

LONG BAY HOMEOWNERS ASSOCIATION II
Laconia, NH
RULES & REGULATIONS
As Amended May 30, 2023

Section I PURPOSE:

The degree to which residents respect each other's right to the quiet enjoyment of the community will ultimately shape the quality of life at Long Bay. These Rules and Regulations are adopted for the benefit of Owners and Residents of Long Bay. They are intended to help preserve the clean, pleasant and attractive environment of our community, instill the peaceful enjoyment of Long Bay by Owners / Residents, and protect/enhance the value of the Owners' property. They are not intended to unduly burden Owners or to unduly restrict the use of the property.

Section II DEFINITIONS:

- (a) Board or Board of Directors:** Board of Directors of Long Bay Homeowners Association II.
- (b) Association:** All of Long Bay Homeowners Association II, including the Limited Common Area and Common Area.
- (c) Common Area:** As defined in the Legal Documents.
- (d) Limited Common Area:** As defined in the Legal Documents.
- (e) Unit Owner:** The holder of a deed to a Unit.
- (f) Unit:** A residential unit with boundaries as defined by the Declaration.
- (g) Tenant:** The person(s) whom the Unit Owner allows to occupy a Unit either by written lease or by Tenant-at-Will.
- (h) Guest:** A visitor, invited or not invited, who is temporarily on the premises of the Association through a relationship with a Unit Owner or a Tenant.
- (i) Management:** The Association's management company as per the contract with the Association through the Board of Directors.
- (j) Legal Documents:** The Association's Declaration, Bylaws and Rules and Regulations as amended.
- (k) Property:** The Association.
- (l) Resident:** An owner or tenant who occupies a unit at the Association.
- (m) Written Complaint:** A complaint of an alleged violation of Declaration, Bylaws and/or Rules and Regulations submitted by letter, fax or email.

Section III RULES & REGULATIONS:

A. Association Contractors/Personnel: Unless authorized by the Board of Directors, no owner, tenant or guest shall direct, supervise or in any manner attempt to assert control over any employee(s) or contractors of the Association.

B. Beach: Use of the beach and all of its appurtenant facilities is restricted to owners, tenants and their guests. No child under the age of 14 will be allowed in the beach, pool, or dock areas unless accompanied by an adult. Posted regulations shall be observed by all. The beach house shall be used in such a manner as to avoid the accumulation of debris and damage. Parents of children who cause damage here, or at any amenity site, shall be held responsible for the costs of repairs.

C. Beach House & Greenbelt Use: The Beach House and the Greenbelt recreation area may be used for private social gatherings, condominium association meetings and such other functions as the Board may approve upon application made to the Board. The Board may charge a fee for use of a strictly private nature, and impose restrictions to insure proper use, maintenance and condition of the property. Entry to the Beach House may be refused to any person who violates the regulations pertaining to the use of the Beach House under any circumstances or is not current in the payment of any fees or assessments owed to the Association.

The following rules apply to beach use:

1. Our beaches are for use by residents and their guests only.
2. Clean-up completely after your use.
3. No glassware on the beaches.
4. No pets on beaches, playground, or in swim area.
5. No open fires allowed; Bar-B-Q only at picnic area.
6. No fishing inside swim areas.
7. There is no lifeguard on duty.
8. Long Bay Association assumes no liability for using these facilities. Use at your own risk.

D. Boats and Boating: The Boat Club will publish rules and regulations regarding boats and their proper use. All owners are required to adhere to all published boat rules and all state regulations.

1. Day Dock usage hours are from 10 am - 7 pm.
2. Overnight storage of boats at the Day Docks are allowed only by reservation through the property manager's office.
3. All forms for overnight storage must be filled out correctly and completely and signed by the boat owner. Bow number must be included.
4. Overnight storage hours are from 7 pm - 10 am.
5. Boat owners who do not adhere to the rules regarding the use of the Day Docks may face fines and may lose the privilege to use these docks entirely for the season.

6. Anyone LB owner who docks their boat overnight at our day docks without a confirmed reservation from the property manager's office will be subject to an immediate \$100 fine.

E. Building and Building Exteriors: The rules pertaining to design, construction, maintenance and alteration of any building are within the scope of the Building Committee, and reference is made to Section 3 of the Declaration and to rules established by the Long Bay Homeowners Association Building Committee.

F. Common Areas: No waste shall be committed, or noxious or offensive use made of common areas that would be an annoyance or a nuisance to others, such as, but not limited to, littering, damage to common areas, unruly gatherings or unreasonable noise.

