

*Lisa Scott*

**SEVENTH AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS**

**OLD MILL ESTATES OWNERS ASSOCIATION**

This Amendment is executed by Old Mill Estates Owners Association ("Association"), a corporation duly organized and existing under the laws of New Hampshire, with principal office in Conway, Carroll County, New Hampshire; and Edward J. Poliquin, Jr. and Grafton B. Carrier as Co-Trustees of the OME Realty Trust ("Developer"), under Declaration of Trust dated October 1, 2001, having a mailing address of P.O. Box 1880, North Conway, NH (03860). It is intended to amend the Declaration of Covenants, Restrictions and Easements of Old Mill Estates dated March, 15, 2002, and recorded on March 22, 2002 in Carroll County Registry of Deeds at Book 2009, Page 466.

Said recorded Declaration, at Article 10 allows for amendments at any time by a vote of two-thirds (2/3) of the aggregate voting strength of the Association, ratified by a majority of the Board of Directors, provided:

10.1.1 No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Association at least thirty (30) days in advance of the meeting at which the same is considered; and

10.1.2 An instrument setting forth such amendment and signed by the Secretary of the Association and the Developer if ratification is required in the same manner required for the conveyance of real property is recorded in the Registry of Deeds for the county in which this Declaration is recorded.

This is to certify that the Association's annual meeting took place on September 12, 2020; that written notice of all proposed amendments was provided to all association members in accordance with Section 10.1.1 above, and that the following amendments were enacted by a vote of two-third (2/3) of the aggregate voting strength of the Association and ratified by a majority of the Board of Directors.

Said recorded Declaration is hereby amended as follows:

1. Article 5.9 (Effect of Non-Payment or Default) is amended to add section 5.9.3 as follows:

5.9.3 Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, Covenants and Restrictions, Bylaws and Rules, and any amendments of the same. A default by an Owner shall entitle the Association, acting through the Board of Directors, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, Covenants and Restrictions, Bylaws and Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, by the Board of Directors, or, if appropriate, by any aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his or her acts, neglect or carelessness or the act, neglect or carelessness of any of his or her tenants, guests, employees, agents or invitees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Home or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) Fines, Fees and Penalties. In addition to the above remedies, the Association, acting through its Board of Directors, shall have the power by enactment and promulgation of Rules to assess reasonable fines, fees or penalties upon Owners for violation of any provision of the Declaration, Covenants and Restrictions, Bylaws and Rules. Such fines, fees and penalties may be levied only by affirmative vote of the Board of Directors and may not be imposed unless the Board has provided the Owner(s) with written notice at least ten (10) days prior to the imposition of the same. The notice shall specify the violation of the Declaration, Covenants and Restrictions, Bylaws or Rules for which the fine, fee or penalty is imposed, and shall provide the Owner with contact information and an opportunity to cure the same (or make arrangements satisfactory to the Board) within said ten day period. Any unpaid fines shall be treated as an unpaid assessment for all purposes.

(e) No Waiver of Rights. The failure of the Declarant, Association, Board of Directors, or an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, Covenants and Restrictions, Bylaws or Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies

and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration, Covenants and Restrictions, Bylaws or Rules shall be deemed to be cumulative and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, Covenants and Restrictions, Bylaws or Rules, or at law or in equity.

(f) **Interest and Other Charges.** In the event of a default by any Owner against him or her which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at two percent (2%) per month, whichever is less, from the due date thereof plus any costs of collection and attorney's fees. In addition, the Board of Directors shall have the authority to (i) impose a late payment charge on such defaulting Owners of \$20, or six cents per dollar on any amount so overdue, whichever is greater, and (ii) assess any reasonable amounts charged by a collection agency.

(g) **Abatement and Enjoinment of Violations by Board.** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Covenants and Restrictions, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Home in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof or of the Declaration, and the Declarant. Association and Board of Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; (iii) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

(h) The Board of Directors may, after 30 days' prior written notice to the home owner and home owner's first mortgagee of nonpayment of common assessments, terminate the delinquent home's common privileges and cease supplying a delinquent home with any and all services or utilities (including but not limited to water, plowing, sanding, etc.) normally supplied or paid for by the home owners' association. Any terminated services and privileges shall be restored upon payment of all assessments. The Board has the right to install a water shutoff for any delinquent owner in order to effectuate the termination of services and the costs of said installation, shutoff and reconnection shall be assessed to the delinquent owner as a special assessment.

(i) The Home Owners' association may collect an amount of up to 6 months' common expense assessments in advance from home owners and hold the amount so collected in escrow and, upon default by any home owner in the payment of common expense assessments, apply the same to cure such default.

