

# **Port Wedeln Association**

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Printed August 24, 2020

(INCORPORATES AMENDMENTS ADOPTED AT  
THE SPECIAL MEETING ON August 22, 2020)

## **By-Laws**

### **Dock and Moorings**

### **Restrictions**

### **Beach and Dock Use**

### **Board and Association Policies**

# **Port Wedeln Association**

Printed August 22, 2020

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**BY-LAWS  
OF  
PORT WEDELN ASSOCIATION, INC.**

**Printed 08/22/0202**

**ARTICLE I**

**Section 1. Principal Office.** The principal office of Port Wedeln Association, Inc. (hereinafter called the Association), is located in Wolfeboro in the State of New Hampshire.

**Section 2. Purpose.** This non-profit association is organized for the following purposes:

- 1) To rent, purchase, construct, expand, hold, manage, regulate, and maintain certain docking areas and all other facilities that may service, enhance, and improve the section of Wolfeboro known as Port Wedeln, and to enforce the restrictions that run with the land.
- 2) To set the dues and certain use fees and other such miscellaneous fees as it may determine.
- 3) To provide the owners of property in the Port Wedeln Development with a voting right as to the use and operation of facilities in the Development.
- 4) To create and enforce By-laws as adopted, according to the rules of the Association.

06/30/07

**ARTICLE II  
Members**

**Section 1. Membership.** Membership is limited to present and future lot owners in the Port Wedeln Development. Members agree to comply with these by-laws and any rules and regulations adopted by the Association.

**Section 2. Members Rights and Privileges.** All members shall have the same rights and privileges with respect to the use and enjoyment of any property owned, operated, or controlled by the Association including, but not limited to: the waterfront property conveyed to the Association by deed of Port Wedeln, Inc., Katie Brook, Inc, Block Island Trust, Michele La Medicia and Donald Perlman, dated May 10, 1977 and recorded in Carroll County Registry of Deeds at Book 661, Page 96, and said rights and privileges shall extend to and be enjoyed by a lawful occupant or lessee of a house on a lot and by any bona fide guest of any member or lessee of such member, referring to current Dock and Mooring rules. The owner of rented property is financially responsible for any damage to common property caused by his/her tenants.

06/26/99

**Section 3. Voting.** Only members shall be entitled to vote. At each meeting of the members of the Association each member shall be entitled to one vote regardless of the number of lots owned. Only members in good standing, that is to say members whose dues and assessments are fully paid, shall have the right to vote and to use community property. Any person who has not paid in full all dues and fees due shall have all community area privileges suspended until such dues and fees are paid. If lots are in multiple ownership, the owners shall designate one of their number as the member entitled to vote. Each member entitled to vote may vote either in person or by proxy in writing. At all meetings of the members, all matters (except where other provision is made by statute or by these by-laws) shall be decided by a majority of the votes cast by the members present or by proxy, and entitled to vote thereat, a quorum being present. The presence, in person or by proxy, of one-third (1/3) of the Members entitled to vote shall constitute a quorum.

06/26/2010

**Section 4. Proxy Voting.** No proxy shall be deemed operative unless and until signed by the member and filed with the Association. In absence of limitation to the contrary contained in the proxy, the same shall extend to all meetings of the members and shall remain in force for 12 months from the date thereof.

06/26/99

**Section 5. Duration and Termination of Membership.** Association membership status therein shall automatically terminate upon the sale, conveyance or transfer by said member's interest in his/her real estate at Port Wedeln. Membership shall be held only by a natural person, regardless of manner/entity in which said member's real estate is held. Membership shall not be held by or in trust, by a corporation, a LLC or any other legal entity. Upon the death of a member, the legatees or heir/s-at-law who become the legal owners of the Port Wedeln real estate shall not automatically become members in said members stead. Membership must be duly established on an individual basis, consistent with the requirements as stated herein. Consideration shall be given only to the surviving spouse of the member of record. No member shall have the right to sell or transfer his/her membership or his/her legal rights or privileges as a member or to substitute another person as a member in his/her place. Any and all unpaid membership dues and/or assessments are due and payable upon transfer of ownership, whether by death or sale of the property, and shall become a lien against the member's/owner's estate.

06/25/05

**Section 6. Fees and Assessments.** Each member shall be assessed per lot and shall pay annual dues in advance an amount to be determined by the Association. The fiscal year of Port Wedeln Association is January 1 through December 31. Dues and assessments are not refundable. The annual dues may be adjusted by vote of the members at any regular or special meeting. Subject to the enforcement procedures of Article X (where applicable), and any limitations set forth in the lot owner's original deed, the Association, by vote of the Board of Directors, may take any and all appropriate legal action against any member who fails to pay any assessment, dues, fee, fine or any other amount due to the Association under the By-Laws, Dock and Mooring Rules, Beach and Dock Use Guidelines or any other rule, regulation or policy within thirty (30) days after the date due. All such assessments, dues, fees, fines or other amounts shall be subject to an interest charge of 1.5% (one and one-half percent) per month for each day such amount is

not paid after the date due.”

