



Amended and Updated By-Laws Long Bay Homeowners Association II

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Article 1. Purpose and Definitions

1-100. Purpose. The administration of Long Bay Homeowners Association II shall be governed by these By-Laws and all present and future holders of any interest in any Unit or Lot shall hold said interest subject to these By-Laws and the Declaration of Covenants and Restrictions of Long Bay dated April 7, 1986 (the Declaration) promulgated thereunder, and all Amendments thereto, including the Amended and Updated Long Bay Declaration of Covenants and Restrictions dated 11/14/2023.

1-200. Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to Long Bay and to the use and occupancy thereof.

All present and future owners, visitors, tenants, and occupants of Units or Lots and any other persons are subject to these By-Laws.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit or Lot shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, and the provisions of said Declaration, as each or all of them may be amended from time to time.

1-300. Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

For purposes of these By-Laws,

- Unit shall be defined as a building constructed for single family residential occupancy located within Long Bay. In the case of a duplex or any other building constructed for multiple single family residency, each completely segregated residential living area within the building shall be considered a separate Unit.
 - Lot shall be defined as a parcel of land within Long Bay intended for single family residential use, is designated as a lot on the Laconia Tax Map and is either unbuilt or in the process of construction.
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Article 2. Association Members: Meetings

2-100. Definition of Members.

Only Unit or Lot Owners shall be members of the Association.

The membership of the Association shall consist of all of the owners

Membership shall be computed on the basis of the total number of approved single-family Lots and Units at Long Bay.

2-200. Transfer of Membership.

The Association shall not issue stock.

Membership in the Association may be transferred only as an incident to the transfer of title to a Unit or Lot, as and in the manner provided by the Declaration, and upon compliance with all of the terms thereof, shall become effective in accordance with the foregoing, upon recordation of a deed of conveyance to the said Unit or Lot.

2-300. Annual Meeting.

The annual meeting of the Association shall take place during the month of August of each year on a Saturday at 9:00 a.m., or at such other reasonable place or time or date as may be designated by written notice of a majority of the Board of Directors.

2-400. Special Meetings.

Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration and these By-Laws, require the approval of the owners, or for any other reasonable purpose.

Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days' written notice prior to the date of said meeting, unless otherwise stipulated in the Declaration.

2-500. Contents of Notice.

All notices of all members' meetings shall state the time and place thereof and the objects or purposes for which the meeting is called.

Any such notice shall be deemed waived by any owner who expressly waives the same in writing or who is present in person or by proxy or absentee ballot at any such meeting.

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Article 2. Association Members: Meetings, continued

2-600. Quorum. At any meeting of the Association that does not involve the actions described in Section 8g of the Declaration, the presence in person, or by proxy or absentee ballot at the beginning of such meeting of owners holding at least one-half (1/2) of the owners total voting power, shall constitute a quorum, but less than a quorum may transact business if owners holding sixty-six and two thirds percent (66-2/3%) of the voting power not present subsequently assent to the decisions made at said meeting by signing a copy of the Minutes thereof to be filed with the records of the Association.

When a quorum is present, unless otherwise provided in the Declaration, and these By-Laws, a majority of the owners' total voting power present in person, or by proxy or absentee ballot shall decide any business brought before the meeting, including By-Law amendments.

2-700. Voting. At any meeting of the Association, the owners shall be entitled to cast a vote for each Unit or Lot.

The percentage of votes shall be in direct relation to the percentage of payment of all common assessments as described in Section 7-300 below.

Any owner may attend and vote at such meeting in person, or by proxy or absentee ballot, unless restricted by Board action as described in Section 2-800.

The provisions of RSA 356-B:39 shall be used as a guideline for all votes (including proxy votes and the votes of Units or Lots owned by more than one person) at meetings of the Association.

2-800. Voting Requirements. An owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if all assessments made or levied and due against the owner, or the owner's Unit or Lot by the Board of Directors, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable are fully paid at least three (3) days prior to the date fixed for such annual or special meeting.

2-900. Votes by Electronic Means. Any vote under these By-Laws may be taken by electronic means pursuant to amendments adopted by the Board after careful consideration, discussion with membership and approved using the official voting procedures contained in Article 12-100.

