Carroll County New Hampshire Registry of Deeds
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BY LAWS

&

CERTIFICATE OF RESTRICTIONS

OF THE

LVPO ASSOCIATION, INC.

INCORPORATED UNDER THE LAWS OF

New Hampshire

Updated 2024

PREAMBLE

A BRIEF OVERVIEW OF THE HISTORY OF LOST VALLEY

LOST VALLEY was purchased by W. Henry Shaw, Sr., owner of the Shaw Construction Co., Inc., Center Conway; back in the 1970's and was approved as a sub-division by the Town of Effingham Planning Board on June 1, 1976. Mr. Shaw was elected Incorporator of the Corporation and Sole Stockholder on February 1, 1985.

The Lost Valley Lot Owner's Association, Inc. was approved as a business corporation on January 30, 1985. This corporation was dissolved on March 18, 1988 and immediately incorporated as a nonprofit corporation on the same day. The name of the corporation was changed to LVPO ASSOCIATION, INC. on March 18, 1988 and it has remained the same since this date.

On April 19, 2007, LVPO ASSOCIATION, INC. purchased the 65-acre common land lot formally identified as Lot 46, from W. Henry Shaw, Sr. (The Water System for LVPO Association, Inc. wells is located on this lot).

The goal of LVPO Association, Inc. since its incorporation, is to improve the road conditions, maintain safe and adequate operation of the water system, and, in general, make Lost Valley a place of which we can be proud. We own our own and maintain our roadways and own, operate, and maintain our water system which exclusively serves the area known as the Lost Valley.

Lost Valley sub-division has two (2) sections – Section 1 & Section 2 – and approximately 2.6 miles of roadways. In 1985 there were ninety (90) lots. We currently have eighty-six (86) lots, (55 lots in Section 1 and 31 Lots in section 2) after the legally approved combining of several lots.

We are governed by a Board of Directors made up of four (4) officers and five (5) directors who are elected at an Annual Meeting in July. Our fiscal year is from July 1st to June 30th. The complete BY-LAWS OF THE LVPO ASSOCIATION, INC. and CERTIFICATE OF RESTRICTIONS govern and guide our association.

The original Bylaws and Certificate of Restrictions were formulated and approved on December 1, 1976 and amended on July 11, 1987. Since then, there have been periodic updates and revision to the Bylaws and Certificate of Restrictions with revisions being recorded in the Carrol County Registry of Deeds.
- 2004 (July) update recorded on August 17, 2004 in Book 2329, page 0096.
- 2004 (October) update recorded on October 21, 2004 in Book 2352, Page 0005
- 2008 update recorded in Book 2815, Page 0001
- 2014 update was recorded on May 28, 2018 in Book 3144, Page 0415
- 2020 update was recorded on October 19, 2020 in Book 3538, Page 995
- 2024 update was recorded on 09/19/2024 in Book 3780, Page 0559

ALL CHANGES MADE SINCE THE LAST PRINTING WILL BE SHOWN ON THE 'SUMMARY OF CHANGES' PAGE. This version supercedes all previous versions and was approved at annual meeting by the membership of LVPO in attendance.

The development and the lots therein are shown on a map recorded in the Carroll County Registry of Deeds.

SUMMARY OF CHANGES – BYLAWS

Cover Page – changed date to 2024

Preamble – Cleaned up wording. Put references to previous revisions in more easily read format

Article II, Section 6 – added "or by electronic means".

Article II, Section 10 – removed 'one decrease per lot and/or per household'.

Article II, Section 10 – added "Position of President and Treasurer shall receive an additional 50% reduction of their property assessment fee".

Article III, Section 5 – deleted "AMENDED at the 2008 LVPO Annual Meeting"

Article IV – Deleted reference to "Only One Vote Per Lot at any board meeting". allows all board members a vote at board meetings.

Article IV, Sections 5, 6, and 9 – added "as well as other such duties as the Board of Directors may, from time to time, assign"

Article IV, Section 10, last paragraph – added "by electronic means" as an additional communications method

Article V, Section 3 – deleted "July 12, 2008, AMENDED TO READ".

