



RAGGED MOUNTAIN

**Cluster Residential Development
Updated Master Plan (2023)**

Introduction

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Introduction

HISTORY AND EXISTING CONDITIONS

SRK Holdings, LLC¹ and RM Devco, Inc.² are the owners and developers of Ragged Mountain Resort (the “Resort”), an operational ski area on private land in the Town of Danbury, New Hampshire. The first ski trails were cut in the 1960’s. Over the past sixty years, Ragged Mountain has grown into a unique asset for Danbury, providing not only recreational facilities but also employment and tax revenues for the town. However, due to poor planning, maintenance, and a lack of stewardship, the mountain struggled to compete with other recreation areas in the region and was heading into bankruptcy by the end of the 2006-2007 season. The current owners purchased the Resort in May of 2007.

On April 7, 2009, the Danbury Planning Board approved a Cluster Residential Development Master Plan for the Resort property. The Master Plan consists of multiple plans, diagrams, illustrations, forms, guidelines, studies, reports and analyses with respect to the future development of the Resort property, collected and presented in several tabs (A through W) and appendices. The Master Plan has since been amended and modified on several occasions.³

At the time of the initial approval of the Master Plan, the Resort property consisted of over 2,000 acres, primarily in Danbury, but with some property in Andover and Hill. The initially approved Master Plan was intended to describe, conceptually and subject to change, a residential community based around the existing recreational facilities with a maximum density of 890 residential units, complying with the “Cluster Residential Development” provisions in the Town’s Zoning Ordinance, which aims to “provide a more efficient use of land in harmony with natural characteristics.”

Despite many challenges presented over the approximately fourteen (14) years since the Master Plan’s initial approval (including a significant economic recession in 2009 with lasting effects well into the 2010s, a worldwide pandemic between 2020 and 2023 with ongoing effects, and the impact of climate change on a cold weather-dependent industry), several substantial aspects of the initially approved Master Plan have been completed. This includes improvements to the skier experience: replacement of a major ski lift, substantial improvements to the Resort’s snowmaking and grooming capabilities, improvements to on-mountain terrain, major renovations of the lodges and facilities, and expansion of on-site parking.

¹ Formerly known as Ragged Mountain Pacific, LLC, formerly known as RMR Pacific, LLC.

² Formerly known as Ragged Mountain Resort Development, Inc.

³ Amendments were approved by the Planning Board on November 24, 2009, February 26, 2013, January 14, 2014, and January 24, 2017. As amended, the Master Plan is sometimes referred to herein as the “initially approved Master Plan,” the “previously approved Master Plan,” the “original Master Plan,” or other words to the same effect.

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The developer also has made some gains toward the residential development contemplated in the initially approved Master Plan. It has successfully sold three (3) detached units in Cardigan Cabins Condominium, which are part of an active and well-performing rental housing program, and eleven (11) building lots on Wiggin, Dunlap and New Canada Roads).⁴

In total, the developer has invested well over \$30,000,000 in recreational and residential studies and improvements since the purchase of the Resort.

Furthermore, the developer has taken substantial steps towards its goal of permanently protecting open space, preserving the natural environment, and improving outdoor recreational opportunities. By conveyance to the N.H. Department of Fish and Game in 2012, over 100 acres were permanently set aside as common open space in support of wildlife habitat and for public enjoyment and, in 2022, the Resort entered into an agreement with Fish & Game to facilitate access over portions of the former golf course property to improve important wildlife management activities on the adjacent land. The developer additionally conveyed over 60 acres of the original Resort property in Hill to help facilitate the expansion of conservation land managed by the Society for the Protection of New Hampshire Forests.⁵ Access to trails for hiking, cross-country biking and other recreational uses has been improved (including, in 2019, formalizing a trail easement with the Sunapee-Ragged-Kearsarge Greenway Coalition to permanently ensure recreational access over the Resort property), all in keeping with the developer's key mission to ensure the sustainability of the property for future generations through good stewardship practices.

To improve profitability, the Resort closed an ill-designed, ill-maintained, and underperforming golf course. Other recreational improvements contemplated in the 2013 amendments to the Master Plan have not come to fruition, and replacement of Meetinghouse Lodge with several yurts (approved in 2014) proved unfeasible and was abandoned. Nor has the Resort been able to complete construction of any broad-scale residential development, due to several factors, not the least of which is the prohibitive cost of installing large community water and sewer systems, excessive construction costs, and supply-chain limitations.

Through these efforts, the Resort continues to boast a stable and loyal skier base and is growing as an off-season event venue. Operations are supported by an active, albeit modest, rental housing program, and a dedicated team of full- and part-time employees. In addition to the recreational opportunities and employment benefits provided by the Resort, Ragged Mountain remains a significant contributor to the Town's tax base, economic vitality, and overall well-being.

⁴ The eleven (11) lots were done as conventional subdivisions, were removed from the cluster residential development, and are not subject to this Updated Master Plan.

⁵ This land was removed from the cluster residential development and is not subject to this updated Master Plan.

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MASTER PLAN UPDATE

At the request of the Danbury Planning Board, the developers desire to update the Master Plan to more accurately depict the existing conditions, describe the anticipated improvements over the next five (5) to fifteen (15) years, and set forth realistic goals and objectives for further development at the Resort. As with the original Master Plan, the contents of this updated Master Plan are conceptual in nature and subject to refinement and evolution as specific plans for individual phases are developed.

This updated Master Plan shall consist of this Introduction, together with the following:

- Future Improvements and Phasing Plan (Tab 1)
- Open Space Plan and Dwelling Unit Density (Tab 2)
- Natural Resources Management Strategy (Tab 3)
- Community Governance Documents (Tab 4)

Tab 1 of this updated Master Plan amends, modifies, supersedes and replaces Tabs A, B, C, D, F, G, H, I, N, U of the previously approved Master Plan (as well as the 2013 amendments to the Master Plan) in their entirety. Tabs 2, 3 and 4 of this updated Master Plan amend, modify, supersede and replace Tabs E, M and S of the previously approved Master Plan, respectively, in their entirety. All other aspects of the original Master Plan (including Tabs J, K, L, O, P, Q, R, T, V and W) shall be incorporated into this updated Master Plan to the extent not inconsistent herewith.

The Development Agreement between the developers and the Town, as amended through June 13, 2018 (and subsequently affected by Consents and Releases from the Town through October 29, 2020) will be amended and modified to reflect this updated Master Plan.