**ARTICLE 2-900 AMENDED AUGUST 23, 2025 TO ENABLE E-VOTING.
TEXT REPRODUCED AT END OF THIS DOCUMENT**

Article 3. Board of Directors

3-100. Number. The Board of Directors shall consist of not less than five (5) persons nor more than seven (7) persons. The number to serve for each ensuing year of the Association will be asserted in the voting process for filling the vacancies each year, during the Annual Meeting, by majority vote of the members entitled to vote at the meeting in person, by proxy or absentee ballot.

As part of each vote to fill vacancies and/or to adjust the total number of board seats, the membership shall be advised of the resulting staggering of board seat terms, which will be noted in the Annual Meeting Minutes.

3-200. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, at which time an election shall be held to fill the remaining portion of the three year term assigned to the vacant seat.

3-300. Terms of Office. Beginning with the 2024 annual meeting, Directors shall be elected to numbered seats. Elections for seats shall take place at three year intervals from the beginning election years designated below:

- Seats 1,2 and 3: Set terms of three years beginning 2024.
- Seats 4 and 5: Set terms of three years beginning 2025.
- Seats 6 and 7: Set terms of three years beginning 2026.

3-400. Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors.

Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors by giving three (3) days' personal notice to all of the members of the Board of the time and place of said meeting and the purpose of the meeting.

Any Director may waive notice of a meeting.

A quorum shall be considered to be more than one-half of the members of the Board.

Meetings shall be opened to all members, except that the Board may go into executive session for the purposes of conferring with counsel or dealing with confidential matters, including, but not by way of limitation, consideration or negotiation of pending claims or litigation, personnel matters or matters which, if discussed in public, would likely affect the reputation of any person, and consideration of matters dealing with the acquisition or sale of property.

Continued on next page

Article 3. Board of Directors, continued

3-500. Presiding
Officer.

The presiding officer of the Board of Directors' meetings shall be the President of the Association.

In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

Article 4. Powers and Duties of the Board of Directors

4-100. Powers and Duties of Board of Directors.

The Board of Directors shall have powers and duties specifically conferred upon it by the Declaration and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Association. Without limiting the generality of the foregoing, the Board shall have the power and duty to obtain the following items for the benefit of the Association, all of which items shall be common expenses:

- 4-101. **To make and collect assessments** against members to defray the costs of the Association.
- 4-102. **To use the proceeds of assessments** in the exercise of its powers and duties.
- 4-103. **To provide for the acquisition, construction, management, maintenance, placement and care** of the Association property, whether real or personal.
- 4-104. **To provide for the reconstruction or improvements** after casualty and for the further improvement of the property.
- 4-105. **To contract for management of the Association** and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Association Instruments to have approval of the Board of Directors or the membership of the Association.
- 4-106. **To pay taxes and assessments** which are liens against any part of the Association, and to assess the same against the Unit or Lot Owners subject to such liens.
- 4-107. **To carry insurance** for the protection of Lot or Unit Owners and the Association against Common Area casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or policies, and Workmen's Compensation insurance as required by law, or as the Board may determine.
- 4-108. **To pay the cost of all power, water, sewer and other utility services rendered to the Association** and not billed to owners of individual Units or Lots.
- 4-109. **To provide for such painting, maintenance, repair, and landscaping of the Common Area**, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.
- 4-110. **To provide for any emergency repairs** necessary to prevent damage to other parts of The Property.

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Article 4. Powers and Duties of the Board of Directors, continued

