THE STATE OF NEW HAMPSHIRE

CARROLL, SS. SUPERIOR COURT APRIL TERM 1976

Property Owners Association
at Suissevale, Inc., et als

v.

Speculator Realty Corporation, et als

Equity #4574

AND

Joseph Cristini, et als

v.

Suissevale Lot Owners Trust, et als

Equity #4591

STIPULATION FOR SETTLEMENT BY CONSENT DECREE

The cases now pending in the Carroll County Superior Court against Suissevale, Inc., Speculator Realty Corporation, John P. Ryan, Bankers Credit Service, Inc., and the Trustees of Suissevale Lot Owners Trust (as they have served from time to time) shall be settled by the parties in the above-entitled actions, and the parties agree that following notice and opportunity for hearing, as set forth below, this Honorable Court may make the following decree:

1. It is found that the named individual plaintiffs in #4574 represent a class consisting of all owners, legal and equitable, present and past, of the subdivision described in the Bill in Equity (#4574) other than the named defendants, and as such, following notice of this consent decree and opportunity to be heard shall be bound by this decree as if they, and each of them, had been individually named parties to these proceedings. The defendant, Speculator Realty, will bear all costs and expenses of notification.

2. It is found that the named individual plaintiffs in #4591 represent a class consisting of all lot purchasers, present and past, of lots in the subdivision described in the Bill in Equity (#4591) who at any time have had lots under contract of sale in the legal ownership of the defendant trustees

or their predecessor trustees and as such, following notice of this consent decree and opportunity to be heard, shall be bound by this decree as if they, and each of them, had been individually named parties to these proceedings. The defendant, Speculator Realty, will bear all costs and expenses of notification.

3. It is found that the plaintiff, Property Owners Association at Suissevale, Inc. (hereinafter referred to as POASI) is the recognized representative of all present owners of property in the subdivision described in the Bill in Equity (#4574), other than the named developer defendants, and is recognized as the lot owners association to exercise the powers under the recorded covenants, except as said covenants may be modified by this decree.

4. It is found that Suissevale, Inc. and Speculator Realty Corporation, as its successors, have held and now hold legal title to the common facilities hereinafter delineated in paragraph 5, subject to a constructive and impressed trust for the benefit of individual lot owners who have purchased or shall in the future purchase lots in Sections I, II, III, IV and V of the Suissevale development as shown on the survey plans recorded at the Carroll County Registry of Deeds referred to hereafter.

5. The common facilities are further identified as follows:

A. The clubhouse, tennis courts, pool and park area bounded by Suissevale Avenue, Avenue Langdorf and Via ~~Bergof~~ BERGON as shown on a Plan of Suissevale, Section 4, May 1967, recorded in Plan Book 10, Page 83, Carroll County Registry of Deeds.

B. The ski slopes, together with the equipment thereon consisting of the ski tow, motor and related apparatus, encompassing the area extending from Avenue Langdorf to Avenue ~~Bergof~~ BERNDORF as shown on a Plan of Suissevale, Section 4, May 1967, recorded in Plan Book 10, Page 83, Carroll County Registry of Deeds.

C. The community beach and docking area being more specifically designated on Plan of Suissevale, Section Two, as amended through May 1967, and recorded in Plan Book 10, Page 40, and designated thereon as "parking area, family beach area, children's beach and play area, family beach area, recreation, water ski area, boat mooring and parking", and the approaches thereto, and any additional water front areas comprising Lots 2, 6 (old Lot 31) 7 and 8, Block ~~8~~ 5 as shown on said Plan of Suissevale, Section Two, recorded Plan Book 10, Page 40, as may be now owned by Speculator free of any rights or claims of others (except as specifically noted for release herein or under the ownership of POASI).

D. The outdoor pool, including the bath house and parking area and inclusive of the area designated "recreation area" on plan of Suissevale, Section One, recorded in Plan Book 10, Page 39.

