ROYAL VIEW

HOME OWNERS' ASSOCIATION

Required Disclosures, Governing Documents & Property Transfer Forms

Prepared for the Prospective Purchasers
of the Property Located at 26 Palace Court

Contents

The content of this booklet includes:

- A Welcome to Royal View Message from the current Board of Directors
- The Royal View Homeowners Association Mission Statement
- Contact information and general information about the Association

And in accordance with the Royal View Homeowners Association's Bylaws, the Board of Directors has prepared this booklet with the intent of providing prospective purchasers with important information regarding the Association, its governing documents, and the property transfer process.

The booklet is intended to be made available to prospective buyers through the seller or the seller's real estate agent and includes the following documents:

- **Current Status of the Association** – Required Disclosure Statements
- **Association Financial Statements**
- **HOA Covenants and Restrictions**
- **HOA Bylaws**
- **HOA Articles of Association**
- **Property Disclosure Rider** – Typically provided by the seller's real estate agent
- **Buyer's Agreement**

Dear New Homeowner,

On behalf of the Royal View Homeowners' Association, we would like to extend a warm welcome to you as a new member of our community!

Royal View is a small residential neighborhood, and we take pride in the attractive surroundings, peaceful atmosphere, and friendly relationships that make it such a pleasant place to call home. We hope you will enjoy living here as much as we do.

As you prepare to purchase your new home, we want to make sure you have the information you need about our community and the Homeowners' Association.

This booklet has been prepared to provide you with important Association documents, including our Covenants and Restrictions, Bylaws, financial disclosures, and other information relevant to the purchase of your property. We encourage you to take some time to review these materials so that you have a clear understanding of the Association and its responsibilities.

Our Association is managed by a volunteer Board of Directors made up of fellow homeowners who are committed to serving the interests of our neighborhood. We believe that open communication, cooperation, and consideration for our neighbors are essential to maintaining the quality of life we all enjoy.

Once again, welcome to Royal View! We wish you many happy years in your new home and look forward to having you as part of our community.

Warm regards,

The Board of Directors

Bob Mancusi
Dave Wright
Jeanne Wright
Jonathan Rizzo
Marvin Swartz
Sherri Mancusi



Our Mission:

The mission of the Royal View Homeowners' Association is to preserve and enhance property values, maintain the beauty and character of our community, and foster a friendly, welcoming neighborhood where residents take pride in their homes and enjoy a spirit of cooperation and mutual respect.

Our website:

https://sites.google.com/view/royalviewhomeowners/home

Our email:

royalviewhomeowners@gmail.com

Our Address:

Royal View Homeowners Association
P.O. Box 455
Center Conway, New Hampshire 03813

Current Status of the Association –Disclosure Statements

(a) Capital Expenditures and Major Maintenance

Any capital expenditures and major maintenance expenditures anticipated by the Homeowners Association within the current or succeeding 2 (two) fiscal years.

The Association's Statement:

The Royal View Homeowners' Association has no capital expenditures or major maintenance expenditures planned or anticipated for the current fiscal year or the succeeding two (2) fiscal years.

(b) Reserve Funds

The status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

The Association's Statement:

The Royal View Homeowners' Association does not own or maintain any common property or facilities since 2024 when the Town of Conway took ownership of the roads and the fire cistern. Accordingly, the Association does not maintain a reserve fund designated for major maintenance or replacement projects, nor are any funds specifically earmarked for such purposes.

(c) Financial Statements

The income statement and balance sheet of Association for the last fiscal year for which such statement is available.

The Association's Statement:

Attached for reference are the Association's budget and actual expenditure reports for the most recently completed fiscal years (September 1st to August 31st). These documents are provided to disclose the Association's financial activities and operating expenditures during the respective reporting periods.

(d) Pending Litigation and Judgments

The status of any pending suits or judgments in which the Lot Owner or the Association is a party defendant.

The Association's Statement:

As of the date of this statement, the Royal View Homeowners' Association is not a named defendant in any pending litigation, nor is the Association subject to any outstanding judgments. This representation is limited to matters involving the Association and does not extend to any legal proceedings involving individual Lot Owners in their personal capacities.

(e) Insurance Coverage

A statement setting forth that no insurance coverage is provided for individual Association property owners other than Association insurance for common areas of the Association.

