

BYLAWS FOR  
THE HOMEOWNERS ASSOCIATION OF THE MEWS AT BEDFORD

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE HOMEOWNERS ASSOCIATION FOR THE MEWS AT BEDFORD, which is hereafter referred to as the "Association." The principal office of the corporation shall be located in Bedford, New Hampshire.

ARTICLE II

DEFINITIONS

2.1 "Articles" shall mean the Articles of Agreement of The Homeowners Association for the MEWS at Bedford as they may be amended from time to time and as filed with the Office of the Secretary of the State of New Hampshire.

2.2 "Association" shall mean The Homeowners Association for the MEWS at Bedford, a voluntary corporation formed under the provisions of N.H. RSA Chapter 292, its successors and assigns.

2.3 "Association Property" means (i) the Fences, (ii) wires, pipes, poles and other conduits for electric, telephone, storm drainage, water, sewer, and cable television utilities not owned by the provider of said utility service, and (iii) any other real or personal property conveyed to or acquired by the Association and utilized for the benefit of and in connection with the Association Property and Owners. The recording of an instrument of conveyance to the Association in the Hillsborough County Registry of Deeds shall constitute acceptance by the Association of Association Property.

2.4 "Board of Directors or Board" shall mean the governing body of The Homeowners Association for the MEWS at Bedford duly elected pursuant to Bylaws adopted by the members of the Association.

2.5 "Bylaws" shall mean the Bylaws of The Homeowners Association for the MEWS at Bedford, as shall be adopted by the Members including any duly adopted Amendments thereof.

2.6 "Common Land" shall mean all real property other than the "Lots" but includes "Private Roads" and "Open Spaces" as shown on a "Consolidation & Subdivision Plan of Land of Mel A. Barkan prepared for Waterford Development Corp." by Meridian Land Services, Inc., approved by the Bedford Planning Board and recorded in the Hillsborough County Registry of Deeds as Plan No. 29452 as modified by a Lot Line Relocation Plan recorded in said Registry of Deeds as Plan No. 29705. Common Land shall be owned by the Association for the common use and enjoyment of the Owners and Residents of the Development.



2.7 “Declaration” shall mean the Corrective Declaration of the MEWS at Bedford made as of the 12th day of March, 1999 by Kensington Lane, LLC, a New Hampshire limited liability company, with a usual place of business at 7 Birkdale Road, Bedford, NH and any amendments.

2.8 “Design Review Committee” means the committee appointed by the Board whose responsibility it shall be (i) to review an Owner’s proposed exterior or addition to their Dwelling and (ii) to recommend to the Board without binding effect whether such proposed change or addition is in conformity with existing Association design standards and be approved or disapproved in the sole judgment of the Board.

2.9 “Development” shall mean all the real property described in the Declaration comprising The Homeowners Association for the MEWS at Bedford, a planned elderly residential community, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.10 “Fences” means the fences shown on the Plan together with other fences, which may be placed, on the property by the Association from time to time.

2.11 “Fire Lanes” means the land located on Lots and/or Common Land as shown on the Plan, which will serve as access for fire department vehicles, equipment, and personnel.

2.12 “Governing Documents” shall mean the Articles, Corrective Declaration, Bylaws, Rules and Regulations and the policies and resolutions adopted by the Board and distributed to the Members.

2.13 “Green Space” means that portion of Common Land not constituting Private Roads as shown on the Plan plus that portion of Lots on which no Dwelling or Yard is located.

2.14 “Improvements” shall include, without limitation, all buildings, structures, driveways, parking areas, retaining and other walls, landscaping, landscape structures, hedges, hardy bushes, trees, poles, fences or any structure of any kind placed by an Owner within the boundaries of the Lot by said Owner.

2.15 “Lot” shall mean each parcel of land bearing any numerical lot designation from “Lot 2 through Lot 109” inclusive as shown on the Plan upon which a Residence has been constructed with the exception of the Common Land.

2.16 “Member” shall mean each person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Development, except any such person or entity who holds an interest in a Lot merely as security for the performance of an obligation.



2.17 “Member in Good Standing” shall mean a Member of the Association who is current in the payment of all dues, assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents and who is in compliance with all of the provisions of the Governing Documents.

2.18 “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development, but shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

2.19 “Plan” shall mean the plan of land showing Common Land and Association Property entitled “Consolidation & Subdivision Plan of Mel A. Barkan prepared for Waterford Development Corp.” by Meridian Land Services, Inc., approved by the Bedford Planning Board and recorded in the Hillsborough County Registry of Deeds as Plan No. 29452 as modified by Lot Relocation Plan recorded in said Registry of Deeds as Plan No. 29705.

2.20 “Private Road” means the land shown as “common private drives” on the Plan.

2.21 “Residence” shall mean a residential structure located upon a Lot, which is intended for human residential use and occupancy.

2.22 “Resident” shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 2.18 above.

2.23 “Rules” shall mean the rules and regulations governing the use, occupancy, management, administration and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.

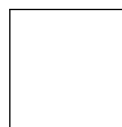
2.24 “Single Family Dwelling or Dwelling” means a building including a garage for the family automobiles designed and intended for use and occupancy as a residence by a single family.

2.25 “The MEWS at Bedford Community” or “Community” means the Association, Association Property and the Owners.

### ARTICLE III

#### MEMBERSHIP AND VOTING

3.1 Membership. Membership in the Association shall include, and shall be limited to, all Owners of record of any Lot located within the Community. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon becoming the Owner of a Lot, each Owner shall automatically become a Member of the Association and shall remain a Member until his or her Lot ownership ceases for any reason. Membership in the Association shall not be transferred, encumbered, pledged, alienated or hypothecated in any way, except upon transfer of title to or encumbrance of the Lot to which it is appurtenant and then only to the transferee or Mortgagee, as the case may be of such Lot. Any attempt to make a



prohibited transfer is void. Upon any transfer of title to a Lot including a transfer upon the death of an Owner, Membership in the association shall pass automatically to the transferee.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. A vote may be cast in person or by proxy. An executor, administrator, guardian, conservator or trustee acting on behalf of the Owner of a Lot may cast the vote for said Lot provided that such person shall first present evidence satisfactory to the Secretary of the Association that he holds and controls the vote of the Lot in such capacity. In the event more than one (1) person owns a given Lot, the vote for such Lot shall be exercised as the Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If the joint Owners of a Lot are unable to agree among themselves as to how their vote or votes are to be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of the other Owners of that Lot. The vote at any meeting of Members may be by voice vote, or by ballot; provided, however, that all elections of Directors must be by ballot.