E. The South Mall bounded by Via Sandorf West and Via Sandorf East as shown on a Plan of Suissevale, Section 5, May 1967, recorded in Plan Book 10, Page 43.

F. The Play Ground area (subject to the rights to use, maintain and repair well #4 and all access piping as set forth below) as shown on said Plan of Suissevale, Section Two, recorded in Plan Book 10, Page 40, and shown as a triangular parcel bounded by roadways known as Place Elysee, Place Bracco and Via Parke.

6. Speculator shall convey forthwith to POASI, its successors and assigns, a perpetual right and easement to use, in common with Speculator, its successors and assigns, for all purposes (including the right to install, repair and maintain utilities such as water, sewer, electricity and telephone lines) but subject to the right in Speculator to deed or otherwise transfer title and/or jurisdiction to the Town of Moultonboro and such restrictions as the Town of Moultonboro may on acceptance impose, all present and future roadways as presently platted or as platted in reformation pursuant to this decree in the subject subdivision. Any party undertaking excavation shall take all reasonable precautions not to unduly impede traffic and to proceed diligently and promptly to restore the premises to at least equal their former condition and appearance.

7. Speculator and Ryan shall promptly obtain from the New England Merchants National Bank a release of said Bank's mortgages on the common facilities listed in paragraph 5 above, as well as a release from said mortgages of the water system referred to hereafter in paragraph 11, and of the

roadways referred to in paragraph 6, and shall obtain a release of said Bank's mortgages on the following lots as conveyed by Suissevale Lot Owners Trust to B.C.S. Financial Corporation by deed dated August 14, 1970, recorded Book 472, Page 235:

Section I		Section II		Section III		Section IV	
Lot	Block	Lot	Block	Lot	Block	Lot	Block
14	A	7	FF	3	B	40	D
10	I	10	R	22	B	32	C
23	A	11	R	1	G	2	D
18	A	2	O	43	G		
21	A	16	N	11	B		
10	K	18	N	47	C		
30	D	7	B	15	A		
3	M	3	C	16	A		
		7	D				
		19	L				
		8	S				
		1	DD				
		1	N				
		12	K				
		1	EE				
		9	N				
		9	F				
		9	O				

Said defendants will also secure releases from the Bank's mortgages of the additional repossessed lots listed as follows:

Section I		Section II	
Lot	Block	Lot	Block
15	A	10	EE
9	D	12	H
10	D	13	H
14	D		
16	K		
28	N		
2	R		
3	R		
23	R		
24	R		

The releases of the above noted lots will be obtained after New England Merchants Bank has made such offer of redemption to prior contract vendees as it deems appropriate in light of the final approval of this settlement. Should any of the above specifically listed lots be conveyed to a contract vendee or otherwise be found encumbered or not appropriate for transfer because of conflicting claims release will be obtained on a lot of comparable 1 value, or, at the option of Speculator or its nominee, $1000.00 shall be substituted in lieu of the lot not released.

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8. Upon receipt and recording of the releases set forth in paragraph 7, POASI and the individual plaintiffs in both #4574 and #4591, for themselves and for all members of their respective classes, shall execute and deliver a general release of all claims against the New England Merchants National Bank specifically recognizing the Bank's lien as a holder of a valid first mortgage on all property standing in the name of Speculator Realty Corporation, other than specifically released above in paragraphs 5, 6 and 7 as well as the existing water system, including, without limitation, that property which the Bank sought to subject to foreclosure sale on May 17, 1973 (copy of notice for which is annexed hereto as Appendix A).

9. Speculator shall cause those lots listed in paragraph 7, or the money paid in lieu of release, to be conveyed forthwith to Sherman D. Horton and George W. Walker, Trustees, to be held by them for the following uses and purposes:

A. To convey to Speculator or its nominee, without cost to Speculator or its nominee (other than the cost of transfer) up to the number of twelve lots selected by Speculator or its nominee from those lots held in trust to be exchanged for lots previously sold from Suissevale Section V, recorded Plan Book 10, Page 43.

