

BY-LAWS

CAMELOT ACRES RESIDENTS' ASSOCIATION, INC.

ARTICLE I

NAME

Section 1: The name of the Association shall be "Camelot Acres Residents' Association, Inc." (CARA, Inc.)

ARTICLE II

PURPOSE

Section 1: The purpose of the Association shall be to maintain the beach property; to protect the vested interests of the property owners and to sponsor any social activities as may seem advisable from time to time.

ARTICLE III

MEMBERSHIP

Section 1: All residents shall be eligible for membership.

Section 2: All lot owners shall be eligible for membership.

Section 3: Each property owner shall be entitled to one membership, which may be passed on with his property and all its associated amenities, such as boat dock spaces or moorings and beach lockers, to direct members of the family.

Section 4: Each membership shall be entitled to two (2) votes and all voters must have attained his or her 18th birthday.

Section 5: All members eligible to vote may do so by written proxy, such proxy duly signed and delivered to the Secretary prior to the meeting.

Section 6: All members shall be entitled to attend all meetings of the Association. All members may vote on election of officers and on resolutions and shall be eligible to hold office.

Section 7: To enjoy the rights and privileges of membership, including voting at all meetings of the Association, voting by proxy, and utilizing the beach, docks, moorings, small boat racks, lockers and all CARA property, a member must be in good standing. To be deemed a member in good standing, members must be paid in full for all dues, fees and assessments, as voted by the membership. No member will be placed on a waiting list, or allowed to retain position on said list, for a dock, mooring, locker, small boat rack or any other amenity, unless deemed a member in good standing, in according with this definition.

ARTICLE IV

OFFICERS

- Section 1: There shall be as officers of the association a President, Vice President, Treasurer and Secretary.
- Section 2: All officers shall be elected at the Annual Meeting for a term of two years and shall serve until their successors shall have been duly elected. The President and Vice President will be elected on even numbered years and the Secretary and Treasurer will be elected on odd numbered years. The Executive Committee shall fill any vacancies which may occur.
- Section 3: The President shall preside at all meetings of the Association and the Executive Committee; he or she may call special meetings; shall serve ex-officio as a member of all committees; and shall do and perform all acts incidental to this office.
- Section 4: The Vice President shall, in the absence or during the incapacity of the President, perform all the duties of the President. The Vice President shall maintain an updated membership list at all times and submit the current status to the Secretary before each meeting of the Association for record keeping. In compliance with N.H. Department of Corporation requirements, the Vice President shall file reports of current CARA officers in response to written notices received.
- Section 5: The Treasurer shall receive all moneys due the Association, shall collect all dues, and shall render bills for all dues on or before the first day of June each spring. He or she shall keep or cause to be kept a true, complete and accurate account of all receipts and disbursements in a book to be maintained for that purpose; which book shall be the property of the Association. He or she shall submit a written report of the financial condition of the Association at the Annual Meeting and at all other meetings of the Association that may be called. He or she shall deposit all funds of the Association in a bank and make all disbursements on behalf of the Association by check signed by him or her as Treasurer.
- Section 6: The Secretary shall record the proceedings of all meetings. He or she shall also act as Secretary of the Executive Committee and shall keep a record of all meetings. He or she shall duly notify all members of record of the time and place of any and all meetings. He or she shall carry on all correspondence for the Association, except the financial records of the Treasurer, and shall deliver over the same to his or her successor in office.
- Section 7: CARA, Inc. shall pay for and maintain directors' and officers' liability insurance in an amount not less than \$1 million to cover any claims brought against any officer, director or committee chairmen/women as defined below for matters relating to their service as officers, directors or committee chairmen/women.

ARTICLE V

MEETINGS

- Section 1: The annual meeting of the Association shall be held on the Saturday prior to Labor Day Weekend, at such time and place as shall be designated in the call for such a meeting.
- Section 2: The first meeting each year shall be held on the Saturday of Memorial Day Weekend, at such time and place as shall be designated in the call for such a meeting.
- Section 3: Special Meetings may be held at any time on the call of the President. Such meetings shall be called by the President upon written request of not less than ten (10) members, or at the direction of

the Executive Committee. The Secretary shall issue a call therefore and only such business as is mentioned in said call shall be transacted at such meeting.

Section 4: At the Annual Meeting, officers shall be elected by a vote in such manner as the President shall prescribe. Secret ballots may be taken by the President at his discretion on any vote, and upon request of any members in good standing and entitled to vote.

