



Town of Seabrook, New Hampshire  
99 Lafayette Road, Seabrook, NH 03874, 603-474-5605

## Notice of Decision

Case 2025-1 – Proposal by Gen4 Builders, LLC for a 5-lot subdivision at 111 Walton Road, Tax Map 10, Lot 106.

You are hereby notified that on March 17, 2025 the Seabrook Planning Board voted to approve case 2025-1 with the following conditions;

1. Site Security is set at \$150,000 recommended by TEC
2. Agreement for HOA with BOS to enter for town road maintenance, line of site distance.
3. HOA agreement is approved by planning board legal
4. "No Snow Storage" sign placed
5. Paved walkway depicted west side of paved road, terminates at cul-de-sac curve and at town road.

When you are ready to proceed, please **contact the Building Inspector** at 603-474-3871. All changes to the plan require prior approval by the Planning Board. If a financial security is a condition of approval please contact the Town Treasure at 603-474-8027 to arrange completion of required documentation.

The applicant **has 180 days** from date of approval to meet the conditions set forth above, or the Planning Board approval will expire. The applicant shall notify the Planning Board, in writing, when the stipulations have been fulfilled.

\_\_\_\_\_  
Planning Board Chair

Betsy Sullivan member  
Applicant

\_\_\_\_\_  
Date

6-30-25  
Date

## LIMITED LICENSE AGREEMENT

This Limited License Agreement (“**License**”) is entered into by and between the Town of Seabrook, a New Hampshire municipal corporation with a principal place of business at 99 Lafayette Road, Seabrook, NH 03874 (“**Town**”), and Gen 4 Builders, LLC, a Massachusetts limited liability company with a principal place of business at 623 Whipple Road, Tewksbury, MA 01876 (“**Licensee**”). Hereinafter, the Town and Licensee may be referred to individually as “**Party**” and collectively as “**Parties**.”

### RECITALS

**WHEREAS**, by virtue of a Warranty Deed recorded in the Rockingham County Registry of Deeds at Book 6515, Page 1890, Licensee owns the real estate located at 111 Walton Road, Seabrook, Rockingham County, New Hampshire, Map 10, Lot 106 (“**Property**”); and

**WHEREAS**, on March 17, 2025, the Seabrook Planning Board (“**Planning Board**”) approved Licensee’s application to subdivide the Property (“**Subdivision**”); and

**WHEREAS**, as part of the Subdivision, Licensee proposes to construct a new road, to be named “**Navillus Way**,” which will intersect with Walton Road; and

**WHEREAS**, Walton Road is a Class V highway managed, maintained, and/or owned by the Town and may be referred to hereinafter as “**the Town’s Right-of-Way**”; and

**WHEREAS**, as a condition of Subdivision approval, the Planning Board required that Licensee reach an agreement with the Town, allowing Licensee to increase sight distances along Walton Road from the proposed intersection with Navillus Way by clearing vegetation along the northerly side of Walton Road, to the east of the proposed Navillus Way; and

**WHEREAS**, the Town is willing to grant Licensee a limited license to enter the Town’s Right-of-Way and to clear vegetation from said Right-of-Way along the northerly side of Walton Road under the terms and conditions of this License;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. **Grant of License.** The Town hereby grants Licensee, its employees, agents, and contractors, a non-exclusive license to enter upon, use, and occupy the Town’s Right-of-Way strictly for the purpose of removing and/or clearing vegetation along the northerly side of Walton Road in order to increase sight distances from the proposed intersection of Walton Road and Navillus Way (“**Work**”). This License is limited, and Licensee is restricted, to Work along the northerly side of Walton Road, within three hundred feet (300’) of the proposed intersection of Walton Road and Navillus Way, as depicted on the Grading & Drainage Plan, Drawing #C-4, approved by the Planning Board on March 17, 2025. All Work performed by Licensee shall be at

Licensee's sole cost and expense. Licensee is not authorized to take any action or perform any work within the Town's Right-of-Way that is not expressly authorized by this License.

2. **Non-Exclusivity.** This License shall at all times be and remain subject to the right of the Town, its employees, agents, representatives, contractors, and invitees, to enter upon the Town's Right-of-Way at any time for any purpose.