B. To hold the balance of the lots as security for the performance of Speculator's obligations as set forth herein.

C. Following performance of the orders to be performed by Speculator in paragraph 6 (conveyance of easement) and paragraph 7 (obtaining release of New England Merchants National Bank), above, Speculator or its nominee shall have the right to conveyance from the above-named trustees, lots selected by Speculator or its nominee, in return for any further expenditures made by Speculator or its nominee in satisfying the terms and conditions or performing the orders contained in this decree. Conveyance will be made on demand of Speculator or its nominee, following a reasonable period for confirmation of expenditure claimed. The Trustees shall convey one lot for each one thousand dollars ($1000.00) of

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expenditure. For a period of ninety (90) days following the effective date of this decree or of conveyance of any lot or lots to trustees, whichever is the later, POASI shall have the option to purchase from the Trustees any or all of the lots not reserved to satisfy the conveyance in A., above, for the sum of $1000.00 each and Trustees in the event of purchase under this option shall hold the purchase price in lieu of the lots for the purposes set forth in this paragraph. To permit POASI to fund the purchase of any said lot or lots under this option, Speculator shall provide financing either directly or indirectly on a 7 year level amortization at a rate of interest not greater than 12%, said financing to be secured by a first mortgage on the lot or lots purchased.

D. Speculator shall expend sufficient sums qualifying for lot acquisition credit to create rights to acquire at least one-quarter of the lots to be held by the Trustees on or before June 1, 1977 or within fourteen (14) months of the effective date of this decree, whichever is the later, and to create rights to acquire an additional one-quarter of said lots on or before June 1, 1978, or within twenty-six (26) months of the effective date of this decree, whichever is the later, and to create rights to acquire the balance of said lots on or before June 1, 1979, or within thirty-eight (38) months of the effective date of this decree, whichever is the later, by improvements to be accomplished in the following order of priority:

I. Pay the balance presently due, with accrued interest, on mortgage loan secured by mortgage from Kattar to the Concord Savings Bank dated October 29, 1964, and recorded in Book 384, Page 280 of the Carroll County Registry of Deeds (said payment in no event to be made later than September 30, 1976, or within three months of the effective date of this decree whichever is later);

II. The repair and paving of:

a) Avenue Suissevale leading from the clubhouse to the beach area on Lake Winnipesaukee.

b) Avenue Langdorf leading from the clubhouse to Via Sandorf.

c) Via Sandorf leading from the South Mall to Avenue Berndorf.

d) Other roads (which need not be paved unless excessive grades are involved) exclusive of internal roads in Section V.

III. Renovation of outdoor pool and bath house in "recreation area" in Section One.

IV. Renovation of docks.

V. Upon the failure of Speculator to perform the improvements as provided herein and within the time provided, POASI shall have the right to make improvements to the facilities enumerated above and receive reimbursement by conveyance of lots from the Trustees as herein provided, and upon the same terms as applicable to Speculator.

10. The record legal title to the common facilities described in paragraph 5 above shall be conveyed by Speculator to POASI on POASI's demand by deed without covenants subject to any and all liens and encumbrances and any and all rights to common usage. Speculator shall pay or cause to be paid all real estate taxes billed or accrued through 1975 remaining unpaid and applicable to the common facilities as herein defined and to include such taxes on those lots enumerated in paragraph 7 to be conveyed to the Trustees. POASI shall permit use of all common facilities by Speculator or its nominee for the purposes of sale, entertainment of prospective buyers and other business material to the development. POASI will provide, without cost to Speculator or its nominee, a sales office in the club house, so-called, of sufficient size and location to conduct a reasonable sales effort, and will permit the posting in the said club house and elsewhere on the common facilities of sales advertising and descriptive material. For the repair and rehabilitation

of the common facilities Speculator shall make available to POASI a loan, secured by a first lien on all the said common facilities of up to Fifty Thousand Dollars ($50,000.00) at a rate of interest 2% over the prime rate in effect from time to time at the First National Bank of Boston to be amortized over a period of 10 years in equal monthly installments of principal and interest. Said loan shall be further conditioned upon evidence of full corporate ability, authority and power in POASI to incur the obligation reflected by the loan and grant the security aforesaid and the execution and delivery of a construction loan agreement with reasonable terms to assure that any advances are, in fact, used for repair and rehabilitation of the common facilities.

