

Abenaki Water Company
Docket N. DW 19-131
Staff Data Requests Set 1 – to ABENAKI

Date Request Received: 02/03/20
Request No. Staff 1-16

Date of Response: 02/18/20, 4/27/20
Witness: Robert Gallo, P.E.

REQUEST: RE: Abenaki Supplemental Reply to Omni Complaint, Paragraph 11.

Abenaki's current tariff includes the language "common area" for "single family homes," "condominiums and other multi-family residences," and "commercial buildings. 1(b)(1-3). Abenaki claims that Omni incorrectly "instills fear among the area homeowners that assets within their common areas may suddenly become their responsibility" and cites RSA Chapter 356-B in support of the definition and concept of common area. That chapter, however, only relates to condominium associations.

- a. Please provide further legal evidence and citation that addresses "common area" for all other real property aside from condominium associations.
- b. Furthermore, does Abenaki argue that the definition of common area in the condominium statute, which "means all portions of the condominium other than the units," somehow apply to single family homes as well? In other words, does the Company argue that the common area for all other properties include any property other than the building/residence itself?

SUPPLEMENTED RESPONSE:

Response: See below per subparagraphs above

a. Upon advice of counsel, although RSA Chapter 356-B specifically addresses condominiums, Title XXVII "Corporations, Associations, and Proprietors of Common Lands", Chapter 292 "Voluntary Corporations and Associations", Section 292:1 provides for the creation of homeowner's associations as corporations. Section 292:1(VI) states a purpose for the formation of a corporation includes, "The provision and care of walks, parks, recreational, athletic facilities, commons, roads and streets." The New Hampshire Secretary of State website has a business lookup tool that allows one to search for registered corporations within the State. <https://quickstart.sos.nh.gov/online/Account/LandingPage>

Properties in the Bretton Woods Area consist of condominium associations where multiple units are located on a single lot, and associations made of multiple individual lots. As an example, attached are several documents that illustrate the difference between condominium associations, and associations that are made up of multiple individual lots. See Attachment 1-16.

Two examples of incorporated condominium associations are the Presidential Views at Bretton Woods Condominium Unit Owner's Association, and the Stickney Circle at Bretton Woods Condominium Unit Owner's Association. The articles of incorporation for each association explicitly state the properties are condominiums in both the title and Article II of each document. The condominium structures are located on a single lot, per the attached portion of the Town of Carroll tax map for the Stickney Circle Association. The Town of Carroll property card for 10 Stickney Way, Unit #9 is attached, as an example. The card lists the primary use for the property as "Condo".

Two examples of multiple individual lots that are part of a homeowner's association are the Dartmouth Ridge Homes in Bretton Woods, and the Village Shore Estates in Bow, NH. For the Dartmouth Ridge example, the Town of Carroll property card for 53 Dartmouth Ridge Road is attached, where the primary use is listed as "One Family". The other example is 8 Surrey Coach Road at the Village Shore Estates (water system owned by Abenaki), which is located on an individual lot. The property card for Lot 61 has also been attached, which shows a common lot (61) as being owned by the homeowner's association. In each communities' articles of incorporation, reference is made to common property(s).

Please see the attached summary of additional subdivisions and articles of agreement setting forth common areas. (Supplemental Attachment 1-16) In addition, the following developments with common areas were depicted in the Company's Pressure Reduction Presentation, filed with the Commission on June 21, 2018 and attached as Supplemental Attachment 1-16b (presentation only):

**Dartmouth Ridge Association
Mt. Washington Homes Association
Rosebrook Townhomes Association
Mountain View Association
River Front Association
Presidential View Association
Stonehill Association**

**Mt. Washington Place Association
Stickney Circle Association
Forest Cottage Association
Crawford Ridge Association
Mt. Madison Association
Fairway Village Association**

The information above demonstrates how individual lots with single homes can also be part of homeowner's associations. Because common areas are definable spaces per these types of State laws, Abenaki is readily able to determine where the commons areas are within its service territory.

Important to this proceeding, there are no such defined common areas within the hotel resort complex. The property tax cards **provided as Attachment 1-6** do not reflect any common areas on lots 7, 8, and 42 on the resort property.

b. As discussed in 'a' above, homeowner's associations can be comprised of multiple condominium units on a single lot, or multiple individual lots as part of an association. In the cases where individual lots are part of an association, the privately-owned lots would not be considered common areas.

STAFF TO ABENAKI 1-16

ATTACHMENT PAGE 3 of 15

TITLE XXVII . CORPORATIONS, ASSOCIATIONS, AND PROPRIETORS OF COMMON LANDS

CHAPTER 292 VOLUNTARY CORPORATIONS AND ASSOCIATIONS

Formation of Corporation

Section 292:1

292:1 Incorporators; Purposes. –

Five or more persons of lawful age may associate together by articles of agreement to form a corporation, for any of the following purposes:

- I. The promotion of the cause of temperance and of any charitable or religious cause.
- II. The establishment and maintenance of literary and scientific institutions, libraries, lyceums and musical, agricultural, literary, or scientific associations, the promotion of education and the arts and sciences by any other means and for mental improvement.
- III. The establishment and maintenance of hospitals, homes for the aged and for invalids, and other charitable institutions.
- IV. The provision of suitable grounds and other conveniences for the burial of the dead.
- V. The organization and maintenance of lodges of Free Masons, Odd Fellows, and other similar societies, and for social recreation and improvement.
- VI. The provision and care of walks, parks, recreational and athletic facilities, commons, roads and streets.
- VII. The planting, cultivation, and protection of shade, ornamental, and forest trees.
- VIII. The promotion of agriculture.
- IX. The promotion of the growth and prosperity of cities, towns, and villages, including provision for recreational and athletic facilities for public use.
- X. The promotion of law and order and the better enforcement of existing laws, or to prevent cruelty to animals.
- XI. The protection or propagation of fish and game, and for any other purpose not prohibited by law.
- XII. To provide industrial, commercial, manufacturing and warehouse facilities for the purpose of developing the growth and prosperity of the state, counties, cities, towns and villages.
- XIII. To serve and promote the recreational and athletic interests of the state of New Hampshire or any town or individual group thereof.
- XIV. The provision of mental health services.
- XV. Any other purpose for which an organization may be exempt from federal taxation under section 501 of the Internal Revenue Code of 1954, and any amendments thereto.

Source. RS 145:1. 1846, 325:1. CS 152:1. 1866, 4224:1. GS 137:1; 138:1. 1872, 6:1. GL 151:1; 152:1. PS 147:1. 1895, 1:1. PL 223:1. RL 272:1. RSA 292:1. 1965, 74:1. 1967, 102:1; 359:2. 1969, 43:1. 1977, 407:1. 1991, 261:1-3, eff. Jan. 1, 1992.

FILED

AUG 29 1996

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF AGREEMENT,
OF
DARTMOUTH RIDGE HOMES
HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I
NAME

The name of this Corporation shall be Dartmouth Ridge Homes Homeowners' Association, Inc.

ARTICLE II
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Dartmouth Ridge Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Dartmouth Ridge Homes (the "Declaration"), dated May 6, 1996 and recorded in the Coos County Registry of Deeds at Book 858, Page 527, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

STAFF TO ABENAKI 1-14
ATTACHMENT PAGE 5 of 15 246

ARTICLES OF ASSOCIATION

OF

VILLAGE SHORE ESTATES ASSOCIATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of The State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be Village Shore Estates Association.

ARTICLE II. This corporation is established and shall be operated as a residential real estate management association to provide for the acquisition, construction, management, maintenance and care of property held by the corporation, being portions of certain premises known as Village Shore Estates in the Town of Bow, County of Merrimack and State of New Hampshire, said Village Shore Estates being a subdivision substantially all the lots or buildings of which may only be used by individuals for residences, and being more particularly described in deed of Frank D. and Mabel J. Howland to The Village House, Inc. dated February 15, 1966, recorded Merrimack County Registry of Deeds, Book 982, Page 2, and deed of Charles W. and Ellen C. Ladd to The Village House, Inc. dated January 27, 1966, recorded said Registry, Book 982, Page 1.

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STAFF TO ABENAKI 1-16
ATTACHMENT PAGE 6 of 15

-2-

ARTICLE III. This corporation shall be empowered:

1. To rent, lease, own, or otherwise acquire, and to build, operate, maintain, manage, administer and care for recreational, cultural and social facilities, including buildings and other structures, swimming pools, beaches, docks, tennis courts, natural areas, green areas, picnic areas, footways and walks, play areas, private roads and ways, parks and commons and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Property";
2. To establish and collect membership dues, fees and assessments ("assessments") from owners of residences or residential lots which are part of Village Shore Estates referred to in Article II ("members");
3. To apply the proceeds of assessments toward expenditures for the acquisition, construction, management, maintenance and care of Common Property held by the corporation;
4. To purchase insurance upon the Common Property and insurance for the protection of the corporation and its members;
5. To pay taxes, if any, on the Common Property or assessed against the Association;
6. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Property;
7. To make, amend and enforce rules and regulations concerning the use of the Common Property and the obligations of the members;



VILLAGE SHORE ESTATES
Property Card: 8 OLD COACH ROAD
Town of Bow, NH

STAFF TO ABENAKI DW 11/14/21
Exhibit 11
ATTACHMENT PAGE 7 of 15

Parcel Information



Parcel ID: 9-4-61-O
Vision PID: 2261

Owner: JOHNSON FREDERICK B +
DEBORAH

Co-Owner:

Mailing Address:
8 OLD COACH ROAD
BOW, NH 03304

General Information

Map: 9
Block: 4
Lot: 61-O
Unit:
Primary Use: SINGLE FAM MDL-01
Zone: RES
Acreage: 1.1

Assessed Value

Land & Outbuildings: 103000
Buildings: 197600
Total: 300600

Sale History

Book/Page: 2018/0982
Sale Date: 4/15/1996
Sale Price:

Building Details: Building # 1



Model Description: Residential
Living Area: 2040
Approx Year Built: 1971
Style: Colonial
Stories: 2
No. Total Rooms: 6
No. Bedrooms: 3
No. Baths: 2
No. Half Baths: 2

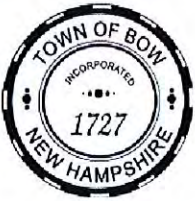
Interior Wall Desc 1: Drywall/Sheet
Interior Wall Desc 2:
Exterior Wall Desc 1: Wood Shingle
Exterior Wall Desc 2:

Roof Cover Desc: Asph/F Gls/Cmp
Roof Structure Desc: Gable
Heat Type: Hot Water
Heat Fuel: Gas
A/C Type: None



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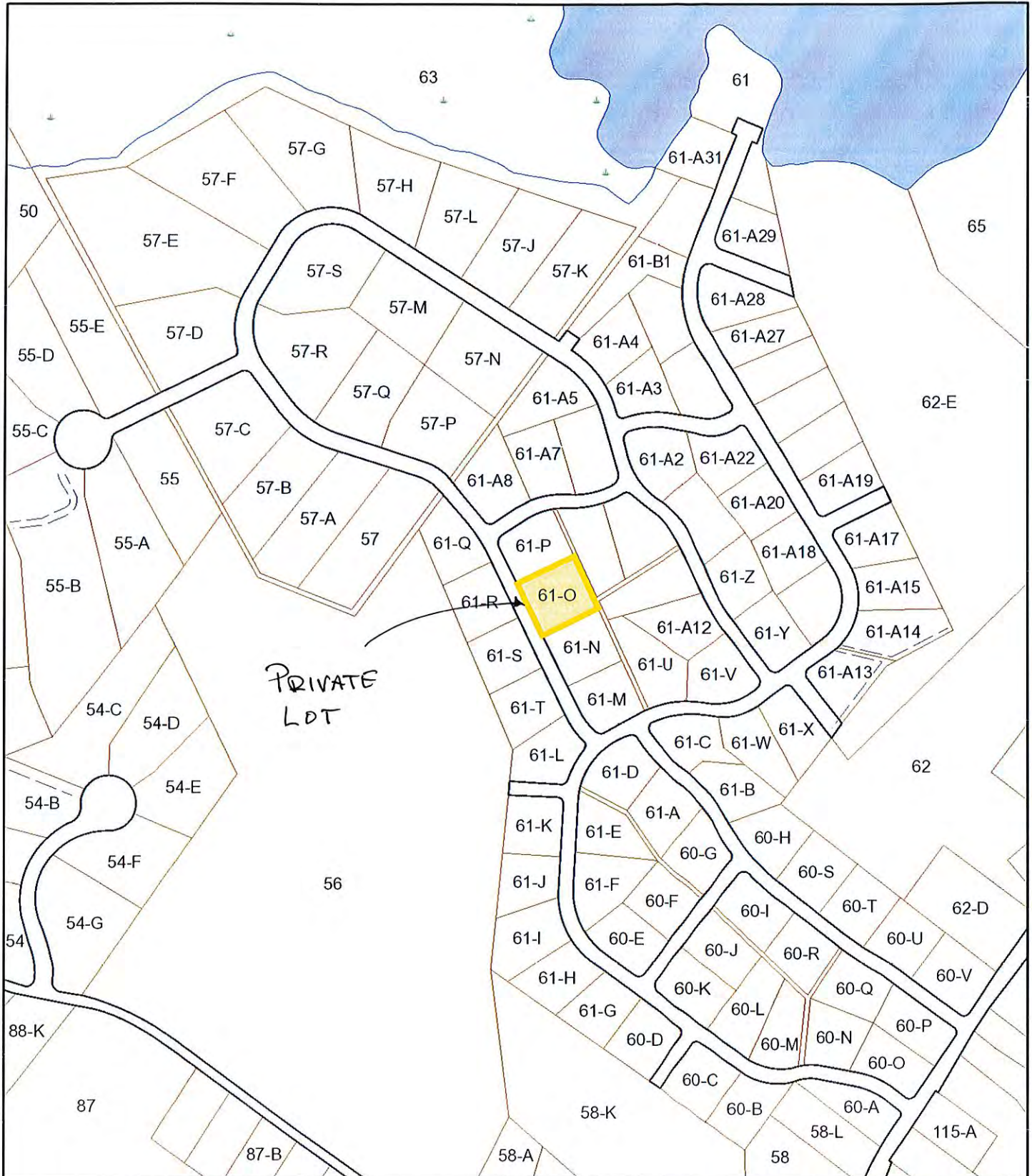
VILLAGE SHORE ESTATES
BOLD COAST ROAD

Bow, NH

1 inch = 489 Feet



February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



VILLAGE SHORE ESTATES
LOT 61 - COMMON AREA.

Property Card: **ROCKY POINT DRIVE**

Town of Bow, NH

STAFF TO ABENAKI 119-131-16
ATTACHMENT Exhibit 11
PAGE 9 of 15

Parcel Information

NO PHOTO
AVAILABLE

Parcel ID: 9-4-61

Vision PID: 2214

Owner: VILLAGE SHORE ESTATES
ASSOC

Co-Owner:

C/O MATTHEW KLEIGER, CPA

Mailing Address:

23 SURREY COACH LN

BOW, NH 03304

General Information

Map: 9

Block: 4

Lot: 61

Unit:

Primary Use: RES ACLNUD

Zone: RES

Acreage: 2.5

Assessed Value

Land & Outbuildings: 11300

Buildings: 0

Total: 11300

Sale History

Book/Page: 1378/0576

Sale Date: 9/5/1980

Sale Price:

NO PHOTO
AVAILABLE

Model Description:

Living Area:

Approx Year Built:

Style:

Stories:

No. Total Rooms:

No. Bedrooms:

No. Baths:

No. Half Baths:

Interior Wall Desc 1:

Interior Wall Desc 2:

Exterior Wall Desc 1:

Exterior Wall Desc 2:

Roof Cover Desc:

Roof Structure Desc:

Heat Type:

Heat Fuel:

A/C Type:



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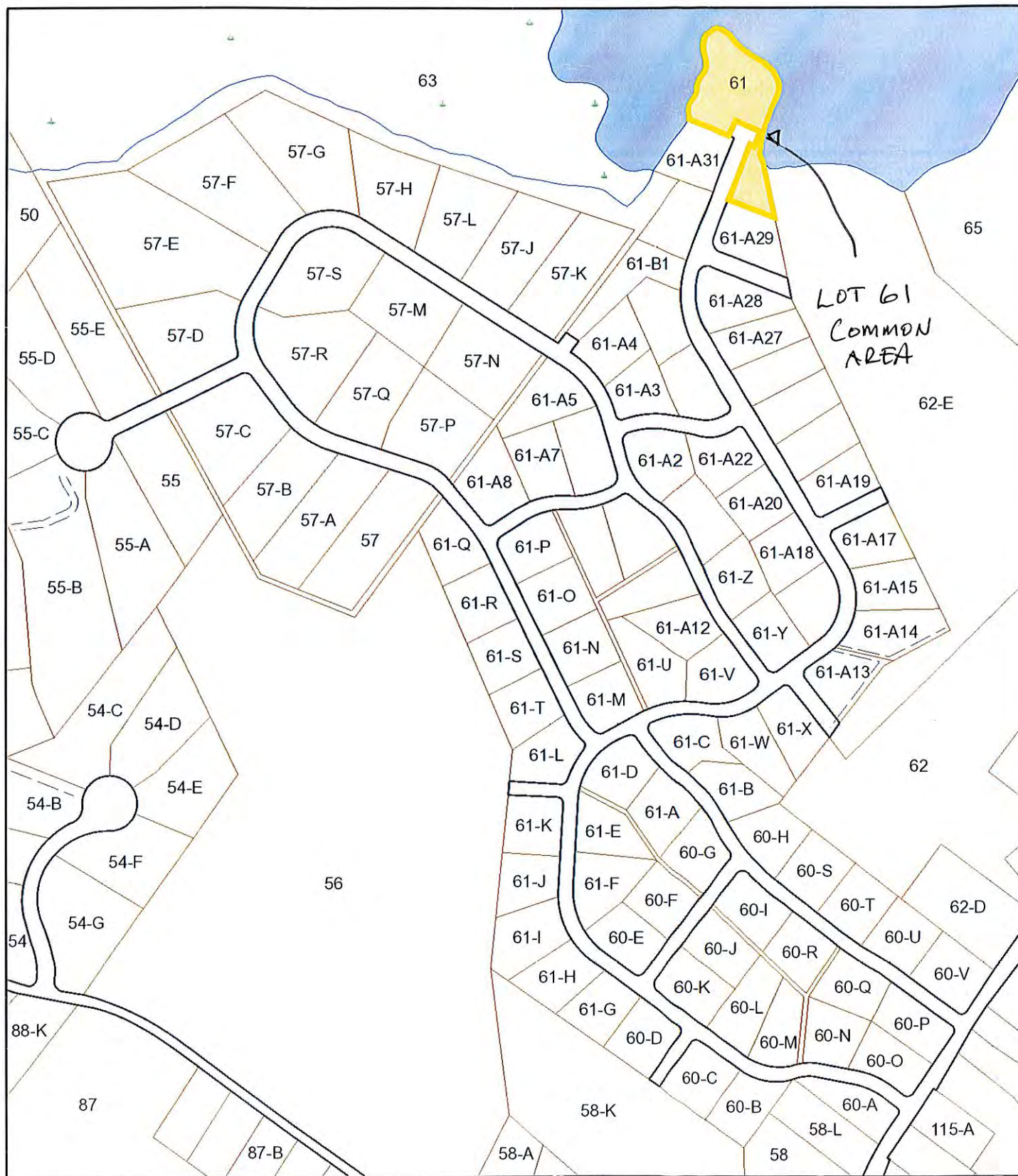
VILLAGE SHORE EST. ATTACHMENT PAGE 10 of 15
LOT 61 - COMMON AREA Bow, NH



1 inch = 489 Feet



February 12, 2020



456236

STATE OF NEW HAMPSHIRE

10

DW 19-131
Exhibit 1

047

Recording fee: \$25.00 (Note 1)

Use black print or type.

Leave 1" margins both sides.

Form must be single-sided, on 8 1/2 x 11" paper, and have a one inch margin on both sides. Double sided copies will not be accepted.* STAFF TO ABENAKI 1-16
ATTACHMENT PAGE 11 of 15

Form No. NP 1

RS 292 2

FILED

NOV 24 2003

ARTICLES OF AGREEMENT
OF
A NEW HAMPSHIRE NONPROFIT CORPORATIONWILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING:

Article 1. The name of the corporation shall be:

Presidential Views at Bretton Woods Condominium Unit Owners' Association

Article 2. The object for which this corporation is established is: for administration, operation, and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in the Presidential Views at Bretton Woods Condominium, Carroll, New Hampshire, as described in a Declaration of Condominium, recorded at the Coos County Registry of Deeds in Book 1031, Page 695, including any such additions thereto as may be made pursuant to said Declaration, and for the (see additional page)

Article 3. The provisions for establishing membership and participation in the corporation are:

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Presidential Views at Bretton Woods, A Condominium, and delivery to the Corporation of appropriate notice of such recordation.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest, or in any other lawful manner, any real or personal property and to hold, improve, manage, and dispose of by gift, (see additional page)

ARTICLES OF AGREEMENT

OF

STICKNEY CIRCLE AT BRETTON WOODS CONDOMINIUM

UNIT OWNERS' ASSOCIATION, INC.

