconduct as a Director or officer. The foregoing right of indemnification shall be in addition to any rights to which any Director or officer may otherwise be entitled.

ARTICLE VI

MEETINGS of the ASSOCIATION

SECTION 1. ANNUAL MEETING: The regular annual meeting of the members shall be held at Baxter Lake Recreation Area on the third Sunday in July in each year or at such other time (not more than ten (10) days before or after such date) as may be designated by written notice of the Board mailed or delivered to members not less than thirty (30) days prior to the revised date for said meeting. The time of the meeting is at the discretion of the Board and must be included in the notice.

SECTION 2. SPECIAL MEETINGS: Special meetings of the members for any purpose may be called at any time by the President, by the majority of the members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership.

SECTION 3. NOTICE of the MEETING: Notice of all special meetings of the Association shall be given to the members by the Secretary. Such notice shall be delivered to the members or shall be sent through the mail, postage thereon fully prepaid to his address appearing on the books of the Association, such delivery or mailing to occur at least thirty (30) days prior to such meeting and such notice to set forth in general the nature of the business to be transacted. When a vote is to be held at a special meeting there shall be a ballot included in the mailing of the notice.

SECTION 4. QUORUM: Unless otherwise provided in these By-laws (Article III, Section 4,f), the Declaration of Covenants & Restrictions or by law, the presence at the meeting of members entitled to cast or of proxies to cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action.

SECTION 5. VOTING: At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing, shall designate the person to whom given and shall be filed with the Secretary. A proxy shall be valid for the meeting and question for which it was given. Every proxy shall automatically cease upon completed sale by the member of his lot or other interest in the property. Notice of the completion of sale shall be recorded with the Treasurer.

ARTICLE VII

ACTIVITIES of the BOARD of DIRECTORS

SECTION I. BOARD MEETINGS:

a. REGULAR MEETINGS:

1. A meeting of the Board of Directors will be held immediately following the Annual Election and Meeting of the Association to elect new officers of the Association and conduct whatever other business as necessary .

2. The Board of Directors will normally meet monthly to conduct campground business. At the discretion of the President a monthly meeting may be skipped with approval of a Quorum of the Board members.

b. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be called upon the written request of two (2) members of the Board or at the discretion of the President of the Association and shall be held at the time and place specified in the respective request and call. Notice of said special meeting shall be given to each Director in person or by telephone at least two days before the day of the meeting or by mailing such notice to him at his last known post office address at least five days before the day of the meeting, including the day of the mailing.

c. QUORUM: The quorum for all meetings of the Board of Directors shall be constituted by two-thirds (2/3) of the membership of the Board.

d. ACCESS to MEETINGS: Any member of the Association may observe any meeting of the Board of Directors unless the President of the Association or a **majority** of the Board decides to discuss the issue in executive session. This should take place ordinarily when sensitive personal issues are to be discussed.

e. PLACE of MEETINGS: Meetings will ordinarily be held at the Lodge. In extraordinary circumstances, at the discretion of the President of the Association, a special meeting of the Board may be held in places other than the Lodge.

SECTION 2. POWERS and RESPONSIBILITIES of the BOARD: The Board of Directors shall have the following powers and duties:

- (a) Management and control of the affairs of the Association.
- (b) To call special meetings of the Association whenever it deems necessary.
- (c) To appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.
- (d) To establish, levy and assess, and collect the assessments or charges referred to in **ARTICLE III**.
- (e) To maintain, alter, repair and otherwise care for the **Common Property**. This power is unrestricted except in cases of major changes or improvements to the campground and its facilities that would require expenditure of two thousand (\$2000) dollars except in an emergency situation. In these cases, the Board must obtain the approval of the Association membership for such changes or improvements. This approval may be obtained at any regular or special meeting of the Association.
- (f) To adopt and **enforce rules and regulations** governing the use of the **Common Property** and the personal conduct of the members and their guests anywhere in the campground. This power of enforcement shall include the power given in **Declaration of Covenants & Restriction Article 8, Section 7**.
- (g) May delegate its power of enforcement to any duly constituted committee or agent; such committee or agent being directly responsible to the Board of Directors.
- (h) To cause to be kept a **complete record** of all acts of the Board and to present a statement thereof to the members at the annual meeting of the Association.
- (i) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those specifically otherwise conferred by these By-laws, the Declaration of Covenants & Restrictions or by law.
- (j) For extraordinary reasons that reflect on the integrity of the Board, a member of the Board of Directors may be temporarily suspended. If the Board member refuses, he may be suspended with due process at a meeting of the full Board of Directors by a three-fourths (3/4) vote of the Board until the Association, through a trial board or other such body, within 60 days, I can take appropriate action.
- (k) To identify any **dangerous or unsightly condition of any site** and, upon such identification and discussion at a meeting of the Board, to insist upon a reasonable remedy. If the site owner demonstrates lack of reasonable cooperation, the Board may take appropriate action to remove the dangerous or unsightly condition.