3.3 Record Date. The Board of Directors may fix a time not more than forty-five (45) days or less than ten (10) days preceding the date of any Meeting of the Members as a record date for the determination of the Members entitled to notice of and right to vote at any such Meeting, and in such case, only those persons or entities identified as Members in the records of the Association on the date so fixed shall be entitled to notice of and right to vote at such Meeting. In the event no such record date is fixed by the Board of Directors, the record date for the determination of Members entitled to notice of and right to vote at any Meeting shall be the fifteenth (15th) day preceding the date of the Meeting as of 8:00 AM on such day.

## ARTICLE IV

### MEETINGS OF MEMBERS

4.1 Annual Meeting. The Annual Meeting of the Members shall be held once per year on a date and at a time and place to be designated by the Board of Directors. The Secretary shall mail to every member at the address as it appears on the membership roster of this Association, a notice advising the time and place of the Annual Meeting, a proxy for those not able to attend, a ballot for those running for office, a copy of the previous annual minutes, the agenda for this meeting, a note from the President, and any other documents required by law, at least twenty-one (21) days in advance of the Annual Meeting. The Secretary shall prepare an affidavit accompanied by a list of the addresses of all Owners currently on file with the Association and shall attest that notice of the Annual Meeting was provided to all Owners. At the Annual Meeting, Association members shall approve an Annual Operating Budget, establish Assessments and Dues necessary for the operation of the Association's business affairs for the Association's fiscal year, and transact such other business as may properly come before the meeting. The Association shall deliver any notice required to be given by the



Association under this chapter to any mailing or electronic address an Owner designates. If the Owner does not designate an address, the Association shall deliver notices by hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Lot.

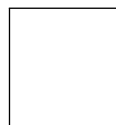
4.2 Special Meetings. Special Meetings of the Association may be called by the President, a majority of the Board of Directors, or pursuant to a written request of members entitled to cast at least thirty-six (36) vote of Association Members. When applicable, the Secretary shall send paper or electronic notice of the meeting to all members at their addresses as they appear on the membership roster at least ten (10) days before the scheduled date set for such Special Meeting. Such notice shall state the reasons that a meeting has been called and the business to be discussed at the meeting. At least three (3) Board Members and fifty percent of the Association needs to be present, or present through proxy, for a vote to be taken at a Special Meeting.

4.3 Notice of Meetings. Written notice of each Meeting of the Members shall be given by or at the direction of the Secretary or other person authorized to call a Meeting and shall be deemed to have been given by mailing a copy of such notice, postage prepaid, or by otherwise causing delivery of such notice to be made, at least seven (7) but not more than thirty (30) days before such Meeting, to each Member entitled to vote thereat addressed or otherwise delivered to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice; provided, however, that in the case of a Special Meeting called pursuant to a written request of Members as provided in section 4.2, Notice of such Special Meeting shall be mailed or otherwise delivered within twenty (20) days after receipt of such written request by the Board, and the date set for such Special Meeting shall be not sooner than thirty (30) days nor later than sixty (60) days after the date of the Board's receipt of such written request. Notice of any Meeting of Members shall specify the date, hour and place of the Meeting, and shall state the business which the Board intends to present for action by Members.

4.4 Place of Meetings. Annual and Special Meetings shall be held at a convenient place located as close as reasonably practicable to the Community.

4.5 Quorum. The presence at any Meeting, in person or by proxy, of Members entitled to cast a majority of the votes of all the Members shall constitute a quorum for the transaction of any business, except as otherwise hereinafter provided in the Bylaw. If, however, such quorum shall not be present or represented at any Meeting, the Members otherwise entitled to vote thereat shall have power to adjourn the Meeting from time to time to a date not more than thirty (30) days from the date of the adjourned Meeting, without notice other than announcement at the Meeting, until a quorum shall be present or represented. At the continuation of any meeting so adjourned, the presence in person or by proxy of Members entitled to cast at least forty (40) percent of the votes of all the Members shall constitute a quorum.

4.6 Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one



person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice to the person presiding over the meeting by the Owner who signed the proxy. Any proxy shall be void if it is not dated or if it purports to be revocable without the required notice. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the Annual Meeting or at a later meeting date should the Annual Meeting need to be continued per majority vote of the attendees in person or by proxy. The Board of Directors shall deliver to the Lot Owners, together with their notice of meeting and agenda, proxy forms bearing address and names of each Lot Owner entitled to vote. Any proxies which are on a form other than that provided by the Board of Directors or which do not correlate with address list and owner names maintained by the Board of Directors shall be disregarded for purposes of determining whether a quorum was present at the meeting and for purposes of casting any vote at that meeting. The Board of Directors may set a deadline not to exceed ten days in advance of any meeting for the submission of proxies, after which proxy submissions will be disallowed.

4.7 Vote of the Members. If a quorum is present in person or by proxy, the affirmative vote of the majority of the voting power so present and voting on any matter shall constitute the act of the Members, unless the approval of a greater number or proportion of Members is required by any provision of these bylaws or any applicable provision of New Hampshire law.

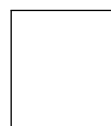
4.8 Adjournment. Whether or not a quorum is present, any Meeting of Members may adjourn from time to time to be reconvened on a later date by the vote of a majority of the Members present in person or by proxy at such Meeting, provided, however, that in the absence of a quorum, no business other than adjournment may be transacted.