Article IX – updated names of President and Vice President and changed date to 2024

SUMMARY OF CHANGES – CERTIFICATE OF RESTRICTIONS

Paragraph 2 – added 2024 date and reworked wording to better describe previous revision dates

Restriction #1, paragraph 2 – 'Garden house' replaced with "Greenhouse. "Guest Houses" deleted.

Restriction #8, last sentence – Replaced "You" with "Owners".

Restriction #14 – Retitled section to "SPEED LIMITS" and included OHRVs (which were referenced in Restriction #15) to include all vehicles in a single section. Deleted extraneous wording.

Restriction #15 – Deleted all the text relating to OHRVs (this material incorporated into Restriction #14). Created a new Restriction #15 as Lawn Irrigation Systems. These systems are prohibited.

Last Page – updated names and changed the date to 2024.

BY-LAWS OF
THE LVPO ASSOCIATION, INC.

ARTICLE I. NAME, SEAL AND OFFICE

SECTION 1: NAME
The Name of this corporation shall be **THE LVPO ASSOCIATION, INC.** The corporation may be referred to hereinafter as the LVPO, the Corporation, or the Association.

SECTION 2: SEAL
The SEAL of the corporation shall be circular in form and shall bear on its outer edge the words "The LVPO Association, Inc." and in the center, the words and figures "Corporate Seal 1985, New Hampshire".

SECTION 3: PRINCIPAL OFFICE
The principal office of the Corporation shall be in Effingham, County of Carroll and State of New Hampshire.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

SECTION 1: MEMBERSHIP
Every person or entity who or which is the record owner of the fee or an undivided interest in the fee of any of the lots of land situated in the Lost Valley Subdivision, so-called, as shown on plans of the Lost Valley Subdivision, entitled "Subdivision Plan, Lost Valley, Effingham, New Hampshire, and being recorded at Plan Book 34, Page 31, and another plan entitled, "Subdivision Plan, Land of Shaw Construction Company, Inc., Effingham, New Hampshire, Lost Valley Section 2" recorded at Plan Book 58, Page 21 of the Carroll county Registry of Deeds, all of which lots are subject to assessments by the LVPO Association, Inc. in accordance with covenants heretofore recorded, shall be a member of this corporation. Any person or entity who or which holds bare legal title merely as security of any obligation or which has taken possession of the lot or purchased the same at foreclosure or acquired ownership by a deed in satisfaction or partial satisfaction of the mortgage obligation until such time as transfer of title is made to a homeowner, shall not be a member.

SECTION 2: *DEFINITION* OF MEMBER IN GOOD STANDING
A "member in good standing" shall be any member who is 1) not in violation of any of the restrictive covenants heretofore recorded, 2) not in violation of any of the covenants of his/her deed 3), not in violation of any of the rules and regulations adopted by the Association, 4) fully paid and current in all Association assessments, and 5) fully paid and current in any special assessment.

SECTION 3: VOTING RIGHTS
Said corporation shall have one class of voting rights. Each member in good standing of the corporation shall be entitled to one (1) vote for each lot which he/she owns, as required by Section 1. When more than one person holds such interest or interests in any one lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one lot. In the event two or more owners of a single lot are unable to agree upon how to exercise their vote on a particular issue, the vote for that lot shall not be counted.

No member of the corporation who is not in good standing shall be entitled to any vote in any matter of the business of the corporation, nor shall by such member's be counted for the purpose of determining a quorum. Such member not in good standing may, at the discretion of the Board of Directors, be entitled to otherwise participate in the meeting and to be heard.

SECTION 4: MEMBER'S EASEMENTS
Each member in good standing shall have a right and easement of use and enjoyment of the roadways and water system as heretofore granted to the member, the ownership of which has been conveyed to this association by the developer, Shaw Construction Company, Inc., by deeds dated February 5, 1985,

recorded at said Registry Book 987, Pages 231 and 233. Easements shall be appurtenant to and pass with the record title of each lot, subject to provisions of Section 5.