G. Construction Vehicles & Work Hours:

1. In order to preserve the common roads of the Association from rapid deterioration due to use by heavy construction vehicles, the Board may restrict the use thereof as may be deemed prudent from the stand point of the weight of the vehicle, the condition of the road, the seasonal conditions existing and such other factors as would warrant impositions of restrictions. Any such restrictions as may be imposed from time to time by the Board may be posted at the entrance to Long Bay and/or will be communicated directly to the owners, contractors and developers who have active construction projects ongoing at the time.
2. No owner or developer shall employ contractors to work, or shall themselves work, on construction projects at hours that, by virtue of the noise or activities, is likely to create an annoyance to other owners or residents.
3. For purposes of this section normal hours shall be 7:30 A.M. to 6:00 P.M. Monday - Saturday. No construction work is permitted on Sundays or bank holidays.
4. Contractors must provide all normal safety measures, including but not limited to safety cones, signs, barriers, flagmen directing traffic, etc., to make sure vehicle and pedestrian traffic can utilize the roads safely during their project. They must restore the roadway to the original condition it was in before they started their work.
5. Contractors must provide abutters 3 days notice of impending tree removal prior to the actual work.

H. Exterior of Buildings: The owner shall keep the exterior of the home and any appurtenances in a neat and clean condition at all times and in a good state of repair.

I. Fireworks Policy: (Modified August 25, 2020)

Use of fireworks is forbidden on any property within Long Bay.

J. Future Improvements: Any future improvements made by the Association, such as, but not limited to, additional tennis courts, trash disposal facilities, vehicle storage facilities, grounds keeping and maintenance facilities, , shall be governed by these rules and any other rules as may be more particularly required for the proper use of such facility or improvement.

K. Memorials: In 2016, the Long Bay Board discovered that there was no policy statement or set of procedures in place to handle a request from Long Bay homeowners to place a donated memorial bench on our common land. This created a number of concerns for the Board such as precedent setting, suitable locations, the number of possible requests in the future, and architectural control. Therefore, the Long Bay Board is entering the following policy into our records for future Board guidance.

1. The deceased party must have been an owner of a built residence in Long Bay for a minimum of 3 years.
2. The Board has a responsibility to determine the support for this request. Documentation required would be a list of names of donors with their current Long Bay addresses. This group must NOT approach the deceased's family with the idea of the memorial until the Board approves the request.
3. The type, size and style of the memorial will have a direct impact on the approval process. Larger memorials are harder to place due to the extremely limited amount of appropriate available space. The Board is responsible for determining whether the request is in line with existing placements. The Board can also consider supporting memorials for off-site placement. Documentation required is a diagram with actual measurements of the memorial, a sample of material to be used, a drawing or artist's rendition of the finished product including color, and a mock-up of the proposed inscription.
4. Once the Board has had enough time to confer with the Building Committee and formulate its decision on whether to accept or deny the placement of the memorial, the Board will invite representatives of the donating group to a regular session of its monthly Board meetings for a discussion of its findings.
5. If the Board finds in favor of the memorial, the donors will need to meet with the family of the deceased to get their approval. That approval should be in the form of a letter addressed to the Board from the deceased's family approving the actions of the donors and the description of the approved memorial.
6. An installation date will be determined by the donors and the Board in conjunction with the family of the deceased.

L. Motor Vehicles:

1. For purposes of this section, a motor vehicle is defined as any passenger car, pickup truck or van type vehicle, motorcycle, moped, motor scooter, golf cart and/or snowmobile.
2. Subject to the rules and regulations of this section, private passenger cars, pick-up trucks, vans, motorcycles, mopeds and motor scooters are permitted in the Association.
3. If required by the State of New Hampshire, all vehicles shall have a current inspection and registration decals from any state or Canadian province.
4. The speed limit on Long Bay Drive and all roads controlled by Long Bay Homeowners Association is 25 miles per hour, unless posted otherwise.
5. The number of vehicles at any unit shall not exceed the unit's on-site asphalt and/or garage parking capacity.