4-100. Powers and Duties of Board of Directors, continued

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- 4-111. **To provide for any other materials, supplies, labor, services, maintenance, repairs, trash collection, snow removal from the Common Areas and roads, insurance, taxes, or assessments** which the Board is required to secure or pay for pursuant to the terms of the Declaration or these By-Laws, or which, in its opinion, shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such services described above are provided for the particular Lots or Units and are necessitated by the negligence of the owner or occupants of such Lots or Units, the costs shall be specially assessed to the owners thereof.
- 4-112. **To provide for a fidelity bond** naming the Manager, if any, and any other persons as may be designated by the Board, as principals, and the owners as obligees, for the first year in an amount equal to at least fifty percent (50%) of the estimated cash requirement for common expenses for that year as determined pursuant to the terms of these By-Laws and for each year thereafter in an amount equal to at least fifty percent (50%) of the total sum collected for Common Expenses during the preceding year.
- 4-113. **To borrow money and, from time to time, to make, accept, execute, and deliver bonds, debentures, promissory notes, bills, and other obligations of the Association** for monies borrowed or in payment for property acquired or for services rendered or for any other objects or purposes of the Association or its business, and to secure the payment of any such obligation by mortgage, pledge, deed, indenture, agreement, or other agreement in regard to all or any of the property, rights, or privileges of the Association wherever situated, whether now owned or hereafter to be acquired.
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4-200. Financial Limitation.

The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the provisions of the Declaration), having a cost in excess of Ten Thousand (\$10,000.00) dollars, unless such additions, improvements, or alterations have been approved by a majority of the owners' total voting power.

Such approval can be achieved via a motion made at the annual meeting or a special meeting. Membership may vote on such a motion in person, or by proxy or absentee ballot.

4-300. Right to Contract.

The Board shall have the exclusive right to contract for all such items referred to in this Article.

4-400. Enforcement.

The Board shall enforce the covenants and restrictions of the Declaration, the By-Laws and Use Regulations in accordance with the By-Laws, and shall be authorized, where appropriate to bring proceedings at law or in equity.

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Article 4. Powers and Duties of the Board of Directors, continued

4-500. Association
Property.

4-501. All funds and the title to all property, real or personal, acquired by the Association, and the proceeds thereof, shall be held only for the benefit of the members.

4-502. The share of a member in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to the individual Unit or Lot Owner.

Article 5. Officers of the Association

5-100. Executive Officers.

The Executive Officers of the Association shall be a President, who shall be a Director, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at any meeting.

The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

5-200. The President.

The President shall be the chief executive officer of the Association and shall preside at all meetings of the unit and lot owners and of the Board of Directors.

The President shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the discretionary power of appointing committees from among the members from time to time as the President may determine appropriate to assist in the conduct of the affairs of the Association, and the power to sign all written contracts of the Association.

5-300. The Secretary.

The Secretary shall keep the minutes of the proceedings of the Board of Directors and of the Unit or Lot Owners.

The Secretary shall attend to the giving and serving of all notices required by law, shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed.

The Secretary shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

Continued on next page

Article 5. Officers of the Association, continued

5-400. The Treasurer. The Treasurer shall have the following powers and duties:

- 5-401. **Custody of Funds.** The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association.
- 5-402. **Disbursement of Funds.** The Treasurer shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all transactions made as Treasurer and of the financial condition of the Association.
- 5-403. **Collection of Assessments.** The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- 5-404. **Reports to Transferees.** The Treasurer shall also give status reports to potential transferees, on which reports the transferees may rely.

5-500. Continuance of Owner's Liability.	The liability of the owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).
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5-600. Compensation.	The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Property.
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Article 6. Indemnification

6-100.
Indemnification.

Every Director and every Officer of the Association shall be indemnified individually by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon all or any of them in connection with any proceeding in which they may be a party, or in which they may become involved by reason of their being or having been a Director or Officer of the Association, or with any settlement thereof, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or Officers may be entitled.

Article 7. Finance and Assessments

7-100. Depository. The funds of the Association shall be deposited in an FDIC insured bank or banks in New Hampshire, designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.

7-200. Adoption of and Contents of Budget. The Board of Directors shall adopt a budget for each fiscal year for approval at the Annual Meeting of the Association.

The fiscal year shall commence on January 1 and end on December 31 unless the Association shall vote to establish a different fiscal period.

The budget shall contain estimates of the cost of performing these functions of the Association, and the income of the Association, including, but not limited to, the following items:

- (a) Common expense budget for:
 - (1) maintenance and operation of common area, greenbelt waterfront area, landscaping, street and walkways, and security guards, if any;
 - (2) capital funds established by vote of unit and lot owners;
 - (3) utilities;
 - (4) liability insurance;
 - (5) casualty insurance; and
 - (6) administration, including legal and accounting.
 - (b) proposed assessments against each member.
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Article 7. Finance and Assessments, continued

7-300. Payment of Assessments.