FILED

JUN 27 1995

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I
NAME

The name of this Corporation shall be Stickney Circle at Bretton Woods Condominium Unit Owners' Association, Inc.

ARTICLE II
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Stickney Circle at Bretton Woods, A Condominium, located in the Town of Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos County Registry of Deeds at Vol. , Page , including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

ARTICLE III
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

STAFF TO ABENAKI 1-16
ATTACHMENT PAGE 13 of 15 406

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Coos County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Documents and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208, and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at Stickney Circle at Bretton Woods and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

STICKNEY CIRCLE (CONDOMINIUM)

STAFF TO ABENAK 19-131-16
Exhibit 11
ATTACHMENT PAGE 14 of 15



Property Card: 10 STICKNEY WAY UNIT 09
Town of Carroll, NH



Parcel ID: 211-026-000-009

Owner: FONTAINE, JUSTIN A & JOANNE
Mailing Address: 13 NASH ST
WESTBOROUGH, MA 01581

General Information

Primary Use: Condo
Property Class: Residential
Neighborhood: STICKNEY CIRCLE
Zone: Resid - Bretton Wds
Total Acres: 0

Assessed Value

Land: 0
Buildings: 194900
Total: 194900

Sale History

Book/Page: 1527/752
Sale Date: 1/08/2020
Sale Type: Warranty Deed
Sale Price: 225000

Building Details

Building/Card # 1
Year Built: 1996
Building Type: Main Building
Condition: Average
Living Area: 1344
Total Rooms: 5
Total Bedrooms: 3
Number Full Baths: 2
Number Half Baths:
Heating Type: Hot water
Heating Fuel Type: Gas

Construction Details

Use: Condo
Grade: Avg
Framing: Wood frame
Roofing Material: Asphalt shingles
Foundation: Slab
Exterior Walls: Wd Clpbrds/
Interior Walls: Drywall/



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2/12/2020

Property information - Carroll, NH

Page 1 of 1

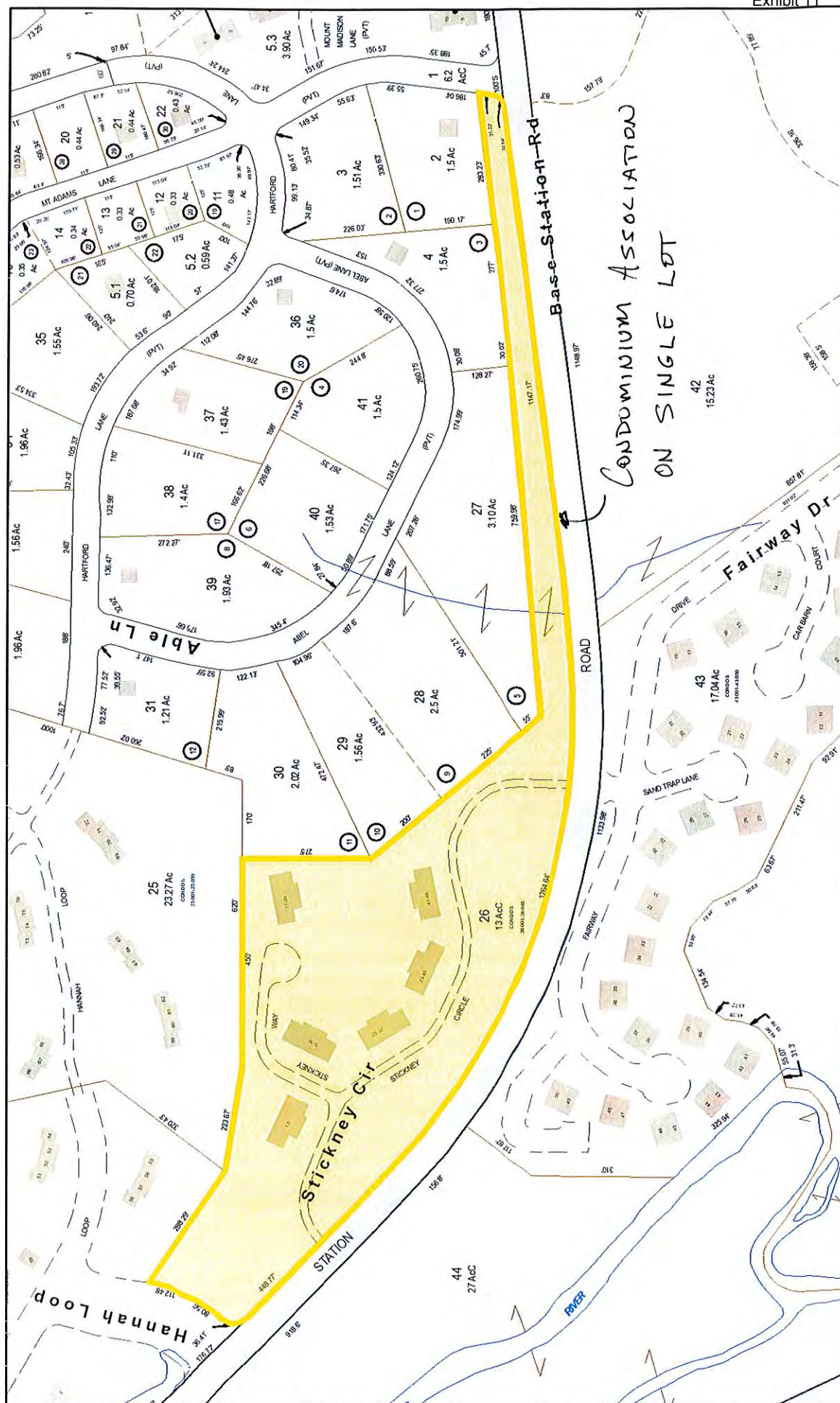
Carroll, NH

1 inch = 300 Feet

1 inch = 300 Feet

300 600 900

February 12, 2020

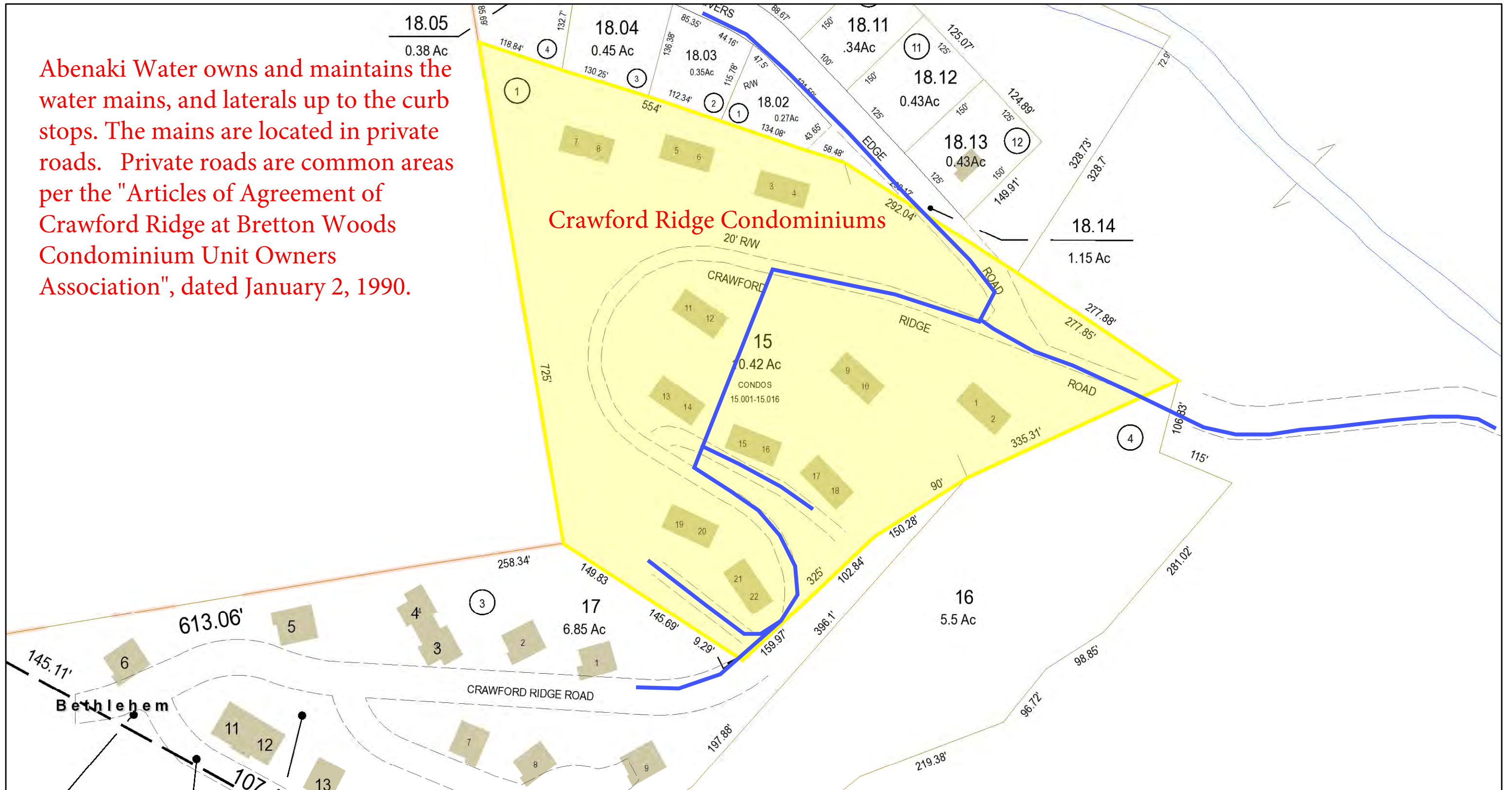


Carroll, NH

1 inch = 134 Feet



Crawford Ridge Condominiums



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ARTICLES OF AGREEMENT

OF

CRAWFORD RIDGE AT BRETTON WOODS CONDOMINIUM

UNIT OWNERS' ASSOCIATION, INC.

FILED

JAN 23 1990

NEW HAMPSHIRE
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I

NAME

The name of this Corporation shall be Crawford Ridge at Bretton Woods Condominium Unit Owners' Association, Inc.

ARTICLE II

PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Crawford Ridge at Bretton Woods, A Condominium, located in Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos and Grafton County Registries of Deeds at Vol. 741, Page 791 and Book 1784, Page 210, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

ARTICLE III

POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.

2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, **private roads and ways**, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Grafton County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Declaration and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, and recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208 and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at the Condominium and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records

shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the units and Common Areas after casualty and further improve the units and Common Areas.

18. To maintain, repair, replace or operate the units and Common Areas.

19. To contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1954, as amended.

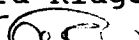
ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V
PLACE OF BUSINESS

The principal place of business shall be at Crawford Ridge Condominium, Route 302, Carroll, New Hampshire. 03595 

ARTICLE VI
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII
MEMBERSHIP

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos and/or Grafton County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Crawford Ridge at Bretton Woods, and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
VOTING RIGHTS

All Members of the Association shall be entitled to cast one vote based on an equal undivided percentage interest in the Common Area, as prescribed by the Condominium By-Laws and N.H. R.S.A. 356-B.

ARTICLE X
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Condominium By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Richard W. Barber, Route 112, Lincoln, N.H.
- (2) John W. Morgan, Route 112, Lincoln, N.H.
- (3) Patrick J. DiSalvo, Route 112, Lincoln, N.H.

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided by in the By-Laws.

ARTICLE XI
OFFICERS

The Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- | | | |
|----------------|-------------------|-----------------------------------|
| (1) President: | John W. Morgan | P.O. Box 477
Lincoln, NH 03251 |
| (2) Secretary: | Richard W. Barber | P.O. Box 477
Lincoln, NH 03251 |
| (3) Treasurer: | Patrick DiSalvo | P.O. Box 477
Lincoln, NH 03251 |

ARTICLE XII
BY-LAWS

The By-Laws of the Association are recorded as Exhibit B to the Declaration of Condominium, and may be amended in the manner prescribed therein and by R.S.A 356-B.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Woodstock, New Hampshire.

(d) Notwithstanding the foregoing, until seventy-five percent (75%) of the percentage interests in the Common Area of the Condominium have been transferred by Declarant, or until three (3) years from the date of recording of the Declaration of Condominium, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Lincoln, New Hampshire, at 10:00 a.m. on November 3, 1988.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 2 day of January, 1990.

NAME AND SIGNATURE
OF INCORPORATOR

POST OFFICE ADDRESS

Richard W. Barber
Richard W. Barber

P.O. Box 477
Lincoln, N.H. 03251

John W. Morgan
John W. Morgan

P.O. Box 477
Lincoln, N.H. 03251

Patrick J. DiSalvo
Patrick J. DiSalvo

P.O. Box 477
Lincoln, N.H. 03251

Robert A. Satter
Robert A. Satter

P.O. Box 477
Lincoln, N.H. 03251

Richard J. Testa
Richard Testa

P.O. Box 477
Lincoln, N.H. 03251

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 2nd day of January, 1990, before me, the undersigned, who have acknowledged, Richard W. Barber, John W. Morgan, Patrick J. DiSalvo, Robert A. Satter and Richard Testa, themselves to have executed the foregoing instrument for the purposes therein contained.

Roselee J. McGee
~~Justice of the Peace~~/Notary Public

8.16.94

FILED

AUG 29 1996

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF AGREEMENT
OF
DARTMOUTH RIDGE HOMES
HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I
NAME

The name of this Corporation shall be Dartmouth Ridge Homes Homeowners' Association, Inc.

ARTICLE II
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Dartmouth Ridge Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Dartmouth Ridge Homes (the "Declaration"), dated May 6, 1996 and recorded in the Coos County Registry of Deeds at Book 858, Page 527, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Properties.

9. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Properties after casualty and further improve the Common Properties.

18. To maintain, repair, replace or operate the Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1986, as amended ("Code"). Without limiting the generality of the foregoing, no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except to the extent that the Corporation makes expenditures for purposes of influencing legislation, in conformity with the requirements of Section 501(h) of the Code; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V PLACE OF BUSINESS

The principal place of business of the Corporation shall be at Dartmouth Ridge Homes, A Subdivision, Hannah Loop, Carroll, New Hampshire.

ARTICLE VI CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII MEMBERSHIP

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX VOTING RIGHTS

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

ARTICLE X BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter, P.O. Box 849, Lincoln, NH 03251
- (2) Robert King, P.O. Box 849, Lincoln, NH 03251
- (3) Richard Testa, P.O. Box 849, Lincoln, NH 03251

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

ARTICLE XI OFFICERS

The Corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- (1) President: Robert A. Satter, P.O. Box 849, Lincoln, NH 03251
- (2) Secretary/Treasurer: Donna M. Roche, P.O. Box 849, Lincoln, NH 03251

ARTICLE XII
BY-LAWS

The By-Laws of the Corporation may be amended in the manner prescribed therein.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Carroll, New Hampshire.

(d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before September 30, 1996.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 5 day of MAY, 1996.

NAME AND SIGNATURE
OF INCORPORATOR


Robert A. Satter

POST OFFICE ADDRESS

P.O. Box 849
Lincoln, NH 03251

Donna M. Roche
Donna M. Roche

P.O. Box 849
Lincoln, NH 03251

Robert King
Robert King

P.O. Box 849
Lincoln, NH 03251

Robert Copenhaver
Robert Copenhaver

P.O. Box 849
Lincoln, NH 03251

Richard Testa
Richard Testa

P.O. Box 849
Lincoln, NH 03251

STATE OF NEW HAMPSHIRE
COUNTY OF

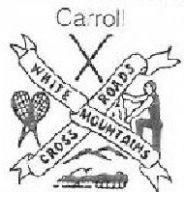
On this the 12th day of August, 1996, before me, the undersigned, who have acknowledged, Robert Satter, Donna M. Roche, Robert King, Robert Copenhaver and Richard Testa, themselves to have executed the foregoing instrument for the purposes therein contained.

Jennifer S. Sylvester
~~Justice of the Peace~~ Notary Public

Jennifer S. Sylvester
My Commission Expires June 23, 2000

Received and Recorded this
22nd Day of August 1996.
Town Clerk, Town of Carroll

Louise M. Staples
Louise M. Staples



Dartmouth Ridge Homes

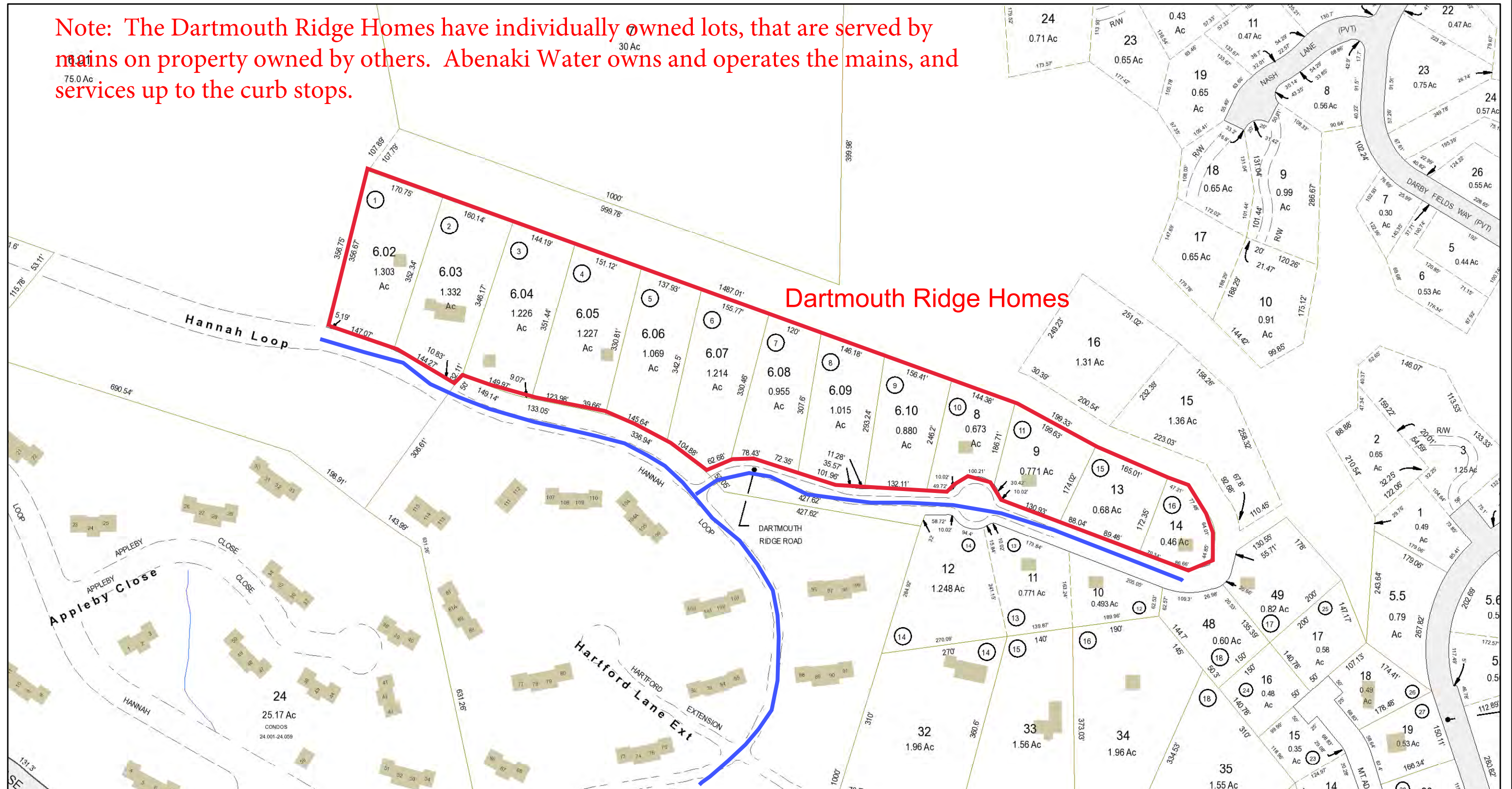
Carroll, NH

1 inch = 200 Feet

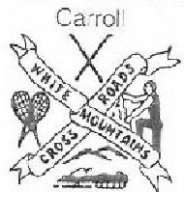


April 22, 2020

Note: The Dartmouth Ridge Homes have individually owned lots, that are served by mains on property owned by others. Abenaki Water owns and operates the mains, and services up to the curb stops.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