4.9 Action Without a Meeting.

(a) Any action which may be taken at a Regular or Special Meeting other than the election of Directors or the approval of the Association's Annual Budget and the annual assessment of Members to defray the Community's expenses, may be taken without a Meeting of Members, if the Association distributes a paper or electronic ballot to every Member entitled to vote. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, indicate the number of responses needed to meet the quorum requirements and provide a reasonable time within which to return the ballot to the Association, which shall be a date not earlier than twenty

(20) days after distribution of the written ballot to the Members. A ballot is not revoked after delivery to the Association by death or disability.

(b) Approval by written ballot shall be valid only when the number of votes cast equals or exceeds the quorum required to be present at a Meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a Meeting at which the total number of votes cast was the same as the number of votes cast by ballot.



(c) The ballot solicitation shall identify both the number of responses needed to meet the quorum requirement and the percentage and/or number of approvals necessary to pass the measure submitted and shall specify the time by which the ballot must be received by the Association in order to be counted.

## ARTICLE V

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

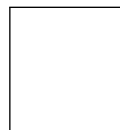
5.1 Number. The corporate powers, business, affairs and property of the Association shall be managed by and be under the direction and control of a Board of Directors consisting of not less than five (5) nor more than seven (7) Members who shall be Members in good standing of the Association. At any regular and special meeting, the Members may determine that more or less Directors as the case may be shall be necessary to conduct the affairs of the Association.

5.2 Elections and Term of Office. At the Annual Meeting of the Association, which adopts these amended Bylaws, the Members shall elect three (3) directors for a term of two (2) years and two (2) directors for a term of one (1) year. The three (3) Directors receiving the highest number of votes cast shall be deemed to have been elected to serve a two (2) year term of office with as the case may be the fourth, fifth, sixth and seventh Directors elected to serve a one (1) year term. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years to replace those Directors whose terms are then expiring. Only persons who are Members in good standing of the Association shall be eligible to be elected to the Board. Each Director shall serve until the expiration of his or her term and thereafter until a successor is elected, or until the earlier death, resignation, or removal of such Director.

5.3 Removal. Any Director may be removed from the Board, with or without cause, by the affirmative vote of a majority of a quorum of the Members conducted at a duly held meeting or by written ballot. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his or her term of office.

5.4 Compensation. No Director shall receive compensation for any service he or she may render to the Association as a Director. However, any Director may be reimbursed for his other expense actually incurred in the performance of his or duties.

5.5 Vacancies. A vacancy shall exist on the Board of Directors in the event of the death, resignation, or removal of any Director, or if the authorized number of Directors is increased, or if the Members fail to elect the full authorized number of Directors. A reduction in the authorized number of Directors shall not cause removal of a Director prior to the expiration of his or her term. The Board of Directors shall have the right to declare the office of a Director vacant if the Director is found by a court of competent jurisdiction to be of unsound mind or is convicted of a felony; if within sixty (60) days following notice of election, he or she fails to accept such office, either in writing or by attending a Meeting as a Director; or if he or she is absent from three (3) consecutive Board meetings without acceptable cause as determined by a majority of the other Board Members.





5.6 Filling Vacancies. Any vacancy occurring on the Board of Directors may be filled by a vote of the majority of the remaining Directors, though they are less than a quorum of the Board, or by a sole remaining Director. A Director so chosen shall serve the remainder of the term of office of the Director whom he or she replaces. The Members may elect a Director at anytime to any vacancy not filled by the Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or, if the Board fails to act, the Members may elect a successor to take office when the resignation becomes effective.

## ARTICLE VI

### ELECTION OF DIRECTORS

6.1 Process of Election. Between February 1st and March 31st of each year beginning with the year of 2004, any Member interested in serving on the Board shall signify in writing his/her intent to be a candidate for the office of Director by filing with the Board their statement of intention together with a brief statement setting forth their reasons and/or qualifications for elections to the Board of Directors. A ballot listing the names of those members in good standing interested in serving on the Board of Directors shall be sent to the membership at the time that the Notice of Annual Meeting, Proposed Budget and Agenda for the Annual Meeting is mailed or otherwise distributed to the community. A provision shall be included in the ballot for writing in the name(s) of any additional candidates not listed on the ballot. Ballots will be collected three (3) days prior to the Annual Meeting and the results will be confirmed at the Annual Meeting.

6.2 Election. At each election of Directors, the Members or their proxies may cast one (1) vote for each Lot owned by him/her in respect to each position of the Board to be filled. The nominees receiving the largest number of votes shall be elected.

## ARTICLE VII

### MEETING OF DIRECTORS

7.1 Organizational Meeting. Within thirty (30) days after each Annual Meeting of Members, the Board of Directors shall hold a meeting for the purposes of organization, election of officers and transaction of other business as may be appropriate.

7.2 Regular Meetings. Regular Meetings of the Board of Directors shall be held at a location and at such intervals as deemed reasonable and necessary by the Board but not less frequently than every three (3) months. At its discretion, the Board of Directors may participate in a meeting not open to Owners provided the meeting is recorded and the recording made available to Owners for thirty (30) days upon request. Unless the meeting is included in a schedule given to Owners or the meeting is scheduled to address an emergency, the Secretary shall give notice of each meeting of the Board of Directors to each Board Member and to the





Owners. Such notice will be given at least ten (10) days before the meeting and shall state the time, date, place, and agenda of the meeting.

7.3 Special Meetings. Any two (2) Directors shall hold special Meetings of the Board of Directors when called by the President of the Association Members.

7.4 Notice. Written notice of the time and place of each Meeting of the Board of Directors, setting forth any special business to be considered, shall be posted on the Association web page and at a prominent place or places within the Common Area or shall be disseminated to all Members in a manner reasonably designed to provide prior actual notice of such Meeting. Except as otherwise provided in these Bylaws, notice of each Directors' Meeting shall be communicated to members of the Board of Directors not less than four (4) days prior to a Regular Meeting, and seventy-two (72) hours prior to a Special Meeting; provided that shorter notice may be given in the case of a *bona fide* emergency; and provided further that notice of a Meeting need not be given to any Director who has signed a waiver, of notice or a written consent to holding the Meeting.