3. **Effective Date.** The Effective Date of the License shall be the date on which this License has been fully executed by all Parties.

4. **Term of License.** This License shall expire on the earlier of: (i) Licensee's completion of the Work; (ii) two (2) years after the Effective Date; or (iii) any earlier termination of this License by either Party. Either Party may terminate this License at any time, for any reason or no reason, upon fifteen (15) days' advance, written notice to the other Party.

5. **No Warranties.** The Town has not made, and hereby disclaims, any and all warranties relating to the property affected by or subject to this License, including, without limitation, warranties of habitability, merchantability, and fitness for a particular purpose.

6. **Compliance with Laws.** In performing the Work, Licensee agrees to comply with and abide by all applicable federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations.

7. **Liens.** Licensee will not permit to be created or to remain undischarged any mechanics', laborers', materialman's, suppliers', or vendors' liens upon of the Town's Right-of-Way or any other Town property or any part thereof or the income therefrom, and Licensee will not suffer any other matter or thing whereby the estate, rights and interest of the Town in the Town's Right-of-Way or Town property or any part thereof might be impaired. If any lien on account of an alleged debt of Licensee or any notice of contract by a party engaged by Licensee or Licensee's contractor to work on the Town's Right-of-Way or any other Town property shall be filed against the Town's Right-of-Way or any other Town property or any part thereof, Licensee, within fifteen (15) days after Licensee's notice of such filing, shall cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise.

8. **Insurance.** Throughout the term of this License, Licensee shall carry and maintain comprehensive general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed during the term of this License, covering the Town's Right-of-Way in the amount of One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of any one person, and Two Million and 00/100 Dollars (\$2,000,000.00) for injury to or death of any number of persons in one occurrence. Such limits shall be reviewed periodically by the Town and may be reasonably adjusted by the Town. The above insurance coverages shall specifically insure Licensee against all liability assumed by it under this License, as well as liability imposed by law, and shall also name the Town as an additional insured. Licensee shall provide the Town with proof of insurance prior to commencing any work within the Town's Right-of-Way.

9. **Indemnification.** The Town shall not be liable for any damage to, or loss of, property belonging to Licensee, its agents, employees, contractors, guests, invitees, tenants, or other persons, or for damage or loss suffered by the business of Licensee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, mold, rain, ice or snow, whether said damage or injury results from conditions arising upon the Town's Right-of-Way or any portion thereof. The Town shall not be liable in any manner to Licensee, its members, agents, employees, contractors, guests, invitees, visitors, or tenants, for any loss or damages caused by the criminal or intentional misconduct or by any act of neglect of third parties or of Licensee, Licensee's members, agents, employees, contractors, guests, invitees, or visitors. Licensee covenants that no claim shall be made against the Town by Licensee, or by any agent or member of Licensee, or by others claiming the right to be on the Town's Right-of-Way through or under Licensee, for any injury, loss or damage to the Town's Right-of-Way or to any person or property occurring upon the Town's Right-of-Way from any cause other than the intentional misconduct of the Town or its agents, employees, contractors, guests, invitees or visitors. In no event shall the Town be liable to Licensee for any indirect, consequential, incidental, special or punitive damages, including without limitation, loss of use, interruption of business, or loss of profits, arising out of, or in any way relating to, this License.

10. **Hold Harmless.** Licensee agrees to defend, indemnify, and hold harmless the Town, its officials, employees, volunteers, and agents (collectively, "Town Indemnitees") from and against any and all claims arising from Licensee's use of the Town's Right-of-Way, from the conduct of Licensee's business on the Town's Right-of-Way, the use or occupancy of any tenant of the Licensee or any guest or invitee thereof on the Town's Right-of-Way, or from any activity, work or things done, permitted or suffered by Licensee on or about the Town's Right-of-Way, and shall further defend, indemnify, and hold harmless the Town Indemnitees from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, breach of any implied warranty of habitability, or violation of any laws, rules, or regulations pertaining to Licensee's use and occupancy of the Town's Right-of-Way, or arising from any negligence or willful misconduct of the Licensee, or any of Licensee's agents, employees, contractors, guests, invitees or visitors, and from and against all reasonable out-of-pocket costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought against any Town Indemnitees by reason of any such claim, and Licensee, upon notice from Town, shall defend any such claim at Licensee's sole expense.