Section 5: At all meetings, one-third of the membership of the Association, present, and in good standing, and entitled to vote, shall constitute a quorum. No meeting shall be held, or business transacted in the absence of a quorum.

Section 6: All motions and resolutions shall be considered approved or disapproved upon receiving a majority of the votes cast by the eligible members present at a duly authorized meeting of the Association except:

A) Where there are three (3) or more candidates for any one office, the one receiving the most votes shall be declared elected.

Section 7: All members who have paid their dues to the Treasurer for the preceding year shall be deemed members in good standing.

Section 8: At all meetings of the Association, the following order of business shall be followed so far as is practicable:

- A) Reading the minutes of the previous meeting
- B) Reports from officers
- C) Reports from committees
- D) Unfinished business
- E) New business

ARTICLE VI

DUES

Section 1: The dues and fees payable to the association shall be an amount recommended by the budget committee in the spring of each year and set by the executive committee and shall be due and payable on or before April 15 of each calendar year. There will be a \$15.00 penalty for later payments in the year.

Section 2: All members delinquent in dues for more than one year shall be notified by the secretary that their names will be submitted to our attorney, who would then write to said member within 30 days a letter, informing the member that a lien will be placed on the property until dues are paid, plus an interest charge of 1.5% per month from due date.

ARTICLE VII

COMMITTEES

Section 1: At the Annual Meeting, The President shall appoint to serve for the ensuing year and until a new Committee is appointed at the following Annual Meeting, a Committee on Activities.

Section 2: A Nominating Committee consisting of three (3) members shall be appointed by the President every other year at the Spring Meeting. This committee shall submit a slate of officers to be voted on at the Annual Meeting of that year.

Section 3: A Dockmaster shall be appointed by the President from the present Dock or Mooring Users List and

that person shall be responsible for overseeing the dock and moorings and enforcing the By-Laws which concern the docks and moorings (Article IX).

Section 4: A Beachmaster shall be appointed by the President at the Annual Meeting and shall be responsible for the condition and policing of the beach area.

Section 5: The Executive Committee shall consist of all officers and the chairmen of all committees, including the Dockmaster and the Beachmaster.

Section 6: A Locker Master shall be appointed by CARA and he or she shall be responsible for collecting and expending all locker fees, assignment of new lockers, placement, removal and all things pertinent to the lockers. The Association shall not be responsible or assume liability or financial assistance in any way for the lockers.

ARTICLE VIII

AMENDMENTS TO THE BY-LAWS

Section 1: Any amendments to the by-laws must be in written form and signed by at least ten (10) eligible voting members and submitted to the Secretary.

Section 2: The Secretary shall then notify all members in writing of the proposed amendment.

Section 3: Discussion and voting on any proposed amendment shall take place at the next regularly scheduled meeting, providing written notice of the proposed amendment has been sent out at least two weeks prior to the meeting.

Section 4: A two-thirds majority vote of those present and voting will approve or disapprove an amendment.

ARTICLE IX

PWC, DOCK & CONGREGATE MOORING FIELD

Section 1: The Association (CARA) is designating the areas for the dock, boat slips, congregate mooring field and PWCs. The maximum number of PWC tie-ups, boat slips and moorings permitted shall be consistent with the safety of the swimming area, boat movement, and other beach activities, and shall be in compliance with NH Statutes and the Covenant as regulated by the State of New Hampshire Department of Safety Division of Safety Services Bureau of Marine Patrol. The Dockmaster or his designee shall prepare and submit the Congregate Mooring Field application for the State permits for all CARA members with an assigned mooring as users in the congregate mooring field and make best efforts to place the moorings in the field by Memorial Day. The Dockmaster shall also prepare and submit the application for State Permits for all CARA members with an assigned boat slip as users of the congregate docking facility.

Section 2: Members in good standing desirous of a PWC tie-up, mooring or a dock slip shall inform the Dockmaster (slips and moorings) or PWC Amenity Manager (PWC tie-ups) who shall maintain a separate list for the Permanent Mooring Wait List, the Permanent Dock Wait List, and Permanent PWC Wait List along with the lists of members seeking Temporary Rental (weekly basis) that calendar year. Each list shall contain the names as submitted in writing by order of submission of any eligible property owner (The "Assigned User"). The said lists shall be used to assign the PWC tie-ups, moorings or dock slips as they become permanently or temporarily available. When a PWC tie-up, slip or a mooring assigned user space becomes permanently available, the next individual on the respective list shall be so notified by the Amenity Manager. If he/she does not wish a PWC tie-up, boat slip or mooring at that time, the next individual on the respective list shall be notified, and so

forth, until the amenity is claimed. An individual's position on the respective list will be maintained for two refusals. After the second refusal the individual will be placed at the bottom of the waiting list. A member can be charged with only one refusal a season per list. A refusal with regard to the mooring list has no bearing on the slip list or PWC list and vice versa.