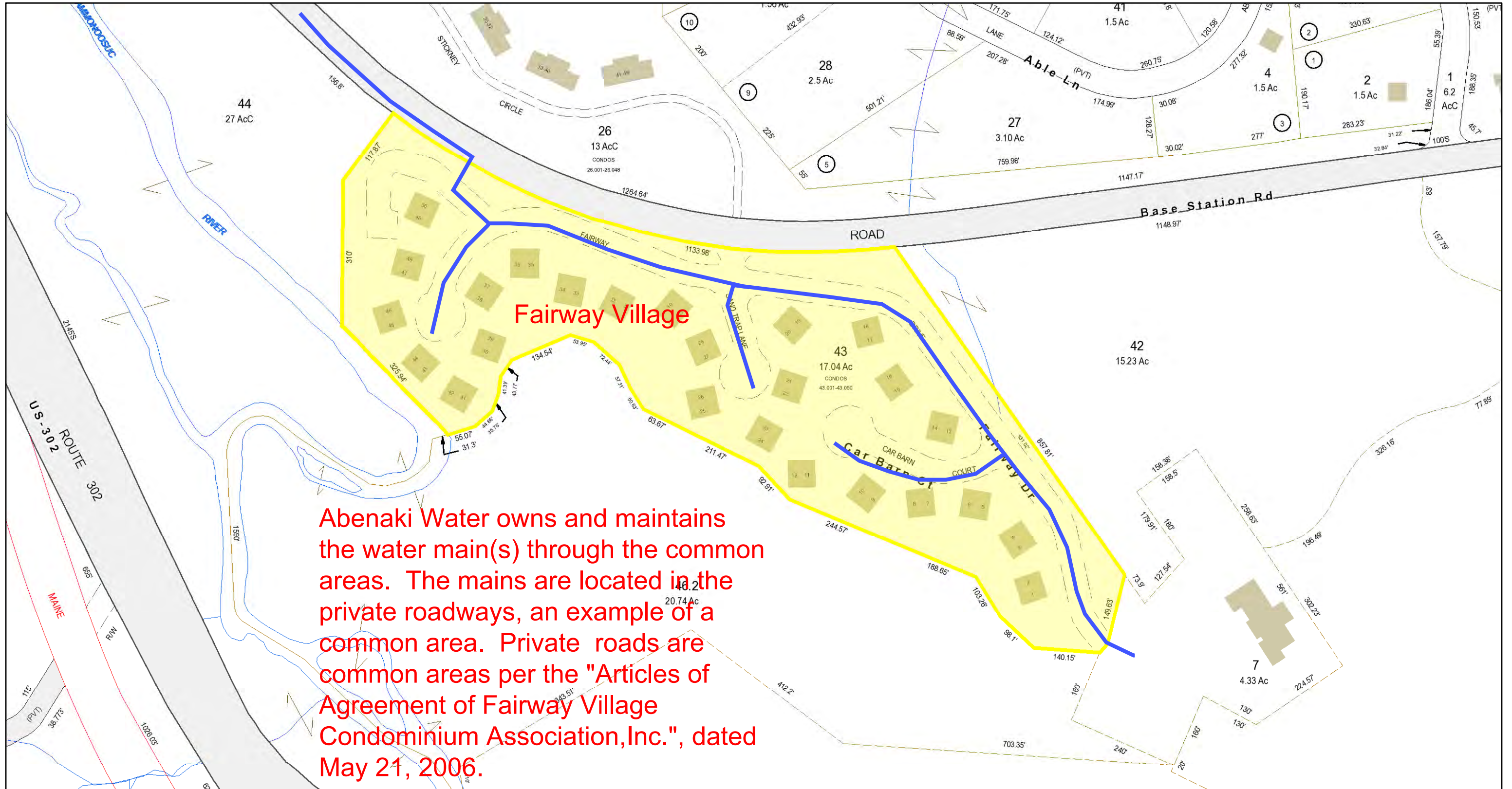
Fairway Village

Carroll, NH

1 inch = 200 Feet



April 20, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

ARTICLES OF AGREEMENT

OF

FAIRWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, being persons of lawful age, by these Articles of Agreement have associated and do hereby associate ourselves together to form a nonprofit corporation, pursuant to the provisions of Chapter 292 of the New Hampshire Revised Statutes Annotated and other laws and statutes relating thereto, by the following articles herein set forth.

ARTICLE I

NAME

The name of the corporation is "Fairway Village Condominium Association, Inc." (hereinafter referred to as the "Association").

ARTICLE II

PURPOSES

The Association is established and shall be operated exclusively to administer, maintain, and operate Fairway Village at Bretton Woods, A Condominium (the "Condominium") created under the provisions of Chapter 356-B of the New Hampshire Revised Statutes Annotated (the "Condominium Act") and organized pursuant to the Declaration of Fairway Village at Bretton Woods, A Condominium, as amended (the "Declaration"), recorded in the Coos County Registry of Deeds, including any additions to such Condominium as may be made pursuant to said Declaration, and to operate, maintain and repair the Common Areas within said Condominium, including roads and open space. The Association is a "unit owner's association," as that term is defined and used in the Condominium Act, and a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property," as those terms are defined in Section 528 of the Internal Revenue Code of 1986. The Association is not organized for and shall not be operated for, pecuniary gain or profit, and no part of the net earnings of the Association shall inure to the benefit of any unit owner, member, director, officer, or private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of the Association's purposes). The Association shall never engage in propaganda, shall never attempt to influence legislation, and shall never participate in any political campaign on behalf of any candidate for public office, nor shall any part of any property owned by the Association or any part of the income therefrom be devoted to such purposes.

ARTICLE III

MEMBERSHIP

All Members of the Association must be record owners of a fee interest in a unit within the Condominium, and all such owners shall automatically become Members of the Association. Change of membership in the Association shall be established by recording at the Coos County



Registry of Deeds a deed or other instrument establishing record title to any unit of Bretton Woods Resort Community, and delivery to the Association of appropriate notice of such recordation.

ARTICLE IV DISSOLUTION

In the event the Association dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V PLACE OF BUSINESS

The principal place of business shall be at Fairway Village at Bretton Woods, Carroll, New Hampshire.

ARTICLE VI CAPITAL STOCK

The Association shall issue no capital stock, shares, or membership certificates.

ARTICLE VII LIABILITY

The personal liability of an officer or director of the Association for any actions taken or omissions made in good faith in his or her capacity as an officer or director of the Association shall be limited to the fullest extent allowed by law.

ARTICLE VIII POWERS

This Association shall be empowered:

- (a) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
- (b) To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Association.
- (c) To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
- (d) To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Condominium for recreational, cultural and social facilities including buildings and other structures **private roads and ways** and all such

facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Areas."

(e) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Condominium and recorded in the Coos County Registry of Deeds, as the same has been and may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

(f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility, consistent with the purposes of the Association, subject to the provisions of the Declaration, and further subject to such conditions as may be agreed to by the Members.

(g) To pay taxes, if any, on the Common Areas or assessed against the Association.

(h) To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

(i) To purchase insurance upon the Common Areas and upon any other improvements located thereon and insurance for the protection of the Association and its Members.

(j) To procure and/or employ any legal, accounting, administrative, or other services, personnel, or professionals.

(k) To make, adopt, amend, modify, rescind, and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

(l) To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

(m) To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

(n) To borrow or raise monies for any of the purposes of the Association and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in

trust of the whole or any part of the Property of the Association.

(o) To contract and enter into undertakings and agreements of every kind and description.

(p) To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase, sale, lease, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

(q) To reconstruct improvements to the Common Areas after casualty and further improve the Common Areas.

(r) To maintain, repair, replace or operate the Common Areas.

(s) To contract for the management of the Association and/or the performance of its duties with a third party and to delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

(t) To receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property, and to hold, improve, manage and dispose of the same by gift, sale or otherwise, and to use the same in any lawful manner for the furtherance of the objects for which the Association is established.

(u) To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which the Association is organized, or intended to further the objects of the Association and to promote the common benefits and enjoyment of the Members.

All of the assets and income of the Association shall be used exclusively for the purposes hereinabove set forth, including the payment of expenses incidental thereto.

ARTICLE IX **DURATION OF EXISTENCE**

The Association shall have perpetual existence.



ARTICLE X **VOTING RIGHTS**

Members of the Association shall be entitled to cast one (1) vote per Condominium unit owned. In the event that a single Condominium unit has multiple owners, the owners together shall be entitled to cast only one (1) vote for that Condominium unit.

ARTICLE XI
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Bylaws of the Association. The names and addresses of the Initial Directors are:

	<u>Name</u>	<u>Address</u>
(1)	Dianne Sweeney	20 Fairway Village, Bretton Woods, NH 03575
(2)	Susan Reny	51 Morrison Road, Round Pond, ME 04564
(3)	John S. Seager	84 Ranger Road, Hollis, NH 03049
(4)	Paul Fowler	6 West Hadley Road, Merrimack, MA 01860
(5)	Lee Cary	22 Sias Lane, Milton, MA 02186
(6)	Charles Cohn	32 Fairway Village, Bretton Woods, NH 03575
(7)	Meyer Koplow	51 West 52nd Street, New York, NY 10019

The Initial Directors herein designated shall serve out their terms as provided in the Bylaws unless one or more shall resign. Directors shall be elected or removed in the manner provided in the Bylaws.

ARTICLE XII
BYLAWS

The Bylaws of the Association are recorded in the Coos County Registry of Deeds and may be amended in the manner prescribed therein.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or *by proxy* at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the

Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of a majority of Members present at any duly called meeting.

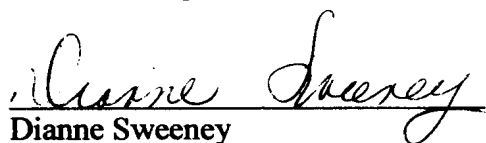
(c) A copy of each amendment shall be filed with the New Hampshire Secretary of State and recorded among the public records of the Town of Carroll, New Hampshire.

ARTICLE XIV
SIGNATURES

The names, addresses, and signatures of the persons associating together on this 21 day of May 2006 to form the Association are as follows:

Name and Signature of Incorporator

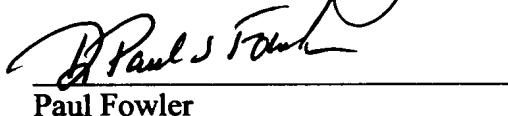
Post Office Address


Dianne Sweeney

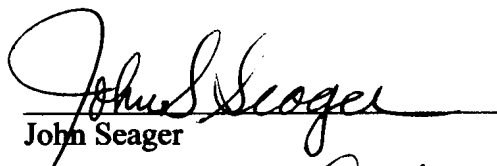
20 Fairway Village
Bretton Woods, NH 03575


Susan Reny

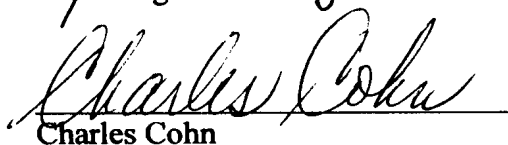
52 Morrison Road
Round Pond, ME 04564


Paul Fowler

6 West Hadley Road
Merrimack, MA 01860

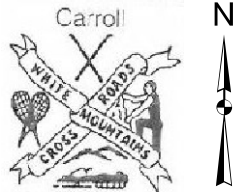

John Seager

84 Ranger Road
Hollis, NH


Charles Cohn

32 Fairway Village
Bretton Woods, NH 03575

338934



Forest Cottages-1

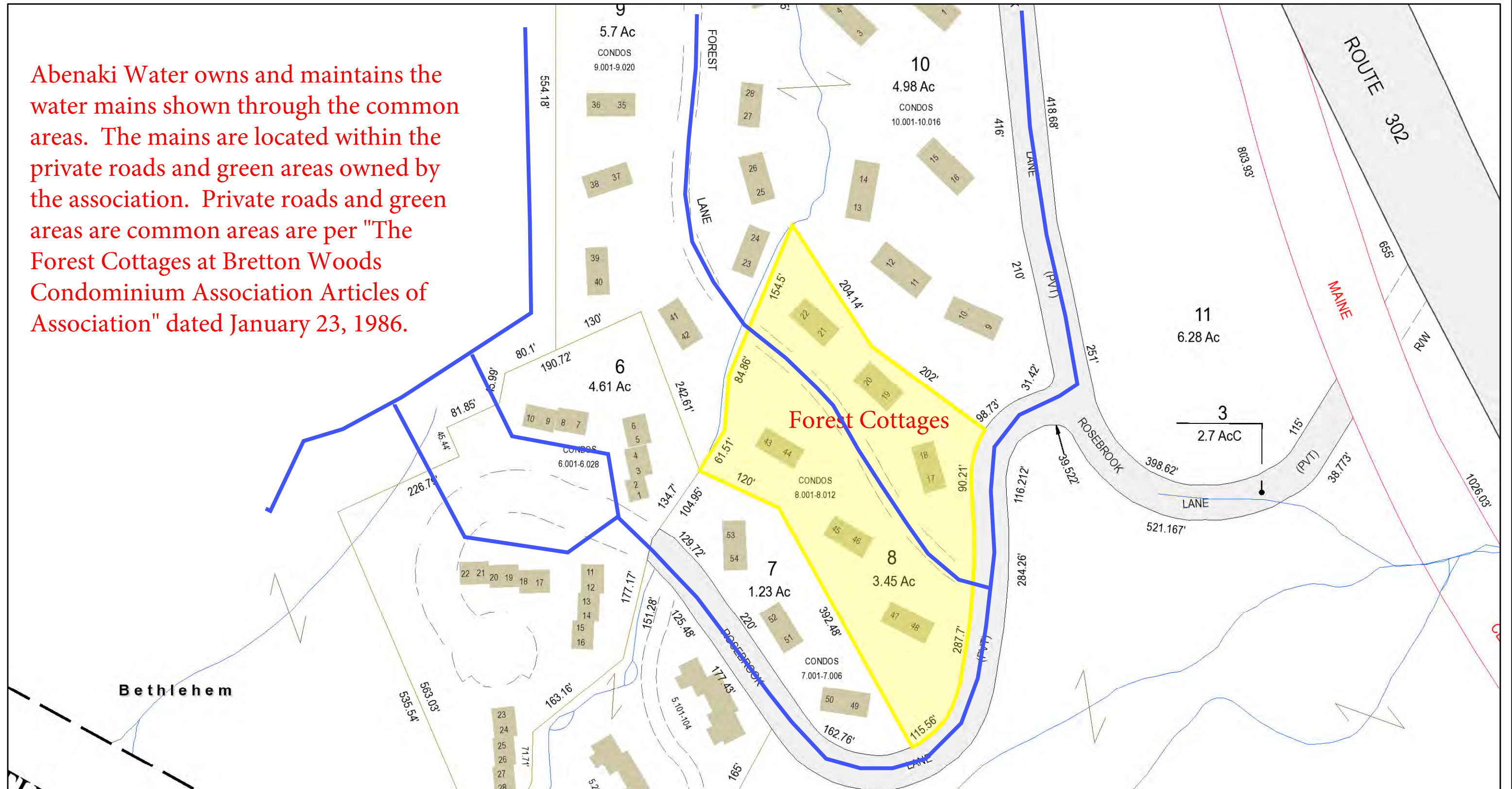
Carroll, NH

1 inch = 134 Feet

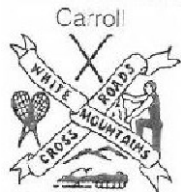


April 20, 2020

Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

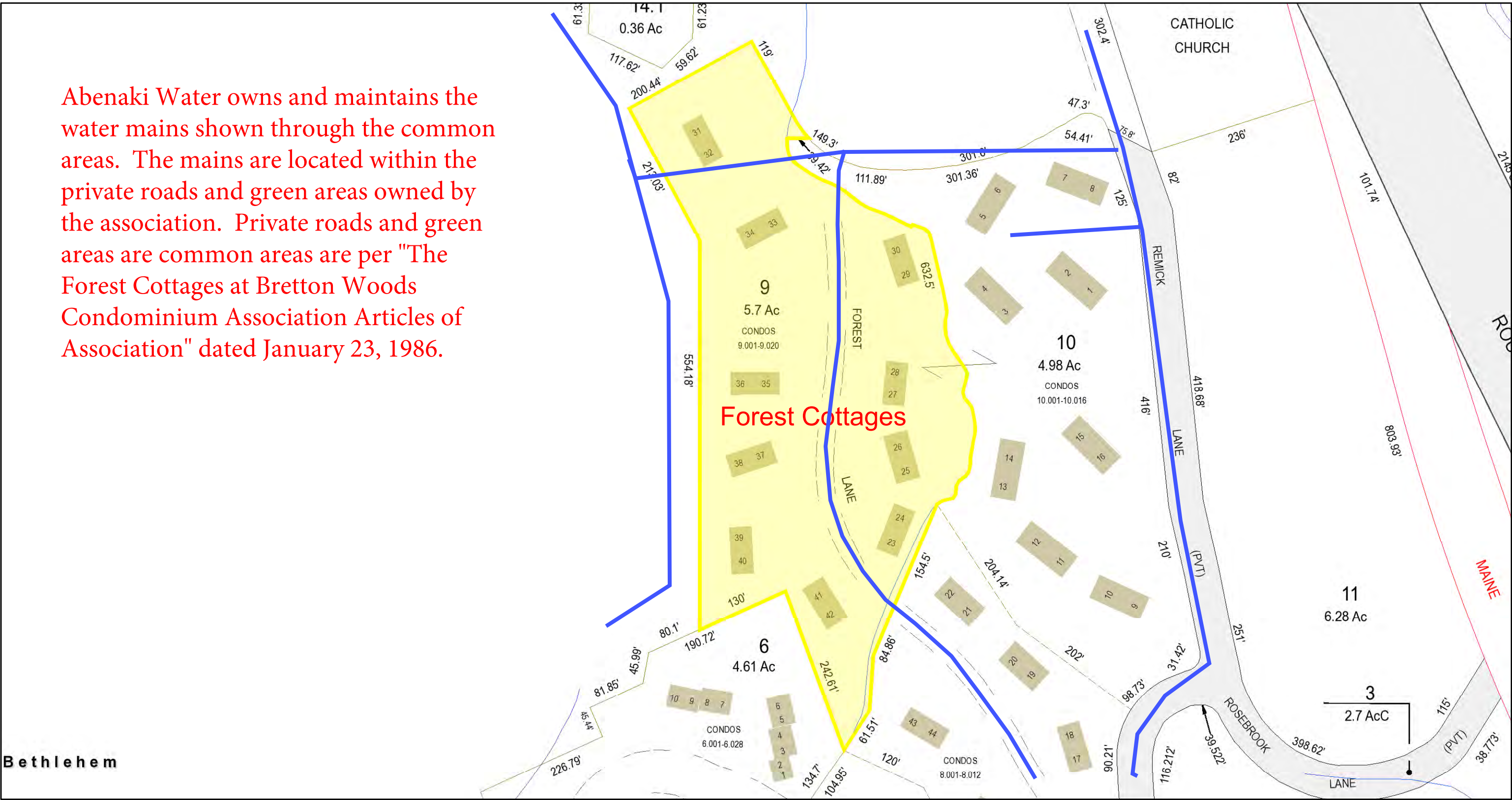


Forest Cottages-2



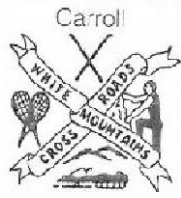
April 20, 2020

Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.



Bethlehem

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Forest Cottages-3

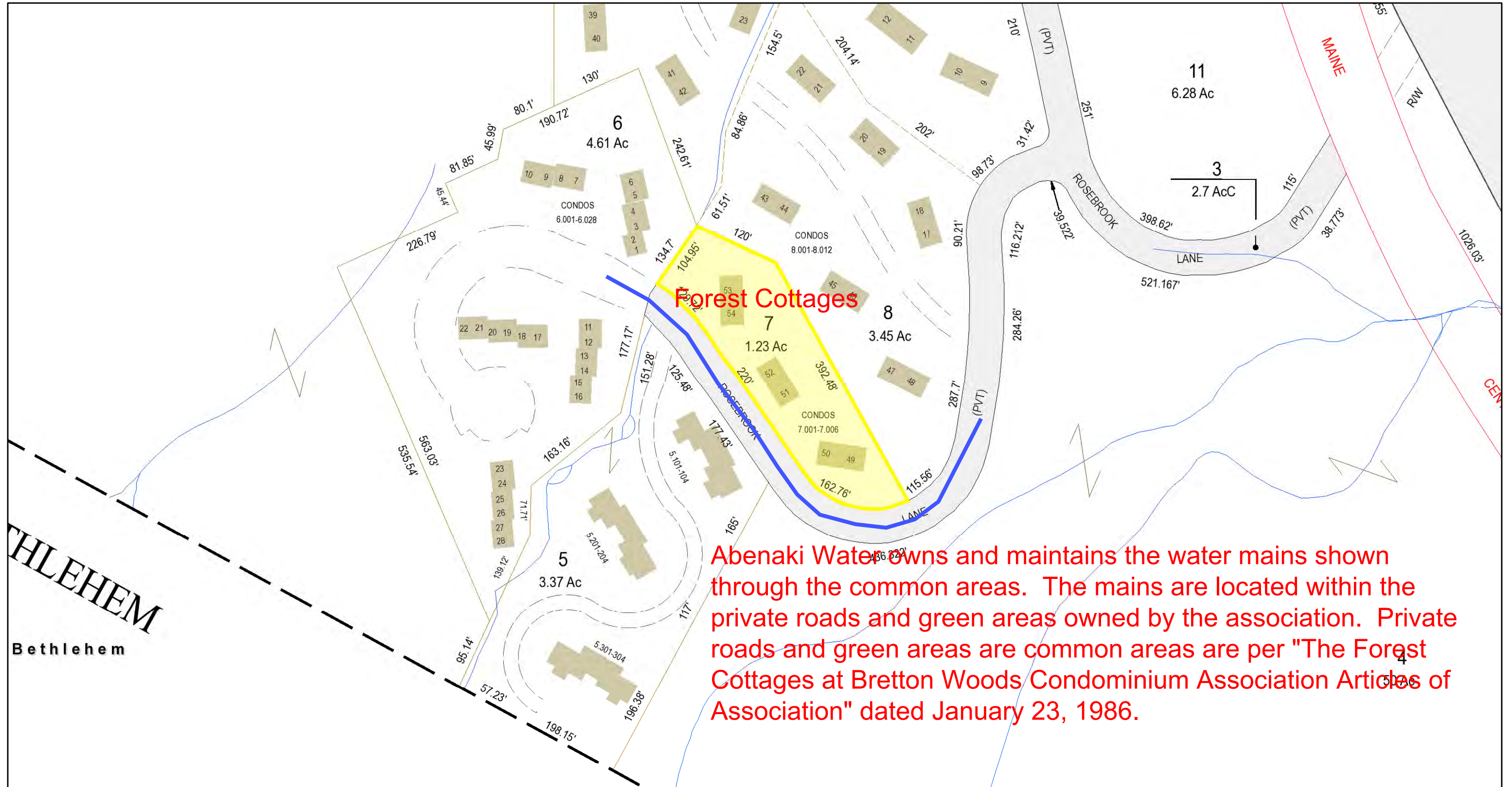


Carroll, NH

1 inch = 134 Feet



April 20, 2020



Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.

