



RULES OF GOVERNOR'S ISLAND CLUB INC.

(February 2023)

A. Introduction

These rules have been approved by the board of directors (the "Board") of Governor's Island Club, Inc. ("GIC") to preserve and protect the value of private property, to provide for shared use of common property, and to preserve the aesthetically pleasing residential character of Governor's Island for the benefit of present and future generations.

1. We ask everyone to exercise common sense and consideration for others to ensure a relaxing and welcoming community for all. In applying specific language of any rule provision, the Board will consider, and asks you to consider, the impact of your actions on others and the overall goals for our community.
2. The rules supplement local, state and federal regulations. Capitalized terms not otherwise defined have the meanings set forth in the GIC Declaration of Covenants and Restrictions (the "Covenants").
3. Members are responsible for ensuring that their guests, renters and contractors understand and abide by these rules. For purposes of these rules, "Member" means the following:
 - a) In cases where stock of GIC is owned by one or two individuals, each individual Shareholder is a Member.
 - b) In cases where stock of GIC is owned by a corporation, a trust, a partnership, or three or more individuals, the Executive Secretary of GIC shall be notified in writing, by a properly authorized representative of the Shareholder, of up to two individuals who will be deemed Members under these rules. Any designation will not alter or eliminate liability for rule violations of such corporation, trust, partnership or joint owners.

Any violation of the rules by a guest, renter (or the renter's guests) or contractor will be deemed a violation by the relevant Member (and the Member will be responsible for payment of fines and restitution of damages, if any, associated with the violation.)

4. Members who are in arrears for payment to GIC for 60 days or more and Members who have not subscribed to the Covenants are prohibited from: 1) using the GIC clubhouse, tennis courts, pickleball courts and the Main Beach bathhouse (all located at 500 Edgewater Drive); and 2) participating in or receiving GIC services, such as trash pick-up and access to GIC-sponsored social events. This prohibition extends to renters and guests of the impacted Member but does not impair deeded rights of the Member.

5. Any particular waiver, consent or approval given pursuant to these rules by the Board or the GIC property manager (the “Property Manager”) is revocable at any time, and is not a general waiver, consent or approval of any practice or situation. To the extent that there are conflicts between these rules and the GIC By-Laws (the By-Laws), the GIC Articles of Association (the “Articles”) and/or Covenants, the By-Laws, the Articles and/or the Covenants will govern.

B. GIC Property

This section governs use and availability of GIC Property (which includes all grounds, buildings and other improvements owned by GIC). The primary goal is to ensure that GIC Property is available for the use and enjoyment of all Members, today and in the future.

1. Members are solely responsible for the conduct of their families, guests and renters (and their renters’ families and guests) while on GIC Property and are liable for any damage to GIC’s facilities, equipment and grounds. Members and their families, guests, renters, contractors and any other persons who use GIC’s facilities, equipment, trails, beaches or grounds for any purpose do so entirely at their own risk.
 - a) Day guests may use GIC Property only when accompanied by their host Member.
 - b) Overnight guests and medium-term renters (longer than one month, up to six months) may use any GIC Property, other than the Clubhouse, without being accompanied by their host Member.
 - c) Long-term renters (greater than 6 months) may use all GIC Property, but only Members can reserve the Clubhouse for private events.
 - d) Please refer to the Section A for a discussion of Members not in good standing and Members who have not subscribed to the Covenants.
2. Motorized vehicles are not allowed on GIC Property, except that passenger vehicles (including golf carts) are permitted to park at the Main Beach and South Beach from 6:00 a.m. until 11:00 p.m.
3. The following are not permitted anywhere on GIC Property (including adjoining public roadways):
 - a) Cutting or trimming trees without the prior approval of the Board.
 - b) Camping, tenting, or otherwise overnighing.
 - c) Hunting, trapping or fishing, other than through the GIC deer-management program.