Section 3: Acceptance of a PWC tie-up, boat slip or mooring by any member requires that they abide by the New Hampshire Department of Safety Division of Safety Services Bureau of Marine Patrol Watercraft Safety Rules, as well as meeting the requirements for State approval of congregate mooring field and boat slip applications.

Assigned Users must:

1. Provide their own lines to tether to the respective amenity, and ensure lines are compliant and acceptable for use by the Amenity Manager.
2. Provide a copy of the current boat registration and current proof of liability insurance for each PWC tie-up, mooring and boat slip.
3. Comply with placing the appropriate vessel on each amenity. Only PWCs shall be placed in the PWC area. Moorings and Dock shall not be assigned any PWC or small boat (defined as boats that are easily removed from the water, such as canoes, boats twelve feet or less in length, rowboats, paddleboards, sunfish, etc.).
4. For vessels not yet purchased, Assigned Users will have up to a maximum of twelve months to purchase or lease a boat. Failure to acquire a vessel will result in permanent loss of amenity and re-assignment to another Assigned User. In the event of purchase or delivery issues within the twelve-month period, Assigned User shall notify Amenity Manager and provide documentation supporting same.

Section 4: A PWC tie-up, boat slip or mooring becomes available as follows:

- a. New PWC tie-ups, boat slips or moorings are added.
- b. An Assigned User sells his/her property at Camelot Acres to a person other than a family member. A family member is defined as a spouse, child, parent, grandchild, grandparent, brother, sister, in-law, aunt, uncle, nephew, niece or cousin.
- c. An Assigned User gives up the amenity voluntarily.
- d. An Assigned User does not meet the requirements for State approval of congregate mooring fields and boat slips (Section 3 above). The mooring or slip Assigned User will also forfeit the annual Fee.
- e. Payment of the Dues or Fees for the amenity is not received by April 15 of that year, or their Assessment is past due.
- f. If an Assigned User fails to place their vessel (which fulfills the state requirements for use) on the respective amenity for a minimum of 4 weeks of the season for two consecutive seasons, the Amenity Manager shall designate a new Assigned User and place the former Assigned User at the bottom of the respective Permanent Amenity Wait List. The Assigned User will also forfeit the annual Fees and any reimbursement fee.
- g. If an Assigned User fails to place their vessel on the respective amenity (which fulfills the state requirements for use) for two consecutive weeks, the Amenity Manager shall designate a Temporary Assigned User to use the amenity for a period up to the remainder of the season unless prior written arrangements are made with the Amenity Manager. The Assigned User shall also forfeit the annual Fee and any reimbursement fee.

- h. If an Assigned User fails to place their vessel (which fulfills the state requirements for use) on the respective amenity by July 4th, the Amenity Manager shall designate a new Temporary Assigned User for the balance of the season unless prior written arrangements are made with the Amenity Manager. The Assigned User will also forfeit the annual Fee and any reimbursement fee. If the Assigned User fails this requirement for two consecutive years, the Dockmaster shall designate a new Assigned User and place the former Assigned User at the bottom of the respective Permanent Amenity List
- i. In the event a slip or mooring is denied by the State of New Hampshire Department of Safety Services Bureau of Marine Patrol due to the lack of use or placement of a vessel that does not fulfill the state requirements for use, the Assigned User of that slip or mooring will lose the rights to that slip or mooring and will move to the bottom of the applicable Permanent Wait List. The Assigned User will also forfeit the annual Fee and any reimbursement fee.

With Regard to Moorings:

- a. In the event a mooring is denied by the State of New Hampshire Department of Safety Division of Safety Services Bureau of Marine Patrol, the most recent Assigned User designated by the Dockmaster will be placed at the top of the Dockmaster's Permanent Mooring Wait List.

With Regard to Boat Slips:

- a. If the Assigned User fails to supply to the Dockmaster the boat registration for two consecutive years, the Dockmaster shall select a new Assigned User from Permanent Slip Wait List. The slip Assigned User will also forfeit the annual Fee and any reimbursement fee.