If a lot owner shall neglect or fail to pay any assessment, dues, fee, fine or any other amount due to the Association under the By-Laws, Dock and Mooring Rules, Beach and Dock Use Guidelines or any other rule, regulation or policy, or fail to comply with the Association's Articles of Agreement, by-laws, rules, regulations, or any of the development's covenants and restrictions, and an attorney is retained by the Association to ensure compliance with the same, then said lot owner shall pay the Association's costs and attorney's fees related thereto regardless of whether litigation is actually instituted or concluded.

All amounts collected by the Association shall be used by the Association to pay for the maintenance of common land and facilities, the payment of taxes and assessments against land or the property held for common use by members of the Association, or for any purpose in carrying out the objectives for which this Association is established. The Association shall not be held responsible or liable for any maintenance of any roads, rights of ways, paths now or to be constructed, in said development of Port Wedeln.

Anyone causing damage or destruction to Association property is liable for the cost of repairing that damage. If legal action is necessary to secure said payment, and if the Association prevails, the member shall also be liable for any and all associated attorney and court fees.

06/30/07

All assessments, dues, fees, fines and other amounts due from a lot owner to the Association under the By-Laws, Dock and Mooring Rules, Beach and Dock Use Guidelines or any other rule, regulation or policy, together with interest thereon as provided herein, shall be secured by a lien on the lot in favor of the Association. Subject to the enforcement procedures of Article X (where applicable), the President or other officer of the Association may prepare a written notice of lien setting forth the amount due, the date due, the amount remaining unpaid, the name of the lot owner, and a description of the lot. Each lot owner shall be deemed to have consented to the filing of a notice of lien against such owner's lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in Carroll County Registry of Deeds. No notice of lien shall be recorded until there is a delinquency in payment of the amount due. In addition to any other remedy available to the Association, such lien may be enforced by nonjudicial foreclosure or judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of New Hampshire. In any such foreclosure, the lot owner shall be required to pay the costs and expenses of such proceeding, including attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The lot owner shall also be required to pay to the Association any amounts due against the lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject lot.

[The last paragraph above and various other amendments to the above Section 6 were approved at the Annual Meeting on June 27, 2015]

**Section 7. Annual Meeting.** The annual meeting of the members for the election of officers and for the transaction of such other business as may properly come before the meeting shall be held on the 1st Saturday preceding the 4th of July weekend each year. Such annual meetings shall be general meetings and open to the transaction of any business within the powers of the Association.

06/30/08

*(Please note: At the June 30, 2007 PWA Annual meeting, the membership voted that “Any Association member submitting an agenda item for the Annual Meeting must be present in person at the Annual meeting to present the item to the membership or the item will be tabled without discussion or action taken.)*

**Section 8. Special Meetings.** Special meetings of the members may be called at any time by the Clerk of the Association upon the request of the President, or upon the request of a majority of the members of the Association.

**Section 9. Delayed Annual Meeting.** If for any reason the annual meeting of the members shall not be held on the day herein before designated, such meeting shall be called and held as a special meeting as soon thereafter as is practical and convenient, and the same proceedings may be held thereat as at an annual meeting.

06/26/99

**Section 10. Notice of Meetings.** Notice of every annual meeting and of every special meeting of the members shall be served personally or by mail on each member entitled to vote at such meetings not less than ten (10) nor more than forty (40) days before the meeting. Such notice shall state the purpose or purposes for which the meeting is called, and the time when and the place where it is to be held. If mailed, such notice shall be directed to each member entitled to notice at his/her address as it appears on the books or records of the Association. Notice of the time, place, or purpose of any meeting need not be given to any member who in writing executed and filed with the records of the Association, either before or after the holding of such meeting, waive such notice.

06/26/99

### **ARTICLE III** **Directors and Officers**

**Section 1. Officers.** The officers of this Association shall consist of a board of not less than five (5) nor more than nine (9) directors including a President, Vice President, Treasurer and Clerk and such other officers and agents all of whom shall be members of the Board of Directors. The immediate Past President is automatically one of the above directors.

The present officers shall be the Board of Directors and they shall be the Board of Directors and officers until the next Annual Meeting at which time the Directors will be elected by the voting members at the Annual Meeting.

**Section 2. Elections.** The officers of the Association shall be elected annually by the Board of Directors at the annual organization meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 3. Removal of Directors.** At any annual or special meeting of members duly called, any one or more of the Directors may be removed with or without cause by a two-thirds of all votes of members entitled to be cast and a successor may, but need not be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given the opportunity to be heard at the meeting.

**Section 4. Removal of Officers.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his/her successor elected from the remaining Directors at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purposes. The removed officer shall remain on the Board of Directors unless removed by the membership according to Section 3 hereof.

06/26/99

**Section 5. Indemnification of Directors, Officers and Others.**

(a) Subject to subsection (b), the Association shall indemnify any individual who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she is or was a director or officer of the Association, or a member of the Association made a consultant to the Board of Directors by a formal vote of the Board. Any such individual is referred to herein as an "Indemnitee." Such indemnification shall be with respect to any liability arising out of such proceeding and shall expressly include such Indemnitee's attorneys' fees and expenses incurred in connection with the proceeding.