THE FOREST COTTAGES AT BRETTON WOODS CONDOMINIUM ASSOCIATIONARTICLES OF ASSOCIATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be The Forest Cottages at Bretton Woods Condominium Association.

ARTICLE II. This corporation is established and shall be operated as a residential real estate management association to provide for the acquisition, construction, management, maintenance and care of "association property" as defined by Section 528 of the Internal Revenue Code, being portions of certain premises known as The Forest Cottages at Bretton Woods in the Town of Carroll, County of Coos and State of New Hampshire, being a condominium substantially all the units of which may only be used by individuals for residential purposes, and being more particularly described in Appendix A to Declaration of The Forest Cottages to be recorded at Coos County Registry of Deeds (the "Declaration").

FILED

APR 15 1986

NEW HAMPSHIRE
SECRETARY OF STATE

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ARTICLE III. This corporation shall be empowered:

1. To acquire, construct, manage, maintain and care for certain real and personal property including buildings and other structures, utilities, natural areas, green areas, picnic areas, footways and walks, play areas, private roads and ways, parks and commons and all other property incidental thereto, sometimes hereinafter referred to as "Common Property" and to manage, maintain and care for certain privately held property which affect the overall appearance and structure of The Forest Cottages at Bretton Woods as provided in the Declaration ("Privately Held Property");

2. To establish and collect membership dues, fees and assessments ("assessments") from owners of residences or residential lots which are part of The Forest Cottages at Bretton Woods referred to in Article II ("members");

3. To apply the proceeds of assessments toward expenditures for the acquisition, construction, management, maintenance and care of Common Property held by the corporation and of Privately Held Property;

4. To purchase insurance upon the Common Property and Privately Held Property and insurance for the protection of the corporation and its members;

5. To pay taxes, if any, on the Common Property or assessed against the Association;

6. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Property;

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7. To make, amend and enforce rules and regulations concerning the use of the Common Property and Privately Held Property and the obligations of the members;

8. To lease or sublease, mortgage, encumber, sell or otherwise transfer, and to contract or license the use of, the Common Property;

9. To consolidate or merge, on such terms and condition as may be agreed upon, by purchase or lease from or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes;

10. To make and perform contracts of every kind and description;

11. To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation;

12. To do any other thing, collect other income and make other expenditures to the extent permitted by law, necessary or desirable to carry out and accomplish the purposes for which it is

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organized or intended, to further the objects of the corporation or to promote the common benefits and enjoyment of the members;

ARTICLE IV. The corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage, and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

ARTICLE V. The principal place of business shall be at Route 302, Bretton Woods Resort, Bretton Woods, County of Coos and The State of New Hampshire.

ARTICLE VI. This corporation shall not have capital stock.

ARTICLE VII. The members of the corporation shall be all of the record owners of the fee simple title to any Unit which is a part of The Forest Cottages at Bretton Woods referred to in Article II hereof.

Change of membership in the corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record fee simple title to any unit in The Forest Cottages at Bretton Woods, and delivery to the corporation of appropriate notice of such recordation.

ARTICLE VIII. The corporation shall have perpetual existence.

ARTICLE IX. No member, officer or employee or person connected with the corporation shall receive at any time any of

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the net earnings or pecuniary profit from its operations, provided that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the corporation in effecting any of its purposes, or, upon liquidation of the corporation, the distribution of any assets to members.

ARTICLE X. Upon dissolution of the corporation its assets shall be distributed pro rata to its members of the corporation at that time in proportion to their undivided interests in the Common Property.

ARTICLE IX. The first meeting of this corporation shall be held at Bretton Woods Resort, Bretton Woods, New Hampshire at 9:00 a.m on December 6, 1985.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on December 6, 1985.

Name and Signature
of Incorporator

Post Office Address

AT White

Bretton Woods NH 03575

Craig A. Dawns

Bretton Woods, N.H. 03575

Jim Boynton

22 W. 11th St. Whitefield, N.H. 03598

Ronald R. Ledwith

P.O. Box 91 Tinsboro N.H.
03595

William Kennedy

Whitefield, N.H. 03598

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STATE OF NEW HAMPSHIRE
COUNTY OF DOOS

JANUARY 23, 1986

Before me, the ^{above} undersigned officer^s, personally appeared:
A.J. WAITE
CRAIG A. DOWNING & H. M. BOYNTON
who acknowledged themselves to have executed the foregoing instru-
ment for the purposes therein contained.

May E. Hubert
Justice of the Peace/Notary Public
my commission expires 2/13/89

1 10

To PFI

LAW OFFICES OF
SULLOWAY HOLLIS & SODEN

9 CAPITOL STREET

P. O. BOX 1256

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 224-2341

IRVING H. SODEN
CHARLES F. SHERIDAN, JR.
MARTIN L. GROSS
MICHAEL M. LONERGAN
EATON W. TARBELL, JR.
EDWARD M. KAPLAN
WARREN C. NIGHSWANDER
IRVIN D. GORDON
MICHAEL P. LEHMAN
PETER F. IMSE
STEPHEN M. DUPREY
R. CARL ANDERSON
ROBERT M. LARSEN
JOHN W. MITCHELL
MARGARET H. NELSON
DAVID F. CONLEY
ELEANOR H. HOLMES
JOHN M. SULLIVAN
JOHN BURWELL GARVEY
JAMES E. OWERS
JAMES O. BARNEY
THOMAS B. CRONMILLER
SUZANNE GOULET
ROBERT J. LANNEY
CHRISTINA J. SILBERMAN
EDNA M. CONWAY
KATHERINE P. BURKE
JANE I. CADDELL

FRANK J. SULLOWAY
(1983-1984)

FRANKLIN HOLLIS
(1984-1985)

OF COUNSEL

GUY A. SWENSON, JR.
ARTHUR W. MUDGE
JOHN P. CHANDLER
EDWARD B. HAMLIN

HANOVER OFFICE
14 SO. MAIN STREET
P. O. BOX 231
HANOVER, N. H. 03755
(603) 643-6299

LACONIA OFFICE
277 UNION AVENUE
LACONIA, N. H. 03246
(603) 528-3190

APR 11 1986

March 7, 1986

Louise M. Staples, Clerk
Town of Carroll
Town Hall
Carroll, NH 03595

Dear Ms. Staples:

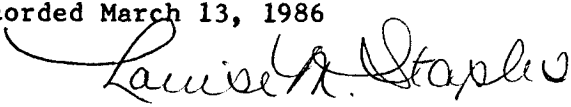
Enclosed for filing please find Articles of Association for the Forest Cottages at Bretton Woods Condominium Association, a non-profit corporation pursuant to the provisions of RSA 292. I have also enclosed the required \$2.00 filing fee with these articles. I would appreciate your sending a receipt of this filing to me as soon as possible so that I may proceed to file with the Office of the Secretary of State.

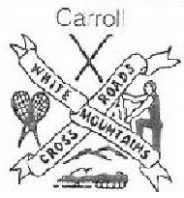
Sincerely,


Edna M. Conway

EMC/dhb
Enclosures

Received and Recorded March 13, 1986

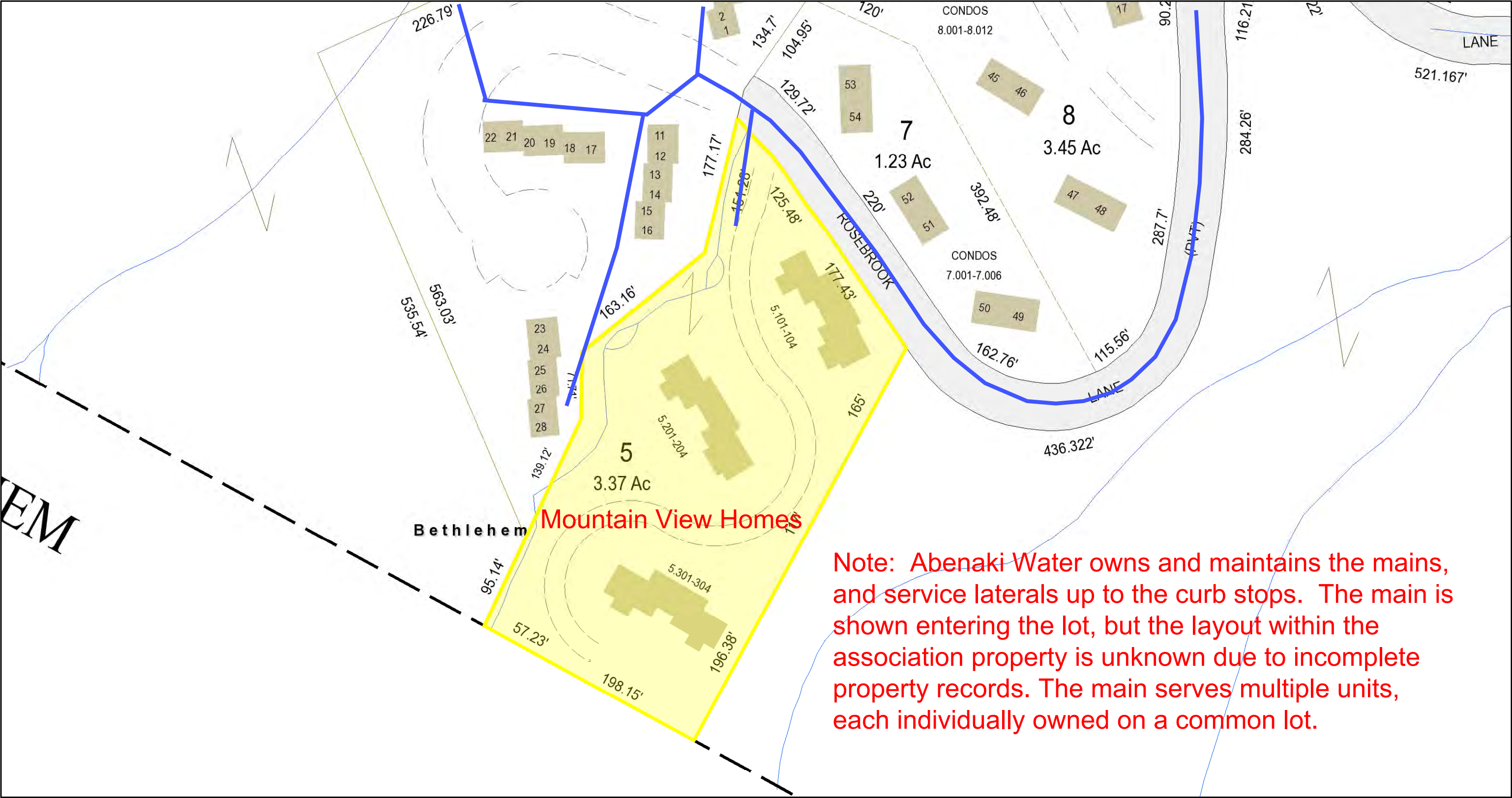
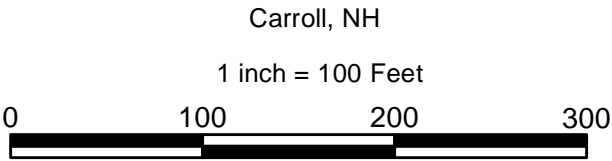

Louise M. Staples
Town Clerk
Town of Carroll, NH



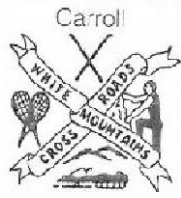
Mountain View Homes



April 22, 2020



Note: Abenaki Water owns and maintains the mains, and service laterals up to the curb stops. The main is shown entering the lot, but the layout within the association property is unknown due to incomplete property records. The main serves multiple units, each individually owned on a common lot.

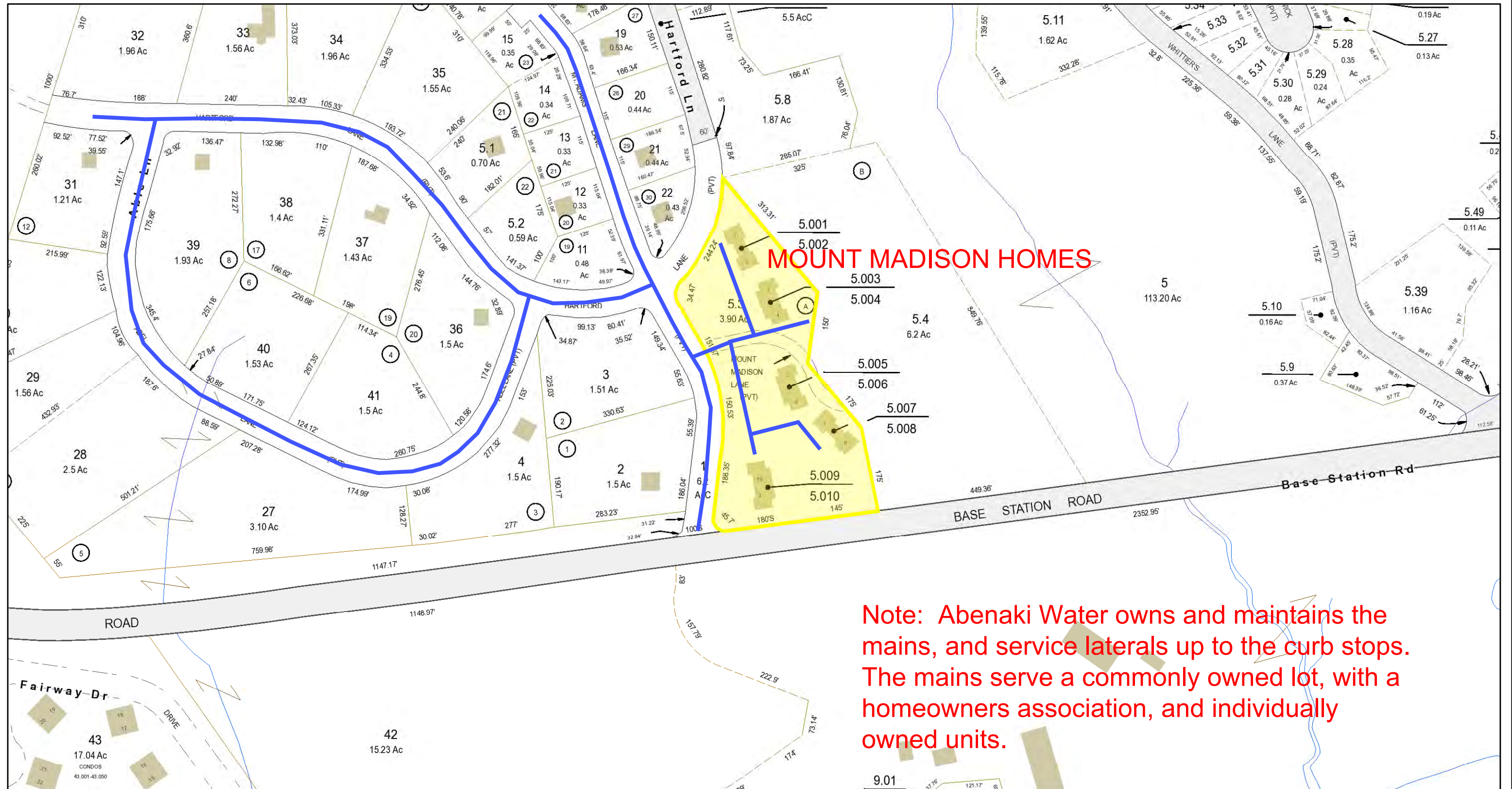


Carroll, NH

1 inch = 200 Feet



April 22, 2020



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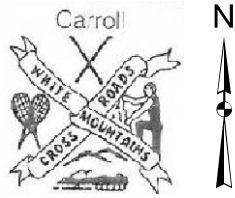
Carroll, NH

1 inch = 269 Feet



Mount Washington Place

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Mount Washington Place-2

Carroll, NH

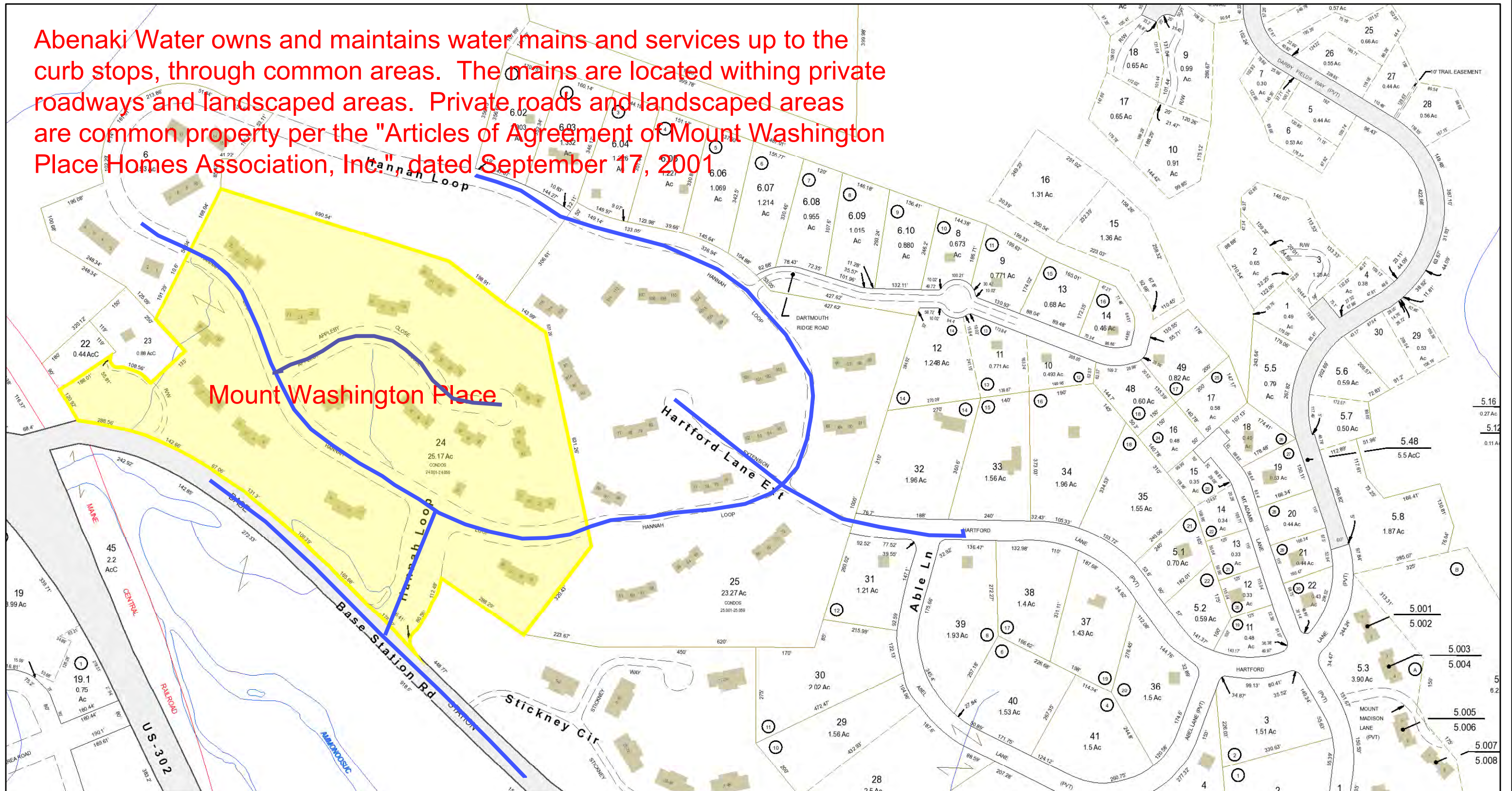
1 inch = 269 Feet



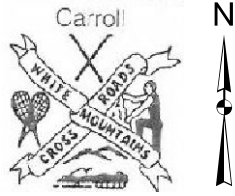
April 20, 2020



Abenaki Water owns and maintains water mains and services up to the curb stops, through common areas. The mains are located within private roadways and landscaped areas. Private roads and landscaped areas are common property per the "Articles of Agreement of Mount Washington Place Homes Association, Inc.", dated September 17, 2001.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