RAGGED MOUNTAIN

Cluster Residential Development Updated Master Plan (2023)

Tab 1 Future Improvements and Phasing Plan

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Future Improvements and Phasing Plan

OVERVIEW

The proposed project at Ragged Mountain will be developed in phases, with the plans for each phase guided by a set of planning principles that seeks to ensure the preservation of the natural systems and recreational amenities that make this site unique:

- Improvements shall respect the area’s natural and social resources.
- Roads and buildings shall be sensitively located on the land to minimize grading and impacts to natural system.
- Development will be in proximity to the existing recreational improvements on the site.
- Architecture will reflect a New England vernacular.
- Sustainable measures will be incorporated into many aspects of the project.
- Natural resources will be properly managed in accordance with State and Federal regulations.

LAND SUBJECT TO UPDATED MASTER PLAN

The property comprising the cluster residential development and subject to this updated Master Plan is shown on the attached plan entitled “Cluster Residential Development of Land of SRK Holdings, LLC, RM Devco, Inc. and Others – Existing Property Holdings Exhibit,” dated March 10, 2023 and prepared by Horizons Engineering. The property consists of approximately 1,876.34 total acres of land with existing buildings and other improvements thereon, as more particularly described in the following table:

**RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT –
UPDATED MASTER PLAN (2023)**

Future Improvements and Phasing Plan

Cluster Residential Development Property			
Danbury Tax Parcel	Area (acres)	Owner	Present and Potential Future Uses
416-061-001	471.58	SRK Holdings, LLC	Ski terrain, snowmaking, open space, recreational trails
416-061-004	2.89	SRK Holdings, LLC	Spear lift
416-060-007	604.99	SRK Holdings, LLC	Ski terrain (including potential expansion to Pinnacle Peak), open space, recreational trails
416-060-003	39.49	SRK Holdings, LLC	Open space, residential, future community well(s), recreational trails
416-060-004	110.33	SRK Holdings, LLC	Snowmaking, open space, future community well(s), recreational trails, future residential
416-051	82.88	SRK Holdings, LLC	Ski terrain, recreational trails, future residential
416-060	7.38	SRK Holdings, LLC	Ski lodges, parking, maintenance facilities, future hotel, future mixed commercial and residential
416-062	5.21	SRK Holdings, LLC	Parking, future hotel, future mixed commercial and residential
416-063	16.9	RM Devco, Inc.	Open space, recreational trails, future single family residential (Forest Knolls West), future ski terrain (for ski-in)
416-060-006	2.74	RM Devco, Inc.	Parking
416-064	22.78	SRK Holdings, LLC	Open space, recreational trails, future residential
416-061	15.74	SRK Holdings, LLC	Single family residential, open space, recreational trails
416-061-3C1, 416-061-3C2, 416-061-3C3	3.11	RM Devco, Inc. and third-party unit owners	Residential condominium – Cardigan Cabins (3 units completed and sold, 3 units to be completed, development rights to 14 additional units)
416-061-002	26.02	SRK Holdings, LLC	Ski terrain, residential, open space, recreational trails, future residential
416-042	2.05	SRK Holdings, LLC	Residential, open space, recreational trails
416-060-008	8.51	RM Devco, Inc.	Open space, future single family residential (Forest Knolls East), recreational trails
416-064-001	23.56	SRK Holdings, LLC	Single family residential, wedding event area, open space, recreational trails
416-064-002	7.36	SRK Holdings, LLC	Snow tubing area, open space, recreational trails
415-018	374	SRK Holdings, LLC	Ski terrain, open space, recreational trails
416-072	2.0	SRK Holdings, LLC	Parking, maintenance facility

**RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT –
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Future Improvements and Phasing Plan

Cluster Residential Development Property			
Danbury Tax Parcel	Area (acres)	Owner	Present and Potential Future Uses
411-012	0.28	SRK Holdings, LLC	Signage
416-060-005T	41.34	N.H. Fish & Game Department	Open space, snowmaking, future community well(s)
416-088-001	5.20	N.H. Fish & Game Department	Open space
TOTAL:	1876.34		

In addition to these parcels, there are 53.69 acres in Danbury and Hill conveyed to and now owned by the N.H. Department of Fish and Game which are not part of the cluster residential development nor subject to this updated Master Plan. These parcels are shown on Danbury Tax Map 416, as Lots 416-90-003 (22.0 acres), 416-029 (4.38 acres) and 416-030 (18.0+/- acres) and on Hill Tax Map R14 as Lot 7.2 (9.31 acres). Because these parcels were conveyed subject to conservation restrictions in accordance with the original Master Plan, however, they are considered part of Ragged Mountain’s common open space for purposes of this updated Master Plan and for purposes of calculating available dwelling unit density under the Development Agreement.

EXISTING AND PROPOSED RESIDENTIAL, RECREATIONAL, AND COMMERCIAL IMPROVEMENTS

The updated Master Plan envisions a community built on the values of family, recreation, and leisure. At this time and subject to change as market conditions warrant,¹ the developers anticipate that improvements on the Resort property will consist of a combination of residential, recreational and commercial improvements as described in the table below:

¹ All future development, and the timing of construction thereof, is dependent on demand, costs, and other factors outside of the developer’s control. All projections set forth in this updated Master Plan for future development at the Resort, therefore, are speculative and in no way binding on SRK Holdings, LLC, RM Devco, Inc., or their respective successors and assigns.