M. Recreational Motor Vehicles:

1. Subject to these rules and regulations, golf carts, motorized scooters and snowmobiles are the only motorized recreational vehicles allowed to be operated on the property.
2. All-terrain vehicles (ATV) are not permitted within the Association.
3. No persons shall operate or attempt to operate any motor vehicle, while under the influence of intoxicating liquor or any illegal drug or cannabis.
4. Every recreational motor vehicle shall be insured with Comprehensive Family Liability coverage or comparable coverage in an amount of at least \$100,000. Upon request of the Board or Management Company, proof of required insurance shall be provided within 15 days.
5. With the exception to the rules regarding Golf Carts, all laws, regulations, and Rules of the Road governing motor vehicles in the State of New Hampshire, shall pertain to use of any motor vehicles on the private roads of the Association, inclusive of, but not limited to age limitations, posted speed limits, stop signs, pavement markings, excessive noise and operating to endanger.
6. Snowmobiles: During the winter season, snowmobiles may be operated on the paved common areas, walking trails, recognized snowmobile trails, and common area parking lots.
7. With the exception of snowmobiles and golf carts, use of any motor vehicle, including any recreational motor vehicle shall be limited to the paved roadways, driveways and designated parking areas of the Association.
8. The Rules relative to Penalties shall apply to use of all recreational motor vehicles.
9. Golf Carts: **(Modified May 10, 2022)**

Introduction – Golf cart use has become extremely popular in South Down and Long Bay. Although golf carts offer a pleasant way to travel within the properties and enjoy

the amenities, they also pose safety concerns. Accordingly, the following additional rules shall apply to golf carts.

A. Registration – All golf carts garaged or mainly parked in Long Bay must be registered annually through the Management Company and properly display the issued registration on prescribed designated areas : at the front of the cart, and one back bumper. In addition to the larger registration stickers, smaller stickers shall be issued annually to signify ongoing compliance with these registration requirements.

Golf carts garaged or mainly parked in South Down may be operated on allowed areas in Long Bay provided they display a current South Down registration and are otherwise operated in full compliance with these rules.

Golf carts bearing neither a Long Bay nor South Down registration sticker are prohibited.

Any Golf carts operated in Long Bay in violation of these registration requirements may be towed or otherwise disabled and/or impounded pending satisfaction of such sanctions as the Board imposes regardless of the place of place of origin.

B. Required Documents-Upon acquiring a golf cart to be used on the property and annually thereafter, each golf cart owner shall provide Management with a current certificate of insurance, including Comprehensive Family Liability coverage or comparable coverage in an amount of at least \$100,000.

C. Compliance-Management shall be responsible for assuring ongoing compliance with annual registration of golf carts and for assuring current waiver and insurance documentation is on file. A list of all golf cart registrations, sorted by their assigned number, and including a notation regarding their annual compliance, shall be published at least once annually and available to all property owners.

D. Operational Age Requirements - Golf cart operation in Long Bay is restricted to licensed drivers only. Unlicensed drivers on Long Bay Roads or areas shall be deemed to be in violation of these rules and subject to any penalties allowed under these rules, including penalties and impoundment of the golf cart.

E. Operation Requirements **(Amended May 10, 2022)** –

1. Golf carts shall be operated only on the right side of the road.
2. Golf cart drivers shall comply with all traffic rules and regulations of the State of New Hampshire.
3. Golf cart drivers shall yield the right of way to on-coming motor vehicle traffic and to vehicles approaching from the rear.
4. Golf cart drivers must reduce speed when approaching pedestrians who always have the right of way.
5. Operation of golf carts by persons impaired by alcoholic beverages or illegal substances is prohibited.

6. Any operation of a golf cart following alcohol consumption by operators below the legal drinking age is prohibited.

7. Any transportation of alcoholic beverages in a golf cart by operators below the legal drinking age is prohibited.

F. Passenger Requirements – Golf carts shall not be operated with more passengers than seats on the golf cart. All passengers must remain seated while the cart is moving.

G. Areas of Operation-Golf carts may be operated on the roadways of the Association, in parking lots and on the walkways to the beaches. They may also be operated on the unpaved path running parallel to Paugus Bay to the beaches and the meeting house, on the small hill that accesses that path, on the paved path that runs from the beaches and the meeting house uphill to Cow Path Lane and the path running parallel to the railroad tracks to the boat docks. Golf carts may not be operated on trails designated as walking trails, on other common areas, or on the property of another member.

H. Equipment – All golf carts must have operational head and tail lights when driving after dark, and must be equipped with a rear view mirror.

I. Safety Restrictions – The towing of any person is not permitted. Reckless driving to endanger is prohibited as is any operation of a golf cart which creates a nuisance, or risk of safety or damage to property of others.

J. Other Vehicles: With the exception of snowmobiles and golf carts, use of any motor vehicle, including any recreational motor vehicle, shall be limited to the paved roadways, driveways and designated parking areas of the association.

K. Violations-The Rules relative to Penalties shall apply to use of Golf Carts and all other recreational motor vehicles.