11. Record title to the present water system, including reserved easements in perpetuity to maintain existing wells, pumps and storage tanks and to improve the same, with reasonable access thereto, shall remain in Speculator, which shall have the following options:

I. To form or convey said water system to a separate corporation structured to qualify as a village water precinct under RSA 52, to serve the previously referred to 5 sections of the Suissevale development or such portion thereof currently served by the existing service.

II. To form or convey said water system to a separate corporation to operate said water system as a public utility.

III. All such options, however, shall be subject to the following conditions:

A. The owning and operating entity under Option II shall be deemed a public utility under RSA 362:4 and subject to regulation by the New Hampshire Public Utilities Commission.

B. In filing and obtaining approval of Tariff charges, no claim or credit shall be made for the cost or value of the existing capital items of the water system such as the wells and land located thereon, the reservoir, tanks, pumps, piping and related accessories, except insofar as they are repaired or replaced and then

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limited to the cost of repair or replacement.

C. No additional charges will be made against existing consumers on the present system except for a fair share of the current operating costs including repair and replacement. In any event, such costs to existing consumers shall exclude the capital costs of extending the water system beyond its present capacity or geographical location or into areas of the development not presently serviced by existing water lines.

D. Initial hook-up charges to new consumers shall be determined by rates set by the P.U.C. upon notice to the consumers and opportunity to be heard as provided by law.

E. The water system shall comply in all respects to such requirements as may be imposed by the N.H. Water Supply and Pollution Control Commission.

F. The existing water system shall be operated on a continuous year-round basis by Speculator or the succeeding operating entity so as to furnish adequate water at all times to the existing consumers.

IV. Upon the failure of Speculator to exercise either option referred to in paragraph I and II herein, within two years from the effective date of this decree, the water system and all improvements thereto shall revert to and become the property of POASI which shall then operate or cause to be operated the system in accordance with subparagraph III, A through F.

V. POASI shall retain the right to enforce collection of past due accounts accrued by consumers of water during POASI's interim operation of the water system, under the recorded covenants, including the right to terminate water service during such period as POASI may be in operation of the water system in the future, but not thereafter, and to exclude such debtors from participating in or using the common facilities while such debts remain unpaid.

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VI. POASI shall continue in future possession and control of the present water system, so as to ensure uninterrupted water service to non-delinquent consumers, up until either a village water district under paragraph 11 I, or a separate corporation qualifying as a public utility under paragraph 11 II, is formed and adequately funded, equipped and qualified to take over the operation of said water system. At such time the water system shall be turned over to the said new operating agency and all responsibility of POASI for the water system shall terminate.

If any emergency shut down of water services occurs in the future, after transfer of operation from POASI, and if there is then no other effective action taken to restore service, POASI shall have the right for such interim period only to take such action as is necessary to promptly restore water services. Should the new operating entity cease effective water service operations for a consecutive period of 90 days, or otherwise become defunct or go out of business, said water system shall thereupon revert to and become the property of POASI which shall then operate or cause to be operated the system in accordance with subparagraph III, A through F.

12. The parties are to act in a commercially reasonable manner at all times and to facilitate this purpose the Trustees are vested, in their joint discretion, to undertake such action as may be necessary or desirable to carry out these purposes in reference to the lots held by them,including the right to sell and convey the same upon the default of any party thereto and to apply the sale proceeds to the improvement of common facilities as provided herein. (No purchaser shall be bound to see to the application of the sale proceeds, however.)