2. Article 6.2.5 (which addresses Association Land) is deleted in its entirety and to be replaced to read as follows:

6.2.5 Easements to permit maintenance and repair of the exterior of the Home and to permit any modification of the exterior of a Home permitted by the Association. Owners must seek written approval from the Board for an easement to erect garages, install patios, decks (or improvements/additions thereto), firepits, hot tubs, etc. prior to commencing any of the aforementioned activities. The Board has the authority to adopt rules regarding what easements shall be granted for and the process to review written applications from Owners to modify the exterior of their Home or to make any of the above referenced additions. Owners will own and be solely responsible for all maintenance, repair and other costs, such as insurance for any addition, improvement or modification. Owners and their guests are liable and responsible for any such addition, improvement or other modification to their Home or anything located on Association Land and shall release, indemnify and hold the Association harmless for same.

All of the foregoing easements shall be appurtenant to and shall pass with the title to every Home whether or not expressly mentioned in a deed thereto.

  
Witness

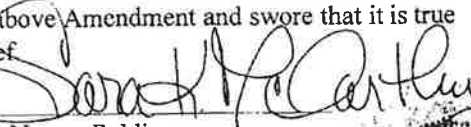
STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

OLD MILL ESTATES OWNERS ASSOCIATION

By:   
Aymie Mullins, President

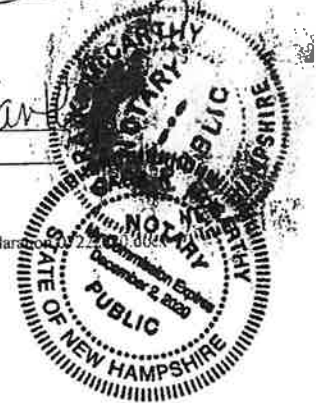
Personally appeared the person signing the above Amendment and swore that it is true and complete to the best of her knowledge and belief

Before me,

  
Notary Public

Type or Print Name of Notary Public: 

My Commission Expires: 12.2.20





Carroll County NH ROD TID: 4243641 Bk:3689 Pg:0708  
09/15/2022 10:21 AM Pg 1/2 Doc # 202200107400

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**EIGHTH AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS  
OLD MILL ESTATES OWNERS ASSOCIATION**

This Amendment is executed by Old Mill Estates Owners Association ("Association"), a corporation duly organized and existing under the laws of New Hampshire, with principal office in Conway, Carroll County, New Hampshire; and Edward J. Poliquin, Jr. and Grafton B. Carrier as Co-Trustees of the OME Realty Trust ("Developer"), under Declaration of Trust dated October 1, 2001, having a mailing address of P.O. Box 1880, North Conway, NH (03860). It is intended to amend the Declaration of Covenants, Restrictions and Easements of Old Mill Estates dated March, 15, 2002, and recorded on March 22, 2002 in Carroll County Registry of Deeds at Book 2009, Page 466.

Said recorded Declaration, at Article 10 allows for amendments at any time by a vote of two-thirds (2/3) of the aggregate voting strength of the Association, ratified by a majority of the Board of Directors, provided:

10.1.1 No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Association at least thirty (30) days in advance of the meeting at which the same is considered; and

10.1.2 An instrument setting forth such amendment and signed by the Secretary of the Association and the Developer if ratification is required in the same manner required for the conveyance of real property is recorded in the Registry of Deeds for the county in which this Declaration is recorded.

This is to certify that the Association's annual meeting took place on September 18, 2021; that written notice of all proposed amendments was provided to all association members in accordance with Section 10.1.1 above, and that the following amendments were enacted by a vote of two-third (2/3) of the aggregate voting strength of the Association and ratified by a majority of the Board of Directors.

Said recorded Declaration is hereby amended as follows:

Article 6.2.5 (which addresses Association Land) amended to read as follows:

6.2.5 Easements to permit maintenance and repair of the exterior of the Home and to permit any modification of the exterior of a Home permitted by the Association. Owners must seek written approval from the Board for an easement to erect new structures, garages, install patios, decks (or improvements/additions thereto), sheds, firepits, hot tubs, prior to commencing any of the aforementioned activities. *The Association has the authority to adopt rules regarding what easements shall be granted for. The Board of Directors shall have the authority to adopt rules regarding the process to review written applications from Owners to modify the exterior of their Home or to make any of the above referenced additions.* Owners will own and be solely responsible for all maintenance, repair and other costs, such as insurance for any addition, improvement or modification. Owners and their guests are liable and responsible for any such addition, improvement or other modification to their Home or anything located on Association Land and shall release, indemnify and hold the Association harmless for same.

All of the foregoing easements shall be appurtenant to and shall pass with the title to every Home whether or not expressly mentioned in a deed thereto.

OLD MILL ESTATES OWNERS ASSOCIATION

  
Witness Conner Shipp

By:   
Aynne Mullins 9/9/2022  
Its: President

STATE OF NEW HAMPSHIRE  
COUTNY OF CARROLL

Personally appeared the person signing the above Amendment and swore that it is true and complete to the best of her knowledge and belief.

Before me,   
Notary Public

Type or Print Name of Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