Section 5: The Amenity Managers shall set all reasonable fee relative to the PWC tie-up, dock, boat slips and moorings. If a boat slip or mooring becomes available, the prior boat slip or mooring holder shall be entitled to the reimbursement fee established by the Dockmaster. The reimbursement fee shall also include capital expenses beyond the yearly maintenance fee. The cost of a new boat slip or mooring shall be added to the reimbursement fee and then amortized on a straight-line basis for a period of ten years. The reimbursement fee shall be reduced each year by the depreciation for that year. The yearly depreciation amount shall be added to the installation/removal costs to determine the use fee for a boat slip or mooring. The prior assigned user shall not be reimbursed for the yearly assessment fee. A boat slip or mooring shall in no way be transferred or conveyed unless through the Dockmaster to the next available person on the Permanent Mooring Wait list, or the Permanent Dock Slip Wait List. This list will be maintained by the Dockmaster and available for review at the CARA annual meetings and on the CARA website at www.camelotacres.org. All financial transactions associated with the PWCs, mooring field and/or the dock slips will be accounted for by the CARA Treasurer. The CARA Treasurer will be required to report on these transactions as part of the CARA annual reporting process.

Section 6: An Assigned User shall inform the respective amenity manager that the PWC tie-up, slip or mooring may be assigned by the Amenity Manager to a Temporary Assigned User for periods within the boating season. The temporary use fee for the boat slip or mooring shall be the sum of the seasonal maintenance fee and any depreciation costs due to capital expenses. All temporary use fees will be used to defray costs associated with maintenance and upkeep for the general dock and moorings assets. The temporary use fee will be determined by the Amenity Managers by the annual CARA Spring meeting. Priority for Temporary Assigned Users will be given to individuals based on submission date of request for temporary rental that year, followed by place on the Permanent PWC Wait List, Permanent Mooring Wait List or the Permanent Dock Slip Wait List in the order of their location on the respective list. Individuals on the waiting list must be CARA members in good standing and have requested in writing to the Amenity Manager a CARA Temporary Assigned User application for a PWC tie-up, mooring and/or slip. The respective Amenity Manager will then assign to those individuals as they become available a PWC tie-up, mooring or slip. No temporary use of the PWC tie-up, Mooring Fields or Dock Slips can be made without the consent of the respective Amenity Manager.

Section 7: A Seasonal Temporary Use Rental List for each amenity will be created and held by the respective amenity manager each year. CARA members in good standing can submit a written request via the

CARA website form (Mooring/PWC Rental Form) for temporary PWC tie-up, mooring or slip use on or before the first CARA annual Spring meeting each year. Any requests made after the Spring CARA meeting will be placed at the bottom of the temporary use waiting lists. All mooring and dock slip revenues will correspond to the pro-rated annual Fees amount. Mooring and dock slip Assigned Users will still be liable for their annual Fees regardless of their respective dock slip/mooring temporary use status.

Section 8: Boats moored at the boat slips shall be of a size consistent with the available slip and shall not encroach upon navigable water to and from the boat slips nor shall they encroach on slip space of the boat sharing the same slip space. Because of their larger width, no pontoon boats will be assigned to slips that share space with another boat. Pontoon boats will be assigned to slips 1,2 and 19 only. All pontoon boats currently occupying any others slip than the three previously noted will be reassigned. All boats on slips or moorings shall be limited to a maximum overall length determined by manufacturer's LOA of 21 feet. Boats must be approved by the Dock Master for use on a mooring or a slip prior to receiving the annual mooring stickers or slip assignments. Boats not in compliance with the maximum length requirement determined by manufacturer's LOA will not be issued mooring stickers or slip assignments. Boats in service which have been on permanent or temporary mooring and/or slips as a CARA member in good standing prior to June 2008 will be exempted from this maximum boat length restriction until the boat is replaced with another or the CARA member transfers his/her/their real property to another party, whichever comes first. This exemption from the maximum boat length restriction cannot be transferred to any person including family members. The Dockmaster will keep a list of boats affected by this exemption and prepare it for at the CARA annual meeting as part of the DockMaster Report.

ARTICLE X

SMALL BOATS

Section 1: There shall be two non-refundable fees for the Small Boats Rack. There is a nominal annual small boat equivalent fee for all small boat rack assignees that permits the placement of their boat(s) on the rack. A new user small boat equivalent fee is a one-time entry fee that is inclusive of the annual fee for that year. Neither of these fees shall be pro-rated or reimbursed for partial-year use. The Small Boats Amenity Manager shall establish these fees and publish once approved by the Board (small boats refers to kayaks, canoes and paddle boards of all sizes).