7.5 Open Meeting. Regular and Special Meetings of the Board of Directors shall be open to all Members of the Association; provided, however, that Association Members who are not Directors may not participate in any deliberation, discussion or vote, unless expressly so authorized by the vote of a majority of a quorum of the Board of Directors. The Board of Directors may, with the approval of a majority of a quorum of the Directors, adjourns Meeting and reconvene in executive session to confer with legal counsel or to discuss and vote personnel matters, litigation in which the Association is or may become involved, and matters that relate to the formation of contracts with third parties. The nature of any business to be considered in executive session shall first be announced in open session. In any matter relating to the discipline of an Association Member, the Board shall meet in executive session, if requested to do so by that Member, and that Member shall be entitled to attend the executive session. Any matter discussed in an executive session shall be generally noted in the minutes of the Board of Directors.

7.6 Action Taken Without a Meeting. The Directors shall have the right to take any action without a Meeting, which they could take at a Meeting, by obtaining the written approval of all the Directors of such action. Any action so approved shall have the same effect as though taken at a duly called and noticed Meeting of the Directors. Any action taken pursuant to the approval of a majority of the Directors shall be as valid as though taken at a Meeting duly held after regular call and notice if, either before or after the action, each Director signs a written waiver of notice, approval of minutes of a Meeting, or consent to the action so taken. All such consents shall be filed with the official records and minutes of the proceedings of the Board.

7.7 Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the



Directors present at a duly held Meeting at which a quorum is present shall be regarded as the act of the Board.

7.8 Minutes of Meetings of Directors. Within thirty (30) days after the date of a meeting of the Board, the Board shall make available to a Member upon written request either the Minutes of that meeting as adopted by the Board, the minutes proposed for adoption which shall be marked to indicate draft status or a summary of the Minutes provided, however, that Minutes of an executive session involving discipline of an Association Member, shall only be provided to the affected Member. Copies of the minutes, proposed minutes, or summary of minutes shall be provided to any Member of the Association upon request and upon reimbursement of the Association's costs in providing such copies. Members of the Association shall be notified annually in writing either at the time that the *pro forma* budget required under New Hampshire law is distributed or at the time of any general mailing to the entire membership of the Association of their right to obtain copies of the minutes of meetings of the Board and how and where those minutes may be obtained.

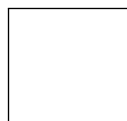
## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. In addition to such other powers as may be expressly set forth in the Governing Documents or provided by law, the Board of Directors shall have the power to:

(a) Adopt, publish, amend, repeal and enforce rules and regulations overhang the administration, management, operation, use and occupancy of the Community, including the use of the Common Area and facilities, the personal conduct of the members and their tenants and guests within the Community, and any other matter which is within the jurisdiction of the Association;

(b) Determine, after notice and an opportunity for a hearing by the Board, that a Member is not a Member in good standing during any period in which the Member is in default in the payment of any assessment, fine or other charge levied by the Board or is in violation of any provision of the Governing Documents; provided, however, that a Member shall not be denied any privileges of membership on the basis of such Member's lack of good standing except upon an explicit finding by the Board of Directors, after prior notice and an opportunity for a hearing by the Board, that a Member is not a Member in good standing for specified reasons; and provided, further, that a Member found by he Board to be not in good standing shall continue to be deemed a Member not in good standing until the Board shall make a determination, either upon the Board's own initiative or upon the request of the Member, that such Member is, once again, a Member in good standing of the Association;



(c) Establish and impose monetary penalties (fines) for the infraction of any provision of the Governing Documents, not to exceed a maximum of \$100.00 for each violation; suspend the voting or other membership rights and privileges of a Member during any period in which such Member shall be in default in the payment of any assessment, fine or other charge levied by the Association, and/or for any infraction of the Governing Documents; provided, however, that such monetary penalty or suspension shall be effective only after written notice to the affected Member, mailed or personally delivered to the Member at least ten (10) days prior to the effective date of such penalty or suspension, which notice shall state the reasons for the penalty or suspension and shall provide the opportunity for a hearing by the Board of Directors, orally or in writing in the Board's discretion, at least five (5) days before the effective date thereof. In the case of a continuing violation where a Member fails to cease or remedy violation after notice from the Board to do so, the Board may deem such continuing violation to constitute two or more separate and discreet violations of the same Governing Document provision and may impose separate and successive sanctions for each such violation.

(d) Hire after authorization from the membership the services of a manager or management company as an independent contractor and prescribe his/her/their duties; hire such other independent contractors as the Board may deem necessary and prescribe their duties;

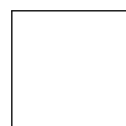
(e) Consult with, seek the advice of, and reasonably rely on the advice of attorneys, accountants, and other professionals in carrying out its authority and responsibility under the Governing Documents and the law, and to pay for such professional services;

(f) Enter a Lot, when necessary, in connection with maintenance, repair, or replacement for which the Association is responsible or which it is authorized to perform, provided that the Board shall provide the Lot Owner with reasonable prior notice, except that in the case of a bona fide emergency, notice shall be given as the exigencies of the situation permit;

(g) Pay all real property taxes and assessments levied upon any property within the Development to the extent not separately assessed to the Owners. Such taxes and assessments may be contested or compromised by the Association, provided any such taxes are paid or that a bond insuring the payment is posted, prior to the sale or other disposition of any property to satisfy the payment of such taxes,

(h) Acquire, own, hold, convey, transfer, dedicate or otherwise dispose of real or personal property consistent with the purposes and powers of the Association and the management, administration and operation of the Development or the business and affairs of the Association and grant and convey easements, licenses, and rights of way in, over, upon, or under the Common Area, all subject to any applicable provisions set forth in the Corrective Declaration;

(i) Indemnify and hold harmless, to the maximum extent permitted by New Hampshire law, each person who is or at any time was a director, officer, employee or agent of the Association or member of any committee appointed by the Board from and against any and all claims,



liabilities, expenses, judgements, fines, settlements, and other amounts, as those terms are defined by New Hampshire law, actually and reasonably incurred by any such person, and to which any such person shall become subject by reason of his or her being a director, officer, employee or agent of the Association or any member of any committee appointed by the Board;

(j) Open bank accounts, designate signatories upon such bank accounts, and borrow money on behalf of the Association, subject to any restrictions set forth in the Governing Documents; and

(k) Exercise for the Association all powers duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Governing Documents, and undertake any action on behalf of the Association as the Board shall deem necessary or proper in furtherance of the purposes and powers of the Association and/or the interests of the Association and its Members.