(b) The indemnification obligation of the Association set forth in subsection (a) shall be subject to the Board of Directors' determination that: (i) the Indemnitee acted in good faith and in his or her official capacity with the Board of Directors or as a consultant to the Board of Directors; (ii) the Indemnitee reasonably believed that his or her conduct was in the Association's best interest and consistent with applicable law; and (iii) the attorneys' fees and expenses incurred by the Indemnitee are reasonable. Such determinations shall be made pursuant to subsection (d) no later than thirty (30) days after the Board of Directors (or any member thereof) receives a written request therefor from an Indemnitee.

(c) The Association may pay for or reimburse the reasonable expenses incurred by an Indemnitee who is a party or is threatened to be made a party to a Proceeding in advance of the final disposition of such Proceeding if: (i) the Indemnitee furnishes the President or other officer of the Association with a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in subsections (b)(i) and (b)(ii) above; and (ii) the Indemnitee furnishes the President or other officer of the Association with a written undertaking, executed personally or on the Indemnitee's behalf as his or her unlimited general obligation, to repay the advance if it is ultimately determined that the Indemnitee did not meet such standard of conduct. The Board of Directors may require such undertaking to be a secured obligation.

(d) The determinations described in subsection (b) shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to a Proceeding, except that if such a quorum cannot be obtained the determination shall be made by: (i) a majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding; or (ii) special legal counsel selected by the Board of Directors or a committee of Directors in the manner prescribed in this subsection (d) or if a quorum of the Board of Directors cannot be obtained and a committee cannot be designated, selected by majority vote of all of the Directors (in which selection Directors who are parties may participate).

[Section 5 adopted at the Annual Meeting on June 27, 2015]

#### **ARTICLE IV** **Powers of Directors**

The Board of Directors shall hold office until others are chosen in their stead at the annual meeting. They shall have and may exercise all the powers of the Association except such as conferred upon the members by law, by the Articles of Agreement and any other provision of these By-Laws. Vacancies in any office may be filled by the Board of Directors through less than a quorum. The Board of Directors has the authority to assess reasonable fines and penalties for violations of rules, regulations and by-laws.

The Board of Directors shall not commit the Association for a total of more than \$5000 above the approved budget. No check signature shall sign checks payable to him/her self.

#### **ARTICLE V** **President**

The President shall be elected annually by the Board of Directors and shall hold office for one year or until his/her successor shall be chosen. He/she shall be the chief executive officer of the corporation unless otherwise ordered by the Board of Directors. He/she shall preside at all meetings of the members and of the directors and shall perform such other duties as are imposed upon him/her by these by-laws or as may be assigned to him/her by the members collectively or directors. The President shall be the second authorized signature for emergencies on checks drawn on any bank account of the Association, and he/she shall be bonded for like amount as the Treasurer. The President may serve an unlimited number of years.

#### **ARTICLE VI** **Vice President**

The Vice President shall be chosen in the same manner and for the same term as the President and shall act as presiding officer in the absence of the President. He/she shall perform any duties assigned to him/her by the President or the Board of Directors.

06/26/99



**ARTICLE VII**  
**Treasurer**

The Treasurer shall be chosen in the same manner and for the same term as the President and shall, subject to the discretion and under the supervision of the Board of Directors, have the care and custody of the funds, books, and financial records of the corporation; shall have power to endorse for deposit or collection all notes, drafts, checks and other obligations for the payment of money to the corporation or its order; and to sign notes, drafts, and checks drawn upon any bank account of the corporation. Any obligation of the Association over \$100 must have the approval of the Board of Directors of the Association before payment. He/she shall keep accurate books of account which shall be the property of the Association. The Treasurer shall be bonded in such sum and with such sureties as the directors may require. Immediately following the Annual Membership meeting, the Board of Directors shall obtain an independent audit of the Corporation's books and other financial records prior to the succeeding Treasurer's assumption of duties. If a Treasurer while still in office resigns, leaves, or is otherwise unable to satisfactorily continue in office, an immediate independent audit of the Corporation's books and financial records shall be obtained by the Board of Directors and a new Treasurer elected from within the Board.

Every January & July, each member of the Board of Directors shall receive and review the association's bank statements for all activity for the previous six months. The Treasurer shall provide system generated reports to the Board, showing all monthly detail which supports the bank transactions. Any member of the Board may request additional supporting detail, such as invoices or deposit slips from the Treasurer, to validate and audit as necessary.  
(Last paragraph added by vote at 2018 Annual Meeting. 06/30/2018)

**ARTICLE VIII**  
**Clerk**

Effective immediately, the Clerk shall be chosen in the same manner and for the same term as the President and shall be a Member of the Association with a house within the PWA. He/she shall attend all meetings of the members and directors and record the proceedings thereof. He/she shall notify the members and directors of their meetings in accordance with the by-laws and shall perform such other duties as the members or directors may from time to time determine and as are required by applicable statutes.