(I) To establish the following standing committees, and such other committees as the Board of Directors deems necessary, which shall be chaired by a Director:

Activities Committee
 Construction Committee
 Finance Committee
 Newsletter Committee
 Safety Committee
 Site Control Committee

These Standing Committees shall each have a Charter which will be kept with the Association records.

ARTICLE V I I I

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year.

ARTICLE I X

AMENDMENTS

The By-laws may be altered or amended by a two-thirds (2/3) vote of the members who are voting in person or by proxy at a meeting of the Association, notice of which, including notice of the proposed amendment or amendments, having been given to the members of the Association at least thirty (30) days prior to the meeting. The quorum required for any such vote shall be the presence at the meeting of members or proxies, entitled to cast twenty-five (25) percent of all the votes of the entire membership.

Certificate of Amendment
To
Baxter Lake Recreation Area Association
By-Laws

Whereas, the By-Laws of Baxter lake Recreation Area Association makes some changes and rearranges some elements of the previously existing By-laws. It was accepted by the Association at its annual meetings on July 16, 1989 and July 21, 1991 and a Special Association Ballot on 8/31/2003 and supersedes all other previously existing versions of the By-Laws and

Whereas, Baxter lake Recreation Area Association at a duly called meeting, the Board of Directors unanimously approved a revision of the By-Laws of Baxter lake Recreation Area Association and set August 31, 2003 for owners ratification, and

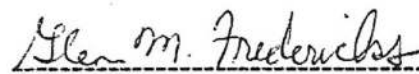
Whereas, at a duly called Special Meeting on August 31, 2003 the Membership of Baxter lake Recreation Area Association on August 31, 2003, the same By-Laws of Baxter lake Recreation Area Association as attached hereto was duly approved by vote of the Membership in excess of that required by the provisions of the Declaration of Covenants and Restrictions.

Whereas, my signature hereto this 31st day of August, 2003 at Baxter Lake Recreation Area Inc. Rochester, NH.


Witness


President


Witness


Secretary

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 _____ Town of _____, County of _____ (Street Address), 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

BAXTER LAKE RECREATION AREA ASSOCIATION

Baxter Lake Recreation Area Association

SITE CONTROL COMMITTEE RULES

Revised September 2013

TABLE OF CONTENTS

Notes	2
Introduction	2
Campsites	2
Common Grounds	2
Green Areas	2
Cutting Trees	3
Application for Site Alteration	3
Site Modification/Structures	3
Recreational Vehicles Permitted on a Site at BLRAA	3
Additions/Add-A-Rooms	4
Renting Sites	4
Storage Sheds	4
Screen Houses	5
Retaining Walls	5
Portable Shelters	5
Fireplaces	5
Gravel and Stone	5
Holding Area	5
Snowplowing	5
Forbidden	6
Rule Clarifications	6
Buffer Zones	6
Reminders	6

BAXTER LAKE RECREATION AREA ASSOCIATION

NOTES:

1. **Parking:** All sites must have room to park one (1) motor vehicle on the site.
2. **Compliance:** All structures on a site must come into compliance with current site control committee rules when any changes or alterations are made to the site.
3. **OutstandingDues:** No alteration permit will be issued to a site in arrears on dues, taxes and assessments.

Introduction:

1. The following rules were adopted by the Board of Directors for your safety and welfare as well as the preservation of this area as a campground. They identify some specific requirements of BLRAA and the city of Rochester, which must be followed.
2. The applicant is responsible for obtaining whatever permits are required by any local, state or federal agency as required by law.
3. Neither BLRAA, the Board of Directors, nor any of its agents accept any responsibility for any construction commenced without benefit of all applicable permits.