N. Nuisance and Noise.

1. No use or practice shall be allowed which is an unreasonable source of annoyance to owners and residents or which unreasonably interferes with the peaceful possession and enjoyment of their premises by owners and residents.
2. Musical and electronic equipment shall not be played so loud as to become a nuisance.
3. The curfew hour for noise is deemed to be 10 p.m.

O. Outdoor Equipment & Personal Property.

1. No signs, clotheslines, antennas, refuse or refuse containers, loose clothing / towels on decks or fences, or similar equipment or material shall be placed or maintained in public view or view of other owners.
2. Satellite dishes are permitted subject to the rules of the Federal Communication Commission.
3. No boats shall be stored in view of the general public or other owners, except such storage facilities as utilized on boat property.
4. Trailers cannot be stored in public view. Trailers cannot be stored on the common property.

P. Pets

1. Pets shall not be allowed to become a nuisance.
2. Dogs shall be leashed when outside of an owner's premises.
3. For sanitary purposes, solid pet waste is to be collected from all maintained common areas.
4. Dogs are prohibited from the beach and pool areas.

Q. Pool Usage

1. Only members in good standing will be allowed to use the pool.
2. Children under the age of 14 need to be accompanied by an adult.
3. No pets in the pool area.
4. No food or drink in the water.
5. No glass containers of any kind allowed inside the pool area.
6. No running or diving.
7. Babies must wear swim diapers.

R. Real Estate Signs

Notwithstanding the general prohibition against signs, the display of a sign advertising the sale or open house of a unit or lot by an owner shall be permitted in the following manner:

1. The Board may, from time-to-time, establish a sign design that is uniform in size, color and lettering indicating that a unit or lot is available for sale. This sign shall contain an opening to allow an insert section bearing information of the real estate broker handling the sale for the unit owner, or by the unit owner in the event of an "owner" listing.
2. A free-standing Unit that is readily visible from the road shall be allowed one sign. Where units for sale are part of a village complex where such a sign is not readily visible, each such village may provide one common sign of similar design at its

entrance which shall designate by number(s) which unit(s) is (are) currently for sale, and the unit owners thereof may place individual brokerage signs of the aforementioned design in sufficiently close proximity to their unit that is for sale so as to avoid confusion with adjacent units.

3. Developers actively engaged in the construction of multiple units shall be allowed to advertise the availability of their units by suitable signs showing the layout of their lots and roads, in such numbers, size, content and location as approved by the Building Committee.
4. Open House Signs may be posted on the common area no earlier than one (1) hour before and no later than one (1) hour after the published hours of the open house.
5. "For Sale", "For Rent" or "Open House" signs shall not be placed in any unit window.
6. It is the unit owner's responsibility to ensure that their real estate agent complies with the sign provisions of this section.
7. The aforementioned shall be at the expense of the owner, developer, or their agent.

S. Residential Use. No unit shall be used for a business or professional purpose. Rental of a unit by an owner is not considered a business, but the tenant shall be bound by the same prohibition against the conduct of a business therein.

T. Speed Limits. The speed limit on Long Bay Drive and all roads controlled by Long Bay Homeowners Association is 25 miles per hour, unless posted otherwise.

U. Tree Removal.

1. Any person wishing to cut down or top a tree on their property or adjoining common land, which, when measured at 2 feet above the ground, is 4 inches or greater in diameter, must fill out a Tree Removal Application and submit it to the Building Committee for approval. Anyone wishing to cut a tree down, within 250' of the lake, must get additional approval from the City of Laconia and/or the State.
2. The person filing the Tree Removal Form should list all abutters to their property and attempt to get their signature on the form. This signature only indicates that the abutter has been given prior notification of the impending tree removal. The completed form should be given to the Tree Removal Committee for review. They will forward the form to the Building Committee with their recommendation. Tree Removal Applications are available at the office of the present management company or on the LBHOA II website.
3. Abutter- Any private or common property that touches your property. In the case of condominium lots which are surrounded by common land, any adjacent condo lot, as well as the village that you are within, are considered abutters.