All assessments and common expenses shall be assessed equally to each Lot or Unit owner.

Unless otherwise determined by a vote of the membership at an annual meeting, each owner shall pay a proportionate share of common expenses and assessments in two equal semi-annual payments.

Such payments shall be due and payable in advance on the first day of February and the first day of August each year.

Any increase or decrease in common expenses shall be assessed on the basis of the proportionate shares set forth above.

If a revised plan approved by the Laconia Planning Board changes the number of approved Lots or Units within Long Bay, the relative percentages of assessments and common expenses shall be adjusted accordingly.

Each Unit or Lot Owner shall pay a proportionate share of common expenses as they accrue.

All such payments shall be due and payable when billed.

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Article 7. Finance and Assessments, continued

7-400. Delinquent Assessments.

In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at eighteen percent (18%), per year, against the Unit or Lot Owner owing the same in the manner set forth in RSA 356-B:46.

Each delinquent owner shall be responsible for attorney's fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments in accordance with Article 10 of the Declaration.

The Association may also assess owners a \$5.00 duplicate billing charge for each month that an assessment remains unpaid.

7-500. Building Application Fee.

Upon submission of all plans, specifications and site plans for approval by the Building Committee, said plans shall be accompanied by a fee of not less than \$500.00 to cover all administrative costs of review of said plan, and in the event the Building Committee finds it necessary to obtain professional services for review, modification or correction of the plans, the owner shall reimburse the Building Committee in addition to the application fee.

Said fee may be changed by a two -thirds (2/3) vote of the Board of Directors.

**ARTICLE 7 AMENDED AUGUST 23, 2025 TO
ADD SECTION 7-600 ESTABLISHING A ONE-
TIME CAPITAL CONTRIBUTION FOR NEW
OWNERS. TEXT REPRODUCED AT END OF
THIS DOCUMENT**

Article 8. Notices to or from Mortgagees

8-100. Notice to Board.

Unit or Lot Owners shall notify the Board of the name and address of the holder of any mortgage placed upon the Unit or Lot.

8-200. Notice of Default.

The Board shall give written notice to an owner of any default by the owner in the performance of any obligations under the Declaration or By-Laws and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit or Lot whose name and address has theretofore been furnished to the Board.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days' written notice to the holder of the first mortgage on the Unit or Lot which is the subject matter of such suit or proceeding.

8-300. Notice to Mortgagees.

The Board, whenever so requested in writing by a mortgagee of a Unit or Lot, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the owner of the mortgaged Unit or Lot.

The Board shall be entitled to require a fee of Twenty-five (\$25.00) dollars for each report provided a mortgagee.

Article 9. Use Regulations

9-100. Use Regulations.

The Association, through its Board of Directors, shall have authority to adopt and amend reasonable Rules and Use Regulations governing the details of operation and use of the common areas and greenbelt areas, and to similarly regulate any other activity within Long Bay that creates a safety risk or that unduly interferes with the use and enjoyment of the property by other residents, their family or guests.

The Board shall provide the membership with a copy of the proposed rule, use regulation or amendment at least 20 days before the Board meeting at which it is taken up. The membership shall have the opportunity to comment on the proposal either before or during that meeting prior to any vote on the proposal.

Upon passage of any Rule or Use Regulation or any amendment thereof, the Board shall provide notice to the membership prior to its enforcement and post a copy on the Association website.

No Rule or Use Regulation shall conflict with the Declaration or these By-Laws.

The Board of Directors shall, from time to time, post in a conspicuous place on the Property a copy of the Use Regulations adopted by the Association.

These Use Regulations may be amended by the vote or written approval of two-thirds (2/3) or more of the total voting power of all Unit or Lot Owners.