- d) Signs of any type, apart from those pertaining to real estate open houses (as described in Section C.5 below).
 - e) Discharge of firearms.
 - f) Removing any materials (soil, rock, wood, etc.) without the prior approval of the Board.
 - g) Fires, except in the designated barbeque places at the Main Beach.
 - h) Parking or storing vehicles, trailers or storage containers or other large objects, other than leaving a vehicle at the Clubhouse overnight for safety reasons.
4. GIC Beaches: Main Beach, South Beach, North Beach, East Beach and Bridge Beach (located near the GIC bridge)
- a) All GIC Beaches open at 6:30 a.m. and close at 10:00 p.m. There are no lifeguards or supervision and use of the beach, including swimming, is at one's own risk.
 - b) Members must carry out all trash, there is no trash service provided by GIC.
 - c) Pets are not permitted on Main Beach, East Beach or Bridge Beach. Dogs are permitted on North Beach and South Beach, provided they are leashed or under effective verbal command at all times.
 - d) Glass containers are not permitted.
 - e) Members may not anchor moorings, rafts, or floats directly offshore any GIC Beach.
 - f) Watercraft of any sort are not permitted in the swimming area of Main Beach. Rafts and personal flotation devices are permitted.
 - g) Boats, jet skis and any other motorized watercraft may not be launched or operated from any GIC Beach, other than from South Beach (as discussed in the following section).
 - h) Watercraft under 20 feet in length may be launched at South Beach. Members may park a vehicle and trailer inside the gate during the day. Overnight parking of trailers or vehicles is not permitted. Small non-motorized boats under 18 feet in length (i.e., rowboats, canoes, kayaks, and sailing dinghies) may be stored in the community racks at your own risk between April 1st and October 31st.
5. The Clubhouse, Tennis and Pickleball
- a) The Clubhouse is open for general use from 7:00 a.m. until 11:00 p.m. Clubhouse rules and procedures are set forth in "Clubhouse and Grounds Rules and Private Event Reservation Process", which can be found on the GIC website.

- b) Rules for Tennis and Pickleball are posted on the courts. Use the courts at your own risk. Proper shoes are required. Courts are for tennis/pickleball only. Food, glass and alcoholic beverages are not permitted.

6. Trails

- a) Please see the general GIC Property Rules at Section 3 above, which apply to all GIC land. The trails on GIC land are exclusively for pedestrian, bicycle, or ski use. No motorized vehicles are permitted.
- b) Members must carry out all trash from the GIC trails, there is no trash service provided by GIC.
- c) Members may walk dogs on inland (non-beach) GIC land, provided dogs are leashed or under effective verbal command at all times. Dog walkers must immediately collect and carry home all pet waste.
- d) Hunting and trapping are not permitted on GIC trails, other than by hunters participating in the GIC deer-management program. Baiting is only permitted by hunters under this program.

C. Member Property

This section places limits Member use of his/her own property, while the next section lays out the process for how a Member may make improvements to his/her property. The Board recognizes and shares Members' view that property rights should not be impaired unnecessarily. The primary goals of this section are to 1) protect and enhance property values of the Members and/or 2) preserve the aesthetically pleasing residential character of Governor's Island.

1. Appearance and Use

- a) Grounds and structures of each Lot shall be maintained in a neat and attractive manner.
- b) Exterior lighting should not shine directly onto neighboring properties.
- c) Members are not permitted to plow snow onto GIC land, other Members' Lots, or public roadways.
- d) No hunting or trapping of wildlife is permitted other than by state-licensed trappers and exterminators who have been hired to eliminate vermin.
- e) No poultry, livestock or exotic animals are permitted on any Lot.
- f) Members shall not feed wild animals. Bird feeders are permitted.

- g) Members with dogs must ensure that their dogs do not roam unaccompanied beyond the boundaries of their Lot. Gilford and/or Laconia leash laws apply on public roadways.
- h) No commercial activity is allowed on a Lot, except that hobbies, crafts and home business activities as allowed by town ordinance shall be permitted, provided that there is no exterior evidence of any commercial activities on the Lot. No one other than the Member may be engaged in the activity, and no Member may sell materials or goods on his/her Lot.
- i) Above-ground pools are not permitted. In-ground pools are permitted with prior written consent of the Board.
- j) Discharge of firearms is not permitted.

2. Residence and Rentals

- a) When a Member or authorized family member/guest is in residence, whether in the primary Living Unit or an Additional Living Unit, if any, no portion of that Lot may be rented out for any duration.
- b) A Living Unit may be rented to only one family at a time, but Additional Living Units may not be rented.
- c) Rentals for less than 30 consecutive days are expressly prohibited.
- d) A Member must have a written rental agreement with any renter, which among other things explicitly prohibits sub-letting and informs the renter of the GIC Covenants and Rules. Upon request, the Member shall forward a copy of the rental agreement to the Property Manager.