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Future Improvements and Phasing Plan

Type of Improvement	Unit	Location/Name	Existing	Proposed (within next 5 years)	Potential (after 5 years, before 15 years)	Total
Single Family Residential	Lots	(A) 9 New Canada Road	1	-	15-35	16-36
		(B) Plowman Road (TP 416-064)	-	20-25	-	20-25
		(C) Green Crow (TP 415-008)	-	-	8-12	8-12
		(D) Plowman Road (TP 416-61.02)	-	-	20-25	40-50
		(E) 72 Plowman Road	1	-	6-10	7-11
		(G) Forest Knolls West	-	8	-	8
		(H) Forest Knolls East	-	40-62	-	40-62
		(I) Cardigan Woods (TP 416-51)	-	-	15-25	15-25
		(J) Gulf Brook (TP 416-06.04)	-	-	40-60	40-60
		Other (TBD)	-	-	25-35	25-35
Single Family Residential Total:			2	48-70	149-227	199-299
Residential Condominium	Units	(E) Plowman Road (TP 416-061)	-	-	6-12	6-12
		(F) Cardigan Cabins	3	3	14	17
		Other (TBD)	-	-	6-12	6-12
Residential Condominium Total:			3	3	26-38	32-44
Single Family and Residential Condominium Total:			5	51-73	175-265	231-343
Recreational	Acres	(K) Ski terrain, lifts and facilities	200	-	200+/-	400+/-
Commercial	Sq. Ft.	(L) Ski lodges and skier services	54,000	-	140,000+/-	194,000+/-
	Sq. Ft.	(L) Event facilities	1,000	-	3,000	4,000
	Units	(L) Sunset Lodge (condo hotel)	-	-	52	52

The planned and proposed development areas, as identified by letters corresponding with the designation in the table above, are shown conceptually on the attached plan entitled “Cluster Residential Development Land of SRK Holdings, LLC, RM Devco, Inc. and Others – Development Areas Exhibit,” dated March 10, 2023, and prepared by Horizons Engineering.

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Future Improvements and Phasing Plan

The planned residential development within the next five (5) years will begin with state and local approvals for Forest Knolls West, consisting of eight (8) single family lots on the westerly side of Ragged Mountain Road. Assuming that permits are granted in a timely fashion, the developer expects to begin construction of the roads, water, sewer and other infrastructure in 2023, with completion and the commencement of the sale of lots by 2024. Subject to market conditions, Forest Knolls East, the 50-62 lot single family residential subdivision on the easterly side of Ragged Mountain Road, will commence in 2024, with construction of infrastructure improvements in the 2024-2025 timeframe and the completion of construction and start of lot sales by 2025-2026.

The developer also intends to complete the construction of the remaining three (3) detached condominium units in the first phase of Cardigan Cabins Condominium, which are fully permitted (except for building permits from the Town). The developer expects these buildings to be completed and available for sale by the end of 2027.

ROADS, UTILITIES AND OTHER INFRASTRUCTURE IMPROVEMENTS

None of the anticipated improvements within the next five years are expected to require the construction of significant new public roadways. Forest Knolls West and Forest Knolls East will require internal subdivision roads to provide frontage and access to the lots. Cardigan Cabins is served by an existing right-of-way from Ragged Mountain Road. As part of the local approval process for Forest Knolls West and Forest Knolls East, the developer will work with the Town to repair and improve the condition of Ragged Mountain Road and associated stormwater management systems. Unless otherwise agreed to at the time of subdivision or site plan approval, all new projects will be subject to the Enhanced Building Permit Fee system pursuant to the Development Agreement to cover the fair and proportionate share of the Town's transportation infrastructure costs resulting from the project.

Without access to municipal financing, the Resort has been unable to source adequate funding for the construction of large scale community wastewater and potable drinking water systems as contemplated in the Master Plan as initially approved. Unless the Town is willing to participate in a public-private partnership with the Resort, the developer intends for each residential and commercial phase of the project, including Forest Knolls West and Forest Knolls East, to be served by small-scale community wells and septic systems, which, to the extent possible, may in the future be upsized and connected to large-scale systems. All potable drinking water and sewage systems will be designed in compliance with applicable federal, state and local laws to ensure a high level of water quality and effluent treatment.

The developer does not anticipate that any of the new recreational or commercial improvements proposed for the near term will require any significant infrastructure improvements.

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Future Improvements and Phasing Plan

GOLF COURSE

The 18-hole golf course that existed as part of the cluster residential development was abandoned in 2016-17 due to the excessive costs of maintaining, operating and improving the course and the unfeasibility of golf as a sustainable, long-term revenue source for the Resort. The Resort has no plans to restore the golf course (41.34 acres of which has been conveyed to the N.H. Department of Fish and Game); some of golf course land will be allowed to remain in its natural, open state and some of the land will be used for residential development.

SKI IMPROVEMENTS & EXPANSION

At present Ragged Mountain has five lifts with a total uphill hourly capacity of 5,600 persons per hour. There are over 150 acres of skiable terrain serving all ability levels, but largely weighted towards the low intermediate category of skier and snowboard rider. The calculated comfortable carrying capacity (CCC) of the ski area is 2,905 skiers/riders at one time. Since its purchase of Ragged Mountain, the developer implemented a long-term program of upgrading the base area facilities, ski lifts, trails, snowmaking, and overall visitor experience. This long-term program will continue.

The developer also will continue to explore ways in which the existing ski trails may be extended to provide a ski-in and/or ski-out experience for residents and guests. It also will continue to consider the potential for creating new trails and a chairlift to the east of the existing ski area onto Pinnacle Peak. It is unlikely that any such expansion will occur for at least the next five (5) years.

OTHER RECREATIONAL AMENITIES

In addition to the construction of the high-speed quad chair lift serving Spear Mountain (which was completed in 2016), the original Master Plan, as amended in 2013, contemplate the installation of several other recreational amenities, including a tubing park, zipline, mountain coaster, aerial challenge and canopy tours. The tubing park was installed in 2014 but is not currently operational, due to lack of market demand and workforce limitations. Similarly, given market conditions, plans for the other recreational amenities proposed in 2013 have not been implemented. As the developer continues to explore ways to enhance the year-end utility and profitability of the Resort, plans for these and other potential recreational amenities may be brought forward.

The developer recognizes that passive recreational trails are in high demand by residents and guests of the Resort as well as the general public. In 2019, the Resort partnered with the Sunapee-Ragged-Kearsarge Greenway Coalition to facilitate improvements to the hiking trails which transect the Resort property and granted a permanent trail easement to the SRKG Coalition. The developer will continue to seek ways to expand recreational trails throughout the

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Future Improvements and Phasing Plan

cluster residential development and intends to link each phase of development to the broader open space within the development with a robust trails network.

PARKING

The Resort has developed an integrated network of off-street parking areas at or near the existing lodges and elsewhere on the property to provide for its current and anticipated future parking needs. The location and general capacity of these parking areas is shown on attached plan entitled “Cluster Residential Development Land of SRK Holdings, LLC, RM Devco, Inc. and Others – Existing Parking Exhibit,” dated March 10, 2023, and prepared by Horizons Engineering. Day-skiers and non-skier visitors, employees and residents make up the user groups requiring community parking areas at Ragged Mountain. To the extent that some residents will live in ski-in/ski-out homes, the need for community parking areas will decrease. A shuttle service will further reduce the needs of residents who live in non ski-in/ski-out homes.