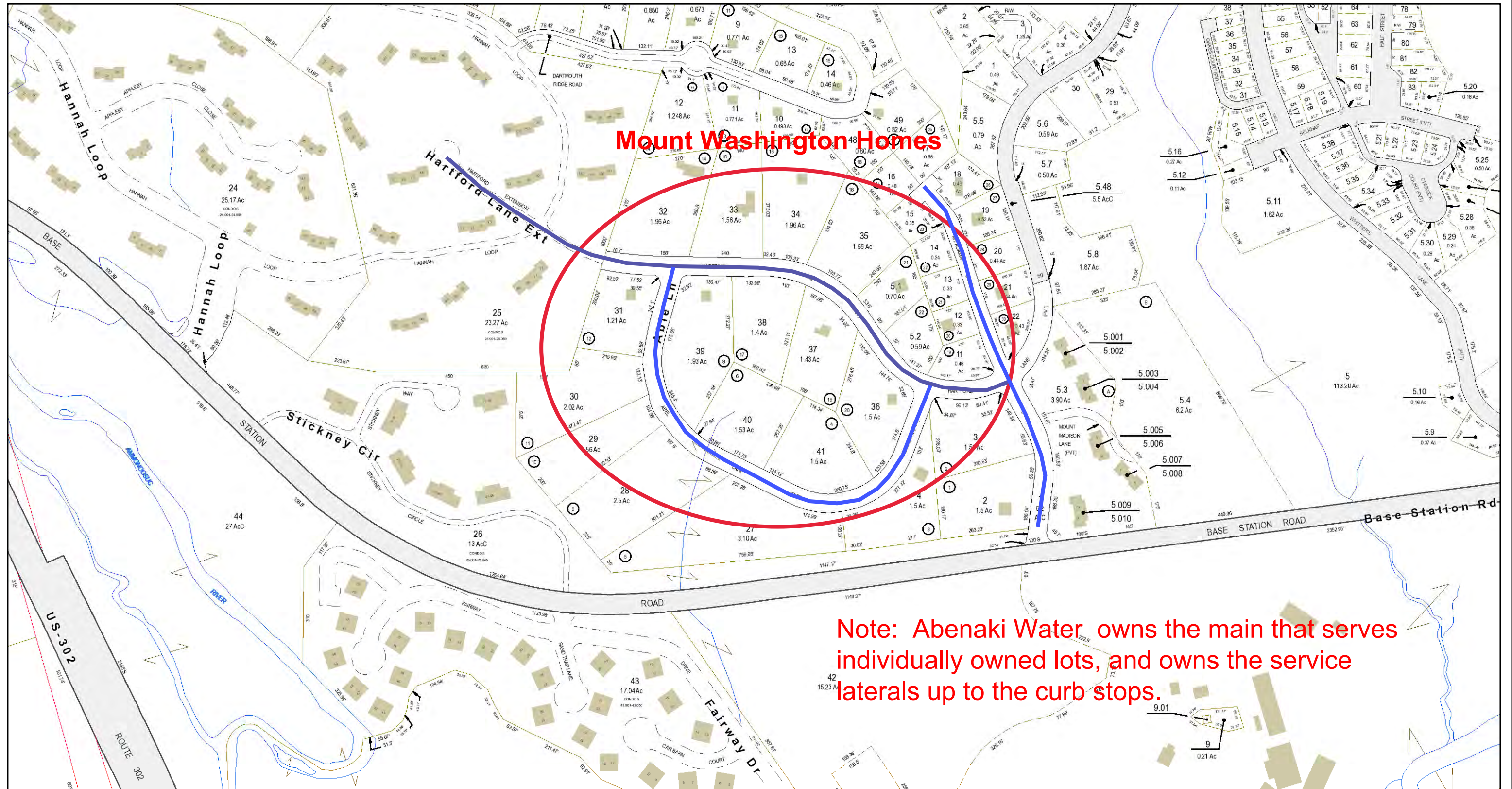


Carroll, NH

1 inch = 300 Feet



April 22, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

NOV 05 2001 394

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF AGREEMENT

OF

MOUNT WASHINGTON PLACE HOMES ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I

NAME

The name of this Corporation shall be Mount Washington Place Homes Association, Inc.

ARTICLE II

PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in the Mount Washington Place Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants for Mount Washington Place Homes (the "Declaration"), dated October 24, 1989, and recorded in the Coos County Registry of Deeds at Book 0768, Page 0684, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III

POWERS

This Corporation shall be empowered:

1. To appoint and remove all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem appropriate.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

9. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

10. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

11. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

12. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

13. To reconstruct improvements to the Common Properties after casualty and further improve the Common Properties.

14. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V PLACE OF BUSINESS

The principal place of business of the Corporation shall be at Hartford Lane, Carroll, Coos County, New Hampshire.

03598

ARTICLE VI CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII MEMBERSHIP

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX VOTING RIGHTS

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

ARTICLE X BOARD OF DIRECTORS

No director or officer of the corporation shall be liable to the corporation (or its shareholders) for monetary damages for breach of fiduciary duty as a director or an officer except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation or its members;
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any transaction from which the director, officer, or both devised an improper personal benefit.

ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Hillsborough, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XII

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided,

that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XIII

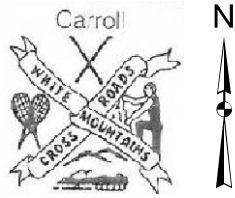
The signatures and mailing address of each of the persons associating together to form the corporation are set forth below.

	<u>Signature and Name</u>	<u>Mail Address</u>
1.	<u>Wayne W. Presby</u> <u>WAYNE W. PRESBY</u> Name (Please print)	<u>83 ELM ST.</u> <u>LITTLETON, NH 03561</u>
2.	<u>Cathy J. Towle</u> <u>Cathy J. Towle</u> Name (Please print)	<u>209 Jefferson Road</u> <u>Whitefield NH 03598</u>
3.	<u>Patti L. Roy</u> <u>Patti L. Roy</u> Name (Please print)	<u>237 French Road</u> <u>Dalton, NH 03598</u>
4.	<u>Sally Livingstone</u> <u>Sally Livingstone</u> Name (Please print)	<u>6 Grandview Dr.</u> <u>Lancaster NH 03584</u>
5.	<u>JOE J. BEEDE</u> <u>Joe J. Beede</u> Name (Please print)	<u>31 WEST ELM ST.</u> <u>LITTLETON NH 03561</u>

City/Town Clerk's Office, City/Town of Cagoll
Received and recorded this 17th day of Sept., 2001.

Louise M. Staples
City/Town Clerk's Signature

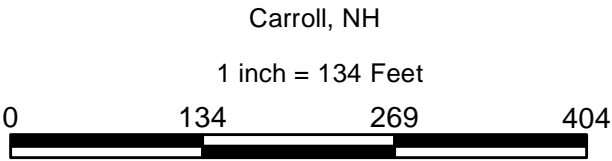
Louise M. Staples
City/Town Clerk's Name (Please print)



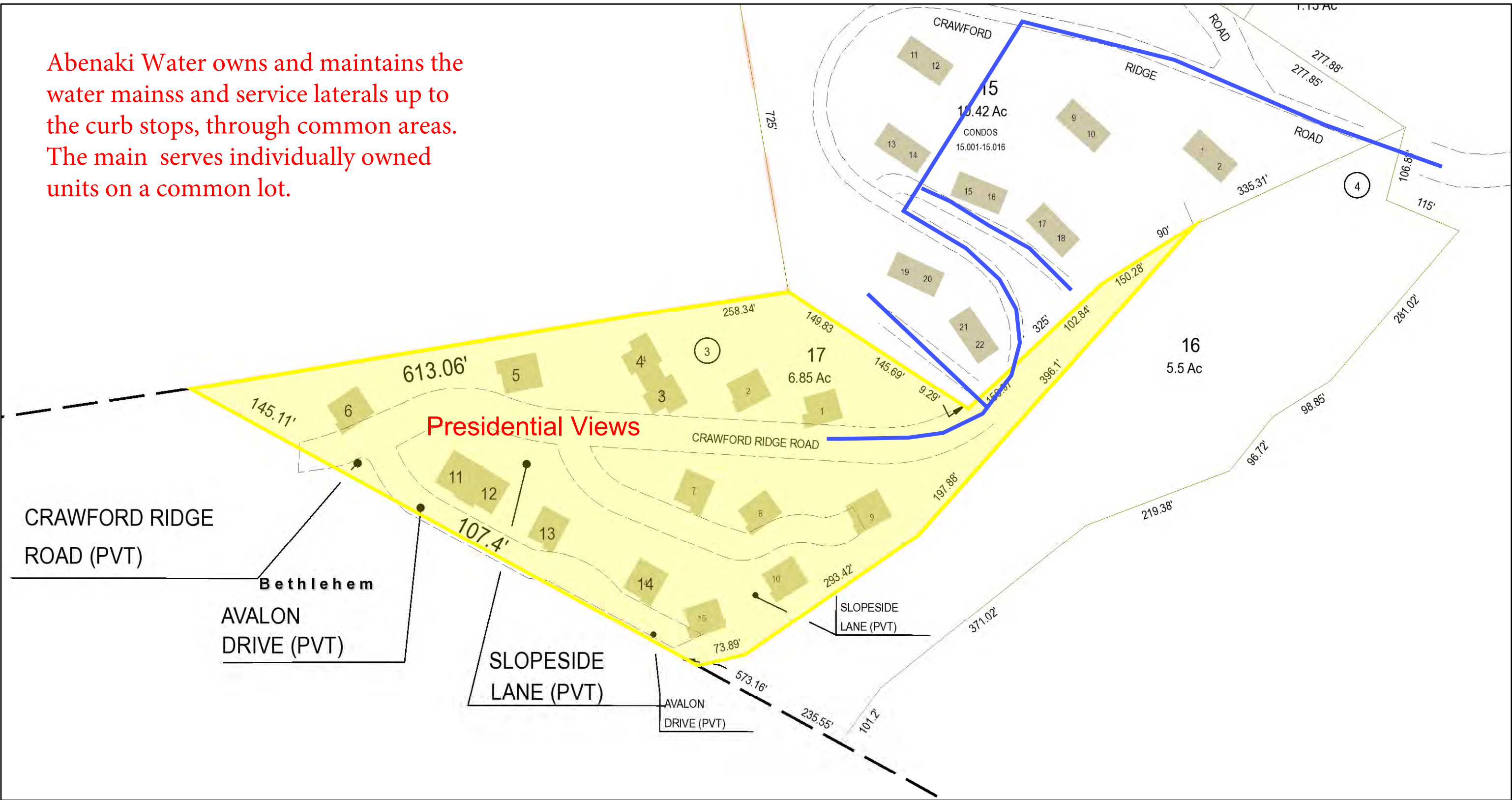
Presidential Views



April 20, 2020



Abenaki Water owns and maintains the water mainss and service laterals up to the curb stops, through common areas. The main serves individually owned units on a common lot.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Recording fee: \$25.00 (Note 1)

Use black print or type.

Leave 1" margins both sides.

Form must be single-sided, on 8 1/2 x 11" paper, and have a one inch margin on both sides. Double sided copies will not be accepted.

Form No. NP 1

FILED
RS 292 Z

NOV 24 2003

ARTICLES OF AGREEMENT
OF
A NEW HAMPSHIRE NONPROFIT CORPORATION

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS
OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING:

Article 1. The name of the corporation shall be:

Presidential Views at Bretton Woods Condominium Unit Owners' Association

Article 2. The object for which this corporation is established is:
for administration, operation, and other non-profitable purposes includ-
ing the promotion of the pleasure and social welfare of the owners and
occupants from time to time of condominium units in the Presidential
Views at Bretton Woods Condominium, Carroll, New Hampshire, as described
in a Declaration of Condominium, recorded at the Coos County Registry
of Deeds in Book 1031, Page 695, including any such additions thereto as
may be made pursuant to said Declaration, and for the (see additional page)
Article 3. The provisions for establishing membership and participation
in the corporation are:

All Members of the Association must be record owners of a fee interest
in a unit within the Property and all such owners shall automatically
become Members of the Association. The Declarant, as identified and
defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by
recording at the Coos County Registry of Deeds, a deed or other instrument
establishing record title to any condominium unit of Presidential Views at
Bretton Woods, A Condominium, and delivery to the Corporation of appropriate
notice of such recordation.

Article 4. The provisions for disposition of the corporate assets in the
event of dissolution of the corporation including the prioritization of rights
of shareholders and members to corporate assets are:

All the assets and income of the Corporation shall be used exclusively
for the objects hereinabove set forth, including the payment of expenses
incidental thereto. The Corporation shall not attempt to influence
legislation by propaganda or otherwise nor shall it intervene, directly
or indirectly, in any political campaign on behalf of any candidate for
public office.

The Corporation shall have authority to receive by lease, purchase,
gift, grant, devise, bequest, or in any other lawful manner, any real or
personal property and to hold, improve, manage, and dispose of by gift,
(see additional page)

10 048

Additional Page

Article 2 (continued)

maintenance, preservation, and architectural control of the units and common areas within the Condominium.

Article 4 (continued)

sale, or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

NAME OF CORPORATION
Presidential Views at Bretton Woods Condominium
Unit Owners' Association

Form No. NP 1
RSA 292:2

Article 5. The address at which the business of this corporation is to be carried on is:

C/o MWH Preservation Limited Partnership
The Mount Washington Hotel and Resort
Route 302
Bretton Woods, NH 03575

until a new address for the corporation is established

Article 6. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

The Corporation shall not have capital stock.

Article 7. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

No director or officer shall have any liability to the Corporation or its members except as imposed by RSA 292.2.

RECEIVED

NOV 14 1995

NEW HAMPSHIRE
SECRETARY OF STATE

Presidential Views at Bretton Woods Condominium

Unit Owners' Association

Article 8. Signatures and post office address of each of the persons associating together to form the corporation: (Note 3)

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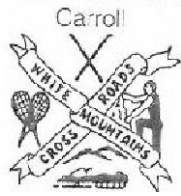
Signature and Name	Post Office Address
1. <u>Wayne W. Presby</u> Signature <u>WAYNE W. PRESBY</u> Name (please print)	<u>83 ELM ST.</u> Street <u>LITTLETON NH 03561</u> City/Town State Zip
2. <u>Paul Ronty, Jr.</u> Signature <u>PAUL RONTY, JR.</u> Name (please print)	<u>13 CRANMORE WOODS</u> Street <u>KEARSARGE, NH 03847</u> City/Town State Zip
3. <u>Pat L. Roy</u> Signature <u>PAT L. ROY</u> Name (please print)	<u>237 French Rd</u> Street <u>Dartmouth NH 03598</u> City/Town State Zip
4. <u>Laurie A. Matthews</u> Signature <u>LAURIE A. MATTHEWS</u> Name (please print)	<u>68 Lancaster Rd</u> Street <u>Whitefield NH 03598</u> City/Town State Zip
5. <u>Richard M. McGinnis</u> Signature <u>RICHARD M. MCGINNIS</u> Name (please print)	<u>352 North rd</u> Street <u>Lancaster N.H. 03584</u> City/Town State Zip

City/Town Clerk's office, City/Town of Carrall
Received and recorded this 19th day of November, 2003.
(Note 4)

Louise M. Staples
City/Town Clerk's Signature
Louise M. Staples
City/Town Clerk's Name (Please Print)

- Notes:
1. Recording fee payable to: N. H. Secretary of State.
 2. If no provision eliminating or limiting personal liability, insert "none".
 3. At least five signatures are required.
 4. Must be recorded with the Clerk of the City/Town of the principal place of business prior to recording with the Secretary of State.
(Fee payable to the clerk is \$5.00.)

Mail \$25.00 STATE FEE and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH)
to: Secretary of State, State House, 107 North Main Street, Concord, NH 03301



Riverfront Homes

Carroll, NH

1 inch = 200 Feet



April 22, 2020

Note: Abenaki Water owns and maintains the mains, and service laterals up to the curb stops. The main is along a private road that is owned by the homeowners association, and the main serves individually owned properties. Private roads are common areas per "Articles of Agreement of Riverfront Homes Homeowners Association, inc.", dated December 17, 1993

Riverfront Homes

Bethlehem

FILED

FEB -2 1994

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF AGREEMENT

OF

RIVERFRONT HOMES

HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I
NAME

The name of this Corporation shall be Riverfront Homes Homeowners' Association, Inc.

ARTICLE II
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Riverfront Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Riverfront Homes Homeowners' Association (the "Declaration"), dated December 16, 1993 and recorded in the Coos County Registry of Deeds at Book 822, Page 603, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.

2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Properties.

9. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Propertieess after casualty and further improve the Common Propertieess.

18. To maintain, repair, replace or operate and Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not

attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V
PLACE OF BUSINESS

The principal place of business of the Corporation shall be at Riverfront Subdivision, Crawford Drive, Carroll, New Hampshire.

ARTICLE VI
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII
MEMBERSHIP

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
VOTING RIGHTS

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

ARTICLE X
BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432
- (2) Patrick J. DiSalvo
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432
- (3) Peter Powell
86 Main St.
Lancaster, NH 03584

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

ARTICLE XI
OFFICERS

The Corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- | | |
|--|---------------------|
| (1) Robert A. Satter
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432 | President |
| (2) Patrick J. DiSalvo
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432 | Secretary/Treasurer |

ARTICLE XII
BY-LAWS

The By-Laws of the Corporation may be amended in the manner prescribed therein.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Carroll, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before March 31, 1994.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 17th day of December, 1993.

NAME AND SIGNATURE
OF INCORPORATOR

POST OFFICE ADDRESS


Robert A. Satter

Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432


Patrick J. DiSalvo

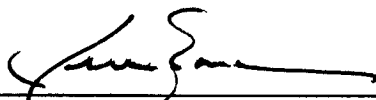
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432


Peter Powell

86 Main Street
Lancaster, NH 03584


Robert Copenhagen

Parker's Marketplace
127 Main Street
Littleton, NH 03561


Jere Eames

Eastgate Motor Inn
RFD #1
Littleton, NH 03561

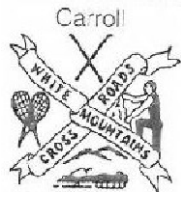
STATE OF NEW HAMPSHIRE
COUNTY OF COOS

On this the 17th day of December, 1993, before me, the undersigned, who have acknowledged, Robert Satter, Patrick J. DiSalvo, Peter Powell, Robert Copenhagen and Jere Eames, themselves to have executed the foregoing instrument for the purposes therein contained.