06/25/2011

**ARTICLE IX**  
**Meetings of the Board of Directors**

Regular meetings of the Board of Directors may be held at such times and places as the Board may by vote from time to time determine and, if so determined, no notice thereof need be given. A regular meeting of the Board will be held without notice immediately after, and at the same place as the annual meeting of members. Special meetings of the Board may be held at any time and place when called by the President or Treasurer, or two or more directors upon notice. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but

a lesser number may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting a majority of the members in attendance shall decide any question brought before such meeting.

**ARTICLE X**  
**Guidelines**

The following guidelines will become part of the by-laws of the Association:

- 1) Restrictions that run with the lot owner's deed.
- 2) Rules that are posted for beach, docking, and other Association facilities.
- 3) Rules that apply to the availability of dock slips.
- 4) Restrict all boats / watercraft etc., using Port Wedeln boat slips or moorings, to a maximum width of 8'6" and / or a maximum length of 22'6."

06/30/07

Measurements will be taken from the widest point, side to side, and from the longest point from the front to the rear to include any and all optional equipment. The out-drive is excluded.

06/30/07

All previously registered boats / watercraft etc. that have been assigned a Port Wedeln mooring or slip prior to the June 26, 1999 annual PW general meeting which exceed the size limits of 8'6" in width and / or 22'6" in length will be grandfathered and exempt from this size restriction.

Individuals whose boat / watercraft etc. is currently assigned a slip or mooring (whether it is grandfathered or not) who purchase a new or different boat / watercraft etc., their new boat / watercraft etc. will not be grandfathered and must conform to the size restriction.

06/26/99

All new applicants (boats / watercraft etc.) for a slip or mooring, who have not been assigned a mooring or slip as of June 26, 1999, must conform to the size restriction and cannot exceed 8'6" in width or 22'6" in length.

This restriction, voted by the Port Wedeln Association general membership and effective June 26, 1999, prohibits the granting of any and all waivers regarding this size restriction provision.

06/26/99

The use of boat slips and moorings is restricted to "one lot-one owner."

06/25/05

As used in these By-Laws, the term "Jet-Ski" means any watercraft which is not more than 11'2" (134 inches) in length nor more than 4'1" (49 inches) in width, which uses an inboard motor powering a water jet pump as the vessel's only motorized source of propulsion, which has the capacity to carry not more than the operator and two other persons, and which is designed to be operated and ridden by persons sitting, standing or kneeling on the

vessel rather than the conventional manner of sitting or standing inside the vessel. In determining the width and length of a vessel, measurements will be taken from the widest point, side to side, and from the longest point from the bow to the stern, in each case including all optional equipment. (07/25/09)

5) Enforcement Procedures relating to By-laws, Restrictions, and Rules and Regulations of the Port Wedeln Association:

1. Assign a member of the board to discuss the violation/situation with the individual/family in an attempt to informally resolve the issue.
2. Failing #1 above, issue a formal letter stating the violation, referencing the applicable By-law, and stating what corrective action must take place. A time for such correction will also be included.
3. If the correction has not been made, a certified notice will be issued which will contain a description of the fine/penalty including the suspension of Association privileges (beach, docks or moorings), and the date of the enactment of the penalty.
4. Certified notice of enforcement of penalty. Fine may be issued on a Per Diem Basis, or in a lump sum, whichever is appropriate to the situation. Amount and type of penalty will be determined by the Board. An administrative fee could be added.
5. Legal action- lien against property and recorded at Registry of Deeds

06/28/03

The enforcement procedures set forth in this Article X shall not apply to violations of any of the following provisions:

- (a) The obligation to pay annual dues or other assessments described in Article II, Section 6.
- (b) The obligation to pay dock fees, mooring fees, jet ski fees, temporary dock fees and/or temporary mooring fees described in the PWA Dock and Mooring Rules part of these By-laws.
- (c) The section of Article X of the By-Laws captioned "Boat Removal".
- (d) Section 9A of the Dock and Mooring Rules captioned "Deadline for Boat Registration and Liability Insurance".
- (e) The Board and Association Policy adopted on 06/25/2005 captioned "Golf Carts".
- (f) The Board and Association Policy adopted on 06/25/2005 captioned "Drop Off & Pick Up Policy".

- (g) Any other by-law, rule, regulation or policy, the violation of which may reasonably result in a safety hazard, property damage or health issue, such as, but not limited to, smoking of any kind.
- (h) Any violation by a rental “customer” or their family/guests will result in the fine being sent to the property owner.

[The above paragraph, including subparts (a) – (g), adopted at the Annual Meeting on June 27, 2015] [(g) amended and [h] added at special meeting July 6,2019

### **Boat Removal**

All boats must be off the moorings by 10/1 each year. This is to allow the marine company to remove the moorings and mooring field lights. If there are boats remaining on the moorings after that weekend, requiring the marine company to make another trip, the owners of the boats remaining on the moorings will be assessed the cost. (The mooring field light buoys cannot be removed until the last boat has been removed.)