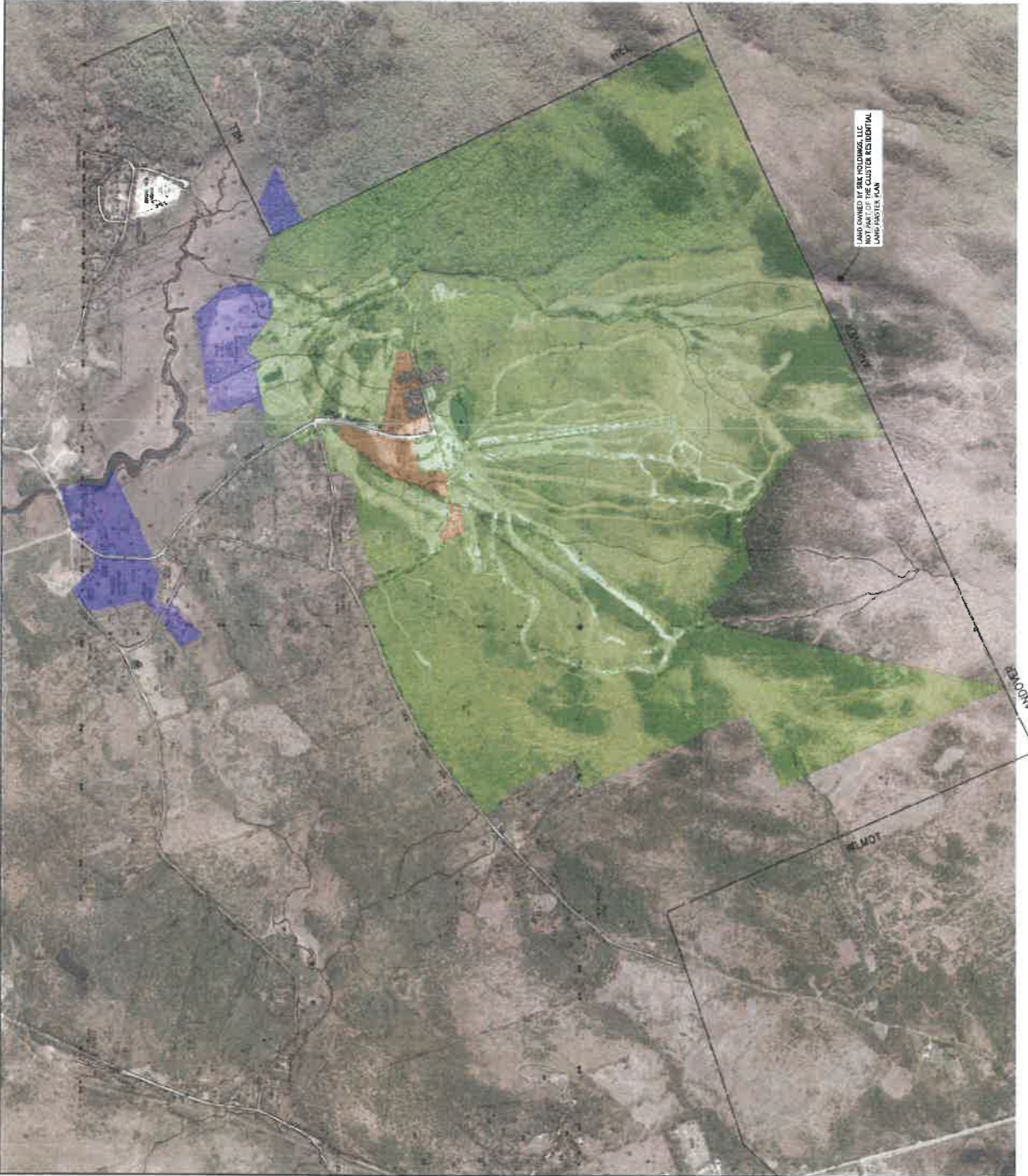
4859-1124-0021, v. 4

NOTES:

1. DANBURY TAX PARCEL 416-61-03 IS CARBON CABINS AT BARGED BARN. THE CARBON CABINS AT BARGED BARN AND SOLID UNITS, RM DEVCO, INC. RETAINS CERTAIN DEVELOPMENT RIGHTS.
2. TAX PARCEL 411-012 (NOT SHOWN) IS OWNED BY SRK HOLDINGS, LLC AND PART OF THE CLUSTER RESIDENTIAL LAND MASTER PLAN.

LEGEND

- LAND OF SRK HOLDINGS, LLC SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE TOWN OF DANBURY AND PART OF THE CLUSTER RESIDENTIAL LAND MASTER PLAN.
- LAND OF RM DEVCO, INC. SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE TOWN OF DANBURY AND PART OF THE CLUSTER RESIDENTIAL LAND MASTER PLAN.
- LAND OF N.H. DEPARTMENT OF FISH & GAME PART OF THE COMMON OPEN SPACE FOR PURPOSES OF THE CLUSTER RESIDENTIAL MASTER PLAN AND THE CLUSTER RESIDENTIAL LAND MASTER PLAN.