The rights and easements of use and enjoyment existing in the road and water system shall be subject to the right of The LVPO Association, Inc. as provided for by its Articles and/or By-laws to suspend the enjoyment rights of any member for any period during which an assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

SECTION 5: ANNUAL MEETINGS
The Annual Meeting of the Association shall be held in Lost Valley prior to July 1 in each year, or at such other time and place as may be designated by the President, for the purpose of electing a Board of Directors, a budget, and for the transaction of such other business as may properly come before the meeting.

SECTION 6: NOTICE OF ANNUAL MEETING
Notice in writing of the time, place and purpose of or purposes of the Annual Meeting shall be given either personally, by mail, or by electronic means, not less than fourteen (14) days or more than thirty (30) days before the meeting to each person at his/her address as it appears upon the books of the Association.

SECTION 7: SPECIAL MEETING
Special meetings of the members may be called at any time by the President or Board of Directors in the same manner as annual meetings.

SECTION 8: WAIVER OF NOTICE
The provision as to notice may be waived by written acknowledgment of the same executed by the members in good standing and provided said waiver is filed with the records of such meeting.

SECTION 9: QUORUM
At any legally called Annual or Special Meeting of the members of the Association a QUORUM will consist of the members in good standing who are present or by Proxy.

SECTION 10: COMPENSATION AND EXPENSES
The Board of Directors shall not receive any compensation for their services except as follows: Any person duly elected and in current service in a position on the LVPO Board of Directors will receive a 50% reduction of their property assessment fee, excluding any special assessments, for their period of service only.

The position of President and Treasurer shall receive an additional 50% reduction of their property assessment fee. The Treasurer will also receive a travel stipend of $20 per month.

Any member of the Board of Directors or property owner may be paid for rendering approved services to the Association or reimbursed for expenses incurred on behalf of the LVPO Association, Inc.

SECTION 11: VOTING AT THE ANNUAL MEETING AND SPECIAL MEETINGS
At each meeting of the members of the Association, each of the members in good standing shall be entitled to one vote, either as represented in person by the holder or holders thereof, or by proxy appointed by an instrument in writing, signed by the holder or holders thereof and only delivered to the Clerk of the meeting. Each lot shall be entitled to one (1) vote, provided the owner(s) thereof are in good standing. Upon demand by any member in good standing, the vote on questions before the meeting shall be by ballot.

No owner of any lot against whom there are any outstanding and unpaid assessments (as hereinafter provided), nor who shall be in violation of any of the restrictive covenants or who does not fit the definition of Article II, Section 2, shall be entitled to vote at any regular or special meeting.

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: PURPOSE OF ASSESSMENT

The assessment(s) levied by the corporation shall be used exclusively for the improvement and maintenance of the roadways, as well as for improvement and maintenance of the water system, safety of the occupants and any incidental facilities thereon, including but not limited to, the payment of taxes, if any, insurance, if any, and repairs, replacements and additions thereon within the Lost Valley Subdivision, so called. Assessments shall also be authorized for the retirement of any outstanding debt/*obligation*(s) of the corporation.

SECTION 2: BASIS FOR ANNUAL ASSESSMENTS

The annual assessment shall be as determined by vote of the membership in good standing of The LVPO Association, Inc. in accordance with its Articles of Organization and/or By-laws.

SECTION 3: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized herein, members of the association may have levied against them in any assessment year a special assessment, applicable to that year only, for the purpose of providing for the payment of unexpected repairs or replacement to the roadway and/or water system including necessary fixtures, provided that, regardless of any change in the Articles of Organization and/or By-laws of the association, any such additional assessments herein authorized must receive a majority vote of the membership in good standing voting in person or by proxy at a special meeting called for this purpose. Written notice of which shall be sent to all members at least fourteen (14) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

SECTION 4: DATES FOR BILLING OF ANNUAL ASSESSMENTS

The annual assessments provided for herein shall commence on a quarterly basis or sooner for the four (4) quarters {July 1, October 1, January 1, and April 1}.