The Association's Statement:

The Royal View Homeowners' Association does not provide individual property insurance coverage for Lot Owners, their residences, or other privately owned improvements. Each Lot Owner is solely responsible for obtaining and maintaining appropriate insurance coverage for their respective property and personal liability.

The Association does maintain general liability coverage in the event the Association is sued.

(f) Compliance with Covenants and Restrictions

A statement that any improvements or alterations made to the lot, parcel, unit, or interest by the prior Lot Owner are not known to be in violation of any restrictions and covenants imposed upon the Lot, if applicable and known to the Board of Directors.

The Association's Statement:

To the best of the Board of Directors' current knowledge, no improvements or alterations made to this property are known to be in violation of the Association's applicable Covenants and Restrictions.

This statement is based solely upon information presently available to the Board of Directors and does not constitute a certification of compliance with applicable building codes, zoning ordinances, permitting requirements, or other governmental regulations.

These statements are provided by the Royal View Homeowners' Association in accordance with Section 7 of its Bylaws and reflect the information available to the Board of Directors as of the date indicated below.

Royal View Homeowners' Association

By: The 2026-27 Royal View Board of Directors

Robert Mancusi
David Wright
Jeanne Wright
Jonathan Rizzo
Marvin Swartz
Sherri Mancusi

Balance Sheet

As of August 31, 2026 – End of fiscal year

ASSETS

Cash in Bank…… $1,882.00

Accounts Receivable…….…… $0.00

TOTAL ASSETS……. $1,882.00

LIABILITIES

Accounts Payable $0.00

Other Liabilities…….…… $0.00

TOTAL LIABILITIES…….…….. $0.00

FUND BALANCE (EQUITY)

Unrestricted Fund Balance…….…….$1,882.00

TOTAL FUND BALANCE…….…….$1,882.00

TOTAL LIABILITIES AND FUND BALANCE……$1,882.00

1. Assets: As of August 31, 2026, the Association maintained cash assets totaling $1,882.00. The Association owns no common real property or other reported fixed assets.

2. Liabilities: As of the reporting date, the Association had no outstanding accounts payable, loans, or other reported financial obligations.

3. Accounts Receivable: All homeowner assessments for the 2025–2026 fiscal year had been collected, with no outstanding balances.

4. Fund Balance: The Association's remaining funds of $1,882.00 represent accumulated, unrestricted funds available to support operating expenses in the subsequent fiscal year.

5. Basis of Preparation: This statement has been prepared by the Association and has not been independently audited or reviewed.

2025-26 Spending Report

	Line Items	Amount Budgeted	Amount Spent	Remaining Balance
1	Attorney Fees	$ 1,000	$ -	$ 1,000
2	Business Expenses	$ 200	$ 32.08	$ 168
3	Contingency Fund	$ 250	$ 25.00	$ 225
4	Delinquency Fund	$ 500	$ 10.48	$ 490
5	Liability Insurance	$ 1,700	$ 1,700.00	$ -
6	Board & Officers Insurance	$ 1,000	$ 1,000	$ -
7	P.O. Box	$ 232	$ 232	$ -
	Totals	$ 4,882	$ 3,000	$ 1,882

Annual Budget Comparison

	Line Items	25-26 Budget	26-27 Budget Projected *
1	Attorney Fees	$ 1,000	$ 1,000
2	Business Expenses	$ 200	$ 200
3	Contingency Fund	$ 250	$ 250
4	Delinquency Fund	$ 500	$ 300
5	Liability Insurance	$ 1,700	$ 1,785
6	Board & Officers Insurance	$ 1,000	$ 1,000
7	P.O. Box	$ 232	$ 242
	Totals	$ 4,882	$ 4,777
8	Prior year's funds carried over to new budget	$ 1,929	$ 1,882
9	Additional funds needed to fund new Budget	$ 2,953	$ 2,895
10	Annual Assessments	$ 86.85	**$ 85.15**

Covenants and Restrictions
For Royal View Subdivision

The following covenants and restrictions are imposed upon each lot for the benefit of every other lot on the property depicted on plan entitled "Royal View Proposed 34 Lot Subdivision, Property of Lebach Realty Trust, 70 Humphrey Street, Marblehead, Mass. 01945" prepared by Ammonoosuc Survey Company, Inc. and recorded at the Carroll County Registry of Deeds at Plan Book 220, Pages 4 & 5 and may be enforced by any owner: including the Board of Directors of the Association:

1. The lot shall be used for residential purposes only in single family residences or duplexes. No other residential structure shall be built without the prior written approval of the Board of Directors of the Association or its successors and assigns to whom this right is respectively conveyed by the Board of Directors of the Association.