1. Campsites:

1. Association members are prohibited from constructing or maintaining on their sites items which compromise the architectural and aesthetic integrity of the campground.
2. During Quiet Hours, exterior lighting will be limited to "accent", "patio" or manufactured lighting which came with the RV.
3. Bright lights designed to light the entire area (such as spot or flood lights) must be shut off. Bright lighting during Quiet Hours constitutes a hazard and nuisance to other members in the campground who are trying to sleep.
4. All sites must have the E911 number visible from road and their deeded site number moved to a distance no closer than 4 feet from its' proximity. **[See Addendum #4]**

2. Common Grounds:

1. The reference "Common Grounds" include all grounds within the campground except for the sites which have been assigned to specific Association members for their exclusive use.
2. It is the responsibility of every Association member to keep the Common Grounds (i.e. Lodge, Pavilion, Beach, Bathrooms, Roadways, etc.) clean and neat.
3. The Lodge and Pavilion may be available for you to use for your functions. However, they must be reserved in advance with the Buildings and Grounds Director. Also, they must be clean when you are through and the trash barrels emptied. [General rule #16]

3. Green Areas:

1. Green Areas are those Common Grounds which have not been and are not intended to be developed and have not been assigned for the exclusive use of any Association member.
2. Green Areas are not available for use of any kind except as approved by the Board of Directors. See General Rules for further information.

BAXTER LAKE RECREATION AREA ASSOCIATION

4. Cutting Trees:

1. Before cutting any trees, a BLRAA Application for Site Alterations must be completed showing the location of the trees to be cut and the reason it is necessary to remove them. This application must be submitted to the Site Control Committee and approved by that committee before any trees are cut.
2. The Site Control Committee shall maintain trees on common areas, green areas and association-owned lots.

5. Application for Site Alteration

1. Failure to obtain a BLRAA permit where one is required will result removal of any changes, plus a \$50 fine. Failure to remove changes will be subject to additional fines.
2. Application for a permit shall be presented to a Site Control Committee member in person or by certified mail. A non-refundable \$10.00 application fee is required for the first permit of each season. **[See Addendum #1]** All approved applications shall be displayed for public view.
3. All approved applications for structures, modifications, improvements, etc will have a final inspection by the Site Control Committee within three [3] months of completion.
4. All permits are VOID after one [1] year from date of issue, and must be resubmitted to the Site Control Committee for renewal.

6. Site Modification/Structures:

1. No structures, improvement, equipment, paraphernalia or modification may be constructed upon a site nor shall any additions, alterations or changes be made until plans and specifications have been submitted with a BLRAA "Application for Site Alterations" to have the Site Control Committee appointed by the Board of Directors and the Site Control Committee has approved the Application in writing.
2. For any structures, the plans submitted must show the nature, kind, shape, height, materials and location of same within the site.
3. No improvements below grade.
4. In event the Site Control Committee fails to act on your Application within 60 days after said plan and specifications have been submitted for approval, permission of the site control Committee will not be required under Article VII of the Covenants.
5. Any decision of the site committee may be appealed to the Board of Directors within 60 days.

7. Recreational Vehicle Permitted on a site at BLRAA:

1. A site Control Committee permit is required to put an R.V. on a site.
2. One R.V., with an RVIA or RPTIA emblem attached on the exterior of the RV is permitted on a site. [400 square feet total] .
3. No Mobile Homes will be allowed in the BLRAA campground.
4. One RV per site. A tent trailer with wheels on is considered to be an RV.
5. A tent trailer with wheels permanently removed (12 months a year) is considered to be a tent.
6. All structures, including tents, shall be 3 feet from the lot line (3-3 rule).
7. Clearance between all structures, including tents, shall be 6 feet.
8. Any RV or structure violating rule seven (7) is subject to a \$25.00 fine, plus \$50.00 per day until the violation is corrected.