11. **Counterparts and Form of Communications.** This Agreement may be executed in two or more counterparts each of which shall constitute an original but all of which taken together shall constitute one in the same instrument. Executed and/or initialed pages of this Agreement and other communications relating hereto may be transmitted by facsimile or by electronic mail and used in place of original signatures and original documents. The parties intend to be bound by such facsimile and/or electronic signatures and other communications, are aware that the other party will rely on such facsimile and/or electronic signatures and other communications, and hereby waive any defenses to the enforcement of the terms of this Agreement or said communications based on the form of signature or the form of documents.

12. **Governing Law and Choice of Venue.** This License shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the provisions thereof governing conflicts of law. In the event of any lawsuit arising out of or in connection with this License, jurisdiction and venue shall vest exclusively in the Courts of the State of New Hampshire. In the event of any dispute between the Parties arising out of or in connection with this Agreement, the Town shall be entitled to an award of its reasonable attorneys' fees if it is the prevailing Party.

**IN WITNESS WHEREOF**, the undersigned have caused this License to be duly executed on the dates set forth below.

**TOWN OF SEABROOK  
By Its Board of Selectmen**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Harold F. Eaton, Chairman

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Theresa Kyle, Vice Chair

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Aboul Khan, Clerk

**GEN 4 BUILDERS, LLC**

Dated: 6-30-25 By: Barry Sullivan  
(Signed)

Barry Sullivan  
(Printed)

Its: Manager, Duly Authorized  
(Position/Title)

Return:

(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY OF DEEDS USE)

---

**DECLARATION OF COVENANTS AND EASEMENTS  
OF  
NAVILLUS WAY SUBDIVISION  
AND  
NAVILLUS WAY HOMEOWNERS' ASSOCIATION**

WHEREAS Gen 4 Builders, LLC, a Massachusetts Limited Liability Company of Tewksbury, MA, (referred to herein and in the By-Laws as the "Declarant"), is the record title owners of certain land shown on a plan entitled "Site Development Plan For 111 Walton Road (Map 10/Lot 106) Seabrook, New Hampshire 03874 Owner/Applicant Gen 4 Builders, LLC dated May 3, 2024 and recorded as Plan Number \_\_\_\_\_, (Referred to herein and in the By-Laws as the "Plan"); for Declarant's Title see Deed recorded with the Rockingham County Registry of Deeds in Book 6515, Page 1890; and

WHEREAS, the Declarant desires to establish a Homeowners' Association and By-Laws all in connection with the said land and the development shown on the Plan.

NOW, THEREFORE, each and every deed hereafter conveying any interest in the Lots of land described in the above-named Plan shall be subject to and with the benefit of the following covenants and easements which shall run with the land and inure to the benefit of, and be binding upon, the Declarant and each of the owners of the above-described Lots, their heirs, grantees, successors and assigns:

1. The Declarant hereby submits to this Declaration the land described on the Plan and shown on plan No. \_\_\_\_\_ as Lots 10-106-2, 10-106-3, 10-106-4, 10-106-5 and 10-106-6.
2. There is hereby established Navillus Way Homeowners' Association (referred to herein and in the By-Laws as the "Association"). Gen 4 Builders shall have certain rights to control the Association as provided in the By-Laws referred to herein.
3. The sole purpose of the Association shall be to perform the following

maintenance of the infrastructure of the property:

- (1) At least once a year the homeowners association shall inspect the detention basin and perform the following:
  - (a) Remove any litter or debris that has accumulated in the basin and in or around the standpipe.
  - (b) Remove any vegetation that has grown up through the rip-rap in the inlet pipe.
  - (c) Remove any vegetation that may be blocking the control structure.
  - (d) Inspect the basin embankments for erosion and repair as necessary.
- (2) At least once a year the homeowners association shall inspect the Water Quality Inlet and remove any accumulated debris or sediment.
- (3) Outlets of the storm water management system will be inspected bi-annually. Any evidence of erosion or other damage will be reported to the appropriate town representative and repaired as soon as possible. Remove any accumulated sediment in the vicinity of the outlet structure and clean as needed.
- (4) Inspect Sediment forbays monthly and clean them out at least four (4) times per year. When mowing grasses, keep grass height no greater than six (6) inches. Set mower blades no lower than 3 or 4 inches. Check for signs of rilling and gulying and repair as needed. After removing the sediment, replace any vegetation damaged during the cleanout by either re-seeding or resodding. When reseeding, incorporate practices such as hydroseeding with a tackifier, blanket or similar practice to ensure that no scour occurs in the forebay, while the seeds germinate and develop roots.
- (5) Infiltration basins:
  - (a) Inspections and preventative maintenance must be performed at least twice a year.
  - (b) Once in use, inspect after every major storm for the first few months to ensure it is stabilized and functioning properly and if necessary, take corrective action. Note how long water remains standing in the basin after a storm; standing water within the basin 48 to 72 hours after a storm indicates that the infiltration capacity may have been overestimated. If the ponding is due to clogging, immediately address the reasons for the clogging. Thereafter inspect the infiltration basin at least twice per year. Important items to check during inspections include:
    - (i) Signs of differential settlement
    - (ii) cracking
    - (iii) erosion
    - (iv) leakage in the embankments
    - (v) tree growth on the embankments
    - (vi) condition of riprap
    - (vii) operation of the drawdown device

(viii) sediment accumulation

(ix) health of the turf

- (c) Buffer area, side slopes and basin bottom to be mowed at least twice a year. Remove grass clippings and accumulated organic matter to prevent an impervious organic mat from forming. Remove trash and debris at the same time. Use deep tilling to break up clogged surfaces and revegetate immediately. Remove sediment from the basin as necessary but wait until the floor of the basin is thoroughly dry. Use light equipment to remove the top layer so as to not compact the underlying soil. Deeply till the remaining soil, and revegetate as soon as possible. Inspect and clean pretreatment devices associated with the basins at least twice a year, and ideally every other month.
  - (d) Monitor frequently for invasive species. When invasive species are discovered, they can be removed by either hand pulling, mechanical harvesting, hydro-raking, chemical treatment, drawdown or biological controls. If invasive species are discovered, report to the exotic species program at NHDES.
- (6) Brush and Shrubbery along easterly side of Walton Rd to be hand cleared as needed during growing season to maintain a better line of site. No heavy equipment or digging allowed per Seabrook Conservation Commission.
- (7) Road - Unless and until the road is accepted by the Town as a public road:
- a. The Declarant retains the fee title to the road with the right to convey same to the Town as a public way, and to grant easements for utilities for the subdivision. In the event the Town does not accept title to the road, the Declarant will convey title to the road to the Association;
  - b. The Town shall have no responsibility for road repairs or maintenance including, but not limited to, paving, snow plowing or snow removal, nor liability for any damages resulting from the use of the road;
  - c. The Association shall be responsible for maintaining the road to such specifications necessary to insure vehicular access in a good and passable condition and the Declarant, for itself and for the Association and Lot owners which are herein bound to the following, do hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining the road, which is a private road, and from any claim of any nature, whether in tort or otherwise, which the Declarant, Association or any Lot owner may have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including, but not limited to, police, fire and ambulance services, arising out of the use or condition of the road prior to Town acceptance of the road as a public road;
  - d. Each Lot owner assumes responsibility for transporting any children residing in any home located on Navillus Way to the nearest existing regular school bus stop;
  - e. Should the Town accept the road as a public road, the Declarant, or Association, shall convey all rights and any necessary easements to the Town for any drainage infrastructure located within, or serving, the



right of way, which the Town would thereafter own and maintain.  
(8) Take all actions necessary to effectuate this purpose of this Declaration

4. The NAVILLUS WAY Homeowners' Association shall hereby have non-exclusive easements and rights-of-ways across all land necessary to accomplish its purpose as described herein and shown on the Plan, and may hold or convey title to interests in real estate consistent with the purpose of the Homeowners' Association.

5. The Town of Seabrook shall have no responsibility or liability for the maintenance and operation of the above facilities and in the event that the Town of Seabrook performs any work in or on the detention basins or water quality swale in order to ensure their proper operation and functioning the Association shall reimburse the Town for all such expenditures and the Town shall have the right to use all such legal procedures allowed it under law to secure such reimbursement.