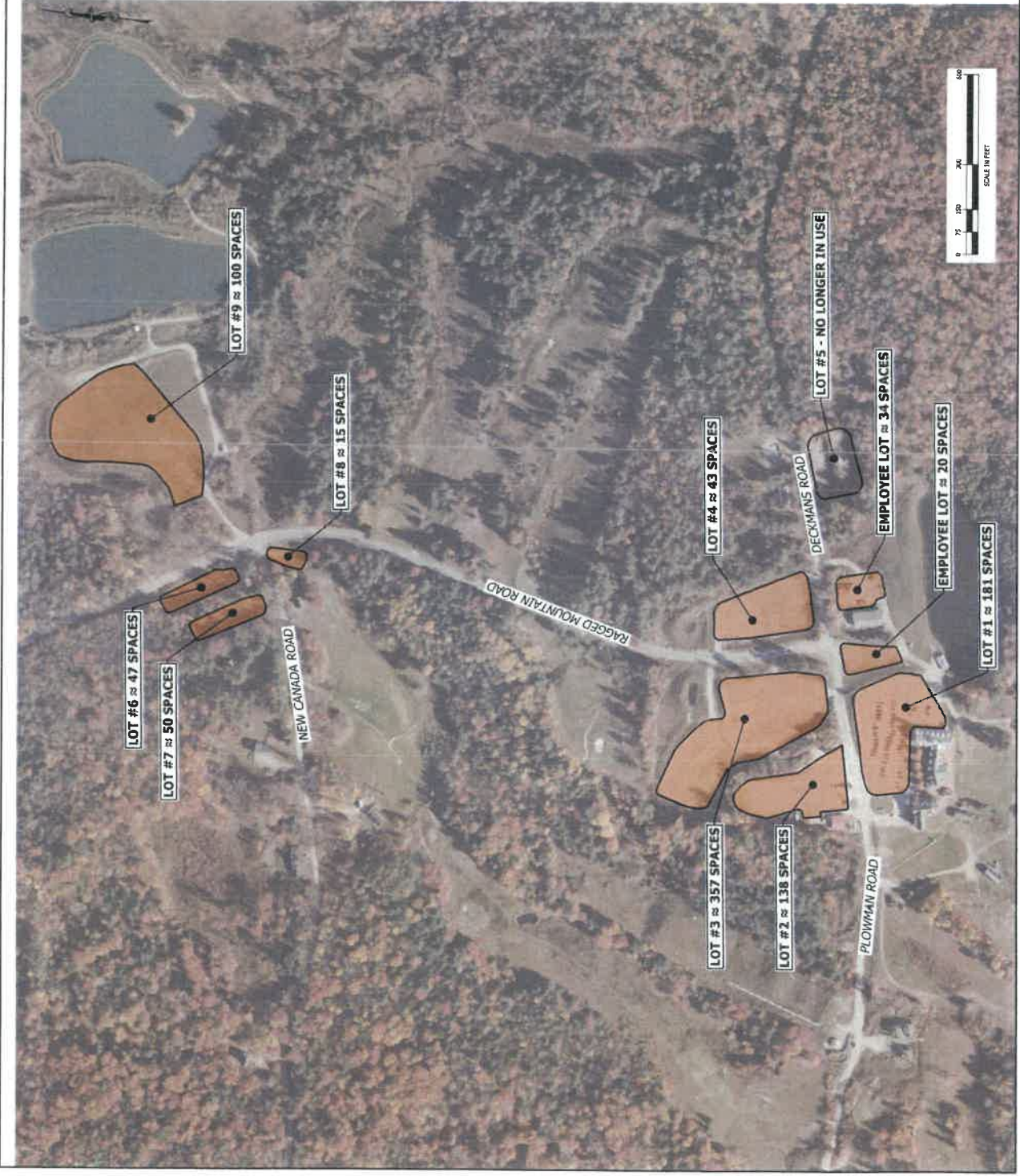


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 Fax: 603.883.8889
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DATE: 12/15/2023
 PROJECT # 23054
 SURVEY BY: J. ZILKA
 DRAWN BY: J. ZILKA
 CHECKED BY: J. ZILKA
 DATE: 12/15/2023

CLUSTER RESIDENTIAL DEVELOPMENT LAND OF SRK HOLDINGS, LLC, RM DEVCO, INC. AND OTHERS
 DANBURY, PERRYSSACK COUNTY NEW HAMPSHIRE
 EXISTING PROPERTY HOLDINGS EXHIBIT

REV. DATE	REVISION DESCRIPTION	ENG. NAME



LOT	PARKING SPACE COUNT
LOT 1	181
LOT 2	138
LOT 3	357
LOT 4	43
LOT 6	47
LOT 7	50
LOT 8	15
LOT 9	100
EMPLOYEE LOT	20
EMPLOYEE LOT	34
TOTAL PARKING:	1,213

NOTE: THE PARKING SPACE COUNT IS BASED UPON TWO-DIMENSIONAL PLANS. THE ACTUAL COUNT WILL VARY DEPENDENT UPON WEATHER CONDITIONS.

Lead Surveying and Environmental Consulting
INCORPORATED • 2008

CLUSTER RESIDENTIAL DEVELOPMENT LAND OF SRK HOLDINGS, LLC, RM DEVCO, INC. AND OTHERS

DUMBLEY, WASHINGTON COUNTY, NEW HAMPSHIRE

EXISTING PARKING SPACE EXHIBIT

DATE	PROJECT #
REVISION	DATE
BY	BY
DATE	DATE

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RAGGED MOUNTAIN

Cluster Residential Development Updated Master Plan (2023)

Tab 2 Open Space Plan and Dwelling Unit Density

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Open Space Plan and Dwelling Unit Density

PRIOR OPEN SPACE PLAN

The preservation of open space is central for the residents of Danbury and the future residents of Ragged Mountain. The Development Agreement between the Town and Ragged permits the construction of up to 890 dwelling units within the cluster residential development, based on a total of 1,909.69 acres in the original development area and permanent conservation easements or restrictions to be placed on at least 50% of land in accordance with the Zoning Ordinance. In fact, the initially approved Master Plan contemplated that 1,529.53 acres (80%) would be, at full Resort build-out, permanently preserved open space.

DWELLING UNIT DENSITY

In terms of dwelling unit density, the original Master Plan called for 1.72 acres of dedicated open space for each dwelling unit (1,529.53 acres ÷ 890 dwelling units). The required open space may be set aside on a phase-by-phase basis as development occurs; as each phase of development is approved by the Planning Board, there must be a sufficient amount of permanently preserved open space relative to the developed area of that phase.

CURRENT COMMON OPEN SPACE AND AVAILABLE DWELLING UNIT DENSITY

As the result of the conveyance to the N.H. Department of Fish and Game in 2012, the Resort has permanently preserved 100.23 acres of common open space. There are currently eight (8) dwelling units as part of the cluster residential development – the “manager’s house” on Plowman Road, a rental house on New Canada Road, three (3) completed units in Cardigan Cabin Condominiums, and three (3) other units in Cardigan Cabin Condominiums which are approved but not yet built. Based on the formula set forth in the original Master Plan (1.72 acres of open space per dwelling unit), 13.76 acres of common open has been utilized for the existing dwelling units, leaving 50 dwelling units available prior to the dedication of any additional common open space.