2. No use shall be made of the land to interfere with the quiet enjoyment of its natural state. No signs, billboards, poster board or advertising structure of any kind shall be erected or maintained on any lot or structures for any purpose except for 'for sale' signs or with Board approval as may have been approved by the Developer, its successors or assigns.

3. No lot shall be further subdivided into smaller lots.

4. The minimum square footage for each home shall be 2000 square feet, exclusive of open porches and garage.

5.· No temporary structure shall be occupied, such as excavation, basement, trailer or tent nor be permitted, placed or moved onto or erected on any lot.

6. No - mobile homes, modular or manufactured, or "A" frame houses or log sided homes may be permitted in the development. All home designs shall be submitted for approval to the Board of Directors of the Association, or its successors or assigns, who shall respond to the applicants within 45 days.

7. No motorized off-road vehicle(s) or unregistered vehicle(s), shall be operated on any lot or subdivision roadway, including but not limited to snowmobile(s), trail bike(s) and all-terrain vehicle(s). This shall not prohibit any ownership thereof, provided they are stored and not visible from subdivision roadway. Lettered commercial vehicles, boats or campers shall be kept stored, placed or left where it may not be seen by the general public or other owners.

8. Tanks for the storage of fuel maintained on any lot shall be either buried or enclosed.

9. No fowl, hooved animals or any other type of animals other than usual household pets may be kept on any lot in conformity with the Town of Conway regulations. An owner must remove any pet of any type which interferes with the quiet enjoyment of the subdivision or which presents a threat to any other owner. Each owner shall maintain control of all pets at all times.

10. No rubbish, junk, ashes, cuttings or other refuse that is visible to the general public or other property owners shall be deposited, dumped or permitted to remain on any lot or public areas. Any of these items that are not visible may remain on the property provided they do not interfere with drainage or pose a health or ecological hazard or degradation. Small visible cuttings may be allowed, provided they are shredded on the ground in a manner that does not interfere with the quiet enjoyment of the natural state of the property, and does not interfere with drainage or impose a safety, health or ecological hazard or degradation. Each owner shall provide suitable receptacles for the collection of refuse, which shall be screened from view.

11. No clothesline, television antennas, window air conditioning equipment (between Oct - April) or other personal property of a similar nature shall be kept, stored, placed or left where it may be seen by the general public or other owners.

12. No unregistered or unrepairable motor vehicle shall be moved onto or kept on any lot.

13. All electrical, telephone or cable service lines shall be placed underground and no outside electrical lines shall be placed overhead unless written permission shall be obtained from the Board of Directors of the Association.

14. Each owner shall, at his own expense, keep his home and its equipment in good order, condition and repair.

15. Once construction has begun, an owner shall have 18 months to completely finish the exterior of the home, including siding, windows and doors.

16. There shall be no further alteration of wetlands for lot development, driveway construction, culvert installation or for septic system setbacks.

17. Each lot owner shall be a member of the Royal View Homeowners Association, which together with the individual owners, shall be empowered to enforce the provisions of these covenants. If any action is initiated to enforce a violation of the covenants and if such action is successful, the defendant shall be responsible for all costs of enforcement, including reasonable attorney fees of the Association.

18. The Covenants and Restrictions may be amended by the vote of at least sixty-six and two- thirds percent (66-2/3%) of the Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws.

Copies of all legal documents pertaining to any of these easements, restrictions and other agreements or governmental approvals will be available from the Secretary upon request.

BY-LAWS
OF
The ROYAL VIEW HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is The Royal View Homeowners Association, hereinafter referred to as the "Association." The principal office of the Corporation shall be located in the Town of Conway, County of Carroll, State of New Hampshire, but meetings of members and Directors may be held at such places within the State of New Hampshire as may be designated by the Board of Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting.

The annual meeting of the members shall be held on the 4th Sunday in August or at a time and place of the Board's choice.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the members who are in good standing (having paid their assessments) and entitled to vote.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mail or by email, a copy of such notice, postage prepaid at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed 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. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Votes.