V. Outdoor Fires.

1. Except as allowed under these Rules, outdoor fires are prohibited in Long Bay.

2. Any person wishing to ignite an outdoor fire shall first submit an application on an approved form to the Long Bay Building Committee. In considering whether to grant or deny the request, the Building Committee shall consider the following:
 - a. Open or un-contained fires are prohibited at all times and may not be approved.
 - b. Approved fires must be contained in an appliance, such as:
 - i. An outdoor fireplace
 - ii. A fire pit of not greater than four feet in diameter with a screen mesh or other material to prevent flying sparks.
 - iii. Any other device that contains the burning material and has a reasonable means of preventing flying sparks.
 - c. Any fire pit or other device of 2 feet in diameter or less, shall be located no less than 25 feet from any structure or other combustible material. Any fire pit or other device greater than 2 feet in diameter shall be located no less than 50 feet from any structure or other combustible material. In addition, the device may not be located in any area that poses a potential safety hazard, or that is likely to result in annoyance to neighbors due to smoke, flying sparks, or other such factors.
3. Following approval by the Building Committee, the applicant shall also acquire a permit to conduct an outdoor fire from the Laconia Fire Department on an annual basis and shall submit a copy of the permit to the Building Committee and the Management Company. No such permit issued prior to the date of Building Committee approval shall be considered valid for purposes of complying with these Rules.
4. When conducting an outdoor fire as allowed under these Rules, the following limitations shall also apply:
 - a. The material to be burned shall consist of either
 - i. Wood or brush no larger than five inches in diameter in wood burning devices; or
 - ii. Propane in devices designed for propane burning.
 - b. A responsible adult shall be physically present during the entire time that burning is taking place.
 - c. Burning may only take place between 5:00 pm and 11:00 pm.

- d. Sufficient materials to extinguish the fire shall be present. These shall include a hose or fire extinguisher, as well as a rake, shovel, or other such tool.
 - e. Covering the fire with dirt alone will not be considered sufficient to extinguish the fire.
 - f. The burning must also comply with all other laws and regulations of the State of New Hampshire and the City of Laconia.
- 5. The Building Committee may revoke its approval at any time for failure to comply with these rules, or for other circumstances that create an unreasonable risk of damage to persons or property, or undue annoyance to other residents.
 - 6. These rules shall not prohibit, or regulate, the reasonable use of outdoor barbeque equipment at Long Bay.

W. Leases and Rentals. (Adopted December 15, 2021, Amended February 22, 2022)

- 1. **Limitations:** No Long Bay property may be rented or leased or advertised for rental or lease except in strict conformity with the limitations contained in the Long Bay Declaration. Specifically:
 - a. Rentals or leases for a period of less than 30 consecutive nights are prohibited.
 - b. Rentals or leases must strictly comply with all governmental ordinances and regulations.

Management shall be responsible for reporting all known violations to the Board of Directors and for notifying real estate and rental agencies who normally do business in the Laconia area of these rules.

- 2. **Occupancy:** No property may be rented or leased or advertised for rental or lease for more occupants than it can reasonably accommodate. Specifically:
 - a. No more than three occupants are allowed for each bedroom in the property.
 - b. No more than 15 occupants maximum may occupy the property.

Management shall not accept or approve any tenant registration that indicates occupancy in violation of this Rule.

- 3. **Parking:** All vehicles used by tenant(s), including their guests shall be parked in the driveway or garage of the leased property. On street parking by tenant(s) or their guests is prohibited.

4. **Registration:** At least 14 days prior to the rental, the tenant(s) shall register with Long Bay's Management Company, Evergreen Management, 1921 Parade Road, Laconia New Hampshire. (In appropriate cases, Management may relax the 14 day minimum period).

The registration shall be on a form approved by the Board and/or the Management Company and shall include the following:

- a. Name, home address and contact information including telephone number(s) for tenant(s).
- b. Address of property.
- c. Beginning and ending dates of tenancy.
- d. Names of all persons to occupy the property; the same not to exceed allowable limitations.
- e. Registration information for all vehicles to be driven on property. In the case of a rental motor vehicle the registration shall be provided as soon as practical.
- f. The tenant(s)' written agreement to strictly abide by all Long Bay and applicable Village rules which shall be provided as part of the registration process.
- g. The name and contact information of any agent through whom the property was rented.

Management shall be responsible for reviewing and approving all such registration requests and may charge the tenant a reasonable fee for processing the application.

5. **Golf Carts:** Only golf carts already properly registered in Long Bay may be operated by tenants on Long Bay roads. Use of rental golf carts by tenants is prohibited.

6. **Amenities:**

Access to Long Bay Amenities, including the club house, pool, beaches and tennis courts shall only be allowed to tenant(s) who can produce proof of registration as required under these rules.

Management will provide a Registration Pass with the dates of the lease for access to the amenities.