Justice of the Peace/Notary Public

Received and Recorded
01-27-94 9:45AM #001
Carroll Town Clerk, Louise M. Staples
WPPNPG1109-9/28/93


TAVIA CEDERBERG
NOTARY PUBLIC
My commission exp. June 30, 1999



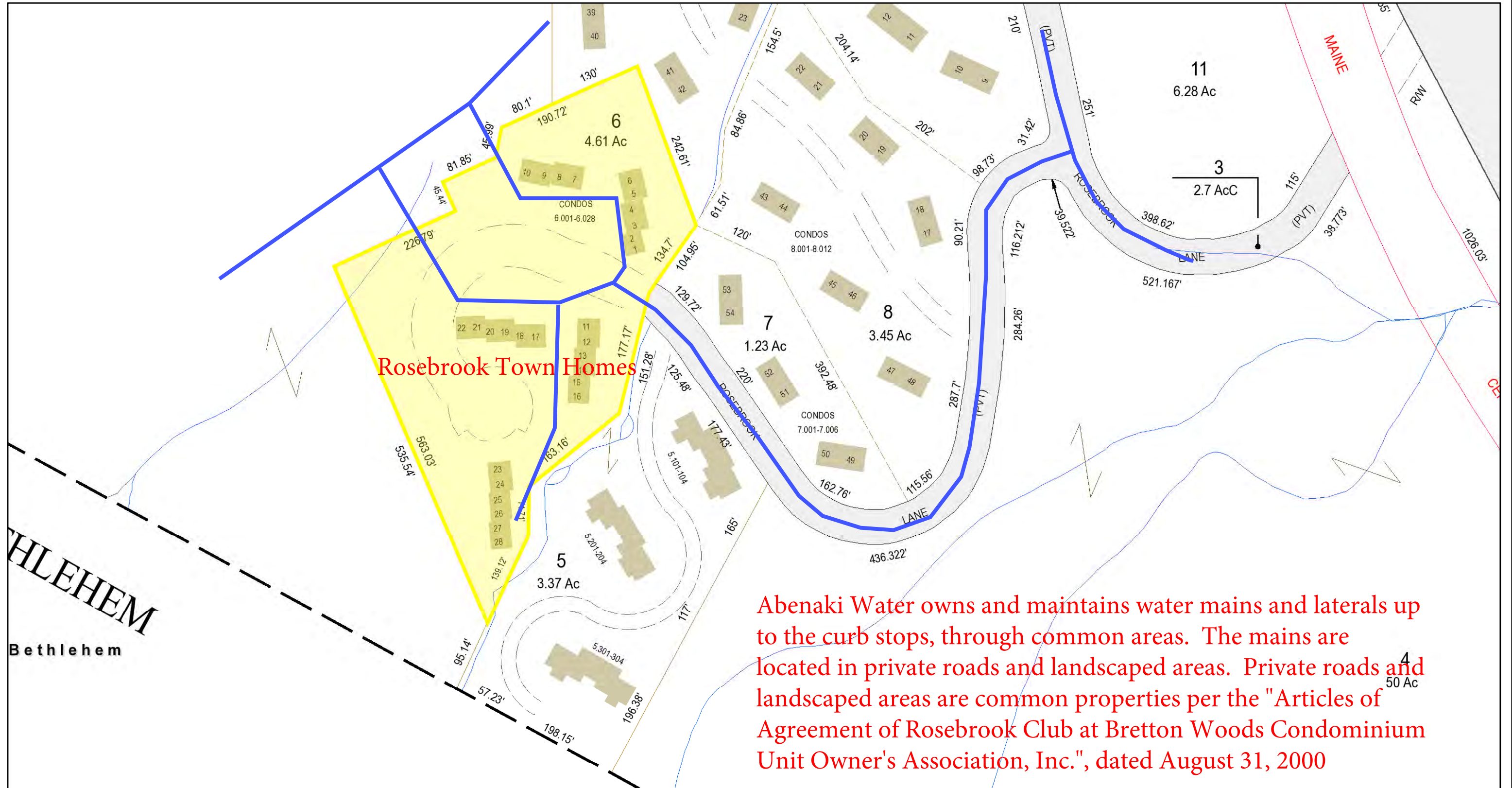
Rosebrook Town Homes-1

Carroll, NH

1 inch = 134 Feet



April 20, 2020



FILED

OCT 30 2000

**WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE**

**ARTICLES OF AGREEMENT
OF
ROSEBROOK CLUB AT BRETTON WOODS CONDOMINIUM
UNIT OWNER'S ASSOCIATION, INC.**

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

**ARTICLE I
NAME**

The name of this Corporation shall be The Rosebrook Club at Bretton Woods Unit Owner's Association, Inc.

**ARTICLE II
PURPOSES**

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of units in The Rosebrook Club at Bretton Woods (the "Condominium") located in the Town of Carroll, New Hampshire, as described in a First Amendment to Declaration of Condominium for The Rosebrook Club at Bretton Woods (the "Declaration"), dated May 6, 1999 and recorded in the Coos County Registry of Deeds at Book 924, Page 239, including any such additions thereto as may be made pursuant to said Declaration..

**ARTICLE III
POWERS**

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Condominium including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Areas".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles.

6. To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and

evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Areas after casualty and further improve the Common Areas.

18. To maintain, repair, replace or operate the Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V
PLACE OF BUSINESS

The principal place of business of the Corporation shall be at The Rosebrook Club at Bretton Woods Condominium, Route 202, Carroll, New Hampshire. 03598

ARTICLE VI
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII
MEMBERSHIP

All Members of the Corporation must be record owners of a Unit within the Condominium and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one Unit in the Condominium.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Unit and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws annexed to the Declaration. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Wayne W. Presby, Littleton, NH 03561
- (2) Robert M. Clement, Bretton Woods, NH 03575
- (3) Joel Beder, Littleton, NH 03561

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

ARTICLE X BY-LAWS

The By-Laws of the Corporation are annexed to the Declaration and may be amended in the manner prescribed therein.

ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy- five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Coos County, New Hampshire.

ARTICLE XII

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XIII

The first meeting of this Corporation shall be held at Bretton Woods on or before
August 31, 2000.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures
on this 31 day of August, 2000.

NAME AND SIGNATURE
OF INCORPORATOR

POST OFFICE ADDRESS

Wayne W. Presby

Wayne Presby
Route 302
Bretton Woods, NH 03575

R. H. Clement

Robert M. Clement
Route 302
Bretton Woods, NH 03575

Joel Bedor

Joel Bedor
Route 302
Bretton Woods, NH 03575

Margaret A. Greenwood

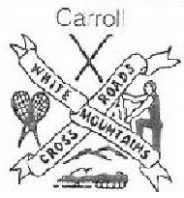
Margaret A. Greenwood
Route 302
Bretton, Woods, NH 03575

John W. Morgan

John W. Morgan
Route 302
Bretton Woods, NH 03575

City/Town Clerk's Office of Carroll, New Hampshire received and recorded this 2nd day
of Oct, 2000.

Louise Staples



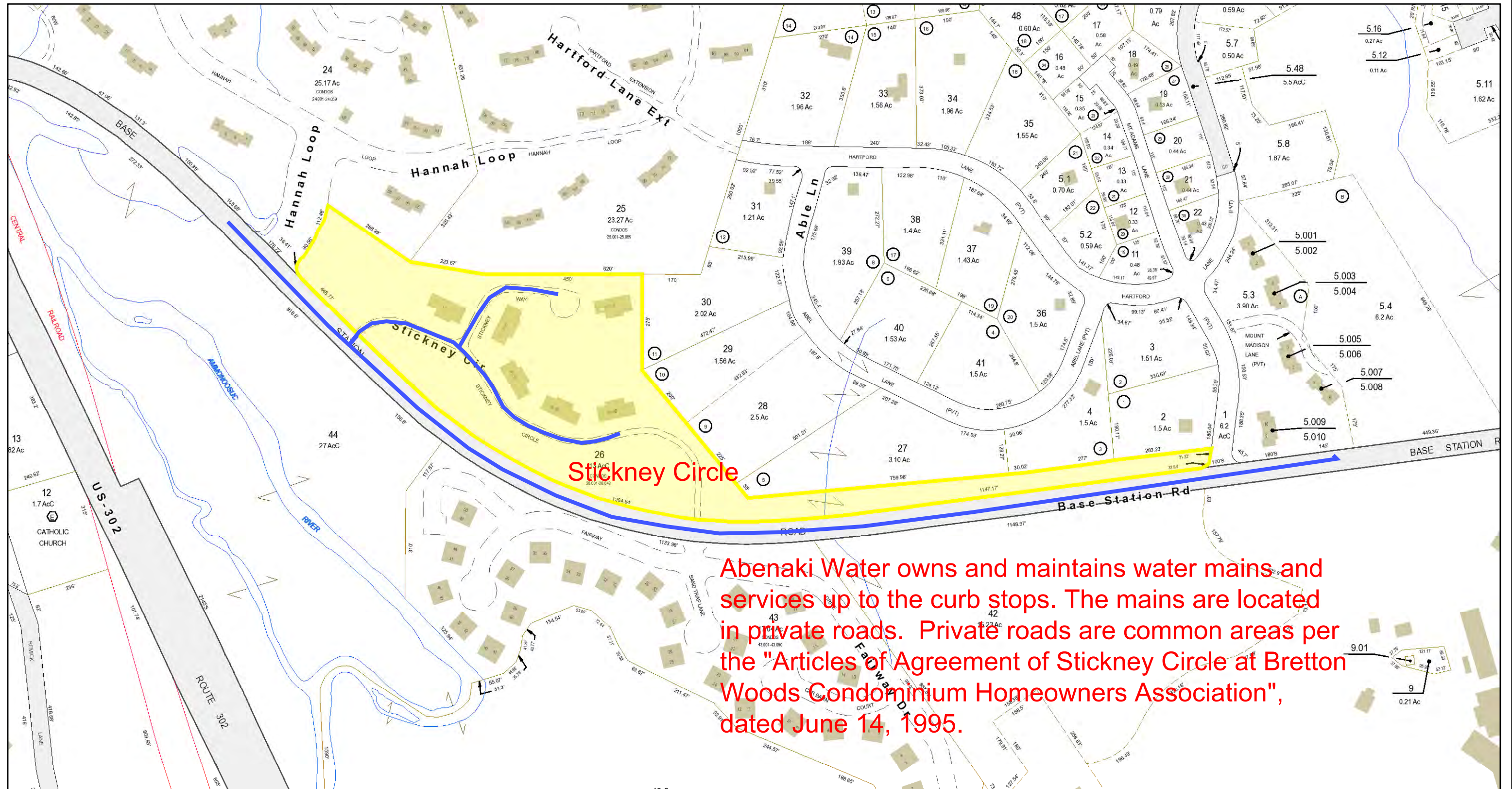
Stickney Circle

Carroll, NH

1 inch = 269 Feet



April 20, 2020



Abenaki Water owns and maintains water mains and services up to the curb stops. The mains are located in private roads. Private roads are common areas per the "Articles of Agreement of Stickney Circle at Bretton Woods Condominium Homeowners Association", dated June 14, 1995.

ARTICLES OF AGREEMENT

OF

STICKNEY CIRCLE AT BRETTON WOODS CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.

FILED

JUN 27 1995

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I
NAME

The name of this Corporation shall be Stickney Circle at Bretton Woods Condominium Unit Owners' Association, Inc.

ARTICLE II
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Stickney Circle at Bretton Woods, A Condominium, located in the Town of Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos County Registry of Deeds at Vol. , Page , including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

ARTICLE III
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.

2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Coos County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Documents and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208, and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at Stickney Circle at Bretton Woods and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the units and Common Areas after casualty and further improve the units and Common Areas.

18. To maintain, repair, replace or operate the units and Common Areas.

19. To contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1954, as amended.

ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not

attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V PLACE OF BUSINESS

The principal place of business shall be at Stickney Circle at Bretton Woods, A Condominium, Carroll, New Hampshire.

ARTICLE VI CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII MEMBERSHIP

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Stickney Circle at Bretton Woods, and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
VOTING RIGHTS

All Members of the Association shall be entitled to cast one vote based on an equal undivided percentage interest in the Common Area, as prescribed by the Condominium By-Laws and N.H. R.S.A. 356-B.

ARTICLE X
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Condominium By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432
- (2) Patrick J. DiSalvo
Olde Province Common
RR 3, Box 72-16
Meredith, NH 03253-9432
- (3) Peter Powell
86 Main St.
Lancaster, NH

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided by in the By-Laws.

ARTICLE XI
OFFICERS

The Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- | | | |
|----------------|--|-------|
| (1) President: | Robert A. Satter
71 NH Route 104, Unit 1
Meredith, New Hampshire | 03253 |
| (2) Secretary: | Patrick J. DiSalvo
71 NH Route 104, Unit 1
Meredith, New Hampshire | 03253 |
| (3) Treasurer: | Patrick J. DiSalvo
71 NH Route 104, Unit 1
Meredith, New Hampshire | 03253 |

ARTICLE XII
BY-LAWS

The By-Laws of the Association are recorded as Exhibit B to the Declaration of Condominium, and may be amended in the manner prescribed therein and by R.S.A 356-B.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Woodstock, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the percentage interests in the Common Area of the Condominium have been transferred by Declarant, or until three (3) years from the date of recording of the Declaration of Condominium, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before February 1, 1995.

411

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 14 day of JUNE, 1995.

NAME AND SIGNATURE
OF INCORPORATOR


POST OFFICE ADDRESS


Robert A. Satter

71 NH Route 104, Unit 1
Meredith, NH 03253-9432


Patrick J. DiSalvo

71 NH Route 104, Unit 1
Meredith, NH 03253-9432


Peter Powell

86 Main Street
Lancaster, NH 03584


Robert Copenhaver

Parker's Marketplace
127 Main Street
Littleton, NH 03561

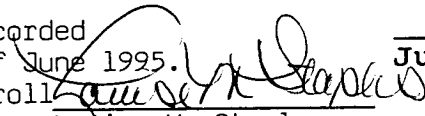

Jere Eames

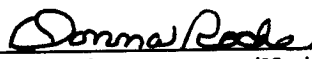
Eastgate Motor Inn
RFD #1
Littleton, NH 03561

STATE OF NEW HAMPSHIRE
COUNTY OF Grafton

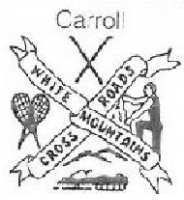
On this the 14 day of JUNE, 1995 before me, the undersigned, appeared Robert Satter, Patrick J. DiSalvo, Peter Powell, Robert Copenhaver and Jere Eames, who have acknowledged themselves to have executed the foregoing instrument for the purposes therein contained.

Received and Recorded
this 22nd day of June 1995.
Town Clerk, Carroll


Louise M. Staples


Justice of the Peace/~~Notary Public~~
my Commission Expires:
3-25-97

WWPNPG/1215



Stonehill

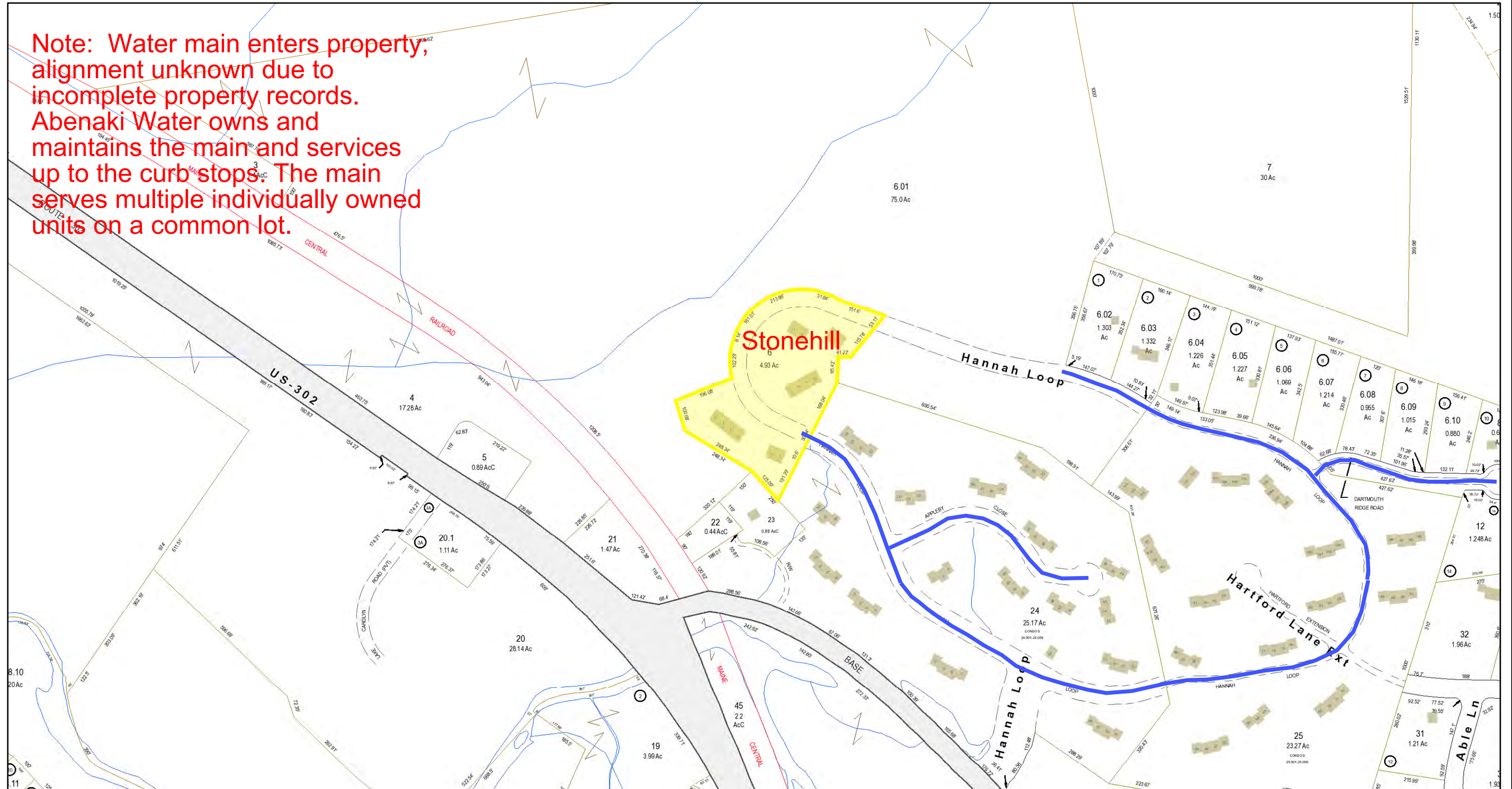
Carroll, NH

1 inch = 300 Feet

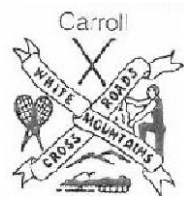


April 22, 2020

Note: Water main enters property, alignment unknown due to incomplete property records. Abenaki Water owns and maintains the main and services up to the curb stops. The main serves multiple individually owned units on a common lot.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



OMNI-1



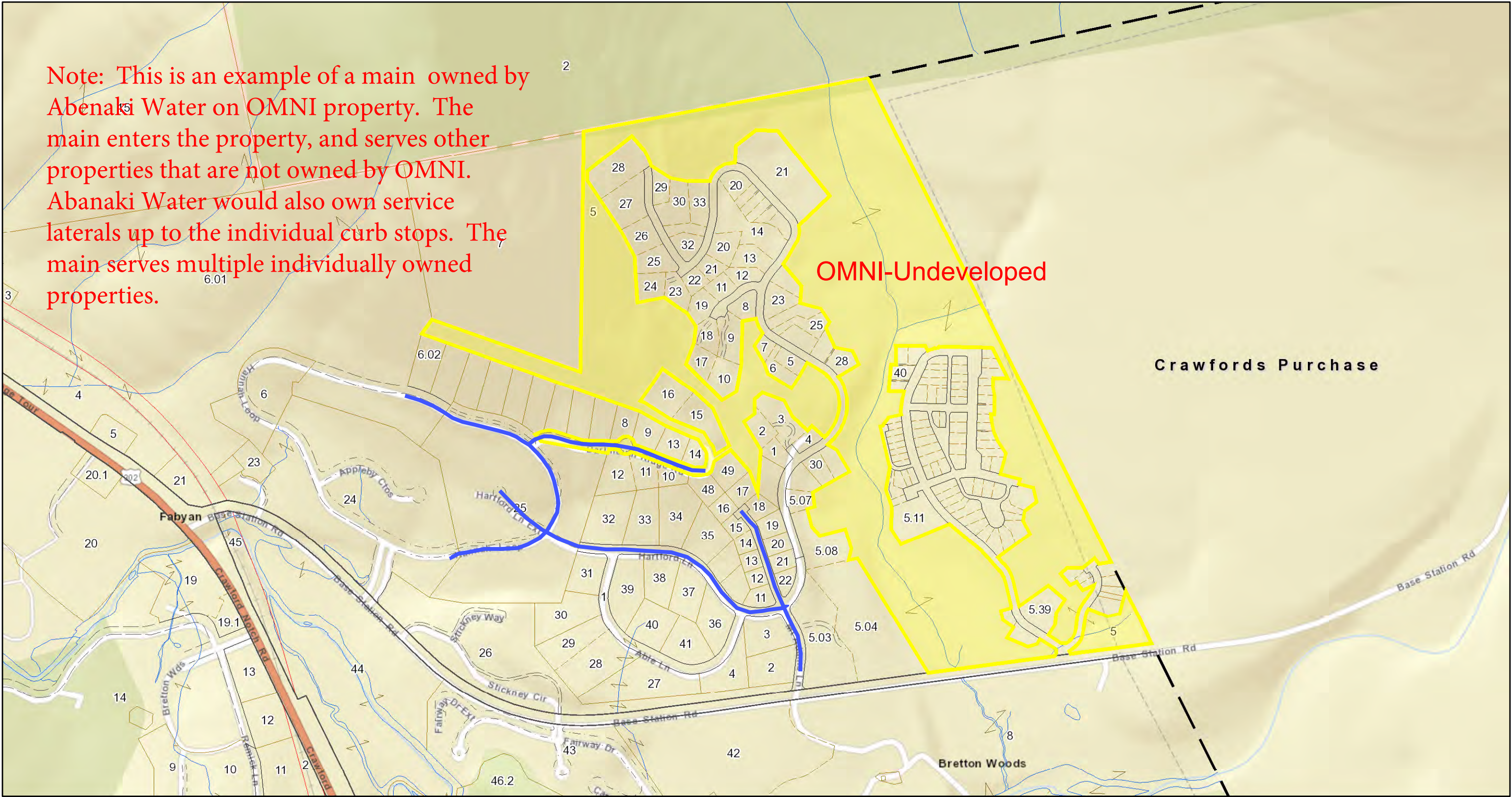
Carroll, NH

1 inch = 600 Feet

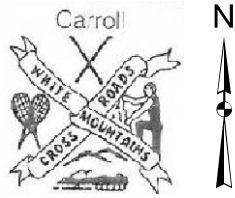


April 22, 2020

Note: This is an example of a main owned by Abenaki Water on OMNI property. The main enters the property, and serves other properties that are not owned by OMNI. Abanaki Water would also own service laterals up to the individual curb stops. The main serves multiple individually owned properties.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