BAXTER LAKE RECREATION AREA ASSOCIATION

8. Additions/Add-A-Rooms:

1. All additions and Add-A-Rooms must have a Site Control Committee permit.
2. Additions shall not exceed the box length of the RV and not more than 10 feet in width.
3. On all additions with a roof over RV, the RV must be set so that the posts that support the backside of the roof will be 3 feet from the lot line.
4. Bay windows or any protruding windows on an add-A-Room are allowed as long as the 3-3-6 rule is met, unless the overall width does not exceed (10') ten feet, and the overall length does not exceed the length of the RV.
5. Exterior walls of RV are not to be removed.
6. Only pads on-grade are allowed, with nothing below the frost line.
7. A roof of any addition shall be no greater than two [2] feet high from top of plate of RV to top of ridge. A combined height of no more than 4 feet high from the top plate of the RV to the top of the ridge for RV and addition for a ten [10] feet span, with maximum of 8" eaves.
8. A roof over an RV only shall be no higher than 2 feet high from top plate of RV to top of ridge. A combined height of no more than 4 feet high from top plate of RV to top ridge for RV and addition for a 10 feet span. Roofs cannot have dormers except A-frames or skylights.
9. Landings on additions for entrance purposes shall not be larger than 4 feet in depth and not larger than the width of the door plus railings and steps.
10. All additions require a drawing showing the work to be done and materials to be used in construction.
11. One deck on an addition is permitted with up to two hundred [200] square feet maximum overall size, front or rear, or the addition side.
- 11.1 A roof over a deck is permitted but must remain totally open on all sides. No screening or partial walls ever permitted **[See Addendum #5]**
12. A patio at ground level is permissible. A patio may be the full area of the lot, level with grade.
- 12.1 A roof over a patio is permitted, off the addition only and no greater than two hundred [200] square feet. Must remain totally open on all sides, no screening or partial walls ever permitted. Only one [1] patio roof may exist on any site. **[See Addendum #6]**
13. Skirting on all RV's and additions shall be of a temporary nature.
14. All construction on a site shall be done with dimensional lumber or other approved manufactured material.
15. Wood and Pellet stoves are the responsibility of the site owner and should be inspected by the local Fire Department.

9. Renting Sites:

1. Failure to obtain a BLRAA Site Rental permit will result in an automatic \$100.00 fine and an additional \$50.00 fine per day until the requirement is met. **[See Addendum #2]**
2. Seasonal and weekend rentals/visitors require a Site Rental Agreement acquired by the site owner of record, stating the name and address of the renter/visitor and the type and size of the RV to be placed on the site. A \$10.00 fee must accompany the rental agreement. **[See Addendum #3]**
3. A second RV on a site is not permitted.
4. **See General Rules two (2) and seventeen (17) for more information on renting.**

10. Storage Sheds:

1. Wooden or vinyl storage sheds are allowed with a maximum of 80 sq. ft. (8' long x 10' wide x 10' high) in size. Height is measured from the bottom of the sill to the top of the ridge.

Ninety-Nine Four Rod Road Rochester, New Hampshire 03867

Revised September 2013

BAXTER LAKE RECREATION AREA ASSOCIATION

2. Only pitched roofs will be allowed on sheds. Maximum roof overhang allowed is six inches. Sheds may be sided with T1-11, clapboards, wood shingles or vinyl siding, ship-lap or similar material. Sheds constructed with wafer board must be covered with vinyl siding or other acceptable material.
3. No garage or shed type addition (for golf carts, etc.) will be allowed.
4. Metal sheds of any kind are prohibited.
5. An Application for Site Alteration must be submitted to the Site Control Committee and approved before a shed can be constructed on or moved onto a site.
6. Only one shed on a site is permitted.
7. Only pads on grade are allowed.
8. **All must comply with 3-3 rule and have 6 feet between structures.**

11. Screen Houses:

1. Maximum size for a screen house is 12 feet wide x 12 feet long x 10 feet high. Height is measured from the bottom of the sill to the top of the ridge.
2. Only pitched roofs will be allowed on a screen house. Maximum roof overhang is 6 inches.
3. No more than 36 inches solid side wall height, screen on all four sides, no solid entrance doors, screen door only, no permanent glass is permitted; screens may be covered with plywood or other acceptable material for the winter season. (Labor Day - Memorial Day).
4. An application for site alteration must be submitted to the Site Control Committee and approved before a screen house is constructed or moved onto a site. The application shall show the materials to be used in construction. Only on grade foundations are allowed.
5. **All must comply with 3-3 rule and have 6 feet between structures.**

12. Retaining Walls:

1. Retaining walls require an application for site alteration approved by the Site Control Committee and shall show the height, length, materials to be used in construction (R.R. Ties, Stone, Garden Pavers, etc.), how the wall is to be tied back (if applicable), drainage and back fill to be used.
2. Any wall over 4 feet high requires an engineers plan.
3. A Site Control Committee permit is required to put fill, stone, etc. on a site.