7. **Damages and Penalties:**

- a. Property owner(s) shall be responsible for any damages caused by the actions of their tenant(s) and their tenant(s)' guests and shall be further responsible for any penalties assessed for violation of the Long Bay or Village rules during the tenancy.
- b. In addition, any owner(s) who rent or lease their property shall be deemed to indemnify and hold free and harmless the Association, any Village in which the

- property is located, the Managing Agent and all other residents from any loss, claim or liability of any kind or character arising by reason of the tenancy.
- c. The procedures contained Section IV of the Long Bay Rules shall apply to any damages or penalties arising from a tenancy.
 - d. In addition to any penalties in Section IV of the Long Bay Rules and any other remedies in the Long Bay Declaration, By-Laws and Rules, the amount of the penalty shall include but not be limited to:
 1. A per diem penalty against any owner who violates any portion of the 30 day minimum rental provisions of the Declaration and these Rules. Unless exceptional circumstances exist, the penalty per day shall be not less than \$250;
 2. A penalty in an amount to be determined by the Board for any other rule violations committed during the tenancy; and
 3. Such further amounts as may be necessary to reimburse the Association, any of its Villages or Residents or agents for any damages caused during the tenancy.

X. Infractions by Non-Residents: (Adopted May 30, 2023)

The Long Bay Association, through its Board of Directors, may immediately restrict or prohibit access to all or any portion of the Association's property to any non-member who commits a severe or repeated infraction within such property. "Infraction" may include any activity that, if conducted by a Long Bay resident would be a violation of the Association's governing documents or rules. It may also include any other activity that, in the opinion of the Board of Directors, creates a safety hazard or risk of liability to the Association, any of its Villages or residents.

The Board of Directors shall promptly notify the offending party of such action. Following notification, further access by the offending person or use in violation of any restriction(s) imposed shall be considered trespass. The Board may request enforcement of the restriction or prohibition from law enforcement.

Section IV ENFORCEMENT & PENALTY PROVISIONS: (Modified October 12, 2019)

1. **AUTHORITY:** The Board of Directors has established these Enforcement Rules and Procedures pursuant to its rule making authority under Article 7(iv) of the Long Bay Declaration. They are intended to supplement existing rights and remedies under the Long Bay Declaration and By-Laws, as well as previously established Rules and any future amendments.
2. **PURPOSE:** These rules and procedures are established to define a fair, practical process by which the rights and responsibilities of all persons subject to the above- referenced documents can be implemented.

3. **SCOPE:** These rules and procedures apply to all property owners, family members, guests, agents, contractors and tenants of property owners at Long Bay. Each property owner is responsible for the conduct of any and all violations by such owner's family members, guests, agents, contractors and tenants and for the family members, guests, agents, contractors and subtenants of any tenant.

4. PRELIMINARY PROCESS:

- A. A violation is defined as any activity disallowed under the Long Bay Declaration, By-Laws, Rules or any future amendments to either.
- B. Any person(s) affected by a violation are encouraged to communicate with the alleged offender(s) and with the Management Company, who will then review them with the Board. The Board may refuse to act unless such communication has taken place.
- C. All complaints by persons affected by an alleged violation shall be in writing and addressed to the Board of Directors through the Association's management company. In addition, the Board may take notice of any violation by communication from the Management Company, from any law enforcement entity, or other governmental entity, or from its own independent knowledge.
- D. Upon receipt of any notice described above, the Board shall review the allegations to determine whether there are reasonable grounds to believe a violation has taken place and the person(s) causing the violation can be reasonably identified. The Board may (but shall not be required to) informally notify the alleged offending party(s) and attempt to resolve the matter on a voluntary basis. In the absence of this informal notice and resolution, the Board shall send a written notice of the complaint to the alleged offending party(s).
- E. If the Board decides not accept the written complaint, it shall notify the complaining party(s) of its actions and the reasons for them.

5. COMPLAINT PROCESS:

- A. The Notice of Complaint shall be sent to the alleged offending party(s) in writing by letter, fax or email. It shall include:
 - 1. Date of the violation
 - 2. Specific rule(s) involved