SECTION 5: EFFECT OF LATE PAYMENT OF ASSESSMENTS

The Certificate of Restrictions outlines penalties for failure to pay assessments when due and includes the possibility of a lien on the subject lot, plus any costs incurred for collection. Such failure shall also result in the following: Subject to two-thirds vote of the LVPO Board of Directors: if a lot owner becomes two quarters in arrears with quarterly assessment payments, the beginning of the third quarter he/she will be notified that at the end of thirty days water will be shut off to said property. At the conclusion of these thirty days, water is to be shut off to said property. At that time, reinstatement of water services will occur upon receipt of payment in full of all assessments and a reinstatement fee of one hundred dollars ($100) may be assessed.

ARTICLE IV: BOARD OF DIRECTORS - OFFICERS AND DIRECTORS

LVPO ASSOCIATION, INC. is governed by an elected Board of Directors of nine (9) individuals consisting of four (4) Officers (President, Vice-President, Secretary & Treasurer) and five (5) Directors.
Qualifications, Powers, Vacancies, Meetings, Quorum and Removal are outlined in the sections below:

SECTION 1: QUALIFICATIONS

All of the Officers and Directors shall be a member in good standing of the Association, subject to the By-laws and votes of the members in good standing of the corporation.

SECTION 2: THE OFFICERS AND DIRECTORS

Shall be elected for a term of one (1)-year by plurality vote of members in good standing at the Annual Meeting of The LVPO Association, Inc. to serve for a term of one (1) year and until his/her successor shall be duly elected.

SECTION 3: POWERS OF THE DIRECTORS
The Board of Directors shall have the entire management of the business of the Association. In the management of the business of the Association - The Board of Directors is hereby vested with all the powers possessed by the Association itself, so far as this delegation of authority is not inconsistent with the Laws of the State of New Hampshire, with the Articles of Agreement and with these By Laws.

SECTION 4: VACANCIES
In case any position of the Board of Directors becomes vacant by death, resignation, retirement disqualification or any other cause, The Board of Directors may elect a successor from the members in good standing to serve until the next annual or special meeting of the members, at which time a replacement may be elected from the members in good standing.

SECTION 5: PRESIDENT
The President shall preside at all meetings of the members and meetings of the Board of Directors. He/she shall have the general charge and supervision of the affairs of the Association, and in general, perform the entire duties incident to or required by his/her office along with other such duties as the Board of Directors may, from time to time, designate.

SECTION 6: VICE-PRESIDENT
At the request of the President, or in the event of his/her absence or his/her disability, the Vice President shall perform the duties and possess and exercise the powers of the President as well as other such duties as the Board of Directors may, from time to time, designate.

SECTION 7: TREASURER
The Treasurer shall have custody of all of the funds, property, and securities of the corporation. When necessary or proper, he/she may endorse on behalf of the Association for collection, checks, notes, and other obligations, and shall deposit the same to the credit of the Association at such bank or banks or depository as the members shall designate. The Treasurer shall sign all receipts and vouchers, sign all checks of the Association, as well as promissory notes issued by the Association. He/she shall enter regularly on the books of the Association, to be kept by he/she for the purpose, full and accurate account of all the monies and obligations received and pair or incurred by he/she for or on account of the Association and shall exhibit such books at all reasonable times to any member in good standing. He/she shall, in general, perform all the duties incident to the office, and shall prepare and present at the annual meeting of the Association an annual report of the finances of the corporation.

SECTION 8: SECRETARY
The Secretary of the corporation shall be present and record the proceedings of meetings of the association and perform all other duties commonly incident to the office. The Secretary shall also be present and record the proceedings of the meetings of the Board of Directors and perform such other duties as the Board of Directors may, from time to time, designate.

SECTION 9: DIRECTORS
The five (5) Directors shall perform other such duties as the Board of Directors may, from time to time, designate.

SECTION 10: MEETINGS OF THE BOARD OF DIRECTORS
Meetings of the Board of Directors shall be held at such places and at such times as the Board may, by vote, from time to time determine, no notice thereof need be given. Special meetings of the Board of Directors will be held at any time or place whenever called by the President, Treasurer, Secretary, or two (2) or more Directors with at least five (5) days' notice prior to the date of the meeting, or at any time without notice provided all members of The Board of Directors are present and those not present have waiver notice thereof.