(date changed to 10/1 from Columbus Day weekend by vote at Annual Meeting 06/30/2018)

06/26/04

### **ARTICLE XI** **Amendments**

These by-laws may be altered, amended, or repealed at any annual meeting of the members, and may be amended at any special meeting of the members called for the purpose, in the notice of which the subject matter of the proposed alteration, amendment or repeal, or, the articles to be affected thereby, shall be specified.

06/26/99

## ARTICLE XII

### **Use of OHRV and Golf Carts on Association Property**

Except to pick up or drop off passengers, no motorized vehicles shall be used on the Association property except in compliance with this By-law.

Any OHRV or Golf Cart (hereinafter "OHRV") used on the Association property must comply with all applicable law, including New Hampshire RSA 215-A: 15 - Off Highway Recreational Vehicle (OHRV) laws and the Ordinance passed by the Town of Wolfeboro for OHRV use in the Port Wedeln neighborhood, unless as noted below, and all owners of street legal Golf Carts in addition must comply with the New Hampshire Statutes Title XXI for Motor Vehicles and the Port Wedeln OHRV By-Law where applicable.

\*All OHRV's must have either a current OHRV registration decal or if street legal a current license plate displayed on said vehicle while on Association property.

\*Only licensed drivers are allowed to operate OHRV's on Association property.

\*All passengers on OHRV's must be seated during operation and the vehicle seating capacity must not be exceeded while on Association property.

\*All owners of OHRV's must sign a waiver of responsibility before they are allowed to operate on Association property.

*\* Asterisk designates typical language found in the OHRV Ordinance for the Town of Wolfeboro.*

All OHRV's must have liability insurance in the amount of \$500,000, with a copy of said insurance submitted to the association clerk each year. No OHRV is allowed on the Association property without said liability insurance.

OHRV's used on Association property must not exceed 126" in length and 57" in width.

All OHRV's used on the association property must have the name of the owner affixed to the front of the vehicle in a manner such that the name of the owner is clearly legible and readable.

OHRV's used on the Association property must be parked in the designated parking area and must not infringe or interfere with the emergency vehicle parking area.

Only one OHRV per household can be parked on Association waterfront property at any given time.

The registered owner of the OHRV is responsible for any violation of the by-laws by whoever is operating or riding upon the OHRV.

No OHRV's are allowed on the grass sitting area of the Association property, except in an emergency or where necessary to pick up a handicapped person.

All OHRV's used on Association property must be registered on a list held by Association. (As boats are). An application sheet is available from the clerk or designee.

In the case of any violation of this By Law, the Board will follow the provisions of Article X, paragraph 5 of the PWA By Laws, except that no discussion as referenced in sub paragraph 1 is required. In imposing any fines or penalties, the Board in its sole discretion may look to, but need not follow, the provisions setting forth fines for violation of the Town of Wolfeboro Ordinance governing the use of OHRVs in the PWA neighborhood.

06/24/2017

## PWA DOCK AND MOORING RULES

**I. TERM & FEE:** Docks and Moorings are rented on an annual basis. The Boating Season is defined as the period from Memorial Day weekend through the Monday of Labor Day weekend. Fees will be established by the Board of Directors.

06/24/04

Effective with the 2012 boating season, the Annual Dock Fee shall be raised by \$100 to \$550 the Annual Mooring Fee to be raised by \$50 to \$325, the Temporary Docking/Mooring Fee to be raised from \$5 per day to \$10 per day, and the Jet Ski Fee to be raised by \$25 to \$250.

06/25/2011

Effective with the 2020 boating season, the Annual Dock Fee shall be raised by \$25 to \$575 the Annual Mooring Fee to be raised by \$25 to \$350 and the Jet Ski Fee to be raised by \$25 to \$275.

Approved at special meeting on 07/06/2019

*Amended:* Effective starting with the remaining portion of the 2013 season, the Temporary Docking/Mooring Fee will be \$5.00 per day

06/29/2013

**2. SENIORITY (CHOICE OF DOCK OR MOORING):** A seniority list will be established on March 31<sup>st</sup> of each year to determine the choice of dock or mooring. Position on the list will be determined by the number of successive years a member has been on the seniority list. Assigned dock and mooring locations will be maintained from season to season. If a member desires to change dock or mooring location, it is the member's responsibility to request such change in writing to the Dock Master. Requests to change will be considered in order of seniority when the next dock space becomes available. During the Boating Season, member's boats must only be in the assigned spaces, unless by special arrangement with the Dock Master. Members should notify the Dock Master of their intended launch date in the spring to insure their assigned space is available.

**3. PAYMENT:** Full payment for dock or mooring along with dues, fees, and fines must be received by March 31<sup>st</sup> in order to remain on the seniority list. If payment is not received, the Dock Master is authorized to remove the individual from the seniority list and award the dock or mooring to the next eligible member. No application can be made for the seniority list with any account outstanding.

**4. ELIGIBILITY:** A member must own a home in Port Wedeln to be included on the seniority list. In the case of new construction, a copy of the occupancy certificate from the Town of Wolfeboro must accompany the application to the seniority list.