3. Whether the complaint is a First, Second or subsequent notification of the same or similar Rules.
 4. Copies of any documentation provided by the complaining party(s).
 5. A copy of these Rules.
 6. Such other information or documents the Board deems relevant to the alleged violation.
- B. The alleged offending party(s) shall have 15 days to respond to the complaint.
- C. Should the alleged offending party(s) dispute the allegations, the process shall to formal resolution as set forth below.
- D. In the absence of a response, or if the alleged offending party(s) admit the allegations, the process shall proceed under these rules to determine the appropriate sanctions, if any.
- 6. RESOLUTION:**
- A. If the alleged offending party(s) dispute any portion of the complaint, the Board of Directors shall promptly establish a date to meet with the alleged offending party(s) to review the matter. The meeting may be either in person or by telephonic or electronic communication. Any other people interested in the matter or with knowledge of it and/or their representatives may take part in the meeting.
- B. Within 15 days of the meeting, the Board of Directors shall determine whether a violation has occurred and, if so, the appropriate sanctions, if any. The Board's decision shall be in writing and shall include factual determinations to support any findings of violation and the basis for any sanctions it imposes. This writing shall be sent to all interested party(s).
- C. If the alleged offending party(s) do not respond to the complaint or acknowledge the violation, the Board shall proceed under subparagraphs A and B; however, the subject of the meeting shall be limited to sanctions, if any, to be imposed.
- D. If the alleged offending party(s) or any other interested party(s) disagrees with the Board's findings or determinations, a request for reconsideration or clarification may be filed within 15 days of the Board's notification. The request shall be in writing and shall state the specific facts or determinations for which reconsideration is requested and the reasons for the request. The Board of Directors shall review the request at its next regular or special meeting. The Board's decision shall be provided to all interested parties and shall be final.

7. SANCTIONS:

A. Categorization of Violations:

- i. Simple: Isolated minor infractions that cause no damage or minimal damage. Examples include failure to file proper paperwork and use of property or amenities in a manner that is not consistent with applicable procedural rules.
- ii. Simple Repetitive: Any violations that, although minor in nature, take place on an ongoing or repeated basis.
- iii. Serious: Infractions that cause or threaten to cause substantial damage to persons or property or that create diminution of property value to others or to the Long Bay Community as a whole. Examples include damage or destruction to property of others or any common or limited common area.
- iv. Emergency: Serious violations in which the Rules Committee or the Board has determined there is need for immediate intervention to prevent a serious ongoing threat to persons or property.

B. General Monetary Sanctions:

The following shall be the general guidelines to be utilized by the Board in considering monetary sanctions.

1. For simple infractions the monetary sanctions shall consist of a fine not to exceed \$100 plus reimbursement for any minor damages or costs incurred. For the first simple infraction, a letter may be sent instead of a monetary sanction.
2. For repeated simple infractions the sanctions shall be increased by up to \$100 for each subsequent violation, to a maximum of \$300 per violation in addition to reimbursement for any further minor damages or costs incurred. Should the activities indicate an intention to avoid or circumvent compliance, the sanctions for serious violations shall apply instead.
3. For serious infractions, there shall be two goals in determining sanctions:
 - i. Reimbursement-The responsible party(s) may be responsible for compensating the Association and/or any of its villages, property owners or other damaged persons for all or a portion of the losses caused, plus costs and fees associated with the offending activity.

- ii. Deterrence-In addition to reimbursement, the responsible party(s) may be assessed an additional fine of up to \$1,000 per violation to deter future infractions. All or any portion of the fine may be suspended providing the offending party(s) do not commit any further similar violations for a period of one year.

C. Considerations:

The Board may consider the following factors in determining whether to apply sanctions and, if so, the appropriate sanctions.

1. Whether the infraction is likely to be remedied by a simple request or warning.
2. Whether the offending party has committed similar infractions in the past or threatens to commit them in the future.
3. The actual monetary amount of any damage cause by the violation together with any associated costs associated with enforcement.
4. The effect that any additional assessment will have to deter future violations of a similar nature by the offending party or others.
5. Any aggravating or mitigating facts or circumstances associated with the violation

D. Additional Provisions:

1. Notwithstanding any of the above, if the violation is an emergency as defined below, the Board may bypass the above process and take immediate action to prevent serious injury to persons or property.
2. These guidelines shall not limit the Board from imposing additional or enhanced sanctions if the circumstances justify them.
3. These guidelines shall not limit the Board's right to pursue additional remedies allowed under the Declaration and By-Laws and Rules, including but not limited to suspension of privileges. They shall also not limit the Board's right to pursue any additional remedies allowed by Law.
4. These guidelines shall not limit any additional rights of the villages of Long Bay, any property owners, their insurance companies or other parties injured by the actions of others.

E. Specific Violations:

1. Unauthorized tree removal or trimming:
Unauthorized cutting or trimming of trees has been a persistent problem at Long Bay and threatens to continue into the future. Determination of appropriate sanctions has been complicated by the difficulty in calculating the monetary value of trees that have been wrongfully removed or trimmed.

