

HIDDEN LAKE ASSOCIATION – BUILDING POLICY

Policy on Restrictive Covenant (2) USES: “No building, fence, wall, sewage system, well, or other structure or installation shall be erected, placed, constructed, altered, or maintained on land conveyed hereby until and unless its plans, specifications, and a map showing its location on the land have been filed with and approved in writing by STODDARD.”

PURPOSE:

This policy was developed to (a) ensure and protect the health and safety of all HLA members and visitors on HLA land, (b) facilitate road construction and road maintenance for plowing and grading and ensure the safety of those people maintaining and using HLA roads, and (c) to protect property values of HLA owners. The HLA Board or its designee may take enforcement action against any violation of this policy. Enforcement of this policy may include fines, daily civil penalties allowed by law, injunctive relief, or any other enforcement action allowed by law.

DEFINITIONS

For purposes of this policy, the following definitions apply:

1. **HLA (Hidden Lake Association)** is also known as STODDARD in the Restrictive Covenants.
2. A **Building** is any structure (such as a house, shed, barn, garage) with a roof and walls, constructed over a piece of land, and that is used as a place for people to live, work, do activities, store things, etc.
3. **Temporary Seasonal Homes** are temporary or mobile structures – examples include RVs, trailers, mobile homes, etc. – used as a temporary home.
4. **Fence** is an enclosure composed of any substance that will present an adequate blockade around a field, yard, or other such expanse of land for the purpose of prohibiting intrusions from outside, or for decorative or privacy purposes, or to delineate a property border. A fence may be a **partition fence** which is not a full enclosure but may be one- or two- or three-sided and is constructed for privacy, decorative, or ornamental purposes or to delineate a property border; it is often constructed on the border of adjoining properties.
5. **Wall** is a structure of brick, stone, etc. that surrounds an area or separates one area from another, or a masonry fence around a garden, park, or lot. Its purpose is to delineate a property border or for decorative reasons and is often placed on the border of adjoining properties.
6. **Structure** is a large stone, marker, post, pillar or like object that was placed, erected, moved and/or positioned to a place in which it did not originally sit. A **structure** is also defined as a portable garage or portable shed, a movable and sometimes temporary shelter, for vehicles, boards, and other valuables, usually made of UV-resistant and fire-retardant tarps or plastic sheets supported by metal tubing.
7. **Sewage System** is a system or process used for carrying away water and sewage. It is known as a septic system. A portable sewage system, bathroom, or portable toilet can also herein be referred to as a **temporary sewage system**.
8. **Well** is an excavation or structure created in the ground by digging, driving, boring, or drilling to access groundwater for drinking and washing.
9. **Installation** is any other physical creation not otherwise defined herein, to be erected, placed, constructed, moved, altered, or maintained on the **Land**.
10. **Land** is a **Developed Lot** or **Undeveloped Lot** as defined below.
11. **Plans** and **Specifications** are drawings or written narrative, including a description of materials to be used and the manner in which they are to be applied, for construction of a building, fence, wall, structure, installation, sewage system, or well.
12. **Map** is a drawing, graphic representation, picture, or chart (drawn to scale) of the plot of land and the proposed building, fence, wall, structure, installation, sewage system, or well, that is proposed and depicting its location and size.
13. **Developed Lot** is one that has a house, either seasonal or year-round, erected on it.
14. **Undeveloped Lot** is one that has no residential building (either seasonal or year-round) erected on it.

15. **Filed with** means copies or originals of **plans and specifications** are personally hand delivered to a standing member of the HLA Board of Directors or sent via USPS to the HLA Board of Directors, PO Box 224, Stoddard, NH 03464, or via email to President@hiddenlakeassociation.com.
16. **Approved in Writing / Written Consent** is a dated letter on HLA letterhead, signed by a majority of the HLA Board or by the President on behalf of the HLA Board, sent via USPS or as an attachment to an email, confirming the affirmative vote of the sitting HLA Board, and outlining any conditions and deadlines pertaining to approval. A copy of the Approval must be signed and dated by the person requesting it, agreeing to all the terms and conditions outlines, and mailed or emailed back to the HLA Board before the **Building, Fence, Sewage System, Well, Structure, or Installation** is erected, placed, moved, constructed, altered, or maintained on the **Land**.

POLICY TERMS AND CONDITIONS

1. **Buildings, Sewage Systems, and Wells** are governed by the State of New Hampshire and Town of Stoddard. Copies of all documents that are submitted to the State and Town for the erection, placement, construction, alteration, or other changes requiring State or Town approval must also be **filed with** the HLA Board to ensure that they are in compliance with the Restrictive Covenants of HLA (e.g., the restrictive covenants state that mobile homes are not allowed).
2. Homes must be permanent stick-built structures on a permanent foundation. They cannot be portable or temporary in anyway (mobile homes, yurts, RVs, trailers, on wheels, etc.).
3. **Temporary sewage systems** (also known as portable toilet, portable bathroom, port-a-potty, etc.) must be **approved in writing** by HLA for use only during construction (as defined in the *HLA Temporary Seasonal Home Policy* or other adopted policies of HLA) or in the event of an emergency septic system failure. They will not be given approval for permanent use.
4. **Temporary Seasonal Homes** (mobile homes, RVs, trailers, etc.) must be **approved in writing** by HLA for temporary use during construction as defined and specified in the *HLA Temporary Seasonal Home Policy*.
5. No **fence, wall, structure, or installation** will be allowed on HLA easements as defined in the Restrictive Covenants and policies governing them.
6. Erection, placement, construction, alteration, or maintenance of **fences, walls, structures, and installations** must be **approved in writing** as defined herein. Approval will be based upon the following:
 - a. A landowner has the right to erect, place, move, construct, alter, maintain, or destroy a fence, wall, structure, or installation that sits entirely on his/her own **land**.
 - b. Generally, a landowner has the right to construct a **partition fence** on the border of the property adjoining his or her **land** (but not on the 10-foot HLA easement). Owners of said adjoining **land** must enter into agreements setting forth their rights and liabilities regarding the erection, maintenance, and repair of **partition fences**, as well as removal, elimination, or alteration of a partition fence. Resolution of any dispute between the owners of said adjoining properties regarding fences, walls, structures, and installations is the responsibility of those owners of adjoining properties and not the responsibility of HLA.
 - c. A property owner may not eliminate a **partition fence** that sits on adjoining property without first obtaining the adjoining owner's consent. A landowner may bring action against an adjoining owner (but not against HLA) for whatever damages are suffered if a fence (that was erected in complete and total compliance with this policy) has been improperly removed or destroyed by said adjoining owner.
 - d. If someone builds a **fence, wall, structure, or installation** on another person's land without any authority to do so, the landowner may remove or destroy such item without permission or notification. An individual may not, however, remove or destroy a fence on another individual's land. Resolution of any dispute is the sole responsibility of the property owners involved and not the responsibility of HLA.

The **HLA Building Policy** was developed by the HLA Bylaws and Policy Committee during meetings from Fall 2022 through Winter 2023 and adopted by the HLA Board at the February 2023 Board of Directors Meeting on February 21st, 2023.