UPDATED COMMON OPEN SPACE PLAN

As the build-out of the Resort exceeds the 58 dwelling units for which open space has been already dedicated, the developer intends to permanently protect additional open space through a combination of conservation easements to qualified conservation organizations (e.g., the Society for the Protection of New Hampshire Forests), the imposition of conservation restrictions on the conveyance of property (as with the prior conveyance to the N.H. Department of Fish and Game), and private development restrictions for the benefit of specific homeowners’ or unit owners’ associations.

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Open Space Plan and Dwelling Unit Density

Common elements of the easements and restrictions will include the following:

- The restriction will ensure that the open space will be retained forever (predominantly) in its open, undeveloped condition.
- Use of the open space will be restricted to prevent any significant impairment or interference with the property's natural, scenic, open space, wildlife and wetland values.
- Permitted uses and improvements within the open space may include:
 - Outdoor recreational activities and improvements related thereto (e.g., hiking trails, biking trails, equestrian trails, trail markers, ski lifts, ski runs, safety shelters, hospitality services, informational kiosks, etc.).
 - Snowmaking ponds and facilities.
 - Underground utilities.
 - Uses and improvements required to comply with any permit or approval issued by a federal, state or local governmental agency, including compensatory wetlands mitigation.
 - Community drinking water systems, stormwater management systems, groundwater recharge systems, and wastewater systems.
 - Forestry and other forest practices so long as they performed in a manner not detrimental to the conservation purposes of the easements and/or restrictions and in accordance with a forest management plan prepared by a licensed forester or similarly qualified individual.
 - Agriculture.
 - Wildlife management.
 - Other passive uses intended to preserve and protect the property's conservation values.
- The developer may reserve the right to include within, or remove from, the open space certain areas for the development of services and improvements accessory

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Open Space Plan and Dwelling Unit Density

to the operation of the Resort (e.g., on-mountain skier services or limited food service or outdoor chapel or other outdoor event facilities).

- The easements and/or restrictions will be legally enforceable by the holder or beneficiary thereof, the developer, the Town of Danbury, or other appropriate parties depending on the specific circumstances.

The specific terms and conditions of the future conservation easements and restrictions shall be subject to review by the Planning Board during the subdivision/site plan review process for the phase of development then under consideration.

Potential areas for future common open space are identified on the attached plan entitled “Cluster Residential Development Land of SRK Holdings, LLC, RM Devco, Inc. and Others – Open Space Exhibit,” dated March 10, 2023 and prepared by Horizons Engineering. These areas include approximately 310 acres on the “Green Crow” parcel (Tax Map 416 and Lot 18) and an approximately equivalent amount on Tax Map 416, Lot 60.07. Additional common open space may be designated within the existing ski terrain and future development areas.



LEGEND



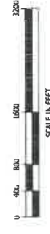
AREAS IN GREEN INDICATE POTENTIAL AREAS FOR FUTURE COMMON OPEN SPACE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN SRK HOLDINGS, LLC, RM DEVCO, INC. AND OTHERS. THE TOWN OF DANBURY, VERMONT, COMMON OPEN SPACE MAY BE DESIGNATED WITHIN THE EXISTING SKI TERRAIN AND FUTURE DEVELOPMENT AREAS.



CLUSTER RESIDENTIAL DEVELOPMENT LAND OF SRK HOLDINGS, LLC, RM DEVCO, INC. AND OTHERS DANBURY, VERMONT COUNTY NEW HAMPSHIRE

NO.	DATE	REVISION DESCRIPTION	ENG/DRG

DATE	PROJECT #
3/10/2023	221134
DRAWN BY:	SR/MLA
CHECKED BY:	SR/MLA
DATE	



SCALE IN FEET

DRAFT

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RAGGED MOUNTAIN

**Cluster Residential Development
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**Tab 3
Natural Resources Management Strategy**

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Natural Resources Management Strategy

GOALS AND OBJECTIVES

This Natural Resources Management Strategy is part of the sustainable development plan for the property and has been developed to detail how Ragged Mountain management activities will protect environmentally sensitive areas. Based on the basic physical and ecological components of the property, development strategies that encompass sustainability – using natural resources without depleting them, in ways that will support human activity – have been identified and evaluated and will be implemented.

From the perspective of Ragged Mountain’s desire to integrate people and nature in a sustainable manner on this property, there are five goals that should be accomplished by the design of the project:

1. Preserve, maintain, and buffer the existing perennial streams and wetland communities on the site.
2. Preserve, enhance, and buffer the forest communities on site with the goal of promoting structurally diverse, native, healthy vegetation.
3. Construct roads, driveways, homes and other improvements so as not to disrupt the flows of water and wildlife across the landscape.
4. Maintain the connectivity of on-site habitat features such as streams, wetlands and forest with Bog Pond.
5. Improve the ecological connectivity of forests and wetlands on site by the creation and maintenance of ecotonal benefits within open spaces, ski runs, and building envelopes.

MANAGEMENT APPROACHES

Development and management of Ragged Mountain focuses on sustainable resource management and application of scientifically based environmental decisions in design, constructions, and management. This proactive approach to development of this facility (recreation, commercial and residential) integrates environmental and agronomic practices and promotes managing the community as an integrated and connected part of the ecosystem.

The intent of Ragged’s Natural Resources Management Strategy is to prevent environmental problems by incorporating Best Management Practices into the design of the community, managing potential problems at the source through appropriate landscaping practices, and mitigating environmental impacts.

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Natural Resources Management Plan

PREVENTION

The first step in preventing environmental problems is to design the Resort with an understanding of the ecological systems at the site and incorporating Best Management Practices (BMPs) throughout the development. BMPs have been integrated into the community design and Governing Documents and will be implemented during construction and maintenance operations.

MANAGEMENT

In the development and operation of the Resort, Ragged Mountain will implement several specific management techniques to protect sensitive environmental areas. For example, landscaping plans for areas to be developed will avoid invasive plant species and use trees, plants and shrubs which are indigenous to the area.

With respect specifically to stormwater management, the site and subdivision plans for individual phases of development will comply with all applicable federal, state and local requirements and will be reviewed by the Planning Board and, as applicable, the N.H. Department of Environmental Services and similar federal agencies. Stormwater Management systems will be designed to ensure that drainage flows will not exceed pre-development rates, water quality standards will be satisfied, and mitigation and detention efforts will accommodate reasonably anticipated future storm events. With respect to site disturbances on individual lots by homebuilders and homeowners, the CC&R's will require construction activities to incorporate low impact development techniques to adequately control and treat stormwater runoff on-site and substantially comply with this Natural Resources Management Strategy, the Construction Mitigation Plan set forth elsewhere in the Master Plan, and the Governing Documents.