Section 2: Each rack space shall be limited to two small boats. Please note the following for size comparable to what is considered 1 small boat.

1 small boat is equivalent to:

-1 adult kayak

-1 canoe

- 2 paddle boards

-2 kid kayaks

If a specific comparable is not listed that you encounter, please talk with the Small Boat Amenity Manager for further consideration. Only the aforementioned equivalents shall be placed in the rack: all accessories (life vests, non-stowable paddles, floats, etc.) shall not be stored in or by the racks. Assigned location(s) in the racks shall be reviewed annually by the Small Boats Amenity Manager to consider unique accommodations required by members. If interference to access your small boats occurs at any time, please consider communicating with the owner of the encroaching boats. If further support is needed, please inform the Small Boat Amenity Manager or any of the officers.

Section 3: Once all available rack space has been assigned, a Small Boat Waiting List shall be created and managed by the Small Boat Amenity Manager on a first-come basis.

- Section 4: The assignee's Camelot Numbered Sticker shall be placed on each boat for purposes of identification. If you are in need of additional stickers please contact the Small Boat Amenity Manager.
- Section 5: Payments for existing users is due on the Amenity Fees due date. If payment is not received by then, the Small Boats Amenity Manager shall temporarily assign any unpaid space(s) through April 15 to the next-in-line on the Small Boat Waiting List. New users must pay all fees due before placing boat(s).
- Section 6: Unless previous written permission has been granted, all wait list members or assigned users shall forfeit their list placement or rack assignment if any of the following occur: (a) Fees or Dues are not paid by April 15th or Assessments are past due, or (b) Assignee has been deemed to be "not in good standing" with CARA; or (c) Assignee has not placed their small boat(s) by July 4th; or (d) Assignee sells their CARA property and does not purchase another CARA property within six (6) months.

ARTICLE XI

LOCKERS

- Section 1: Only members of the Association in good standing shall be eligible to own a locker.
- Section 2: The Association (CARA) shall designate an area for the lockers and, based on demonstrated need, allow for the construction of additional units.
- Section 3: The lockermaster shall maintain a current list of locker owners and a list of any eligible CARA members who wish to purchase a locker. The waiting list shall be used to assign lockers as they become available. When a locker becomes available, the next individual on the list shall be so notified by the lockermaster, and if he/she does not wish a locker at that time, the next individual on the list shall be notified, and so forth, until the locker is purchased from the from the locker master. An individual's position on the list may be maintained, even though they do not accept the next available locker.
- Section 4: A locker becomes available upon the happening of the following:
- a. New lockers are added, or
 - b. A locker owner sells his/her property at Camelot Acres and then does not buy another property within Camelot Acres within 90 days, or
 - c. A locker owner wishes to give up the locker voluntarily, or
 - d. A locker owner loses his/her good standing as a member of the Association.
- Section 5: The locker master shall set the price of lockers based upon the current cost of construction. Currently the price is \$500 for a full locker and \$250 for a half locker. If additional lockers are constructed, the cost of new construction per locker will be used for future pricing of lockers. If a member gives up their locker within the 1st year of purchase a full refund will be issued-2nd year, one half refund will be issued. No other refunds will be issued. Any excess funds collected from locker purchases will be held aside, by the treasurer, for maintenance to the lockers.
- Section 6: All transactions for purchase and sale of lockers must go through the lockermaster to ensure that all provisions of this Article are adhered to.
- Section 7: The lockermaster may from time to time assess all current locker owners a fee for maintenance of existing lockers or he/she may establish an annual maintenance fund to set aside a reserve for locker repair and maintenance.

Section 8: If new lockers are added, such new construction shall conform with the style of existing lockers and such design shall be approved by the lockermaster.

Revision 1 8-24-85
Revision 2 5-23-87
Revision 3 8-29-87
Revision 4 8-27-88
Revision 5 5-26-90
Revision 6 5-28-94
Revision 7 8-26-95
Revision 8 5-24-97
Revision 9 5-27-00
Revision 10 8-11-03
Revision 11 8-23-08
Revision 12 8-28-2010
Revision 13 5/28/2011
Revision 14 5/23/2015
Revision 15 8/24/2021
Revision 16 08/24/2024