13. Portable Shelters:

1. You are permitted to erect a manufactured, portable shelter for the winter storage of golf carts, lawn furniture, etc, no earlier than Columbus Day and it must be removed no later than the following Memorial Day. To do so, you MUST obtain approval of the Site Committee on the Application for site alteration form PRIOR TO erecting the shelter.
2. The shelter must conform to the 3x3 setback rule.

14. Fireplaces:

1. Fireplaces shall be 3 feet from lot line and 10 feet from any structure.
2. Inside fire box shall be no larger than 2 feet x 2 feet.
3. **See General Rule number four (4) for more information**

15. Gravel and Stone:

1. A permit is required to put gravel or stone on a site.
2. The stone or gravel may not exceed the boundary of the lot nor infringe on any buffer zone.

16. Holding Area:

1. Items may be stored in the Holding Area for up to thirty (30) days by requesting a permit from

BAXTER LAKE RECREATION AREA ASSOCIATION

the Site Control Committee.

2. Items must be removed from the holding area after the 30-day period expires.
3. Site Control Committee has responsibility for policing the Holding Area

17. Snowplowing:

1. Only marker stakes with reflectors are permitted at the front of sites.
2. No rope fences or equivalent are permitted.

18. Forbidden:

1. Outside refrigerators,
2. Fences,
3. Washing machines,
4. Open fires in enclosed areas,
5. More than one RV on a site, more than one shed on a site,
6. Tree houses,
7. Unregistered, un-inspected motor vehicles.
8. Permanent supports or foundations below frost line.
9. Permanent dog pen, runs or cages
10. Hot tubs

19. Rule Clarifications:

1. 3-3 rule is clarified that any structure (trailer, shed, fireplace, deck, add-a-room, screen house etc.) shall be 3 feet from any boundary line on all sides of lot. This would mean that each lot would have a minimum clearance between combustible structures of 6 feet or more from one lot to another (min. 3 feet on one lot and min. 3 feet on next lot)
2. Additions will not exceed the box length of the trailer and width as defined in the declaration of covenants.
3. Tip Outs, Slide Outs, Bump Outs, Bay Windows, **must comply with the 3-3 ruling**, and of tip out, slide out, bump outs, bay windows must **be 3 feet foot boundary line when fully extended** and must meet all site rules in regards to other structures, fireplaces, sheds, etc.

20. Buffer Zones:

1. Buffer Zones are the area between our land and abutters. Lots are defined on BLRAA plot plan and each lot is defined with footage.
2. Outlying lots that abut other land owner's land cannot exceed their lot measurements beyond plan footage.
3. The Site Control Committee on reorganizing and non-conformance will not approve any site alteration permits until non-conformance of this boundary dispute has been corrected.
4. It is also noted that Baxter Lake Recreational Area Association will not be responsible for any actions addressed by this dispute and will be the sole responsibility of that lot owner if any legal actions are taken by the abutter.

REMINDER:

1. **All sites must have room to park 1 motor vehicle on site.**
2. **All structures on site must come into conformance with present site control committee rules when any changes, additions, or alterations are made on site.**

Ninety-Nine Four Rod Road Rochester, New Hampshire 03867

Revised September 2013

BAXTER LAKE RECREATION AREA ASSOCIATION

Addendum #1 Motion passed. 8 for, 0 against November 2011 BOD meeting

Addendum #2 Motion passed. 6 for, 1 against April 2013 BOD meeting

Addendum #3 Motion passed. 7 for, 0 against April 2013 BOD meeting

Addendum #4 Motion passed. 8 for, 0 against May 2013 BOD meeting

Addendum #5 Motion passed. 7 for, 1 against June 2013 BOD meeting

Addendum #6 Motion passed. 8 for, 0 against September 2013 BOD meeting

Baxter Lake Rec. Assoc.