MITIGATION

Ragged Mountain Resort's presence in the Danbury community is an opportunity for local and regional growth. The development will include several short and long-term initiatives to mitigate environmental and social impacts of that growth.

- In addition to the land previously conveyed to the N.H. Department of Fish and Game and others for conservation purposes, several hundred acres of land will be placed into permanent conservation easements and restriction to preserve important forested and wetland areas and support wildlife habitat, as more particularly described in the Open Space Plan of this updated Master Plan.

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Natural Resources Management Plan

- Promoting environmental stewardship while initiating mitigation tactics for areas of low-impact development
- Implementing sustainable development strategies to enhance conservation by:
 - Creating perennial stream buffers
 - Upgrading recreational amenities to reduce environmental impacts
 - Preserving historical sites
 - Protecting existing wetlands
- Supporting environmental outreach and management programs through:
 - Communication with environmental stakeholders, such as the N.H. Department of Fish and Game and the Sunapee-Ragged-Kearsarge Greenway Coalition, to create environmental awareness.
 - Promote corporate environmental stewardship and educate Resort staff.
 - Involve the general public, particularly by encouraging and providing opportunities for outdoor recreation.

OUTDOOR RECREATION

Encouraging and providing opportunities for outdoor recreation is an important element of Ragged Mountain Resort’s commitment to responsible environmental stewardship. In addition to the many recreational amenities provided within the cluster residential development, to further support outdoor recreation, Ragged Mountain will provide to the Town of Danbury, the Danbury Elementary School, and the Danville Community Center the following:

- Ragged Mountain will waive the fee the town has traditionally paid for the elementary children that participate in the “after school program.”
- Ragged Mountain will contribute \$1,560 annually to the Danbury Community Center, which is income they have traditionally received for managing and organizing the ski program, paid by the children/families who could traditionally afford the program.
- Ragged Mountain will give season passes to all children in the Danbury Elementary School system.

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Natural Resources Management Plan

The Resort also will continue to explore ways to partner with community organizations, such as the Sunapee-Ragged-Kearsarge Greenway Coalition, to improve and expand the existing trail network within the development property.

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RAGGED MOUNTAIN

**Cluster Residential Development
Updated Master Plan (2023)**

**Tab 4
Community Governance Documents**

RAGGED MOUNTAIN CLUSTER RESIDENTIAL DEVELOPMENT – UPDATED MASTER PLAN (2023)

Community Governance Documents

COVENANTS, CONDITIONS AND RESTRICTIONS

Each residential phase within the cluster residential development shall be subject to covenants, conditions and restrictions (“CC&Rs”) to provide for the orderly and consistent development and use of the lots or units therein in accordance with the goals and objectives of this updated Master Plan. For lots in a residential subdivision, the CC&Rs will be substantially in the form attached hereto. For residential condominiums, the CC&Rs will be included within the condominium declaration and will contain substantially the same covenants, conditions and restrictions as set forth in the form attached hereto for residential subdivisions.

Each lot or condominium unit owner within the cluster residential development will be bound by the CC&R’s and become a member of the homeowners association or unit owners association for the subdivision or condominium in which the lot or unit is located. Initially, the developer does not intend to create a master association or establish master CC&Rs for the entire Resort. However, the developer will reserve the right to do so in the CC&Rs for each subdivision or condominium.

The CC&Rs for each subdivision or condominium will be enforceable by the respective homeowners association or unit owners association, each lot or unit owner within the subdivision or condominium, the developer as the declarant of the CC&Rs, and the Town of Danbury. The proposed form of CC&Rs are attached.

DESIGN GUIDELINES

The CC&Rs will reference the Resort’s design guidelines for the construction of homes and related improvements within a lot or unit in the cluster residential development. Prior to obtaining a building permit from the Town for the construction of any home, the owner or buyer of the lot or unit shall apply to the developer (or a Design Review Board (DRB) appointed by the developer) for approval of the owner’s construction plans. The developer or DRB shall certify to the Town that the construction plans for the home are consistent with the Resort’s design review guidelines. The Resort’s residential design guidelines are attached.

**RAGGED MOUNTAIN RESORT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
[INSERT SUBDIVISION NAME]**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR [INSERT SUBDIVISION NAME] is made this ___ day of _____, 20___, by SRK HOLDINGS, LLC, a _____ limited liability company, having an address of _____ [OR: RM DEVCO, INC., a Nevada corporation, having an address of 620 Ragged Mountain Road, Danbury, New Hampshire _____] (the "Declarant"). Reference is made to the following:

A. Declarant and its affiliate, RM Devco, Inc. [OR: SRK Holdings, LLC] owns approximately _____ acres of real property located in the Town of Danbury, Merrimack County, New Hampshire (the "Cluster Residential Development Land"), which comprise a master planned, cluster residential development known as "Ragged Mountain Resort." Ragged Mountain Resort consists of residential, commercial, recreational and other permitted areas and uses, as more particularly described in the master plan approved by the Danbury Planning Board (as more particularly defined below, the "Master Plan") and in the Second Amended and Restated Development Agreement by and between the Town of Danbury and SRK Holdings, LLC dated September 15, 2015 and recorded in the Merrimack County Registry of Deeds, as amended (as more particularly defined below, the "Development Agreement").

B. Declarant intends to develop a _____ lot, residential subdivision on an approximately _____ acre portion of the Cluster Residential Development Land to be known as [INSERT NAME OF SUBDIVISION] (the "Subdivision"). The Subdivision is shown on the plan entitled [INSERT NAME, DATE AND RECORDING REFERENCE FOR SUBDIVISION PLAN APPROVED BY THE PLANNING BOARD] (the "Plan") and is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

C. Declarant intends to develop and convey all of the Lots (as more particularly defined below) and other land within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration (as more particularly defined below), and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots and other property within the Subdivision.