Accordingly, the following rules shall apply:

- i. Any removal of a tree in violation of the Declaration or the substantial trimming of trees without authority shall be considered a serious violation.
- ii. The reimbursement cost for any tree removed without authority shall be set at the cost of materials and labor to plant a comparable tree multiplied by up to 5 times, taking into account the size, location, and condition of the tree(s) removed.
- iii. The deterrence portion of the violation shall be calculated under these rules for serious violations.

2. Golf Carts and other recreational motor vehicles:

In addition to the other enforcement remedies, the Board may impose the following:

- i. If a golf cart is operated without current registration or documentation, the Board may prohibit its further operation at Long Bay. Alternatively, the Board may immediately have it impounded or disabled pending satisfaction of such other penalties as it imposes.
- ii. In the case of any serious violation involving a golf cart or any other recreational motor vehicle, the Board may similarly prohibit its further operation at Long Bay. Alternatively, the Board may immediately have it impounded or disabled pending satisfaction of such other penalties as it imposes.
- iii. If the prohibited activity on any recreational motor vehicle involves violation of New Hampshire Law, the Board may report the matter to the Laconia Police.

The following is a summary of the procedure the Board is to follow regarding delinquent assessments or other monetary obligations:

Days Past Due	Action Taken
30 Days	Statement sent to delinquent member and interest charges start. Interest is charged at 18% per annum, compounded monthly.

60 Days	Sixty Day Notice sent to delinquent member with notice of intent to lien at 90 days.
90 Days	Attorney Demand letter sent with copy of lien to be filed if not paid within 15 days of notice. Delinquent member account charged to record application of lien costs, and the release of lien costs when the account becomes current.
105 Days	Lien filed. Report of delinquent member sent to credit bureau and costs for this action charged to member account.
120 Days	Pursuit of further legal action after credit report is received and collection attorney submits an estimate of legal costs. If standard attorney letter is sent, an initial legal fee will be incurred and charged to the members account. Thereafter, all legal and collection fees will be charged to the delinquent member account for collection upon settlement.

Section V. GENERAL PROVISIONS:

A. Severability: In the event that any applicable Federal, State or Local law or any provision of the Declaration or Bylaws shall be in conflict with and prevail over these rules, it is the intention of the Board of Directors that these rules be considered severable and that the invalidation of any rule or part thereof contained herein shall not invalidate the remaining rules or parts of rules.

B. Waiver: No provision contained in these rules and regulations shall be deemed to have been waived (except where a right is dependent upon a notice to be given within a specified period), irrespective of the number of violations or breaches that may occur.

C. Rule Modifications: (Modified December 21, 2019) Any Rule change approved by the Board under Section 9-100 of the By-Laws shall be published to the membership as soon as practical and shall be effective upon such publication. Any member who wishes to challenge or amend the Rule change as allowed under Section 9-100 may do so at a special meeting called under By-Law section 2-400 or at the Annual Meeting provided notice is given at least five days prior to the Annual Meeting.

For purposes of this section, publication can consist of posting the text of the rule on the Association's web site and sending an email notice to the membership that a rule change has taken and is available for review on the web site. In addition, a hard copy of the new Rule shall be available at the next Town Hall Meeting and the next Annual Meeting.

D. Owner Responsibility:

1. It is the responsibility of the unit owner(s) to make themselves, members of their family and guests familiar with these rules and regulations and to ensure compliance with these rules and regulations.
2. Unit owner(s) are solely responsible for providing their tenant(s) with a copy of the Association's Declaration, Bylaws, and Rules and Regulations and ensuring their compliance with the provisions of the Declaration, Bylaws and Rules and Regulations of the Long Bay Homeowners Association.
3. All owners and residents shall, at all times, comply with these Rules and Regulations and shall see that these rules are observed by their families, guests, and/or tenants and their tenants' families and/or guests.
4. Owners shall be responsible for the actions of their family members, guests, tenant(s) and their tenant's family members and guest, and shall be liable for any warnings, fines, penalties or maintenance charges imposed against the unit by the Board on account of any failure of such persons to abide by these Rules and Regulations.
5. Upon request from the Board of Directors, an owner shall provide within 15 days of the request, the tenant's name and contact information to either the Board of Directors or Management Company.

E. Damage to Common or Limited Common Area:

1. Any damage to the Common and Limited Common Areas caused by a unit owner, their tenant or guests will be repaired by the Association, after a 15-day notice to the unit owner, and costs incurred by the Association will be assessed to the appropriate unit. In addition to repair costs, the action causing damage to the common or limited common area will also be subject to fines applicable in these rules.