Application to the Seniority list must be made to the Dock Master in writing and seniority placement at the end of the list will be based upon the date of receipt of the written application. One application and eventual assignment of a dock space or mooring will be allowed for each

member. A member may request in writing to the Dock Master at any time that their name be removed from the seniority list. When a dock or mooring assignment becomes available, the Dock Master shall offer it to the next member on the seniority list. The member shall respond within two weeks with one of three options:

- a. The member accepts the assignment with intent to place a boat in the water during the current year Boating Season.
- b. The member accepts the assignment, but will not place a boat in the water during the current year boating season (see Rule 8 Continuance).
- c. The member declines the assignment, but maintains position on the seniority list, awaiting the next opening.

**5. USE OF DOCKS/MOORINGS:** Assigned docks and moorings during the boating season are for the exclusive use of Association members and may not be transferred to or used by non-members. A member also cannot assign his dock or mooring to another member on a temporary or permanent basis. The watercraft occupying a mooring or dock must be owned by and registered to the Association member to whom the dock or mooring is assigned.

06/30/08

**6. TEMPORARY DOCK AND MOORING ASSIGNMENT:** The Dock Master is the only person to determine the use of and payment for a temporarily unused dock or mooring. The Dock Master can allow another member to use a dock or mooring if it is unoccupied by the assigned member for more than two days. During the Boating Season, the fee for temporary use of a dock or mooring shall be \$5.00 per day. If a dock or mooring will be unoccupied for the season, it will be assigned to the next eligible member on the seniority list for the duration of that season.

**7. GUEST DOCKS:** Two docks are maintained at the end of the dock area for temporary docking by guests and members. They are appropriately labeled with time limits set by the Board of Directors.

**8. CONTINUANCE:** If an assigned dock or mooring has not been occupied for at least two weeks during the Boating Season, the member must have the boat in the dock or on the mooring by the day preceding the next Association Annual Meeting. If the member has not complied with this requirement, the member will be dropped to the bottom of the seniority list, and the Dock Master will re-assign the dock or mooring at the Annual Meeting.

**9. LIABILITY INSURANCE:** PWA Members who are using or intend to use a PWA slip/mooring for any motorized watercraft, commencing in 2012, shall submit to the Dock Master or his/her designee a copy of a policy or a certificate of liability insurance in a minimum amount of \$500,000, naming the Port Wedeln Association as an additional insured, along with a copy of watercraft registration valid and effective for the upcoming boating season no later than March 31<sup>st</sup>. Should said policy or certificate of insurance expire before October 31<sup>st</sup> of the year for which it was provided, the PWA Member immediately upon expiration of said policy or certificate shall provide the Dock Master of his/her designee with an updated, current copy of the policy or certificate of liability insurance.



(Due date changed from 3/1 to 3/31 by vote at Annual Meeting 06/30/2018)

06/25/2011

**9A. DEADLINE FOR BOAT REGISTRATION AND LIABILITY INSURANCE:** The deadline for submitting boat registrations and proof of insurance is March 15<sup>th</sup> each year. If not submitted on time, a fine of \$50.00 will be imposed. If payment and fine are not received by April 15<sup>th</sup>, the member will lose their spot on the seniority list. This is to supersede the discipline procedure in Article X Section 5, which therefore does not apply (except for legal action if the fine is not paid.)

Approved by the annual meeting on: 06/29/2013

**10. One Year Boat Dock/Mooring Waiver:** If a member, for any reason, is not going to be able to use their assigned dock or mooring during an upcoming boating season, the member shall submit a request to the Board prior to March 31st to have their assigned dock or mooring location held for one year in their name. The member requesting the waiver will provide an explanation for the absence and if approved will not be liable for a dock or mooring fee and will sign an agreement that they will not use that location for the entire boating season. The dock or mooring will then be assigned to the next eligible person on the seniority list (with those on the mooring seniority list having priority for a dock) with the written understanding that this is only for 1 (one) boating season and they are obligated to pay the full mooring or dock fee, after which they will resume their normal spot on the seniority list to await the next opening. If a move from a mooring to a dock leaves an empty mooring that mooring will be offered to the next eligible person on the seniority list with the written understanding that this is for 1 (one) year only and that they are obligated to pay the mooring fee.