6. The Association shall have the right to make assessments against the Lot Owners for any costs incurred by the Association in connection with the purpose described above, on a pro rata basis equally among all of the Lots. Any costs or expenses incurred as a result of a Lot Owner's failure to pay assessments shall be assessed only against said Lot and Lot Owner.

7. The Association hereby grants the Town of Seabrook the right and easement to enter upon Navillus Way for purposes of repairs or maintenance necessary to protect and maintain Walton Road. Nothing herein shall be construed to require the Town to make repairs or take remedial action, and neither the Declarant, the Association, any Lot owner, nor any third party shall have any claim or cause of action in law or equity against the Town, its agents, servants, or employees arising out of the exercise or non-exercise of the Town's rights of repair and remediation under this paragraph.

8. The Association shall establish By-Laws for the conduct of the affairs of the Association, as the Association shall, from time to time, determine. The initial form of the By-Laws are attached hereto and made a part hereof.

[Signature page to follow]

IN WITNESS WHEREOF, Barry John Sullivan, Manager of Gen 4 Builders, LLC, in those capacities and on behalf of the company, have hereunto to set their hands this 30<sup>th</sup> day of June, 2025.

Gen 4 Builders, LLC

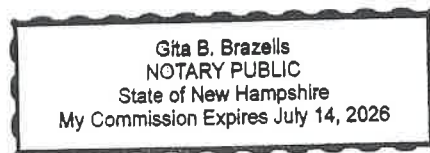
Barry John Sullivan  
By: Barry John Sullivan, Manager

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 30<sup>th</sup> day of June, 2025, before me, the undersigned notary public, personally appeared Barry John Sullivan, as Manager of Gen 4 Builders, LLC, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and has the authority to sign in that capacity, and that the foregoing represents the free act and deed of Gen 4 Builders, LLC.

[Signature]  
Name: Gita B. Brazelis  
Notary Public  
My Commission Expires: 7/14/2026



**BY-LAWS OF THE NAVILLUS WAY  
HOMEOWNERS' ASSOCIATION**

**ARTICLE I  
GENERAL PROVISIONS**

1. PURPOSE:

The administration of the Navillus Way Homeowner's Association shall be governed by these By-Laws which are annexed to the Declaration of Navillus Way Homeowner's Association and made a part thereof, and all present and future owners of any lots within the subdivision ("Lot Owners") shall be subject to these By-Laws, as well as to the Declaration and the Rules promulgated hereunder.

2. BY-LAWS APPLICABILITY:

The provisions of these By-Laws are applicable to the land described on the Plan and shall be binding on all Lot Owners. The acceptance of a deed of conveyance of a Lot shall constitute an acknowledgment that such Lot Owner has accepted and ratified the Declaration, these By-Laws and any Rules promulgated hereunder, and will comply with them.

3. OFFICE:

The office of the Association and of the Board of Directors shall be located at the subdivision or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II  
LOT OWNERS' ASSOCIATION**

1. COMPOSITION:

All of the Lot Owners shall constitute the "Association" which shall have the responsibility of administering the Declaration, establishing the means and methods of collecting assessments, and performing all of the acts that may be required to be performed by the Association. The administration of the Declaration shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. VOTING:

Each Lot shall be entitled to one vote in the Association. Since a Lot Owner may be more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of the persons is present, the vote appertaining to that Lot shall be cast only in accordance

with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protests being made forthwith by the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Lot Owner. Except where a greater number is required by the Declaration or these By-Laws, a simple majority of votes of the Lot Owners present and in good standing and entitled vote shall be decisive. While the Declarant owns a Lot or Lots in the subdivision, the Declarant shall be the Association and may take all actions as if the Declarant owned all of the Lots, as set forth in Article II, 4, below.