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13. POASI shall retain and exercise all those lien rights and powers under said recorded covenants and restrictions as shall apply to both existing and new community facilities, if any, as may be in the future constructed in said Suissevale development except as paragraph 15 hereafter may be applicable.

14. Except as to those covenants running with the land and not modified or otherwise provided for in this Stipulation, neither POASI nor Speculator shall be bound to further undertake or perform the contractual obligations at any time previously undertaken by contract, deed, recorded covenants, or otherwise by Suissevale Incorporated, its predecessors or representatives. It is expressly recognized that all future charges by POASI will be determined by its Directors on a self-sustaining, equally-participating, non-profit basis, with adequate provision for growth and replacement, except for such facilities as boat dockage or moorings which will have to be handled separately, because of physical limitations, on a first-come-first-served basis. It is specifically recognized that the time provisions of paragraph 16 and paragraph 17 of said recorded covenants dated September 12, 1966, (or similar provisions in individual sales agreements) have expired and become of no effect as to all lots, sold or unsold, and that all charges for water shall henceforth be approved by the New Hampshire Public Utilities Commission.

15. With respect to Section V, it is agreed that Speculator or its nominee shall have the right to modify the recorded covenants and restrictions to the extent necessary to permit the construction and maintenance of town-houses, condominiums and multi-family dwellings, in accordance with the statutes and regulations of the State of New Hampshire. No business or commercial use shall be permitted in Section V except offices for the sale and management of lots or of such townhouses or condominiums. In conjunction with the development of said Section V, Speculator or its nominee shall have the right to construct and maintain common facilities beyond those described in paragraph 5, but only within the geographical confines of said Section V and to limit the use of these facilities to a group or groups designated by Speculator or its nominee.

16. Speculator, or its nominee, shall have the right to and shall assign and transfer to each individual purchaser of a lot or unit in Section V (or to purchasers of lots elsewhere in Sections I, II, III and IV of Suissevale) the right to use the common facilities transferred hereunder to POASI, and Speculator, or its nominee, shall specifically provide by contract or deed that each purchaser shall become a member of POASI with all the privileges therein and subject to the same charges as the general membership for the use of said common facilities.

17. Speculator shall record a release of all "mineral rights" it may hold heretofore reserved in its deeds or that of its predecessors or the Trustees of Suissevale Lot Owners Trust.

18. POASI shall have a default judgment against Suissevale, Incorporated in the amount of $200,000.00 but any execution thereunder shall not extend to any property or assets previously conveyed or transferred, prior to the date of the attachment in these actions, by Suissevale, Incorporated (except that said judgment lien shall extend to the common facilities enumerated herein, and the water system except to the extent provided by this decree), or to the extent of those outstanding liens created in favor of New England Merchants National Bank, said transfers and liens being hereby confirmed against the plaintiffs in both #4574 and #4591, with the exception of any assets on which the Bank's liens are to be released pursuant to this Stipulation.

19. The named individual and corporate plaintiffs for themselves and for all members of their class as defined herein and the named defendants, John P. Ryan, Speculator Realty Corporation, Bankers Credit Service, Inc. and Trustees of the Suissevale Lot Owners Trust, now and former, shall exchange mutual general releases as to any matters not otherwise specifically provided for herein. The named defendants, John P. Ryan, Speculator Realty Corporation, Bankers Credit Service, Inc. and the Trustees of the Suissevale Lot Owners Trust, now or former, are otherwise decreed free of ~~a~~ liability for causes asserted by the plaintiffs in the matters subject of this decree, and the obligations set forth herein, to the limits herein stated, are decreed to be the only liabilities of the parties as between themselves, arising out of the Suissevale development.

20. POASI shall, as soon as practicable, hold new general elections of directors and officers, open to all individual purchasers of lots whether under installment sale contracts or holders of executed deeds, in good standing.