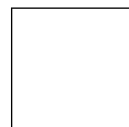
## 8.2 Duties.

It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and the corporate affairs, including an accurate and current record of the Members setting both their names and addresses, adequate and correct books and records of account, and minutes of the proceedings of the Members, the Board and committees of the Board, and to present a statement thereof to the Members at the Annual Meeting of the Members;

(B) Prepare and distribute to the Members annually, not less than forty-five (45) days or more than sixty (60) days prior to the beginning of each fiscal year, a *pro forma* operating budget which shall include all of the following:

- (1) An estimate of the Association's revenue and expenses for such fiscal year on an accrual basis;
- (2) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to law, which summary shall be printed in bold type and shall include all of the following:
- (3) A statement as to whether the Board of Directors has determined or anticipates that the levy of one or more special assessments all be required to restore, repair or replace any of the major components or to provide adequate reserves therefore; and,
- (4) A general statement setting forth the procedures used for the calculation



and establishment of reserves to defray the future cost of repair, replacement or additions to those major components that the Association is obligated to maintain, restore, repair or replace.

(C) At least once every three (3) years, cause a study of the reserve account requirements of the Association to be conducted if the current replacement value of the major components which the Association is obligated to maintain, restore, repair or replace is equal to or greater than one-half of the gross budget of the Association for any fiscal year; and review such study annually and consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

(D) Not expend funds designated as reserve funds for any purpose other than the maintenance, restoration, repair or replacement of, or litigation involving the maintenance, restoration repair or replacement of, major components which the Association is obligated to maintain, restore, repair, or replace, and for which the reserve fund was established; provided, however that the Board may, upon taking a written finding, recorded in the Board's minutes, explaining the reasons for a transfer and describing when and how the money will be repaid to the reserve fund, authorize a temporary transfer of money from a reserve fund to the Association's general operating fund to meet short term cash flow requirements or other expenses; and provided further, that any such transferred funds shall be restored to the reserve fund expressly provided by law. In the event, a decision is made by the Board to temporarily transfer reserve funds to pay for litigation, the Board shall notify the members of the Association of that decision and of the availability of an accounting of those expenses, as expressly provided by law;

(E) Review the Association's operating and reserve accounts.

As used in this subsection, the term "reserve accounts" shall mean monies that the Board has identified in its annual budget for use to delay the future costs of repair or replacement to, or additions to, those major components which the Association is obligated to maintain restore, repair or replace;

(F) For each fiscal year in which the gross income to the Association exceeds One Hundred Thousand Dollars (\$100,000), distribute to all Members of the Association within one hundred twenty (120) days after the close of such fiscal year a review of the financial statements of the Association prepared in accordance with general accepted accounting principles by a licensee of the New Hampshire State Board of Accountancy;

(G) Distribute to the Members annually a copy of the procedures applicable to imposition of a fine or other monetary penalty, suspension of a Member's rights and privileges, or other sanction,

(H) Supervise all officers, agents and employees of the Association and see that their duties are properly performed,



- (I) As more fully provided in the Declaration , to:
- (1) Send written notice to each Owner in advance of each fiscal year on the regular assessment levied against his or her Lot for that fiscal year; and,
  - (2) Collect assessment levied by the Association by foreclosing the lien against any property for which assessments are not paid as required in the Declaration and/or by bringing an action at law against the Owner personally obligated to pay the same;
- (J) Issue, or cause an appropriate officer to issue, upon request of an Owner, prospective purchaser or mortgagee, a certificate setting forth whether or not any assessment against a Lot has been paid, and, if not, the amount owed. The Board for the issuance of such certificates may make a reasonable charge. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,
- (K) Procure and maintain adequate casualty, liability and other insurance on property owned by the Association, as follows:
- (1) Fire and Casualty Insurance. The Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, for the insurable value of all the Improvements with the Development located upon and within Lots and the Common Area. The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be re-determined on an annual basis.
  - (2) Public Liability and Property Damage Insurance. To the extent such insurance is reasonably obtainable, the Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each member of the Association Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability intent to the ownership and use of the Common Area and any other Association-owned or maintained real or personal property and including, if obtainable, a cross-liability of severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than one million dollars (\$1,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.



- (3) Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable the Association may also purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including without limiting the generality of this Section 8.2(k), demolition insurance, earthquake insurance, flood insurance, and workers' compensation insurance. The Board shall purchase and maintain fidelity bonds or insurance in an amount not less than 100 percent of each year's estimated annual operating expenses and reserves and shall contain an endorsement of any person who may serve without compensation. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance, including directors' and officers' liability insurance, that it deems necessary or desirable.
- (4) Owner's Liability Insurance. Homeowners are required by the Association to purchase an "all risk" property insurance in an amount equal to the full replacement value of the home and which includes a minimum of \$300,000 liability insurance. The Board **strongly recommends** that the homeowners purchase an additional \$1,000,000 umbrella policy to further protect Homeowners and the Association. Each homeowner will submit an affidavit of insurance to the Board whenever requested.
- (5) Officer and Director Insurance. Upon and in the event of the determination by the Board to purchase such insurance, the Association shall purchase and maintain insurance in an amount to be determined by the Board on behalf of any director, officer, or member of a committee of the Association (collectively the "agents") against any liability asserted against or incurred by the agent in such a capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under applicable law.
- (6) Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.
- (L) Enforce the provisions of the Governing Documents, as more particularly set forth in the Declaration, and perform all acts required of the Board under the Governing Documents or required by law.