Article 10. Violations

10-100. Violations. In the event of a violation, other than the non-payment of an assessment by a Unit or Lot Owner of any of the provisions of the Declaration and these By-Laws, the Association, by direction of its Board of Directors, may notify the owner by written notice of such breach, and if such violation shall continue for a period of thirty (30) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration and these By-Laws, and the Association may then, at its option, have the following election:

- (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit or Lot Owners;
- (b) an action in equity to enforce performance on the part of the Unit or Lot Owner; or
- (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Unreasonable failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from date of a written request, signed by a Unit or Lot Owner, sent to the Board of Directors, shall authorize any Unit or Lot Owner to bring an action in equity or suit at law on account of the violation.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

The Board shall have the right to adopt Rules which provide that, after suitable notice and opportunity to be heard, any owner may be denied access to and use of common area recreational facilities, such as beaches, swimming pools, and tennis courts, and services, such as the collection of trash, until any violation of the Declaration, By-Laws or Use Regulations is cured.

In the instance of any pending or future litigation between unit or lot owners which also involves the Association as a party defendant, the Association shall have the right to assess the non-prevailing party for all legal fees and expenses incurred by the Association in connection with any such litigation unless a court of competent jurisdiction shall order otherwise.

Article 11. Notice

11-100. Notices. Whenever notices are required to be sent hereunder, the same shall be sent:

11-101. **To Unit or Lot Owners.** To the Unit or Lot Owners by mail at the addresses such owners may have designated to the Board of Directors.

11-102. **To Association.** To the Association by mail at Long Bay, to the management company of record.

11-200. Deemed Sent When Mailed. All notices shall be deemed and considered sent when mailed.

11-300. Change of Place of Notice. Any party may reserve the right to change the place to which notice is sent in accordance with the terms and provisions of this Article.

Article 12. Amendments to the By-Laws

12-100. Amendments to the By-Laws. When a quorum is present, a majority of the owners' total voting power present in person, or by proxy or absentee ballot, shall decide any proposed By-Law amendment.

No modification or amendment shall become effective until recorded in the Belknap County Registry of Deeds.

An amendment may be proposed by either the Board of Directors or by the membership of the Association.

Article 13. Severability: Gender: Interpretation

13-100. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance hereof or the Declaration.

13-200. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so required.

13-300.
Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of the Property.

Appendix A – By-Laws Document Registration History

Original By-Laws	Approved: April 20, 1992 Received by Belknap County Registry of Deeds: April 22, 1992 Book 1207, Pages 0521 - 0532
1 st Amendment: to Change Fiscal Year (7-200) and Change Payment of Assessments (7-300)	Approved: December 1, 2001 Received by Belknap County Registry of Deeds: December 18, 2001 Book 1710, Pages 0032 - 0033
2 nd Amendment: to amend Violations (10-100)	Approved: December 1, 2001 Received by Belknap County Registry of Deeds: December 18, 2001 Book 1710, Pages 0034 - 0035
3 rd Amendment: to amend Building Application Fee (7-500)	Approved: May 30, 2003 Received by Belknap County Registry of Deeds: June 30, 2003 Book 1907, Pages 0406
4 th Amendment: to add voting by Absentee Ballot (2-600; 2-700; 4-200)	Approved: August 23, 2014 Received by Belknap County Registry of Deeds: October 27, 2014 Book 2939, Pages 0004 - 0005

IN WITNESS WHEREOF, the Long Bay Homeowners Association II, by its President, Erin Sullivan has executed the within Amended and Updated By-Laws this 24 day of August, 2024.


Witness

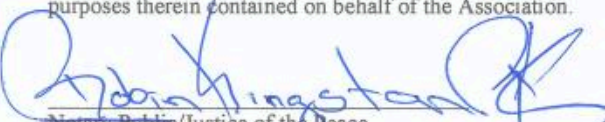
LONG BY HOMEOWNERS ASSOCIATION II


Erin Sullivan
Long Bay Homeowners Association II President

THE STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

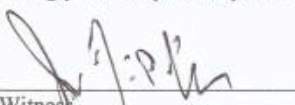
On this 24th day of August, 2024, the above signed Erin Sullivan personally appeared before me who acknowledged himself to be the President of Long Bay Homeowners Association II and executed the foregoing instrument for the purposes therein contained on behalf of the Association.


Notary Public/Justice of the Peace
My Commission Expires: 10.7.2025



CERTIFICATION OF PASSAGE

This will certify that at the Annual Meeting of Long Bay Homeowners' Association II, held on August 24, 2024, at which a quorum was present, the within Updated and Amended By-Laws were approved by a majority of the total voting power of persons present in person, proxy or by absentee ballot at said meeting.