In any meetings of the members, the Owners shall be entitled to one vote for each lot owned, and such vote may be cast in person or by proxy. At least one-third (1/3) of members, present in person or by proxy, shall constitute a quorum. If there be no such quorum, a majority of the members so present or so represented may adjourn the meeting from time to time without further notice.

Section 5. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE III
BOARD OF DIRECTORS: NOMINATION, SELECTION and TERM OF OFFICE

Section 1. Number.

The affairs of this Association shall be managed by a Board of three (3) to seven (7) Directors, all of whom must be members of the Association and one of whom must be the President of the Association.

Section 2. Term of Office.

Upon the expiration and/or resignation of the Directors, the initial term of each elected Director's position on the Board shall run for one (1), two (2), and three (3) years. Thus, a new three (3)-year Director will be elected every year thereafter. The directors of the Association shall be elected at the annual meeting of the Association to fill any term that is expiring in that year.

Section 3. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, when the Association members shall either confirm the successor or elect another member to fill the remainder of the unexpired term.

Section 4. Compensation.

No Director shall receive compensation for any service he may render to the Association relative to his Board duties. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting.

The Directors shall have the right to take any action in the absence of a Directors meeting which they could take at a Directors meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Nomination of Directors.

Nominations for Directors shall be made at the time of the annual meeting.

Section 7. Election.

Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IV
MEETING OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held at least semi- annually with at least two (2) weeks' notice to all Association members by email or postal letter. Any Association member may attend a meeting of the Board of Directors. Meeting place and hour may be fixed from time to time by resolution of the Board. The Secretary of the Association (or designated substitute) shall be present and record the proceedings of the meeting and distribute them to the members. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business at a regular meeting. Every act or decision done or made by a majority of the Directors present or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board and shall be made public to all members of the Association by the Secretary.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Association common areas and facilities (if any) thereon, upon approval of two-thirds (2/3) of Association members present or by proxy;
(b) suspend the voting rights and right to use of the recreational facilities (if any) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Association, or the Declaration of Covenants and Restrictions;
(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and failed to vote by proxy;

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties;
(f) determine the annual budget and expenses of the Association, and determine the amount of annual assessments, for which provision is made in the Declaration; and
(g) accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights, and privileges.

Section 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 corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
(c) fix the amount of the annual assessment against each lot and notify members thereof at least thirty (30) days in advance of each annual meeting;
(d) issue a special assessment to the members, with justification and due date, should an unexpected and necessary expense be required on behalf of the Association;
(e) send written notice by postal letter or email of each regular or special assessment to every Owner subject thereto at least thirty (30) days in advance of each annual meeting;
(f) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
(g) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
(h) procure and maintain adequate liability insurance, and to pay the premium cost thereof and make, or contract for the making of, repairs, additions, and improvements to, or alteration of, the common area;
(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or required;
(j) respond to all written requests, including house design submissions, within 45 days;
(k) do such other things and acts not inconsistent with the Covenants and Restrictions, the Articles of Association, or these By-laws.

ARTICLE VI
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 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.

Section 3. Term.

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

Section 4. Special Appointments.

The Board may elect such other officers or appoint committees 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.

Section 5. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice 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.

Section 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 replaces.

Section 7. Multiple Office.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and at the annual meeting of the members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and promissory notes.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and their contact information, and shall perform such other duties as required by the Board.

(c) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; **shall co-sign with a Board Member all checks and with the President promissory notes of the Association in excess of $500;** shall keep proper books of account; if directed by the Board of Directors cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VII
ASSESSMENTS

Section 1. Assessments.

At least thirty (30) days prior to the annual meeting, the Board of Directors shall estimate the common expense assessments to be required during the following year (including a reasonable provision for working capital, contingencies, and replacements, less any expected income and any surplus from the prior year's operation) and notify the members thereof by postal mail at least ten (10) days prior to the annual meeting. Said estimate of assessments shall be determined on the basis of an estimated total common expense budget as allocated to the Owners equally. Subject to the provisions of the Declaration, each owner shall pay their regular assessments made pursuant to this paragraph to the RVHOA in semi-annual (twice per year) installments on or before the last day of March and the last day of September of the year, or in such other reasonable manner as the Board of Directors shall designate for either regular or special assessments.