3. Storage, Vehicles and Trailers

- a) Unregistered motor vehicles must not be stored/parked outside on a Lot or on the public roadway adjoining a Lot.
- b) Any exterior storage tank (for fuel, water, etc.) must not be visible from public roadways, the lake or abutting property.
- c) Boat trailers (with or without boats), utility trailers, motor homes, campers, snowmobiles, ATVs, motorcycles and camping trailers may be stored on a Lot if not visible from public roadways or the lake and where not objectionable to abutting property owners.
- d) Travel trailers, motor homes, boats, and tents or other shelters may not be lived in on a Lot. Guests who depend on a motor home for transportation may park their motor home on a Member's Lot for a period not to exceed seven days, or for a longer period with written permission of the Board or Property Manager.

- e) A temporary dumpster is permitted on a Lot for up to seven days, unless a longer period has been approved in writing by the Board or Property Manager. During construction, a temporary dumpster is allowed on the Lot for a period of up to 12 months unless a longer has been agreed by the Board or the Property Manager. All dumpsters should be covered/closed overnight.
- f) During construction, two storage containers, or one storage container and one site-office trailer, are permitted on a Lot.
- g) Construction debris and materials can only be stored on a Lot during construction, and then only in quantities that might reasonably be expected to be used in the current building season, if visible from the public roadways, the lake or abutting property.
- h) Commercial and construction vehicles may be parked on a Lot while they are being used for their intended purpose, such as during construction periods. Commercial and construction equipment belonging to Members, if kept on the premises, must be out of general view. Members are encouraged to require all contractors to park vehicles (whether personal or commercial) off the abutting public road.

4. Trash

- a) GIC provides curbside household trash collection on a weekly basis. Various items (such as electronics chemicals and yard waste) must be disposed of at the proper municipal facility. For more details on excluded materials, go to <wm.com>
- b) Trash must be kept out of public view except when properly placed for collection.
- c) Curbside trash must be in “predator-proof” containers, which may be placed outside the evening before collection and must be removed by the end of the day of collection. If curbside trash spills from a container, the Member is responsible for cleaning it up within 24 hours, otherwise the Property Manager will arrange for clean-up and will charge the Member. The Member may also be subject to fines.

5. Signs. In general, signs are prohibited to preserve the aesthetically pleasing character of our community. The following rules set out exceptions to this prohibition. None of the signs permitted under any of these exceptions may be illuminated.

- a) One general contractor sign and one subcontractor sign are permitted on a Lot during construction and must be removed within 10 days after the completion of construction.
- b) Yard sale or estate sale signs are permitted on the Lot where the sale will take place and only on the day of the sale.
- c) Real estate signs shall utilize only GIC colors of dark green & white and shall bear the GIC logo. Inland Lots are allowed one sign. Lakefront Lots are allowed one sign on the

road and one on the lakefront. “Leader” signs directing road traffic are not allowed anywhere on Governors’ Island except during the hours of an open house.

- d) Political/campaign signs may be permitted for up to 45 days prior to and 5 days after an election. No more than three signs, each no larger than 24” by 36”, are permitted; each sign must be for a different candidate or campaign (no repeats). Any Member wishing to place such a sign on his/her lot shall apply in writing for permission from the Board.

D. Buildings and Structures

This section lays out the process of how a Member may make improvements on or to his/her property. Members (including Members who have not yet subscribed to the Covenants) should review the Covenants, which contain substantive requirements not enumerated in these rules. The Board recognizes and shares Members’ view that property rights should not be impaired without justification. The primary goals of this section are to 1) protect and enhance property values of the Members and/or 2) preserve the aesthetically pleasing residential character of Governor’s Island.

1. New Living Units and Outbuildings may be constructed only with the written approval of the Board.
2. External alterations involving structural changes, additions or modifications of a new or existing Structure shall be permitted only with the written approval of the Board. (Please note that “Structure” is broadly defined in the Covenants.)
3. No lot line adjustments, easements, roads, or rights-of-way shall be granted or devised without the written approval of the Board.
4. Approval Process. Prior to approval by the Board, a Member shall provide whatever information is required to demonstrate that the proposed new Structure or building change is in harmony with the design of surrounding structures and with the environment and topography of the surrounding land.
 - a) The Board typically requires the following information to evaluate any proposed construction, which may be supplemented by additional requests, depending on the nature and scope of the project:
 - i) A site plan certified by a licensed surveyor, showing the configuration of the Lot and the location of the structure thereon. Site specifications, including topography, shall be included where necessary for an adequate review of the proposed structure.
 - ii) Architectural plans and pertinent data showing the shape, height, materials, and color of the proposed structure.
 - iii) Plans showing the nature and location of any proposed landscaping.
 - iv) Septic plan approval for the proposed use by appropriate governmental agencies.