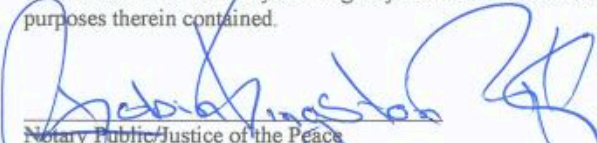

Witness


Ray Boutin
Long Bay Homeowners Association II Secretary

THE STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

On this 24th day of August, 2024, the above signed Ray Boutin personally appeared before me who acknowledged himself to be the Secretary of Long Bay Homeowners Association II and executed the foregoing instrument for the purposes therein contained.


Notary Public/Justice of the Peace
My Commission Expires: 10.7.2025



END OF BY-LAWS

**FIRST AMENDMENT TO AMENDED AND UPDATED BY-LAWS OF LONG BAY
HOMEOWNERS ASSOCIATION II**

WITNESSETH:

WHEREAS: Long Bay Homeowners Association II ("the Association") is a not-for-profit association duly established by law and authorized to do business in New Hampshire with property located in Laconia, New Hampshire and mailing address of 14 Country Club Road, Suite 6, Gilford, NH 03246; and

WHEREAS: The Amended and Updated By-Laws of the Association were dated August 24, 2024, and recorded August 26, 2024, at Book 3638, Page 708 of the Belknap County Registry of Deeds; and

WHEREAS: The residents of the Association wish to amend portion(s) of the above-described By-Laws and have voted to approve the within amendment(s) in accordance with Article 12-100 thereof,

NOW, THEREFORE, The Association hereby amends the said Amended and Updated By-Laws as follows:

1. Article 2-900 is replaced in its entirety with the following:

2-900. Votes by Electric Means: Voting under these By-Laws may be taken by electronic means pursuant to this section.

2-910 Scope of

of E-Voting:

A. Subject to subsection C below, whenever any portion of these By-Laws or the Rules passed under them call for a membership vote at an Annual or Special meeting, such vote may alternatively be taken by E-Voting under the provisions of this section.

B. The E-Voting process shall not replace any other methods of voting under these By-Laws.

C. Since it is a new process, use of E-Voting shall be limited to matters raised by the Board or the Association pursuant to section 2-920. It is not presently intended to replace voting at the Association's annual meeting. Based upon experience with the E-Voting process, this section may be amended to expand the scope of E-Voting usage by vote of the Association pursuant to Article 12-100.

2-920 Procedure to Initiate

E-Voting:

Voting under this section may be initiated by action of the Board of Directors. Alternatively, the Board shall initiate action under this section if requested in writing by at least thirty three percent (33%) of the voting power of all Unit and Lot owners as defined under these By-Laws.

2-930. Procedure upon initiation

of E-Voting.

A. Upon initiation of E-Voting, the Board shall notify all unit and lot owners that an E-vote will be taken and specify the proposed language or action to be voted upon.

B. Within 21 days of such notice, the Board shall hold no less than two public membership meetings in person or by electronic means at which unit and lot

owners shall have the opportunity to discuss the proposed action.

C. After the 21-day discussion period, the Board may conduct a survey to determine Association support for the proposal.

D. The Board may withdraw or modify the proposed E-vote if, as a result of community input, there appears to be insufficient support for the proposal. However, if the E-Voting was initiated by written request by Unit and Lot owners pursuant to section 2-920, the Board may only withdraw or modify the proposed E-vote if it first conducts a survey under 2-930 (C) which establishes an objective basis for such action.

2-940. Procedures At Beginning

Of E-Voting Process:

Unless the Board determines there is insufficient support for the proposed action under section 2-930, after the 21-day discussion period, the Board shall deliver an electronic ballot to every unit or Lot owner entitled to vote.

2-950 Contents of Ballot

The Electronic Ballot shall contain at a minimum:

- A. The final proposed language or action to be voted upon.
- B. The date E-Voting will begin.
- C. The deadline time, date and manner by which the electronic ballot must be submitted.
- D. The threshold necessary for the E-Vote to pass.
- E. A notification that assistance is available for any owner needing technical support with E-Voting and the manner by which such assistance may be obtained.
- F. A further notification that once cast, the E-Vote may not be withdrawn and is not revoked after submission by the death or disability of the unit or

lot owner or by the transfer of the lot or unit before the close of voting.