Pursuant to the authority, granted by RSA 293-A:43 the Board of Directors may also hold meetings by electronic means as long as all other requirements of those by-laws, including notice, shall be observed.

SECTION 11: QUORUM OF THE BOARD OF DIRECTORS
A majority of the Board of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the same may be held as adjourned without further notice. When a quorum is present at any meeting a majority of the members present shall decide any question brought before such meeting.

SECTION 12: ASSOCIATION RECORDS
Association records are to be maintained by the following members of the Board of Directors: President, Secretary, Treasurer and Water Systems Operator. These records must be kept in accordance within the federal and state guidelines and the requirements for these positions as set forth in these By-laws.

Upon leaving office (end of term, resignation or other) all association records and equipment must be turned over to the successor and/or President within two (2) days.

SECTION 13: REMOVAL
Any member of the Board of Directors may be removed from office by the affirmative vote of two-thirds (2/3) of the Owners present at any regular or special meeting called for that purpose, for any reason deemed sufficient by said members. Only members in good standing shall be entitled to vote in any removal proceeding.

Article V: WATER SYSTEM OPERATIONS AND OPERATOR

Section 1: WATER SYSTEM OPERATIONS
The New Hampshire Department of Environmental Services has strict guidelines for the operations of any public water system. The Lost Valley Water System is considered a Small Community Public Water System. Currently the guidelines require monthly Bacteria testing; Annual testing for Nitrates, Lead, Copper, SOC (Synthetic), VOC (Volatile), Uranium, Radium, and Fluoride. Radiological, IOC (Inorganic) and Nitrate are tested every three (3) years; plus re-testing when high levels are present.

Section 2: D.E.S. RULES
DES requires that each public water system have a Primary Certified Water Systems Operator (WSO) who is in responsible charge of the water system. The WSO is responsible for all operational aspects of the system and no work should be done on the system without his/her knowledge or supervision. Further, any decisions affecting the water quality or quantity must only be made by a certified operator.

Section 3: WATER SYSTEMS OPERATOR
The WSO for LVPO must be current on all DES requirements, maintain an active license, and perform all of the duties in the LVPO contract. The WSO may be either a member of LVPO or an independent Water Systems Service contracted by the LVPO Board of Directors. The WSO who is a LVPO member, by accepting the position of WSO, agrees to a two (2) year term and receive an annual stipend paid quarterly with funds budgeted for maintenance assistance. If the WSO is an independent Water Systems Service, a stipend would not be compensated, but rather the approved amount contracted by the LVPO Board of Directors.

Article VI: COMMON STOCK

Section 1: CAPITAL STOCK

There shall be three hundred (300) shares of common stock, one class only, without par value, authorized by the Association.

Section 2: ISSUANCE
The corporation shall not issue any stock to its members and shall retain all authorized common stock in its treasury. Ownership rights in the Association shall be deemed to be an incident of ownership of real

property in the Lost Valley Subdivision, and shall run with the land. Upon conveyance of any lot in said Subdivision, such ownership rights shall pass with such conveyance and all deeds of conveyance shall make reference to the ownership rights in the Association associated with such real property.

Article VII: AMENDMENTS

These by-laws may be altered, amended, or repealed at any Annual Meeting of the Association by a 2/3 vote of all of the members present and in good standing, represented either in person or by proxy provided. All proposed action must be inserted in the Notice of such meeting. Provided however, that those portions of these by-laws taken from the Declaration of Common Scheme Restrictions as hereinafter identified, and which have been recorded at the Carroll County Registry of Deeds, which are not susceptible to alteration, amendment or repeal by their terms, or by implication in such Declaration, are not subject to this Article.

Article VIII: FISCAL YEAR

The fiscal year of the Association shall be from July 1st to June 30th of each year.

Article IX: CERTIFICATE OF RESTRICTIONS

All of the provisions set forth at length in instrument entitled "Certificate of Restrictions of the LVPO Association, Inc. Effingham, New Hampshire" recorded contemporaneously herewith are incorporated herein by reference. Where a conflict exists between these by-laws and said certificate, the applicable provision in the certificate, as recorded, shall be controlling.