- b) Preliminary plans may first be submitted for purpose of discussion prior to the formal request for approval to avoid unnecessary hardship.
 - c) The Board has 30 days from the date of submission in which to review and approve plans. The date of submission shall be the day on which a designated representative of the Board acknowledges in writing the receipt of all necessary requested information and a full set of plans.
 - d) If plans are disapproved by the Board, the Member shall be notified of the disapproval in writing and any disapproval shall be accompanied by a statement of the reasons therefore.
 - e) If a Member's plans are disapproved, the Member may request reconsideration within 30 days of the date of the decision rendered by the Board. The Member may submit a written rationale to the Board or appear in-person before the Board to request reconsideration.
 - f) If the Board fails to approve or disapprove a submitted plan within the specified period following submission, the plan submitted by the Member shall be deemed approved.
 - g) One set of any plans or specifications submitted by the Member as described above shall be retained by the Board.
 - h) Building approval forms are available on the GIC website, including the Building Approval Request Form and the GIC Conditional Approval Form and Q&A.
5. Procedural versus substantive review. The rules in this Section D apply to all Members, however, the Board acknowledges that plans of Members who have not subscribed to the Covenants will not be subject to the substantive requirements set out in the Covenants.

E. Violations and Enforcement

- 1. If the Board determines that a Member (or a guest, visitor, renter, contractor or other person for whom the Member is responsible) has violated one or more of these rules, the Board or the Property Manager may issue (a) reminder, orally or in writing, (b) an assessment for any costs and/or damages caused by the violation, and/or (c) a fine.
- 2. A Member who violates more than one rule may be subject to separate reminders, assessments and/or fines for each rule.
- 3. The Board has the authority to issue a fine immediately upon determining that a violation has occurred or continues to occur, but the Board may choose to issue a written reminder (in paper or electronic form) to the Member requesting that the violation be remedied by a certain date and/or invite the Member to make a written submission explaining the circumstances of the violation.
- 4. The first fine assessed for a violation shall be \$250. If the violation is not remedied within seven days after the fine was issued, or if the same rule is violated a second time by the

Member, then a second fine shall be issued at \$500. If the violation has not been remedied within 21 days of the \$500 fine being issued, then a fine of \$1000 shall be issued, with an additional \$1000 fine for each 30 days thereafter until the violation has been remedied. Likewise, if the same rule is violated a third time or fourth or more time, then in each instance a fine of \$1000 shall be issued. The violating Member will also be responsible for any expenses incurred by GIC in administering the fine. If the Member refuses to take corrective action, the Board may expend sums to address and/or correct the violation and obtain reimbursement from the Member. In the event the Board incurs legal fees, court costs or other fees or costs in assessing the fine or effectuating corrective action, the Member shall be liable to GIC for reimbursement of all costs and fees.

The Board may extend the length of any period in this section in its discretion, which extension, if granted, shall be in writing. An extension or waiver shall in no event be deemed a waiver to enforce any provision at date thereafter.

5. Any Member in violation may additionally have use of GIC Property and services suspended if so informed in writing by the Board until such time as a violation is remedied and any associated fines are paid. Such facilities and services that may be suspended include access to the GIC Clubhouse, the tennis courts, the pickleball courts and the Main Beach bathhouse. The Member in violation will still be responsible for all shareholder dues, fees, assessments and charges.
6. Notwithstanding sections 1, 3 and 4 above, violation of the Leasing Limitation provision of the GIC Covenants will be treated as follows: The Board upon receiving a complaint or observing that the Leasing Limitation covenant is being violated shall issue a written (in paper or electronic form) warning to the Member in violation. If after 24 hours the violation is still present, a fine of \$5,000 will be imposed and, if after an additional seven days the violation is still present, then an additional fine of \$5,000 will be imposed, with an additional \$5,000 for each additional week of violation. The violating Member will also be responsible for any expenses incurred by GIC in administering the fine, and the amount of fine/s issued shall be increased by the amount of such expenses.
7. Unpaid fees, penalties, assessments, and dues that reach 60 days past due are subject to a \$100 per quarter late fee as well as maximum interest chargeable as defined by the courts. When fees, penalties, assessments, or dues are 6 months overdue, the Board reserves the right to file a lien on the Member's property with the Belknap County Registry of Deeds.
8. The Board reserves the right to take court action and/or invoke any other legal remedies in addition to, or separately from, the enforcement provisions provided herein. Members shall be responsible for reimbursement of all legal fees, court costs or other fees or costs that GIC incurs in relation to the enforcement of any rule.