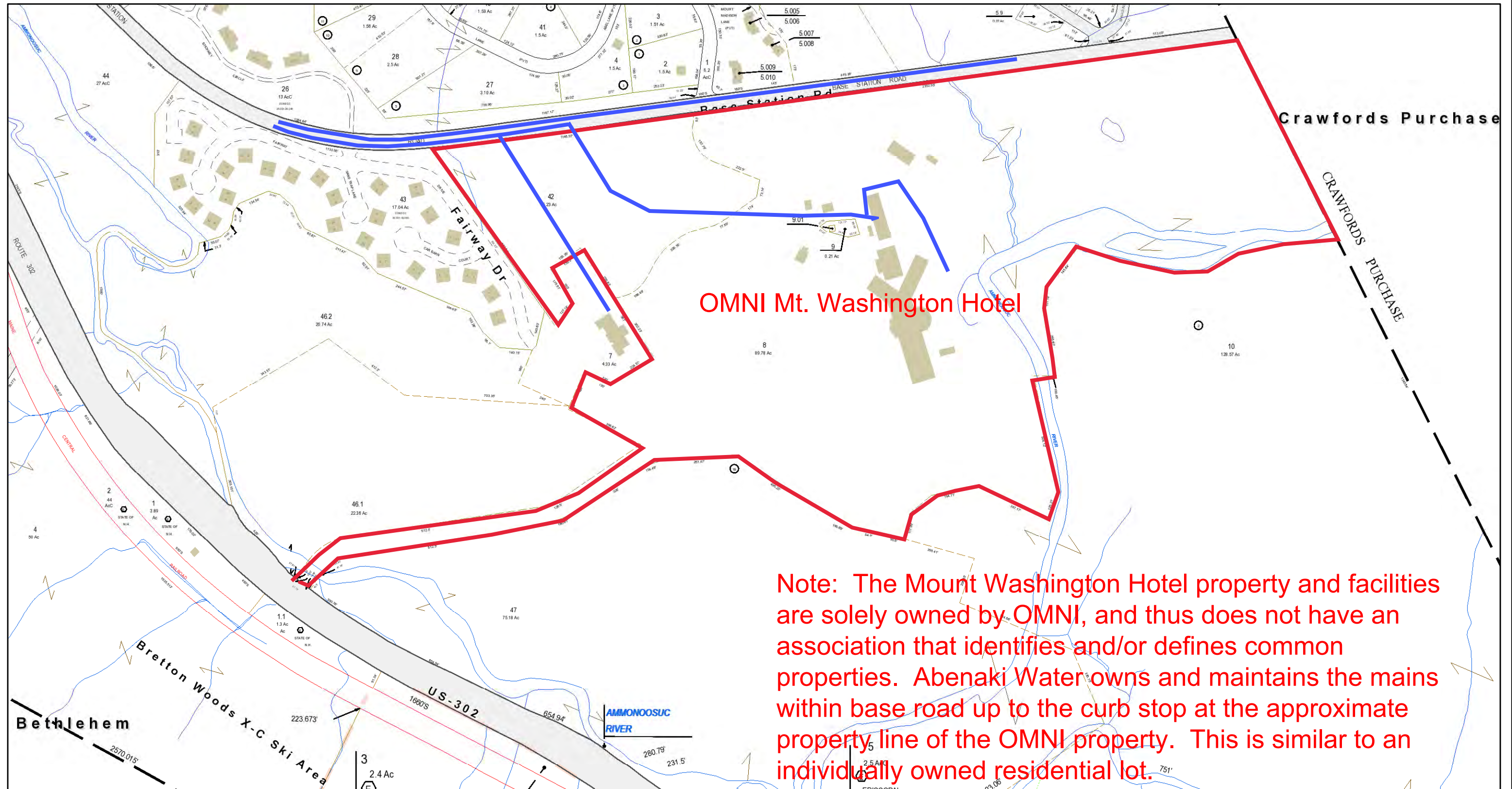


Carroll, NH

1 inch = 400 Feet



April 22, 2020



OMNI Mt. Washington Hotel

Note: The Mount Washington Hotel property and facilities are solely owned by OMNI, and thus does not have an association that identifies and/or defines common properties. Abenaki Water owns and maintains the mains within base road up to the curb stop at the approximate property line of the OMNI property. This is similar to an individually owned residential lot.

Abenaki Water Company: Rosebrook System Pressure Reduction Project



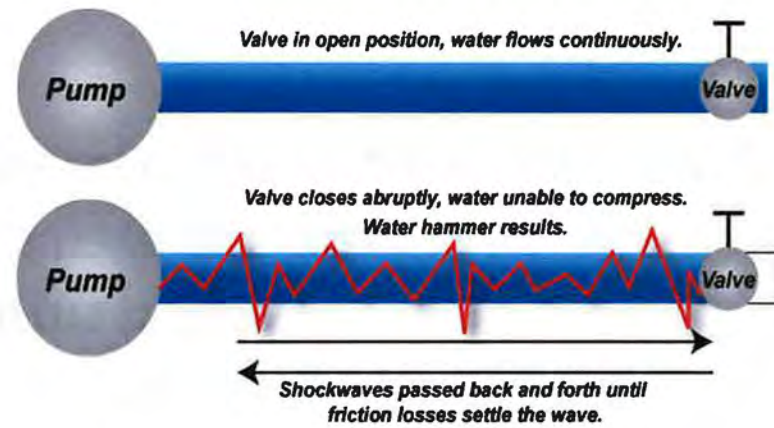
Pressure Issues

- Pressures are dangerously high as recognized by Abenaki, Twin Mountain FD and NHDES
- System maintenance is problematic because of dangerous conditions (valve exercising, flushing, flow testing, etc.)
- Excessive power consumption
- Potential for high water loss
- Pressures exceed building codes/state regulations of 80-100 psi
- Customers incur extra costs for pressure reducing valves (PRVs) and maintenance

Pressure Issues (Cont.)

- Genuine risk of catastrophic failure in the system (FX Lyons experienced a serious incident at pump station in 2011 resulting in TV coverage)
- Severe pressure surges/waves up to 250 psi have occurred in the past at the Omni Resort and Bretton Arms hotels
- Other significant failures/incidents have occurred
- Past non-renewal of insurance coverage due to significant damage claims in 2016

Water Hammer



Water Hammer

- Photo of a dramatic water hammer effect. This is a booster pump station that was destroyed by a pressure surge
- Water hammer is also responsible for pipeline failures



Goals

- Establish lower pressure gradients for the system
- Maintain high level of domestic service
- Improve system safety, reliability and operation
- Maintain adequate fire flows per ISO recommendations
- Reduce lost water (UAW)
- Reduce power consumption
- Upgrade the system and reduce operating and maintenance costs over time
- Improve monitoring and treatment process

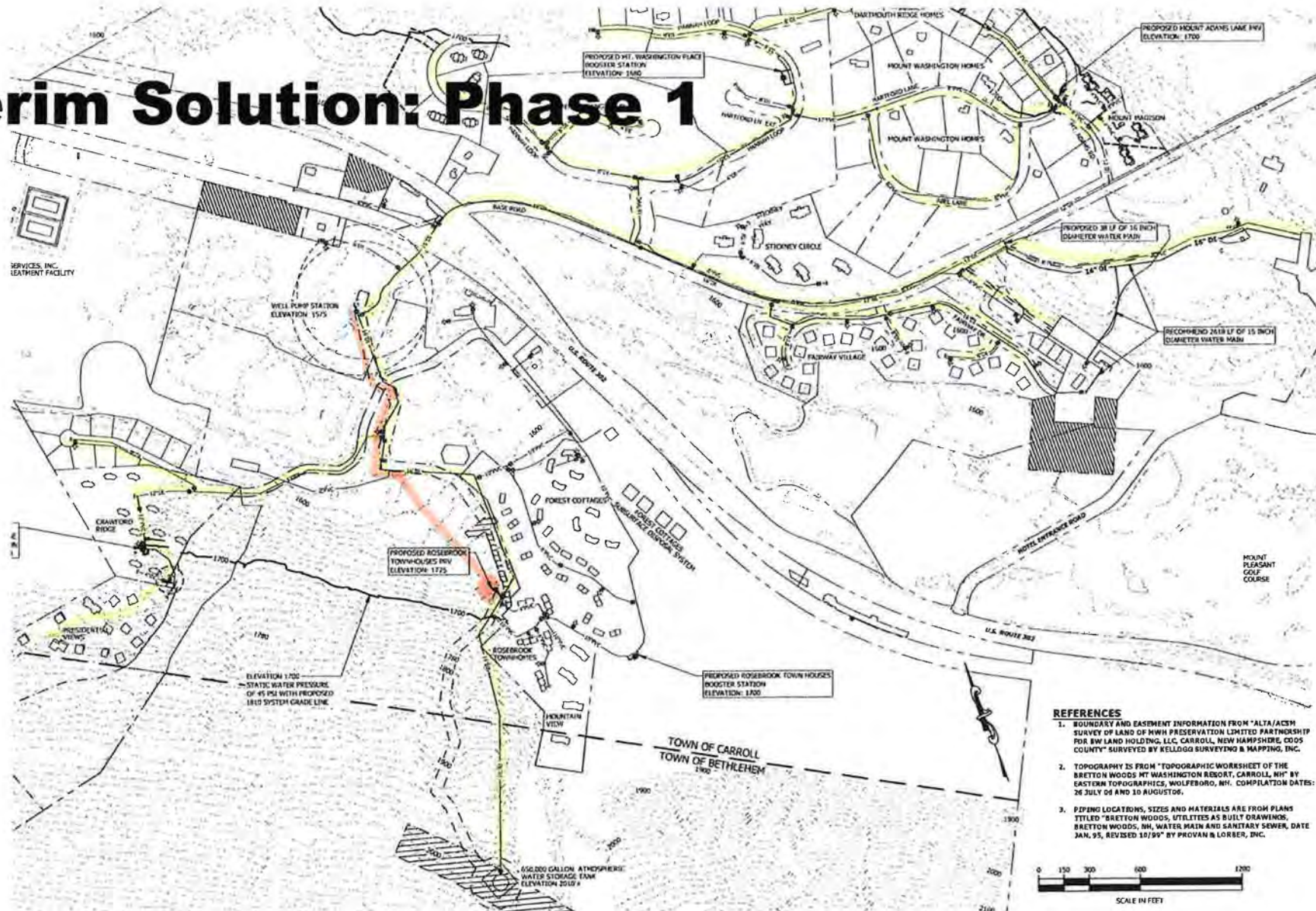
Pressure Reduction Project Cost and Phasing

- Total project cost approximately \$2.3 M
 - Construction and testing of three booster stations
 - Water main extensions new well pumps and motors
 - New water storage tank
- Phase 1: Reduce pressure at well # 1 and well #2
- Phase 2: Replace water storage tank
- Phase 3: Reduce overall system pressure to 100 psi max

Phase 1

- Phase 1 project cost approximately \$940,000
 - Reduce pressure at pump house (wells) to approximately 100 psi
 - Construct one new booster station (BPS)
 - Construct a direct transmission main from wells to new BPS
 - Maximum system pressure at OMNI and at low elevations will remain at 200 psi until next phases are implemented
 - All components installed in easements obtained from OMNI

Interim Solution: Phase 1



Benefits of Phase 1

- Postpone other improvements and associated costs while achieving the goal of reducing pressure at well
- Gets closer to final project outcome
- Phase 1 improvements can stand alone and integrate into overall project while becoming immediately used and useful.
- Immediate reduction in pump house pressure
- Reduced water hammer and high pressure concerns (at well but not in total system)
- No change in OMNI pressure or fire flow
- Allows for phased in costs (mitigate amount of rate increases)

Total Project Cost and Phasing

- Phase 1 - Interim system improvements \$940,000 (12 months). Reduction in well house pressure.
- Phase 2 – New water storage tank \$500,000 (year 2). This will replace the existing tank.
- Phase 3 – Construction of two booster stations and other system improvements \$900,000 (years 3 and 4). Lowers system pressure to 100 psi, max. Ensures adequate fire protection pressure and flows.

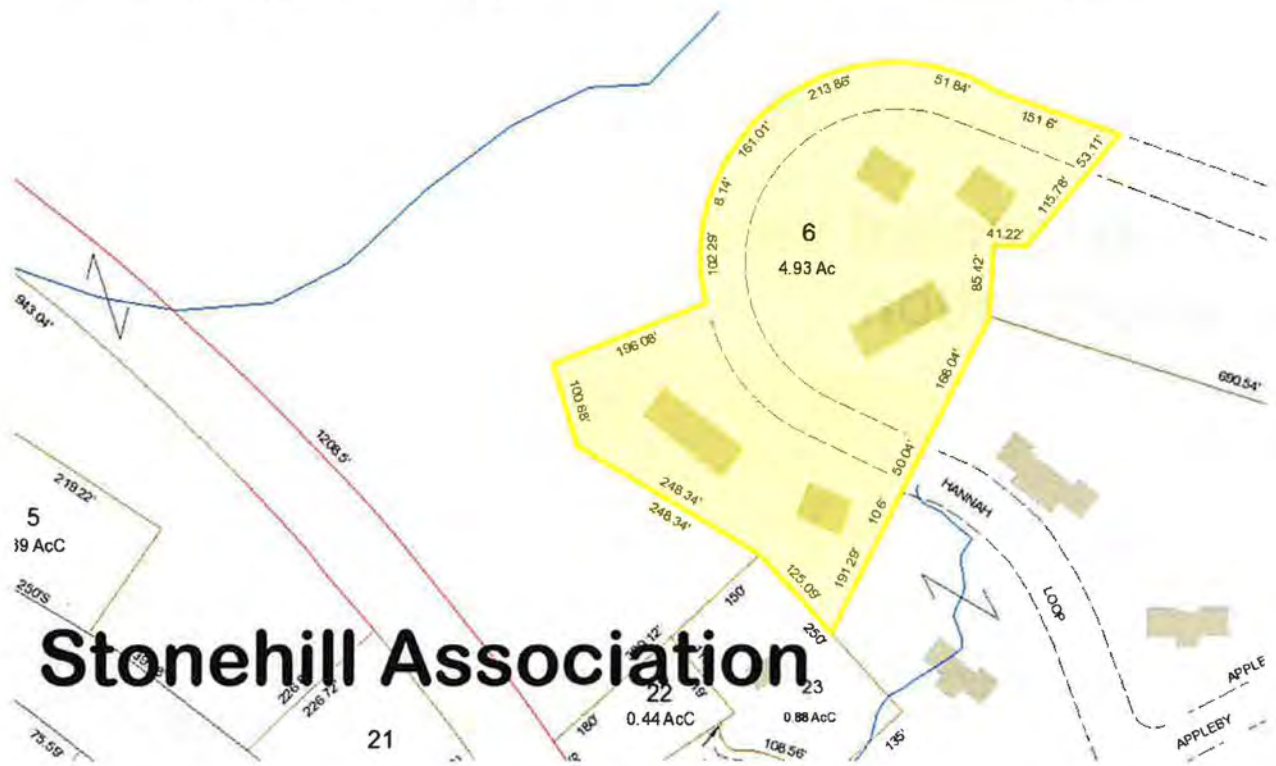
Phased Rate Increases

- Phase 1 Rate Increase 28%
- Phase 2 - TBD
- Phase 3 - TBD

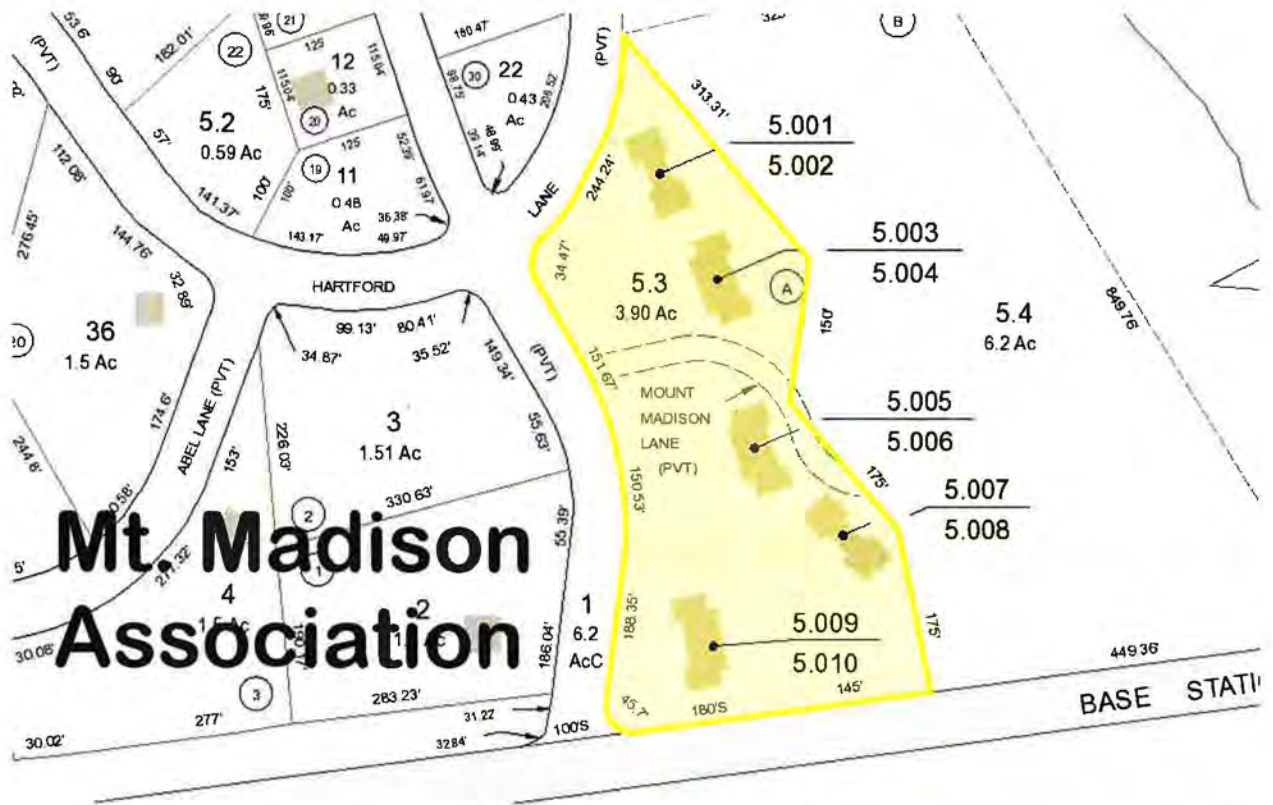
Next Steps – Phase 1

- Obtain easements
- Design Phase 1
- PUC approval
- Phase 1 improvements over 1 construction season