21. The present Trustees of Suissevale Lot Owners Trust shall forthwith cause to be executed and recorded at the Registry of Deeds for Carroll County individual deeds to each purchaser under an installment contract who is not in default and who has not already received a deed and if there is any unpaid balance still due on the contract, the purchaser shall execute and deliver a note for said balance with interest as provided in the sale contract secured by a mortgage deed, all running to Speculator or its nominee. Speculator shall, on recording, cause said lots to be released from the blanket mortgages of New England Merchants National Bank and Franklin Savings Bank. The recording charges and reasonable cost of preparation of the deed, note and mortgage, including revenue stamps, shall be borne by the purchaser. Until all said conveyances are made, the Suissevale Lot Owners Trustees shall take no further action with respect to the lots held in trust except by further order of the Court or under the following circumstances:

> Should an existing contract, for the purchase of a lot go into default after the effective date of this decree and should the New England Merchants National Bank, its successors or assigns, have no remaining claim on said contract or on the lot subject of the sale, the lot or lots subject of said contract shall be conveyed to Horton and Walker, Trustees, to be held and administered according to the trust provisions of this Stipulation, subject to any rights remaining in the defaulting purchaser.

22. The Court shall retain continuing jurisdiction of the subject matter of this case and the parties thereto for the purpose of enforcing compliance with the provisions of this Stipulation and for the additional purpose of reforming, after notice and hearing, such plans or instruments as may be recorded at the Carroll County Registry of Deeds and are inconsistent with the

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provisions hereof or may otherwise be requested by the parties or one of them for purposes of replatting or changing the use pattern of the subdivision, including Section V for which limited use change is authorized under paragraph 15, above, or perfecting or clarifying title or otherwise for the benefit of proper development. Any notice to the plaintiffs hereafter given shall be given to POASI and shall be notice to all parties plaintiff including all members of the class as herein defined.

23. All parties shall expeditiously cause to be executed all documents required hereunder and upon failure to execute the same within 30 days of notice by the requesting party, the Clerk of the Carroll County Superior Court shall execute the same as the agent of said party. Each party hereby constitutes and appoints the Clerk as their duly authorized agent to execute said documents in their names and stead.

24. Speculator shall have the right to assign to a nominee any or all of its rights hereunder, subject to the nominee becoming bound to the obligations set forth herein, but shall not thereby be discharged of said obligations.

25. This Stipulation shall be binding upon the parties, their heirs, successors and assigns and upon the members of the class represented by them. This Stipulation shall have the force and effect of a decree of the Court upon its being approved by the Court.

IN WITNESS WHEREOF and for the purpose of binding themselves hereto, the parties subscribe their signatures and seals this 23rd day of June 1976.

Property Owners Association at Suissevale, Inc.

by H. William Geick
H. William Geick, President

H. William Geick	Rose M. Demeo, Executrix
Marvin H. Spiegel	Estate of Frank H. Demeo
David A. Somers	Archie W. Howell
Bernie T. Woodrow	Shirley F. Howell
Joseph Cristini	Rene D. Daniels
Maria P. Cristini	Helen S. Daniels
Elda Cristini	Edward P. Guertin

Mario Bavaro	Adelaide A. Guertin
Silvana Bavaro	William H. McDonald
Steven E. Tufts	Dorothea J. McDonald
Diane J. Tufts	Helen Actis
James A. Dunham	Eda DiMascio
Lorna E. Dunham	Samson H. Smith
	Veronica A. Smith

By COOPER, HALL & WALKER, Their Attorneys

by George W. Walker
George W. Walker

Speculator Realty Corporation

By Paul Boardway
Paul Boardway, President

John P. Ryan
John P. Ryan, Individually

Bankers Credit Service, Inc.
Trustees, Suissevale Lot Owners Trust, by
Ralph Paciolla and Jack Woodcock

By SULLIVAN, GREGG and HORTON, Their Attorneys

by
Sherman D. Horton, Jr.

THE STATE OF NEW HAMPSHIRE
Carroll County Superior Court
A True Copy, Attest:

Clerk 5/14/?

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