2-960 Procedures Upon Completion

Of E-Voting

A. Following the completion of the voting period, all votes shall be promptly tabulated and announced by the Board to the membership.

B. Results of all completed E-Voting will be announced at the next Annual meeting after such voting takes place and shall be included in the minutes of that meeting.

2-970 Voting Thresholds

A. Except when a different standard is required under these By-Laws, a quorum shall be established if E-Votes are submitted by at least one half of the owners' total voting power. If that minimum standard is reached at the deadline established by the Board for E-Vote submission, a simple majority of affirmative E-Votes shall be sufficient for any item or issue under consideration to be approved including By-Law amendments.

B. In matters where these By-Laws require a different quorum or percentage vote to be approved, E-Voting shall be subject to the quorum or percentage vote requirement of such By-Law provision.

2-980 Third-Party Support

For E-Voting

The Board of Directors may retain the services of a web-based company or other third-party provider to implement all or any part of the provisions of this section.

Any such company or provider shall be required to document at a minimum:

A. Its ability to ensure the integrity of the voting using accepted verification processes and assuring only one vote per residence.

B. A means of creating login, password access, dual authentication or other accepted means of

verifying identity for each individual voting unit or lot owner and a method of providing information to that unit or lot owner.

- C. A means of tabulating the results of any E-Voting and of maintaining the results in a format that can be available for verification by the Board or unit and lot owners requesting the same.

2-990 Further Board Authority. The Board of Directors is authorized to promulgate rules consistent with these By-Laws to further implement their provisions.

2. Article 7 is amended by addition of new section 7-600

7-600 Unit and Lot Ownership Transfer Fee.

- a. When a Unit or Lot is sold or transferred, the new owner(s) must pay a one-time fee as a contribution to the Association's capital reserves. The fee shall be equal to the total assessments for the Unit or Lot (except special assessments, if any) for the year in which the transfer takes place. The fee must be collected at closing by the seller(s) or their agent and sent to the Association within 5 business days of recording the transfer. The fee is not refundable and will not be returned in any future transfer of the Unit or Lot.
- b. The fee is also due and payable if ownership is obtained through foreclosure, deed in lieu of foreclosure, or any involuntary transfer, such as an execution sale.
- c. The following conveyances shall be exempt from payment of the Transfer Fee, provided there is no exchange of consideration and:
 - i. Title is gifted to the owner's spouse, child(ren) or grandchild(ren); or
 - ii. Title is transferred to the Owner'(s) estate, surviving spouse or other heirs, resulting from the death of the Owner(s); or
 - iii. For bona fide estate or tax planning purposes, title to the Unit or Lot is transferred to a trustee.

IN WITNESS WHEREOF, The Long Bay Homeowners Association II, by its President,
MARK BODENSTAB has executed the within document this
23RD day of August 2025.

[Signature]
Witness

[Signature]
MARK BODENSTAB
Name of President

THE STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 23rd day of August 2025, the above signed
Mark Bodensstab personally appeared before me who
acknowledged himself to be the President of Long Bay Homeowners Association II and
executed the following instrument for the purposes therein contained on behalf of the
Association.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: 10.7.2025

CERTIFICATE OF PASSAGE

This will certify that at the Annual Meeting of Long Bay Homeowners Association II, held
on August 23, 2025, at which a quorum was present, the within FIRST AMENDMENT
TO AMENDED AND UPDATED BY-LAWS OF LONG BAY HOMEOWNERS
ASSOCIATION II were approved by a
majority of the total voting power of persons present in person, proxy or by absentee
ballot at said meeting.

[Signature]
Witness

[Signature]
CIFC Mason
Name
Director
Position

THE STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

On this 23rd day of August 2025, the above signed Jefferson personally appeared before me who acknowledged himself to be the Director of Long Bay Homeowners Association II and executed the following instrument for the purposes therein contained on behalf of the Association.

Robert Kingston
Notary Public/Justice of the Peace

My Commission Expires: 10.7.2025