THE LVPO ASSOCIATION, INC.

Thomas Murphy, President

Stanley Drelick, Vice President

A TRUE COPY, ATTEST:

Christopher Kanca, Secretary

2024

CERTIFICATE OF RESTRICTIONS OF THE LVPO ASSOCIATION, INC.

Declaration of easements, covenants, restrictions, agreements, and changes affecting real property known as The LVPO Association, Inc. a subdivision in Effingham, County of Carroll, and State of New Hampshire.

THIS CERTIFICATE dated this 6th day of July, 2024 replaces the original declaration of 12/7/1976 and amended on 7/11/1987, and again in 9/11/2009. It updates the previous declarations that addressed the development issues related to the Shaw Construction Company and adds up-to-date additions that pertain to issues since the original declarations in 1976 and amendments in 1987.

IN ORDER TO MAINTAIN THE VALUE OF THE LAND, PROTECT THE INVESTMENT OF LANDHOLDERS AND CREATE AN AREA SUBSTANTIALLY UNIFORM AND COMPATABLE IN ARCHITECTURAL DESIGN WITHOUT RESTRICTING THE INDIVIDUALITY OF THE LANDHOLDERS, THE RESTRICTIONS, COVENANTS AND PROVISIONS SHALL BE AS FOLLOWS:

#1 TYPE OF DWELLING – GROUND IMPROVEMENTS AND LIMITATIONS
All lots in the subdivision shall be used for residential purposes only and the usual and natural uses in connection therewith. All dwelling units in Lost Valley must be permanent on a permanent foundation.

There shall not be erected or maintained on the sites in this subdivision any structure of any kind other than one-family residential dwellings and ground improvements such as garages (including portables), greenhouses, and sheds, etc to be used by the family and bona fide guest occupants of the dwelling.

No garage shall be used as living quarters, either prior or subsequent to the completion of the residential dwelling.

No house shall contain less than 800 square feet of floor space under the roof.

#2 TRAILERS, MOBILE HOMES, TENTS – TEMPORARY STRUCTURES
No mobile homes (either single or double width), trailers, or occupied travel trailers shall be permitted in the subdivision. Nor shall any occupied temporary structures or tents be erected, built, or placed upon the site, except that tenting by children shall be allowed after a dwelling has been constructed upon the land in compliance with all other provisions hereof.

#3 JUNK, DISCARDED MACHINERY & MATERIALS, VEHICLES & OTHER WASTE
No junk yard or place for the storage of discarded machinery, vehicles, glass, paper, refuse or other waste or discarded material shall be maintained or permitted in the subdivision.

#4 DEBRIS AND OTHER CAUSES OF RUINS MUST BE REMOVED
No owner or occupant of land shall permit ruins from fire or other causes to be left on the property. It shall be removed and the property brought to ground level within six (6) months.

#5 NO REMOVAL OF GROUND COVER
No loam, sand, or gravel, except that resulting from landscaping or from permitted construction under these Restrictions, shall be removed from any lot.

#6 REMOVAL OF GARBAGE, LEAVES AND BURNING OF TREE BRANCHES
There shall be no burning of garbage or leaves in the development. All garbage is to be kept in covered containers and removed from the development on a regular basis.

The burning of tree branches will be permitted only with a Burn Permit from the Town of Effingham authorized authority. This burning must be supervised until the fire is completely extinguished.

#7 NO HUSBANDRY OF ANIMALS OR FOWLS
No husbandry of either animals or fowls shall be conducted or maintained on the property of the subdivision. Pets kept within the domicile shall be excluded from this restriction.

#8 RESTRICTIONS ON DOMESTIC ANIMALS
No dog or other domestic pet shall be allowed to disturb other residents at any time. The Town of Effingham has a law that requires domestic animals to be under control and this applies in Lost Valley. All domestic pets must be under the owner's control at all times. Dogs or other domestic pets cannot be unattended on LVPO roads, alongside the road(s) and on the property of others. ~~You~~ Owners are responsible to pick up the "droppings of your dog" on and alongside roads and the property of others.