Section 2. Failure to Make Assessment.

The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common area or by abandonment of his Lot.

Section 3. Interest.

The Board of Directors, at the time they are determining the estimated annual assessment to be made, shall also determine the interest rate that shall be charged for all delinquent accounts. The omission by the Board of Directors to fix the interest rate to be charged for delinquent accounts shall not be deemed a waiver that said delinquent account shall bear interest, but the interest rate then in effect shall continue until a new interest rate is fixed by the Board of Directors.

Section 4. Personal Debt and Lien.

Each assessment, regular or special, shall be separate, distinct, and personal debts and obligations of the Lot Owner, against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

The amount of the assessment assessed to the Lot Owner shall bear interest as aforesaid plus costs, including reasonable attorney fees, and shall become a lien upon such Lot. Said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except as follows:

(a) Tax and special assessment liens on the Lot in favor of any assessing body; and
(b) All sums unpaid on a first mortgage of record on the lot.

Section 5. Certificate of Indebtedness.

A certificate executed and acknowledged by a majority of the Board of Directors or President stating the indebtedness secured by the lien upon any Lot created hereunder, shall be conclusive upon the Board of Directors and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Lot Owner or any encumbrancer or prospective encumbrancer of a Lot upon request at a reasonable fee, as by law allowed. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his encumbrance.

Section 6. Certificate of Satisfaction.

Upon payment of a delinquent assessment concerning which such a certificate had been so recorded, or other satisfaction thereof, the Board of Directors or President shall cause to be recorded in the same manner as a certificate of indebtedness a further certificate, stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure sale, the Lot Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney fees.

Section 7. Statements to Prospective Purchasers.

In the event of any resale of a Lot by any Lot Owner, the prospective new Owner shall have the right to access from the RVHOA prior to the contract date to the disposition, the following:

(a) Any capital expenditures and major maintenance expenditures anticipated by the Homeowners Association within the current or succeeding 2 (two) fiscal years;
(b) The status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;
(c) The income statement and balance sheet of Association for the last fiscal year for which such statement is available;
(d) The status of any pending suits or judgments in which the Lot Owner or the Association is a party defendant;
(e) A statement setting forth that no insurance coverage is provided for individual Association property owners other than Association insurance for common areas of the Association, and
(f) A statement that any improvements or alterations made to the lot, parcel, unit, or interest by the prior Lot Owner are not known to be in violation of any restrictions and covenants imposed upon the Lot, if applicable and known to the Board of Directors.

ARTICLE VIII
INDEMNITY

Any person made a party of any action, suit, or proceeding by reason of serving or having served as an Association Director, officer, or employee of the Association or of any Association which he served as such at the request of the Association, shall be indemnified by the Association against the reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of any such action, suit, or proceeding, or in

connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such officer, Director or employee is liable for negligence or misconduct in the performance of his duties. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer or Director or employee may be entitled apart from the provisions of this Article.

ARTICLE IX
BOOKS AND RECORDS

The books, records, papers, and electronic records of the Association shall be held by the Secretary of the Association, and with reasonable notice, be subject to inspection by any member. The Covenants and Restrictions, the Articles of Incorporation, and the By-Laws of the Association shall be available from the Secretary to any member of the Association via email. Upon request, the Secretary will provide paper copies within seven (7) business days that may be purchased at reasonable cost.

ARTICLE X
CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: THE ROYAL VIEW HOMEOWNERS ASSOCIATION.

ARTICLE XI
AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of sixty-six and two-thirds percent (66 2/3) of the members of the Association attending in person or by proxy, provided notice of the proposed change is given in the notice of the meeting.

Section 2.

In the case of any conflict between the Articles of Association and these By- Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions and these By-Laws, the Declaration shall control.

Section 3.

The Covenants and Restrictions may be amended by the vote of at least sixty-six and two-thirds percent (66 2/3) of the owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws.

Section 4.