**This is a ONE TIME ONLY waiver with all parties signing the agreement.**

(Date changed from 3/15 to 3/31 by vote at Annual Meeting 06/30/2018)

Approved by the annual meeting on: 06/29/2013

***INTENTIONAL VIOLATION OF THESE RULES WILL BE SUFFICIENT REASON FOR THE BOARD OF DIRECTORS TO REVOKE THE MEMBER'S USE OF THE DOCK OR MOORING AND REMOVE HIM/HER FROM THE SENIORITY LIST.***

06/23/2001

## PORT WEDELN RESTRICTIONS

The premises shall be conveyed subject to the following restrictions which the grantee(s) by acceptance of this instrument agrees for him/herself, his/her heirs, administrators, executors, and assigns, to keep for the grantor and the succeeding owners of any and all lots in this subdivision; they shall be considered to be covenants running with the land;

1. The premises conveyed hereunder shall be used for residential purposes only and the usual and natural uses in connection therewith, but the premises may be rented when not owner occupied. Not more than one dwelling shall be erected, permitted, or maintained on the premises described herein, and such dwelling be designated for use by not more than one family. No business, trade, or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in this subdivision, nor shall any animal, birds, fowl, or poultry, except common household pets, be kept at any time thereon. No structure on said premmises shall be rented separately from the dwelling house.
2. No structures shall be erected or maintained on the premises without written approval prior to the start of construction of the grantor or its successors as developers of this development. Such approval will be made upon submission of proper plans and specifications, and a site plan showing the locations of each structure on the lot, to the Board of Directors by the owner of the property. No structure shall be erected or maintained on the premises unless set back at least thirty (30) feet from the nearest sideline of any road and at least fifteen (15) feet from any other boundary lines. All structures shall be completed on the exterior and no tarred paper or other temporary covering shall be permitted.

We are suspending the necessity for submitting building plans to the Board, as long as Association setback requirements are equal to or less than those of the Town of Wolfeboro.

06/28/08

3. No Temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operation. All structures shall be completed on the exterior within six months from the start of construction. All sewage and waste disposal shall be accomplished by means of a septic tank, of standard type, approved by the grantor and properly proportioned for its per capita demand. Tile feeders shall be laid from the affluent chamber in sufficient length to properly drain the tank capacity. No seepage whatsoever shall be permitted to drain directly into the water of any lake, stream, or river, and no chemical closets shall be used. All buildings or structures on said premises are to be kept in good repair and condition, and all lots shall be kept neat and free of rubbish and debris.

Any structure destroyed or damaged by fire or other casualty shall be demolished or repaired within sixty days of the occurrence of such event (or extension granted by the Board) and the premises placed in an orderly condition or restored to a slightly condition.

06/26/99

4. The premises described herein shall not be subdivided and shall not be conveyed by deed, or by operation of law, except as one tract of land. No structure on said premises shall be rented separately from the dwelling house.
5. No house or travel trailer, basement or tent shall be occupied as living quarters on said premises.
6. The premises are conveyed subject to such utility pole rights, water rights, and rights of way that presently exist. The grantor reserves to itself and its successors, easements and right of way over the conveyed premises for the installation and maintenance thereon of telephone and electric poles, lines or conduits, and or sewers and conduits for storm and sanitary purposes, gas and or water mains, or for any other similar facility deemed convenient or necessary by the grantor for the service of the premises conveyed and or other premises including the plot development as shown on the latest map or plan approved by the Planning Board of the town of Wolfeboro, and to other premises including premises owned by others.
7. If the grantee herein named, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real estate in this development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him/her/them from so doing or to recover damages or other dues for such violations. All attorney's fees will be paid by the opposing litigants to the Association in the event of any legal action.
8. All real estate signs must be applied for to the Board of Directors before being displayed.

Invalidation of any one or more of these covenants or restrictions by judgment of court or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

06/26/99

**PORT WEDELN ASSOCIATION, INC.**  
**BEACH AND DOCK USE GUIDELINES**

**PARKING:** Parking at the bottom of the road is limited to 15 minutes for loading and unloading. Extended parking cannot be permitted due to space limitations.

**SAFETY:** Parents or guardians are responsible for the safety and conduct of their children at all times, when using the Association waterfront. There are no lifeguards. Please stop children from throwing any objects (especially rocks or sand), pushing, running or excessive horseplay. Swimmers are cautioned not to venture more than 100 feet from shore due to the boat traffic. Distance swimming should be done parallel to shore.

Basically, use common sense at the waterfront and respect the rights of others to enjoy the facilities.

**CLEANLINESS:** Pets are not allowed in the Port Wedeln Association Waterfront Area, except that Members can take their dogs on a leash down to the water for a swim at the end of the main dock area and to a Member's boat. This rule excludes Service Dogs.

06/26/2010

There are no facilities for disposal of trash. Bottles, cans; paper cups, etc. which you bring to the waterfront should be picked up and taken when you leave. Please remind your children that bait containers are not to be left around the docks, on the breakwater, nor thrown into the water. If you smoke, please bring a container for disposal of cigarette butts to take with you upon leaving. They must not be thrown into the water or put in the sand.

**NOTE:** New Hampshire law prohibits the washing of hair, body, clothing, or animals in the lake.

**SMOKING:** Smoking (including cigarettes, cigars, electronic cigarettes and vapor cigarettes) is not allowed anywhere on the Port Wedeln Association Waterfront Area (i.e., the hill, lower parking area, docks, sandy beach area, upper grassy area and decks), except however, that smoking is allowed in the designated smoking area at the northern end of the PWA Waterfront Area, which designated smoking area includes the smaller deck.

[The paragraph above reflects amendments approved at the Annual Meeting on 6/25/16.]