#9 NOISE RESTRICTIONS & RESPECT FOR OTHER RESIDENTS
In accordance with Town of Effingham zoning; No noxious, dangerous, offensive or unduly noisy activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance to the neighbor or neighborhood by owner, occupant or a guest(s) that wakes or causes an annoyance or a nuisance to the owners of other property.

#10 SIGNS ON PROPERTY
No sign of any kind shall be exhibited in any way on or above the property of this subdivision without the written approval from the LVPO Board of Directors or its duly authorized agent. Only personal identification signs which are smaller than two (2) square feet are permitted. Normal size Real Estate signs are allowed.

#11 NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION
Plans, Specifications, Site Plans, and Approval for State approved Septic systems from NH DES, Town of Effingham Building Permit, Lost Valley Building Permit and Paid Up Dues are required prior to construction. The LVPO Permit is available from the LVPO President. This approval shall not be unreasonably withheld provided that such plans, specifications, site plans and septic systems for all dwellings are in keeping with the general tenor of the subdivision. Setbacks will be in compliance with the Town of Effingham.

#12 COMPLETION WITHIN EIGHTEEN (18) MONTHS & HOW FINISHED
All structures erected on any site shall be promptly and expeditiously completed as to their exteriors within eighteen (18) months after construction is commenced. All such structures shall be finished in clapboards, shingles, log siding, Vinyl, or any equal quality exterior finish, with no Tyvek, tar paper or tarred shingles or other type of tarred siding allowed.

#13 WATER HOOK-UP PROCEDURES AND CHECK LIST
Lot owners will be entitled to one curbside water hook-up per lot owned. After all permits are in place and requirements are met, a request for water hook-up must be made in writing a minimum of one week in advance {Per Water Hook-Up Procedures & Check List}. Temporary "hook-up" during construction will be done in warm summer months only.

#14 SPEED LIMITS
The speed limit for all roads in Lost Valley is a maximum of twenty (20) miles per hour and applies to all vehicles, including Off Highway Recreational Vehicles (OHRVs)

#15. LAWN IRRIGATION SYSTEMS
The use of installed lawn irrigation systems is prohibited.

#16. ANNUAL/SPECIAL ASSESSMENTS AND PRIVILEGES OF THE LVPO ASSOCIATION
LVPO has an annual assessment established each year at its Annual Association Meeting and may make special assessments for legitimate association expenses including but not limited to operation, upkeep, maintenance, improvements, relocation or replacement of roadways and/or the water system owned by the Association, insurance, taxes, accounting and legal fees incurred by the Association as determined by the vote of two-thirds of the Directors of the LVPO Association, Inc. Failure to pay assessments when due shall constitute a lien on the subject lot for the amount of the Assessment plus interest (as set by the Board of Directors) and cost of collection.

The privilege of water may be terminated/shut off at the determination of the Board of Directors for the failure to pay assessments, violating these covenants and restrictions, and legal cost of collection including placing a lien on the property.

#17 NO SUBDIVIDING OF PROPERTY
The property described herein shall not be subdivided and shall not be conveyed by deed or by operation of law except as one tract of land unless so authorized in writing by the Town of Effingham, NH Planning Board.

#18 FAILURE TO ENFORCE ANY PROVISION OR RESTRICTION
Failure to enforce any provision or restriction herein contained in any particular instance shall not be deemed a waiver of the right to do so to any continuing, subsequent or other violation.

#19 RIGHT TO CHANGE, MODIFY COVENANTS AND RESTRICTIONS
Anything herein to the contrary notwithstanding, LVPO Association, Inc. reserves the right to change or modify these covenants and restrictions by duly recorded amendment(s) hereto, but no such change or modification shall have retroactive effect or shall otherwise in any substantial way change the character of the subdivision or otherwise affect any lots previously sold.

IN WITNESS WHEREOF, THIS 6th day of July 2024

THE LVPO ASSOCIATION, INC.

Thomas Murphy, President

Stanley Drelick, Vice President

A TRUE COPY, ATTEST:

Christopher Kanca, Secretary

Reference Carroll County Registry of Deeds