Any proposed change(s) to the Covenants and Restrictions must go through the following process before being brought to a vote:

(a) A proposed amendment must be signed by at least ten (10) members of the Association and submitted to the Board;
(b) The Board must complete a legal, if required, and financial review of the proposed amendment;

(c) The Board must indicate its approval or disapproval of the proposed amendment when notifying the membership of the proposal;
(d) The Board will notify the members of the Association at least thirty (30) days in advance of a deliberative session meeting to discuss the proposed amendment(s);
(e) Subsequent to the deliberative session, a vote will be held requiring a vote of sixty-six and two-thirds percent (66 2/3) of those attending in person or by proxy in order for the proposed amendment to become part of the Covenants and Restrictions;
(f) The Association lawyer must be notified of any Covenants and Restrictions change so they may record the change at the Registry of Deeds as part of all Association members' deeds.

ARTICLE XII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of September and end on the 31st day of August of every year to coincide with the Annual Meeting, except that the first fiscal year shall begin on the date of incorporation.

Version History

1. Version 1.0. August 25, 2019. Amended at RVHOA Annual Meeting by Association members from original to improve readability and clarity. Removed and replaced references to Developer with references to Homeowner Association. Required Board of Directors and Officers to be members of Association.

2. Version 1.1. March 16, 2019. Edited to correct for grammar, punctuation, formatting. Improved readability and clarity.

Filed
Date Filed: 05/14/2009
Business ID: 613490
William M. Gardner
Secretary of State

ARTICLES OF ASSOCIATION

OF

THE ROYAL VIEW HOMEOWNERS ASSOCIATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together as a body politic and corporate according to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto and prescribing the duties and powers of corporations under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be THE ROYAL VIEW HOMEOWNERS ASSOCIATION.

ARTICLE II. The objects for which this corporation is established are:

(a) To promote the health, safety, and welfare of the owners of property in the Town of Conway, New Hampshire.

(b) To maintain the subdivision road;

(c) To plant, cultivate, and protect shade, ornamental and forest trees;

(d) To promote the prosperity of the Town of Conway;

(e) To maintain law and order;

(f) To maintain, repair or replace Association property

(g) To make and collect assessments against members to defray the costs, expenses, and losses of the operation and maintenance of the properties of the Association;

(h) To use the proceeds of assessments in the exercise of its power and duties;

(i) To purchase insurance upon the Association property and insurance for the protection of the Association and its members;



(j) To reconstruct improvements after casualty and to further improve the property;

(k) To pay taxes, if any, on property owned by it;

(l) To make and amend reasonable regulations respecting the use of the property in the Association; provided, however, that all such regulations and amendments thereto shall by approved by not less than a majority of the votes of the entire membership of the Association before such shall become effective;

(m) To enforce by legal means the provisions of the Covenants and Restrictions of the Royal View Subdivision

(n) To contract for the management or operation of portions of the common areas susceptible to separate management or operation;

(o) To employ personnel to perform the services required for proper operation of the Association property;

(p) Insofar as permitted by law, to do any other things that, in the opinion of the Board of Directors, will promote the common benefits and enjoyment of the residents of the Subdivision development..

ARTICLE III. The principal place of business shall be 23 Regal Circle in the Town of Conway, County of Carroll, State of New Hampshire, with its mailing address of c/o Melendy & Lee, P.A., P.O. Box 2046, 481 White Mountain Highway, Conway, New Hampshire 03818.

ARTICLE IV. The corporation is empowered to acquire real or personal property by grant, gift, devise, bequest, or purchase and to hold or dispose of such property as the purposes of the corporation shall require.

ARTICLE V.

1. The members of the Association shall consist of all of the record owners of Lots in the Royal View Subdivision development.

2. Change of membership in the Association shall be established by the recording in the public records of the County of Carroll, a deed or other instrument establishing a record title a Lot at the Royal View Subdivision and delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot.

4. Each of the Lot will be entitled to one (1) vote only, notwithstanding the number of owners, in each household.

ARTICLE VI. The number of corporate officers, their several terms of office, mode of election, respective duties and all other things appertaining to the business of the corporation shall be defined and established in the Bylaws.

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

3. Approval of an amendment must be a two thirds vote of the entire membership of the Association.

4. No amendment shall make any changes in the qualification for membership nor the voting rights of members without approval in writing by all members.

5. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Carroll County, State of New Hampshire.

ARTICLE VII.

The term of the Association shall be in perpetuity.

ARTICLE VII. In the event of dissolution of this Association, the assets shall be distributed to the Lot Owners, with each Lot Owner to be entitled to share of such assets allocable per the percentage of interest of each Lot Owner.