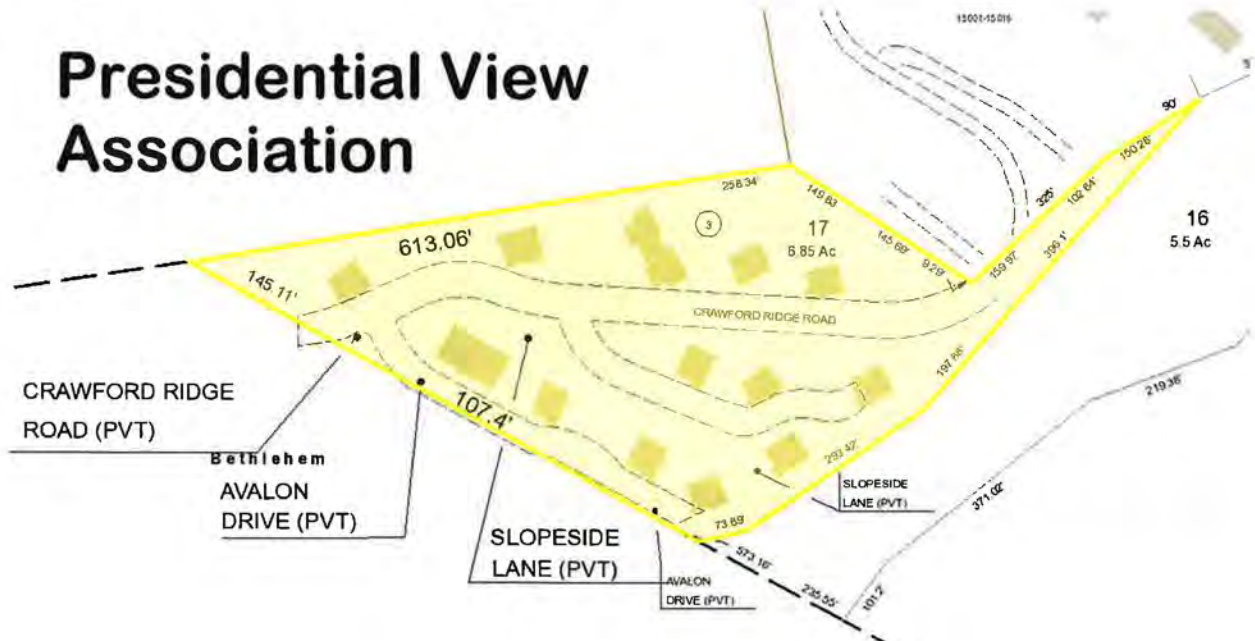
Attachment B – Common Areas Defined



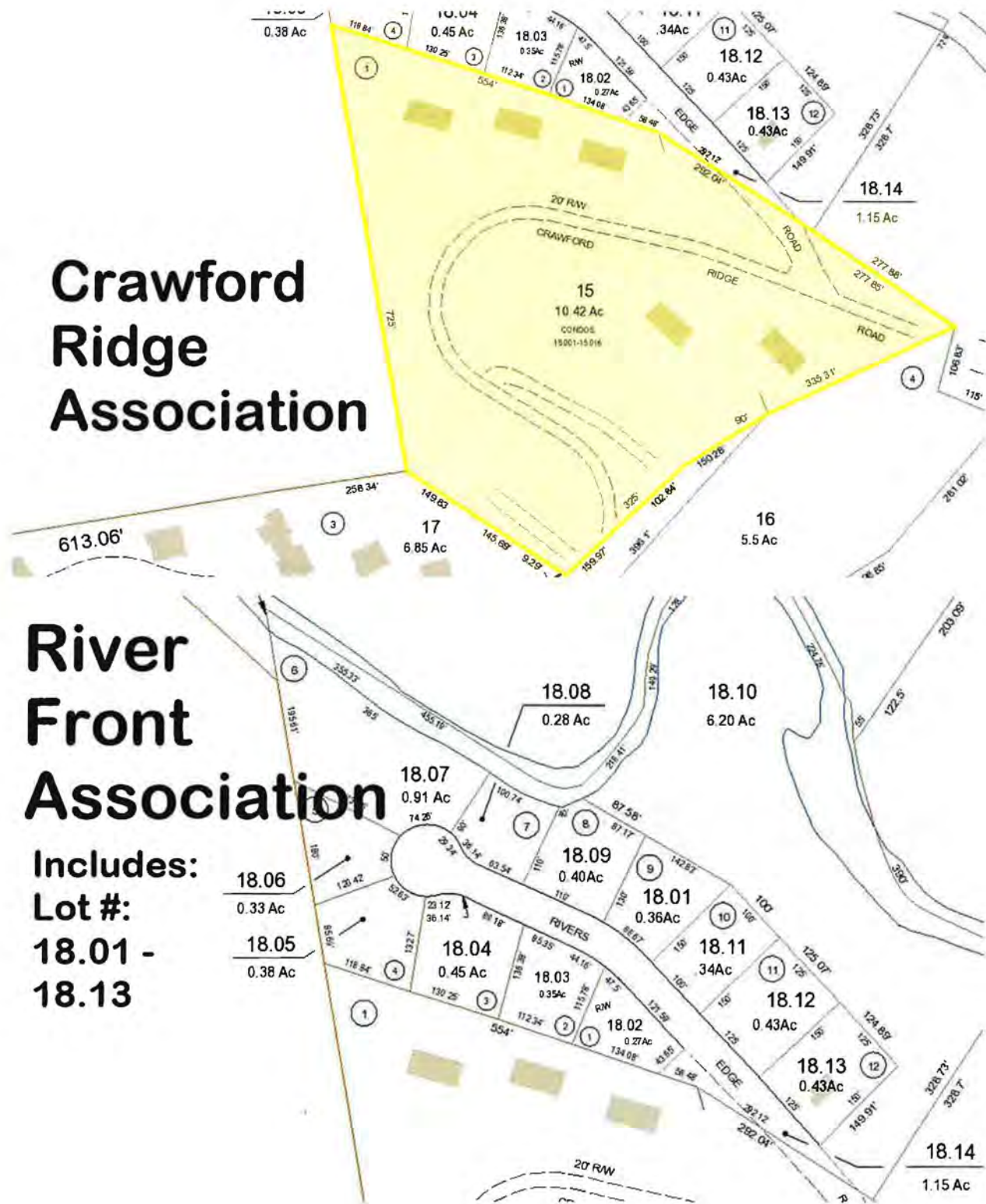
Attachment B – Common Areas Defined



Presidential View Association



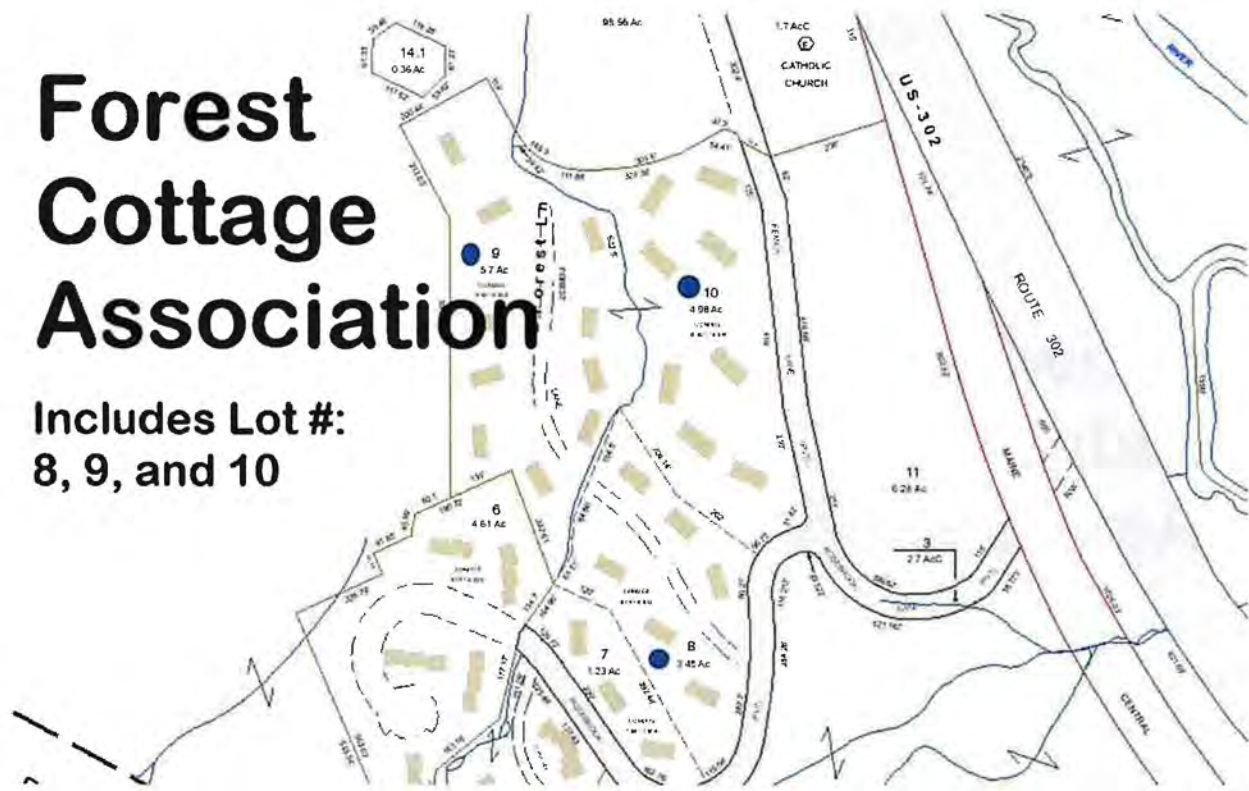
Attachment B – Common Areas Defined



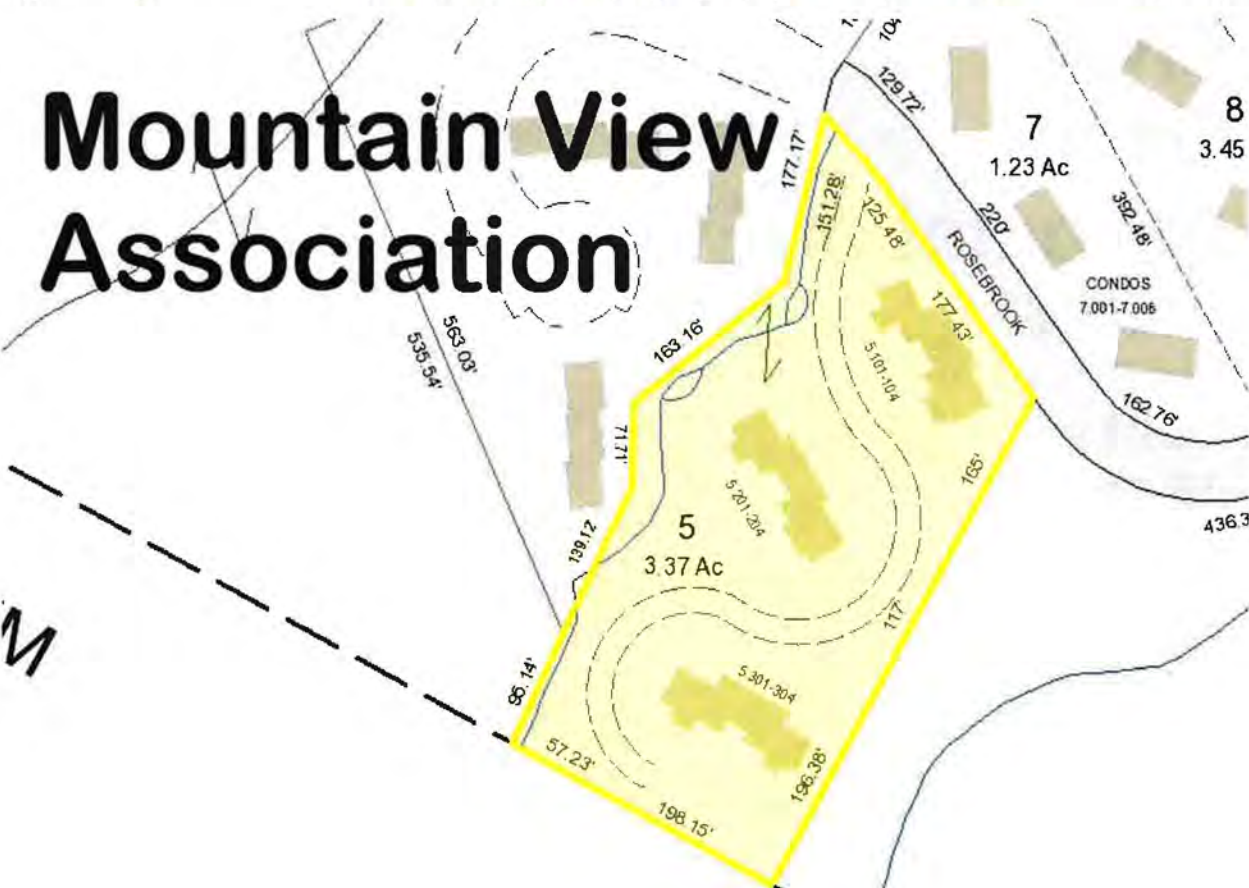
Attachment B – Common Areas Defined

Forest Cottage Association

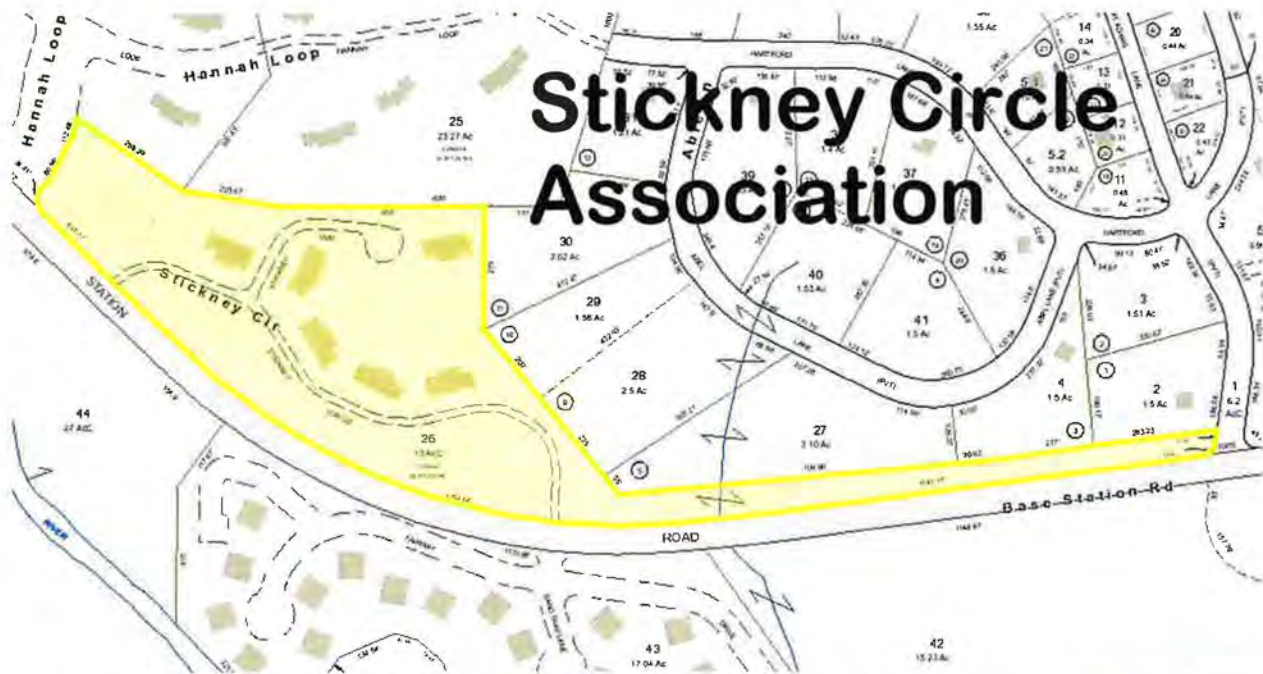
Includes Lot #:
8, 9, and 10



Mountain View Association

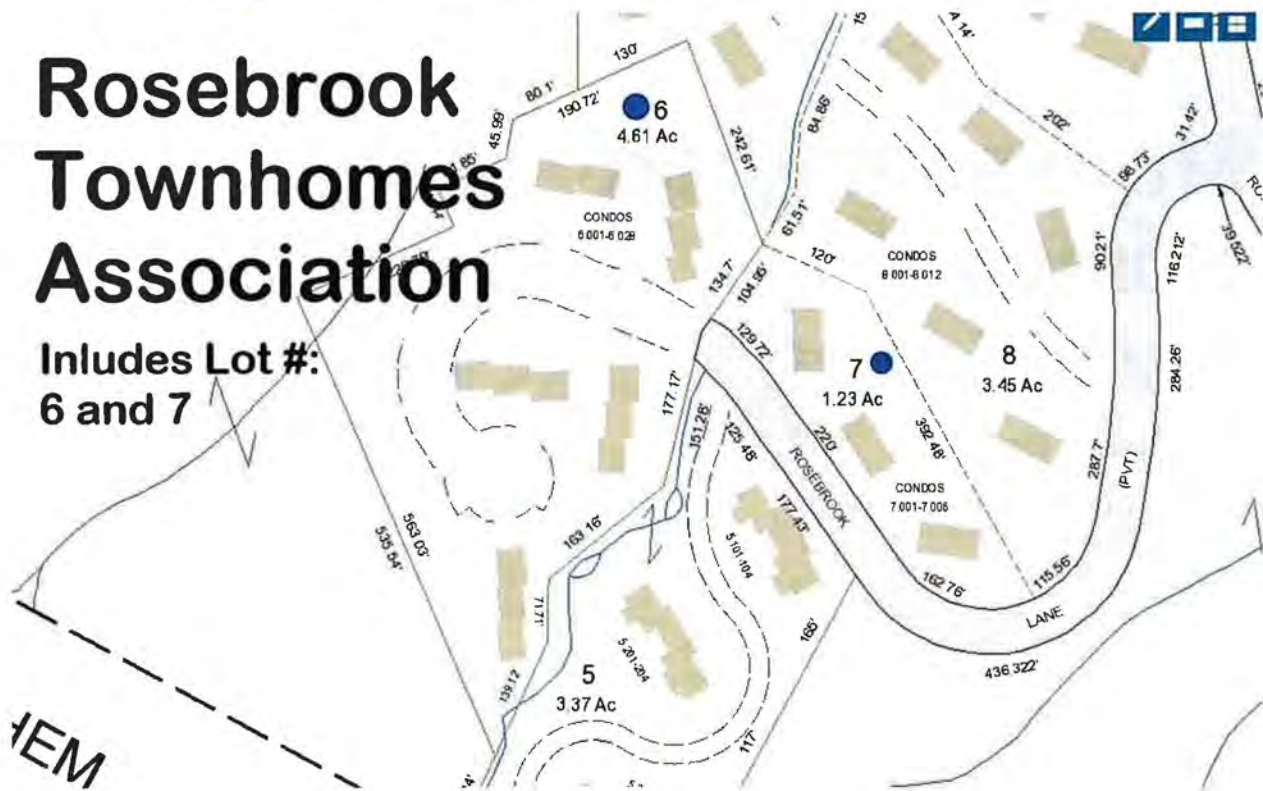


Attachment B – Common Areas Defined

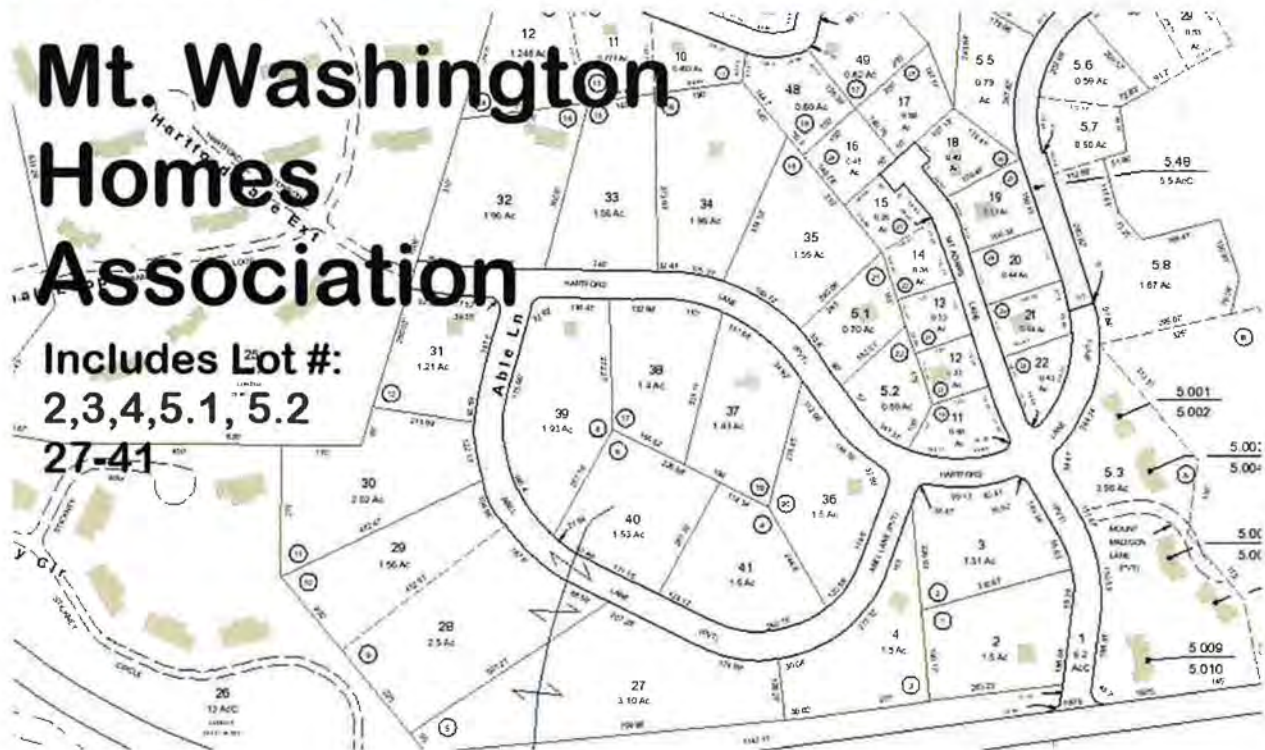


Rosebrook Townhomes Association

Includes Lot #:
6 and 7



Attachment B – Common Areas Defined



Attachment B – Common Areas Defined