## ARTICLE IX

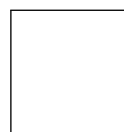
### ASSESSMENTS

Section 1. Amount of Annual Assessments. Each Lot shall be liable for an equal share of the common expenses of the Association. The assessments so levied by the Association shall be used exclusively (i) for the management maintenance and care of the Common Land, Association Property, Private Roads, Fire Lanes, Green Space, detention area and Utilities, (ii) for the payment of any real estate taxes, water, sewer or other assessments leveed against Association Property, (iii) for any services provided by the Association, (iv) for insurance obtained by the Association, and (v) for any other costs reasonable incurred by the Association in fulfillment of its obligations hereunder.

Section 2 Special Assessments. In addition to the annual assessments authorized hereinbefore, the Association may levy a special assessment, for the purpose of defraying, in whole or in part, (i) an operating loss for the cost of any construction or unexpected repair or replacement to the portions of the Property for which the Association is responsible to provide maintenance for (ii) for special capital improvements for the benefit of the Community, provided that any such special capital improvement shall be authorized by the votes of Owners of seventy-two (72) Lots.

Section 3. Mechanics. The Board of Directors shall formulate annual budgets for the common expenses and shall annually or at other appropriate times set periodic assessments, either monthly, quarterly or annually, to provide for their collection. The Board shall provide appropriate periodic reports or summaries of its financial transactions and status of collections.

Section 4 Defaults in the Payment of Assessments. Each assessment of common expenses shall be a separate, distinct and personal debt of the owners (or in the case of multiple owners of a Lot, each owner jointly and severally) of a Lot against which the same is assessed. Any assessment which is not paid within thirty (30) days after its due date shall bear interest from said due date at the rate twelve percent (12%) per annum, and the Association shall be empowered, as attorney in fact for all the Owners, to bring an action against the Owner personally obliged to pay the same, and there shall be added to the amount such assessment the costs of processing such action, including reasonable attorneys' fees. Any assessment which is not paid when due, together with such interest therein and out of collection thereof shall become a continuing lien on the Lot and undivided interest in the Common Land of the delinquent Owner, which lien shall bind such Lot and undivided interest in Common Land in the hands of said Owner, his heirs, devisees, representatives and assigns. Notwithstanding the foreign provisions to the contrary, no subsequent Owner of such Lot and undivided interest in Common Land shall be personally liable for said delinquent assessment. The owner of each Lot by accepting a deed to his or her Lot hereby expressly consents to these provisions and the rights of the Board as set forth herein and expressly consents to the imposition o the lien and an *ex-parte* attachment (without notice or service of process) against his or her Lot at any time to enforce said obligations. The Board may also levy special



assessments against all of the Lots under its authority for the purpose of meeting attorney's fees and costs in connection with such legal action.

Section 5     Notice. The address of each Lot owner as it appears on the records of the Association and as may be changed from time to time by written notice to the Association by any Lot owner shall constitute the official address of said lot owner and said address may be conclusively relied upon by the Board in notifying owners of assessments defaults, and other matters and for the service of process. Service of process may be carried out by means of certified mail, return receipt requested addressed to the particular lot owner at his or her said address.

Section 6.     Statements. The Board will, when requested, issue written statements to purchasers or mortgages of Lot stating whether or not the assessments against said Lot have been paid to the date of the statement and if not, the amount together with any additional information that may be reasonably requested concerning the account of said Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to being paid.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

10.1     Enumeration of Offices. The officers of this Association shall be a President, Vice-President and Treasurer who shall at all times be members of the Board of Directors, a Secretary, and such other officers as the Board of Directors may, from time to time, by resolution appoint.

10.2     Election of Officers. The election of officers shall take place at the first Meeting of the Board of Directors, following each Annual Meeting of the Members.

10.3     Term. The officers of this Association shall be elected annually by the Board, and shall hold office for one (1) year, unless he or she shall sooner resign, be removed by the Board, or otherwise be disqualified to serve.

10.4     Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10.5     Resignation and Removal. The Board may remove any officer from office, with or without cause. Any officer may resign by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such note or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



10.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces, subject to the Board's right to remove an officer.

10.7 Multiple Offices. Board members may hold no more than two offices at any time, provided that no Board member may hold the offices of secretary and treasurer simultaneously.

10.8 Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the Chief Executive Officer of the Association and shall, subject to control of the Board of Directors, have general supervision, direction, and control of the affairs and other officers and the employees and agents of the Association. The President shall preside at all Meetings of the Members and at all Meetings of the Board of Directors, shall have the general powers and duties of management usually vested in the office of the President of an Association, and shall have such other powers and duties as, from time to time, may be prescribed by the Board of Directors.

(b) Vice President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all of the powers of, and be subject to all of the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as, from time to time, may be prescribed by the Board of Directors.

(c) Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may prescribe, a book of minutes of all Meetings of Directors, Members, and Committees of the Board setting forth the time and place of holding of such meetings; whether Regular or Special, and if Special, how authorized; the notice thereof given; the names of those present at Directors or Committee Meetings; the number of memberships and votes present or represented at Members Meetings; and all the proceedings thereof. The Secretary shall give, or cause to be given, notice of all Meetings of the Members and of the Board of Directors required by the Bylaws or by law to be given and shall maintain a proper record of the giving thereof, and shall maintain a proper record of the giving thereof, and shall keep the books, records, and documents of the Association and the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(d) Treasurer. The Treasurer shall be responsible for the receipt and deposit in appropriate accounts of all monies of the Association and shall cause disbursement of such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual review of the Association's books and financial statements to be made by a public accountant at the completion of any fiscal year for which such review is required by law or as determined by the Board; shall assist the Board in preparation of an annual budget and a statement of income and expenditures to be presented to the Members of the Association as provided by law; and



shall have such the powers and perform such other duties as may be prescribed by the Board of Directors.

## ARTICLE XI

### COMMITTEES

11.1 Committees. The Board may appoint a Design Review Committee and define its duties. In addition, the Board of Directors may appoint such other committees, as it deems appropriate in carrying out the powers and purposes of the Association.