ARTICLE IX. The Association has authorized no capital stock.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures, this 5 day of May, 2009.

Signature:	Address:
Fay E. Melendy	PO Box 2046, Conway, N.H. 03818
Barbara Bowen	PO Box 34 Conway, N.H. 03818
Rose Robinson	P.O. Box 669, Center Conway, NH 03813
Susan H. Lee	P.O. Box 2046 Conway, NH 03818
Claudine Safar	PO Box 994, Intervale, NH 03845

Town Clerk of the Town of Conway, New Hampshire

Received and recorded this 26 day of June, 2009.

Rhoda A. Fennell
Town Clerk

PROPERTY DISCLOSURE RIDER

1. Seller and Property Address:

Seller's name(s): _____

Seller's road address: _____ Center Conway, NH 03813

2. Association Name: Royal View Homeowners Association

3. Does the Association have By-laws and/or Covenants and Restrictions? It has both.

4. Does the Association have a Property Manager? No

5. Do you have a personal Property Manager? Yes_____ No_____

If Yes, what is the Property Manager's Name & Phone Number?

6. Are there any Association approvals required for transfer of Ownership? No

7. Is there a time share operation existing at Property? No. Per Covenants & Restrictions, Paragraph 1, "The lot shall be used for residential purposes only."

8. Is there a vacation rental operation or other organized rental program at Property? No. Per Covenants & Restrictions, paragraph 1, "The lot shall be used for residential purposes only."

9. Number of parking spaces available for this home:

10. Are you aware of any pending or existing litigation? Yes_____ No_____ If Yes, please explain:

11. Are the minutes of the Homeowners Association annual meeting available? Yes

12. Is there a master insurance policy? No.

- Homeowners pay for their own home insurance.
- The Association pays for Directors & Officers insurance.
- The Association is also maintaining a Liability Insurance policy through November 2026 to cover the unlikely event of a non-RVHOA resident taking advantage of the 3-year timeframe allowed, following the Town of Conway taking over our roads in 2023, to sue the HOA for something that happened in 2023, that we are not currently aware of.

13. Annual Association fee/assessment: Please contact the RVHOA Board at: royalviewhomeowners@gmail.com for the current yearly HOA assessment fee.

14. What does the fee include? The annual fee pays for potential Attorney Fees, Business (Office) Expenses, a Contingency Fund for unforeseen expenses, a Delinquency Fund to cover late assessment payments, Directors and Officer Insurance, Liability Insurance, and the RVHOA Post Office Box.

15. Are there any additional fees? There are no additional association fees, but there is no mail delivery, so most residents who live here full time rent a Post Office Box. There is also no Town trash collection, so residents either hire private trash collection or take their trash (garbage and recycling) to the Town Transfer Station at 755 East Conway Road in Center Conway.

16. Are you aware of any special assessments or loans in effect at this time?

Yes _____ No _____ If Yes, explain:

17. Additional Comments: There is currently an arrangement with Superior Plus/Rymes Propane that gives our residents a discount. There is also currently an arrangement with Veno Construction LLC for snowplowing services that gives our residents a discount if enough residents use them.

Other comments:

SELLER ACKNOWLEDGES that he/she has provided the above information and that such information is accurate, true, and complete to the best of his/her knowledge. Seller authorizes the listing broker to disclose the information contained herein to other brokers and prospective purchasers.

Seller *Date*

Seller *Date*

BUYER ACKNOWLEDGES receipt of this property disclosure rider and hereby understands the preceding information was provided by Seller and is not guaranteed by Broker/Agent. This disclosure statement is not a representation, warranty, or guaranty as to the condition of the property by either Seller or Broker. Buyer is encouraged to undertake his/her own inspections and investigations via legal counsel, and home, structural, and other advisors.

Buyer *Date*

Buyer Agreement

_____ Buyer(s) acknowledge(s) that they have been provided with and agree to all the provisions stated in the Articles of Association, By-Laws and Covenants & Restrictions.

_____ _____

Date Witness (Seller or Agent)

A signed copy of this Buyer Agreement must be returned to the Royal View Homeowners Association Board of Directors.

Mail to: Royal View Homeowners Association
P.O. Box 455
Center Conway, New Hampshire 03813

or

Email to: royalviewhomeowners@gmail.com