3. PLACE OF MEETING:

Meetings of the Association shall be held at the subdivision or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. GEN 4 BUILDERS, LLC SHALL BE THE ASSOCIATION UNTIL CONVEYANCE OF ALL LOTS:

Gen 4 Builders, LLC shall be the Association until such time as it no longer owns any building lot in the subdivision and, as such, may take all actions as if Gen 4 Builders, LLC. owned all of the Lots but shall take no action which will impose on a lot owner, other than itself, a burden greater than the owner's pro rata share of the Association charges or expenses. Within six (6) months after the conveyance of the last lot within the subdivision, the Declarant shall call the first meeting of the Association for the purpose of election of the Board of Directors. Thereafter, each annual meeting shall be held within three (3) months of the anniversary date of the first annual meeting. The Board of Directors shall consist of three (3) members, each of whom shall serve one (1) years terms. The Board of Directors shall be elected by a vote of the lot owners.

5. SPECIAL MEETINGS:

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Clerk by Lot Owners having not less than (30) percent of the votes of all owners. The notice of any special meeting shall set forth the purpose thereof and business shall be transacted at a special meeting as stated in the notice.

6. NOTICE OF MEETING:

It shall be the duty of the Clerk to mail, by certified mail return receipt requested, a notice of each annual meeting or Special meeting, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof, as well as the time and place where it is to be

held, to each Lot Owner of record, at the address of their respective Lots and at such other address as each Lot Owner may have designated by notice in writing to the Secretary; provided, however, such notice may be hand delivered by the Secretary or manager, if the Secretary or Manager obtains a receipt of acceptance of such notice from the Lot Owner.

7. VOTING REQUIREMENTS:

A Lot 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, he shall have fully paid all assessments made or levied and due against him or his Lot by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

8. PROXIES:

The vote appertaining to any Lot may be cast pursuant to a proxy executed by or on behalf of the Lot Owner or, where the Lot Owner is more than one person, by or on behalf of all such persons.

9. QUORUM:

A quorum shall be deemed to be present throughout any meeting of the Lot Owners, until adjourned, if persons entitled to cast more than thirty-three and one-third (33 1/3%) percent of the total votes are present at the beginning of such meeting.

10. ORDER OF BUSINESS:

The order of business at all meetings of the Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. CONDUCT OF MEETING:

The President, or his designated alternative, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting.

**ARTICLE III**  
**BOARD OF DIRECTORS**

1. POWERS AND DUTIES:

The affairs and business of the Association shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Association and of all such acts and things as are specified in the Declaration. The Board of Directors shall have the power, from time to time, to adopt any Rules deemed necessary for the enforcement of the Declaration. In addition to the general duties imposed by these By-Laws, the Board of Directors shall have the power to, and be responsible for, the following:

- (a) preparation of an annual budget, in which there may be established the assessment of each Lot Owner;
- (b) making assessments against Lot Owners to defray the common expenses, establishing the means and methods of collecting such assessments, depositing the proceeds thereof in a bank depository, which the Board shall approve, and using the proceeds to carry out the purpose of the Declaration. Unless otherwise determined by the Board of Directors, the annual assessments against each Lot Owner for their proportionate share of the common expenses shall be payable in equal monthly installments to be due and payable in advance of the first day of each month for said month. The term common expenses, shall include, but not be limited to the following:
  - (i) all costs incurred in performing the maintenance in section 3 of the Declaration; and
  - (ii) any other actions authorized or taken pursuant to the Declaration or these By-Laws.
- (c) designating, hiring and dismissing the personnel necessary for the performance of the maintenance set forth in section 3 of the Declaration, and where appropriate, providing compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the owners;
- (d) making and amending Rules respecting the provisions of the Declaration, these By-Laws and bringing any legal process which may be authorized and instituted on behalf of the owners;
- (e) maintaining the books of account showing the receipt and expenditures of the Association. The said books shall be available for examination by the Lot

Owners, their duly authorized agents or attorney, during general business hours on business days; and

- (f) to do such other things and acts not inconsistent with the Declaration which it may be authorized to do by a resolution of the Association.

#### **ARTICLE IV** **OFFICERS**

1. DESIGNATION:

The principal officers of the Association shall be a President, a Secretary/Clerk and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistants or such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of the Treasurer, and Secretary/Clerk may be held by the same person.

2. ELECTION OF OFFICERS:

The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or a special meeting called for such purpose.