## ARTICLE XII

### BOOKS, RECORDS AND FUNDS

12.1 Record Keeping. The books, records and papers of the Association shall, upon written request and during reasonable hours, be subject to inspection by any Member for any purpose, specified in writing, which is reasonable related to such Member's interest as a Member of the Association. The Governing Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Board may adopt and publish reasonable rules and regulations establishing procedures relating to a Member's inspection and obtaining copies of Association records.

12.2 Contracts. The Board of Directors may, by resolution, authorize any officer or officers to enter into any contract in the name of, or on behalf of, the Association. Unless expressly authorized by resolution of the Board, no officer shall have any power or authority to bind the Association by an contract or agreement, or to pledge the credit of the Association, or to render the Association liable for any purpose or on any account.

12.3 Checks, Drafts and Evidence of Indebtedness. All checks, drafts, or other orders for payment of money, or notes or other evidences of indebtedness issued in the name of, or payable to the Association, shall be signed or endorsed by one or more officers of the Association, and in the manner as specified by the Board of Directors; provided, however, that the signatures of the Treasurer and one (1) other Director shall be required with respect to an individual disbursement which exceeds ten thousand dollars (\$10,000); additionally, the Treasurer shall be required to obtain the countersignature of another member of the Board of Directors for the withdrawal of any funds regardless of amount from the Association's reserve accounts(s). Accordingly, any bank account(s) established by the Treasurer's authority to require countersignature in the above described circumstances.

12.4 Funds and Deposits. Any funds of the Association shall be deposited, from time to time, to the credit of the Association in such banks or other depositories as the Board of Directors shall determine.



12.5 Fiscal Year. The fiscal year of the Association shall be as determined by resolution of the Board of Directors.

## ARTICLE XIII

### CORPORATE SEAL

13.1 Corporate Seal. The Association may, but shall not be required to, have a seal in circular form, having within its circumference the words “THE HOMEOWNERS ASSOCIATION FOR THE MEWS AT BEDFORD.” Such seal, if adopted, shall be affixed to all Association documents, provided, however, that failure to affix the seal to any document shall not affect the validity thereof.

## ARTICLE XIV

### AMENDMENTS

14.1 Amendments. These Bylaws may be amended by paper or electronic vote of at least seventy-two (72) Owners. In each instance, notice of the proposed amendment shall be set forth in a notice of such vote and no amendment shall create an inconsistency with the Articles of Agreement, the Corrective Declaration or these Bylaws.

## ARTICLE XV

### MISCELLANEOUS

15.1 Conflict. In the case of conflict between the Articles of Agreement and these Bylaws, the Articles shall control; and in the case of any conflict between the Corrective Declaration and the Bylaws, the Corrective Declaration shall control.

## ARTICLE XVI

### PARLIAMENTARY AUTHORITY

16.1 Parliamentary Authority. The rules contained in the current edition of Robert’s Rules of Order New Revised shall cover the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.



**RULES AND REGULATIONS**  
**FOR THE HOMEOWNERS ASSOCIATION FOR THE MEWS AT BEDFORD**  
**JUNE 1, 2019**

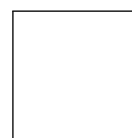
All residents and their guests are expected to abide by these rules, which are meant to supplement the provisions of the revised and amended Corrective Declaration of the MEWS at Bedford of 2019 and the revised and amended By-Laws of 2019.

1. ADDITIONS TO EXTERIOR OF BUILDINGS AND TO LOTS: Changes affecting the exterior of any building or to the lot on which it stands shall be made only with the written consent of the Board of Directors of the Association. This includes but is not limited to the following:
  - Awnings
  - Signs
  - Sunshades
  - Window air conditioning equipment
  - Satellite dish or antenna
  - Screens and enclosures
  - Pergolas
  - Decks
  - Porches/sun rooms
  - Window boxes
  - Solar panels
  - Hot tubs
  - Sheds/outbuildings

Requests for any change to the exterior of the building and/or the Lot must be made in writing to the Board of Directors at least 30 days in advance of the desired change. The Board will consider each request as quickly as possible and respond in writing to the homeowner.

Each homeowner has the responsibility to maintain, repair and, when necessary, replace the home's roof and driveway. Replacement roofs must match all other roofs in the MEWS in color and design. Aggregate concrete driveways may be replaced with pebbled concrete or another material approved by the Board. Homeowners must request Board approval in writing 60 days prior to roof and/or driveway repair or replacement. Board response will be within sixty days of homeowner request.

2. SIGNS/PROTRUSIONS: With the exception of displaying the American flag, no sign (including political or For Sale signs), plaque or communication of any description whatsoever shall be placed on the EXTERIOR of any home, lot, or in any common area, limited common area, or green space by or on behalf of any homeowner. Said



prohibition shall extend to an Owner, member of the household or his/her agents, contractors, or employees.

Special limited duration allowance for Real Estate Open Houses conducted under the following guidelines will be permitted: Owners must notify the Board at least 48 (forty-eight) hours prior to scheduled Open House of the date, times, and real estate company conducting the Open House. Between the hours of 10:00 AM and 5:00 PM, directional signs will be allowed to guide prospective buyers to the appropriate home in the development. These signs shall use the words OPEN HOUSE and the NAME OF THE REALTOR only. No other sign will be permitted. Signs should be at the end of Kensington Lane and Meetinghouse Road and at the end of the street and in front of the home that is for sale. Owners remain ultimately responsible for the conduct of their Realtor. If proper notice is not given, display hours aren't adhered to, or signs do not meet the standards described above, the Board reserves the right to revoke the Open House on a case by case basis. In the event of multiple Open Houses by different realtor companies on the same day, the advance notice provision allows the Board to consider whether it might be necessary to limit the total number of allowable signs. Owners need to agree to this limitation should the need arise.

In addition to the above provisions which pertain to the exterior of the home, no sign, including but not limited to notices, advertisement, banners, posters, or the like shall be inscribed or exposed on or in any window or other part of a home nor shall anything be projected out of any window of a home without prior and written approval of the Board.