**BOATS:** Boats should be handled with extreme caution around the Pt Wedeln Association lakefront. Boats are not to be launched or brought into the water directly in front of the sandy beach extending as far out to the far end of the boat mooring field. Boats also are not to be brought on to the beach. Boats, canoes, sailboats, paddleboats, paddleboards, etc. are not to be navigated in the swimming and mooring area except to egress or return to the temporary dock or an individual mooring site, and will navigate outside of the raft and outside of the mooring lights area; except however, that when the temporary dock is not in place, kayaks may be launched from and taken out at the sandy beach area.

[The paragraph above reflects amendments approved at the Annual Meeting on 6/25/16.]

## KNOW THE NEW HAMPSHIRE BOATING LAWS

**USE OF SHED:** The shed is present for one reason: storage of bubblers, rakes, shovels and other equipment for use at the waterfront. No personal items are to be stored in the shed.

**IMPORTANT REMINDER:** As a member, you are responsible for familiarizing your guests or renters with the above rules. We suggest that they be posted in a conspicuous place in your home. We also suggest that your guests or renters be made aware of the fact that beach chairs at the waterfront are the personal property of the Association members. The Association does not own or provide them. In consideration of those who live near the waterfront, evening quiet time at the beach is 11:00 P.m., except for Association sponsored events.

06/26/99

## **BOARD AND ASSOCIATION POLICIES 08/22/2020**

**08/8/1998 Brush Cutting :** The owners of the properties at #4 & #6 Lloyd Rd. have permission to trim vegetation on Port Wedeln property between their lines and the grass area on a regular basis. The vegetation must remain at a height of no less than 3-4 feet, in order to preserve the root systems which are vital in holding the soil and preventing erosion. Increased visibility, as well as the additional lighting recently installed on the waterfront is a deterrent to vandalism. Therefore, it is in the best interest of the Assoc. BOARD VOTE

**08/12/2000 Tree Cutting:** Anyone wishing to cut any trees on Port Wedeln property should submit a written request to the Board, or appear before the Board prior to doing any cutting. BOARD VOTE

**10/13/2001 Boat Removal:** All boats will have to be off the moorings or at the dock by 10/1 each year. BOARD VOTE  
(Date changed from Columbus Day Weekend to 10/1 by vote at Annual Town Meeting. 06/30/2018)

**04/2/2005 & 6/30/2007 New Business:** Items of new business will only be allowed to be discussed at Annual Meeting if they have been presented to the Board in writing at least 30 days before the meeting. (Based on suggestion by Atty. R. Walker) The petitioner must be in attendance to present his/her issue. ASSOCIATION VOTE

**06/25/2005: Golf Carts:** Owners' names must be affixed to all golf cart/waterfront use vehicles in a clearly visible location by no later than 7/4/05. If this has not been done by 7/5/05, a \$50 fine will be imposed, and if that fine has not been paid by that date, the vehicle will not be allowed to park at the waterfront. Further, no more than 1 cart per lot will be allowed to park at the waterfront at any given time. ASSOCIATION VOTE

**05/20/2006 Drop Off & Pick Up Policy:** Because of abuse of guest docks, both guest docks will be used for “drop off and pick up only” – Violators will be fined. BOARD VOTE

**Jet Ski Procedures:** Policy is established on an annual basis, based on the number of spaces as well as the number of members wishing to utilize those spaces. (Copies will be attached to the Clerk’s copy of the minutes of Annual Meetings.)

**05/12/2007 Procedure for Temporary Rental Assignment of Docks/Moorings:** This was outlined by Maureen Wheeler and Frank Bonomi. Copy will be attached to the Clerk’s copy of the minutes of the ’07 Annual Meeting.

**06/2/2007 Privacy Policy:** In an effort to guarantee the privacy of individual members of the Association, no member of the Board of Directors, or its representative, may make available to the public, or any other member, the financial account information of individual members. The sum total of an account that is at least two years in arrears will be available. An exception would be at the time of a sale of property, if necessary, to satisfy and close the account. (on hold)

**07/06/2019 Dues Increase:** Approved at special meeting July 6, 2019 annual dues will increase from \$175.00 to \$200.00 per year beginning in Jan 2020.

**07/6/2019 Rules and Regulations:** A copy of PWA Rules and Regulation must be read and signed by all tenants (long term and short term) and returned to PWA either to our address, PO Box 414, Wolfeboro Falls 03896 or to our email address [pwawedeln@gmail.com](mailto:pwawedeln@gmail.com) **prior** to using our facilities.  
Approved at Special Meeting July 6, 2019

**08/22/2020 Posting Notices:** Only board approved material may be posted on the glass bulletin board at the water front.  
Approved at Special Meeting August 22, 2020

**08/22/2020 Fine Schedule:** It was announced that the board approved fine schedule for smoking on the beach and tying up for an excessive period of time at the pickup and drop off dock would be as follows: First Violation \$250.00, Second Violation \$500.00, Third and all subsequent Violations to be \$750.00.  
This was announced at the Special Meeting August 22, 2020.