3. REMOVAL OF OFFICERS:

The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. PRESIDENT:

The President shall be the chief executive officer; he or his designate alternate, shall preside at meetings of the Association and if present at meetings of the Board of Directors, and shall be an ex officio member of all committees; he shall have general and active management of the business of the Association and shall see that all order and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of the President of a stock corporation organized under the laws of the Commonwealth of Massachusetts.

5. SECRETARY:

The Secretary/Clerk, or his designated alternate, shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in the Record Book of the Association shall perform like duties for committees when required. The Secretary shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Association the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Association a complete list of the owners and their last known post office address. This list shall be open to inspection by all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

6. TREASURER:

The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Board, where possible, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial conditions of the Association.

7. AGREEMENTS, CONTRACTS, DEEDS, CHECK, ETC:

All agreements, contracts, deeds, leases, checks, and other instruments of the Association for expenditures or obligations may be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

8. COMPENSATION OF OFFICERS:

No officer shall receive any compensation from the Association for acting as such.

**ARTICLE V**  
**OPERATION OF THE PROPERTY**

1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST OWNERS:

- (a) Fiscal Year. The fiscal year of the Association shall be the twelve-month period commencing on the first of January of each year and terminating on the 31<sup>st</sup> of December The fiscal year herein established shall be subject to change by the Board of Directors.
- (b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the costs of maintenance of the Drainage



Easement. Such budget shall also include such reasonable reserves the Board of Directors considers necessary to provide general operating reserves and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Lot Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Lot Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies.

2. The Declarant has deposited the sum of \$1,000 in the Association's account. All Lot Owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of the Declaration and these By-Laws. The Association account shall be maintained with a minimum balance of not less than \$1,000 at all times. No Lot Owner may exempt himself from liability for his contribution of the Maintenance Responsibility by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the common expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot or successor, owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling owner for all unpaid assessments against the Lot expenses up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling owner the amounts paid by the purchaser therefore; provided, however, that any such selling owner or purchaser shall be entitled to a recordable statement from the Board setting forth the amount of unpaid assessments against the Lot conveyed, subject to a lien for any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within fifteen (15) days from receipt of such request shall extinguish the lien for any unpaid assessments. Payment of a fee of Ten (\$10.00) Dollars shall be required as a prerequisite for issuance of such statement. If a mortgagee of a first mortgage of record or purchaser of a Lot obtains title to the Lot as a result of foreclosure of first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of successors and assigns shall not be subject to a lien for the payment of common expenses assessed prior to a lien for the payment of common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all owners, including, the purchaser or first mortgagee, in proportion to their respective votes in the Association.

## ARTICLE VI

### AMENDMENT TO BY-LAWS

#### 1. AMENDMENTS:

The Declaration and these By-Laws may be modified or amended either (a) by vote of at least seventy-five (75%) percent of the Lot Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the proposed amendment shall have been given each Lot Owner simultaneously with the

notice of such meeting; or (b) pursuant to a written instrument duly executed by at least seventy-five (75%) percent of the Owners; provided, however, that until the control of the Association has been turned over to the lot Owners, as provided in Article II, 4, the Declarant shall have the sole right to make such amendments. Notwithstanding the foregoing, no amendment or modification shall compromise the proper operation of the drainage systems or any requirement regarding inspections and certifications. No modification or amendments shall be made to the provisions of sections 6 and 7 of the Declaration of Navillus Way Homeowner's Association.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Barry John Sullivan, Manager of Gen 4 Builders, LLC,  
has hereunto set his hand and seal this 30<sup>th</sup> day of June, 2025.

Gen 4 Builders, LLC

Barry John Sullivan  
By: Barry John Sullivan, Manager

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 30<sup>th</sup> day of June, 2025, before me, the undersigned notary public,  
personally appeared Barry John Sullivan, as Manager of Gen 4 Builders, LLC, who proved to me  
through satisfactory evidence of identification, which was ☐ photographic identification with  
signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible  
witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that he has signed it voluntarily for its  
stated purpose and has the authority to sign in that capacity, and that the foregoing represents the  
free act and deed of Gen 4 Builders, LLC.

Gita B. Brazelis  
Name: Gita B. Brazelis  
Notary Public  
My Commission Expires: 7/14/2026