3. GRILLS AND FIRE PITS: The use of charcoal grills, hibachis, and Tiki torches are expressly forbidden in the MEWS because of the proximity of MEWS homes to one another. Regarding fire pits and chiminea, the Bedford Fire Department requires the following: "The burning of wood such as in a fire pit or chiminea requires a permit from the fire department and must be a minimum of 25 feet away from all combustible structures (houses, deck, fences, shed). If a fire pit is approximately 4 feet in diameter or larger, it must be at least 50 feet away from combustible structures." The prohibition does not apply to gas fired grills or fire pits run by gas.

4. CLOTHES LINES ETC.: No clothes lines, linens or similar materials shall be hung or otherwise left or placed in or on common land or green space. No such articles shall be placed in a dwelling (yard) where it is exposed to the public view.

5. MAINTENANCE OF COMMON PROPERTY: No improvements, maintenance and landscaping of the common property shall be done other than by the Association as represented by the Board of Directors OR if written permission of the Board of Directors has been requested in writing and obtained.

6. IMPROPER USE OF PROPERTY: There should be no use of common property which injures or scars the common property or the plantings thereon, increases the





maintenance thereof, or causes unreasonable embarrassment, disturbance, or annoyance to the owners in their enjoyment of the MEWS.

7. HOUSEHOLD PETS: Household pets will be allowed with the condition that only two dogs may reside at any given home and only so long as they do not become a nuisance to others. If pets create noise, are allowed to be outdoors (including a homeowner's yard) without a leash, or in any way create a disturbance or unpleasantness to other Homeowners, the Board will warn the pet's owner in writing of the problem and with subsequent complaints may pursue further action such as a fine or removal of the pet from the home. Per the advice of the Bedford Animal Control Officer, the MEWS Board strongly recommends that residents eliminate the use of retractable leashes.

The Board **strongly recommends** that cats be kept as indoor pets.

8. GUESTS: Owners will be responsible for the actions of their guests. If occupancy by guests creates a nuisance to other owners, the Board shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any owner who is the host of such guests.

9. COMPLAINTS: Any complaint made by one or more homeowners that alleges a violation of these Rules and Regulations, the amended 2019 Corrective Declaration or the amended 2019 Bylaws shall be addressed in writing to the Board and shall state with sufficient detail the nature of the alleged violation(s).

The Board, in its own right, after an investigation into a potential Rule violation, may initiate a complaint against one or more homeowners. After receipt of such complaint from a homeowner or homeowners or on the basis of the Board's own investigation and findings, the Board shall notify and discuss on an informal basis the alleged violation(s) with the homeowner or homeowners in question in an effort to reach a mutually acceptable solution. If the matter cannot be resolved informally and the Board continues to believe that a violation of these Rules and Regulations persists, the Board shall formally notify the offending homeowner or homeowners in writing.

Such notice shall set forth the nature of the violation, the date(s) of the violation(s) and the Board's prior efforts to resolve the matter. The Board's notice shall provide the offending homeowner(s) forty-eight (48) hours to remedy the matter after which time, and without further action by the Board being required, the Board shall thereupon commence unabated in accordance with the following schedule of fines: (1) Day 1 through 5—\$25 per day; (2) Day 6 through 10—\$ 50 per day; (3) Day 11 until the violation is abated the rate of \$100 per day. FINES shall be enforced against the offending homeowners as common expense and special assessment. Each assessment shall be a separate, distinct and personal debt of the owner (or in case of multiple owners of a lot each owner jointly and severally). At the discretion of the Board all such unpaid assessments may be enforced and collected. In addition, the board will, when requested, issue written statements to purchasers or mortgagees of



Lots stating whether or not the assessments against said Lot have been paid to date of the assessment and, if not, the amount owed together with any additions information that may be reasonably requested concerning the account of said Lot owner.

10. HOLIDAY LIGHTS: The lights for the holiday season will be WHITE lights and the dates chosen by the Board of Directors to illuminate the lights are from Thanksgiving Day until January 7.

11. PARKING: Parking in the MEWS is challenging. Residents and their guests must park in a homeowner's driveway before parking in adjacent locations. When parking in an adjacent location, do not block mailboxes and do not park on common area grass where irrigation spigots are located. Residents and guests may park along Kensington Lane pulling up onto the sidewalk for safety purposes. Parking is especially problematic on Chipping Norton Lane, Old Coventry Lane, and Privet Hedge Lane near the lower islands. Do not park on the road adjacent to these islands as this poses a threat to the ability of emergency vehicles to access certain homes.

Unregistered vehicles shall never be parked in a driveway or on a MEWS roadway.

Recreational vehicles owned by a homeowner or by a homeowner's guest shall not be parked in a driveway for more than two (2) days and shall never be parked along a MEWS roadway.

12. SPEEDING: The speed limit in the MEWS is 20 miles per hour.

13. YARD SALES: Yard and estate sales are not allowed in the MEWS.

14. OVERGROWN LANDSCAPING ON PRIVATE PROPERTY: If landscaping on the private property of a resident causes damage to another resident's private property or Association property, the cost of repair is the responsibility of the Resident owning the offending landscaping/growth. The Board of Directors is responsible for overseeing this Regulation which may require imposing a fine and/or seeking legal intervention.

15. UNOCCUPIED HOUSES: Periodically, homes in the MEWS become unoccupied for reasons other than spending a portion of the year in a second home/location. The MEWS Board must be notified when this occurs. Lack of occupancy must not exceed a period of six (6) months after which the property must be sold or written permission requested from the Board for an extension of unoccupied time. Any damage to neighboring property during the period when the home is unoccupied is the responsibility of the unoccupied property homeowner.

16. HOME BUSINESS: Residents in the MEWS may not operate a home business involving visiting customers and/or parked cars.



17. AMENDMENT: The Board of Directors may revise these Rules and Regulations in any way and at any time as conditions warrant, provided a paper or electronic communication is sent to each owner advising him/her of the change.

18. THESE RULES AND REGULATIONS have been adopted by the Board of Directors and shared with all MEWS Homeowners, and enacted on June 1, 2019.

*Charles Patterson*

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05/26/23 8:17 PM EDT  
GCZ3-MQSK-00TR-7VSC

*Elizabeth Patterson*

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05/26/23 8:19 PM EDT  
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