D. It is the intention of the Declarant in imposing the covenants, conditions and restrictions in this Declaration to protect and enhance the property values and aesthetic values of the Lots all for the mutual protection and benefit of the Lots and the Owners (as more particularly defined below) of the Lots. The covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other Person (defined below) holding any interest in the Lots and shall inure to the benefit of all other Lots in the Subdivision.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant hereby declares that the Subdivision and all present and future Owners shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that each Lot shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants as follows:

ARTICLE 1 DEFINITIONS

The capitalized terms used in this Declaration, but not otherwise defined, shall have the meanings ascribed below. Terms not defined in this Declaration shall have the meanings, if any, set forth in the Development Agreement. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.1 “Additional Land” shall mean any real property now or hereafter owned by Declarant and located adjacent to the Subdivision. This Declaration is not intended as and should not be deemed to constitute a lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Subdivision in accordance with the provisions of Article 17 of this Declaration.

1.2 “Articles of Incorporation” shall have the meaning set forth in Section 4.1.

1.3 “Assessment” shall mean an annual assessment or a special assessment imposed by the Association.

1.4 “Association” shall mean the homeowners association created by this Declaration and Bylaws, and as the context requires, the officers and directors thereof.

1.5 “Board” shall mean the duly elected and acting board of directors of the Association.

1.6 “Building Envelope” shall mean the limited area within a Lot that is shown on the Owner’s construction plans and has been designated or approved by the Declarant within which the construction of the Dwelling and its appurtenances is allowed.

1.7 “Building Permit” shall mean the permit or approval issued by the Town to allow an Owner to commence construction of a Dwelling or an Improvement on a Lot.

1.8 “Bylaws” shall have the meaning set forth in Section 4.6.

1.9 “Certificate of Occupancy” shall mean the Certificate that the Town may issue in the future following satisfactory inspections of the completed construction of a Dwelling or Improvement. The Town does not presently issue Certificates of Occupancy, but if it does so in the future, a Certificate of Occupancy shall be a requirement for the occupancy and use of all Dwellings and Improvements in the Subdivision.

1.10 “Cluster Residential Development Land” shall have the same meaning as in the Development Agreement.

1.11 “Common Area” shall mean all areas identified on the Plan as Common Area, together with the roads, wells, water pipes, water mains, water pumps and pumphouses, septic tanks, leach fields, sewer pipes, drains, drain pipes, and stormwater detention facilities, and all equipment, facilities, fixtures, and other personal property and real property used and/or owned by the Association (including any easement or other rights held by the Association with respect to any of the foregoing) for the use and benefit of all Owners, exclusively or in common with others. The Common Area may be owned by the Association or by any other Person, subject to the rights of the Owners to use the Common Area appurtenant to the Lots. All Common Area shall be maintained, managed and controlled by the Association for the use and enjoyment of the Owners as more fully described herein, except as may be expressly set forth in any easement or other instrument creating the Owners’ rights to use such Common Area.

1.12 “Common Expenses” shall have the meaning set forth in Section 6.2.1(ii).

1.13 “Declarant” shall mean and refer to the Person identified in the introductory paragraph of this Declaration and its successors and assigns. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant’s rights and/or obligations in this Declaration pursuant to the terms hereof, effective upon the recording of a written instrument signed by the Declarant and such Person or Persons and duly recorded in the public records of Merrimack County, New Hampshire, that evidences such assignment and assumption. All references to the “Declarant” in Sections 10.4, 10.15, 10.21, 10.24, 11.6, 13.3, 13.4, 14.2 and 14.3 only shall mean and refer to the Design Review Board, if such entity has been designated by the Declarant pursuant to Section 3.5.

1.14 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, as amended, modified or supplemented from time to time, and recorded in the official records of the Merrimack County Registry of Deeds.

1.15 “Design Guidelines” shall mean and refer to the Ragged Mountain Design Guidelines approved by the Danbury Planning Board as part of the Master Plan as may be amended from time to time.

1.16 “Design Review Board” means the Design Review Board identified in Section 3.5.

1.17 “Developer” shall have the same meaning as in the Development Agreement.

1.18 “Developer Party” or “Developer Parties” shall mean one or more of the Declarant, the Developer, and any of the Declarant’s or the Developer’s affiliates or agents.

1.19 “Development Agreement” means the Second Amended and Restated Development Agreement by and between Ragged Mountain Pacific LLC (n/k/a SRK Holdings LLC) and the Town of Danbury, dated September 8, 2015, and recorded in the Merrimack County Registry of Deeds at Book 3494, Page 293, as amended by First Amendment dated January 24, 2017 and recorded in said Registry at Book 3547, Page 242 and by Corrective Second Amendment dated June 13, 2018 and recorded in said Registry at Book 3617, Page 2185, and affected by Consents and Releases dated January 8, 2019 (2) and October 27, 2020 and recorded in said Registry at Book 3620, Page 2826, Book 3621, Page 202, and Book 3704, Page 1854, and as may be further duly amended from time to time hereafter.

1.20 “Disturbance Area” means the total area of the Building Envelope, plus the areas of any Lot that are used as a driveway and to connect utility services to the Building Envelope. The Disturbance Area for each Lot shall be approved by the Declarant and shall comply with the Governing Documents.

1.21 “Dwelling” shall mean the sole single-family residence built or to be built on any Lot.

1.22 “Dwelling Size” shall be calculated as the sum of the gross horizontal floor area of a Dwelling, measured to and from the exterior faces of the walls of heated, finished spaces, including but not limited to stairways (counted on the main level only), lofts, halls, habitable attics, closets, storage spaces, and finished mechanical, utility, laundry, and entry areas. Garage spaces and unfinished basement spaces are excluded from this calculation.

1.23 “Energy Star” shall mean the Federal government program helping businesses and individuals protect the environment through superior energy efficiency. Program information is available at www.energystar.gov.

1.24 “Governing Documents” shall mean this Declaration, the Bylaws, the Articles of Incorporation, the Design Guidelines, and the rules, regulations, policies and procedures established by the Declarant or the Association in accordance with any of the foregoing, all as may be amended, modified or supplemented from time to time.

1.25 “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to: buildings, Dwellings, garages, storage buildings, and additions to them; walkways, retaining walls, gazebos, fences, driveways, landscaping, pools, decks, tennis courts, hard surfaced areas, stairs, poles, lighting, signs, satellite dishes or other antennas; and any mechanical equipment located on the exterior of any building.

1.26 “Lots” shall mean the numbered Lots shown on the Plan.

1.27 “Master Covenants and Restrictions” shall mean the covenants, conditions and restrictions, if any, established with respect to the Cluster Residential Development Land pursuant to Section 3.7.

1.28 “Master Plan” shall have the same meaning as in the Development Agreement, including, but not limited to, the updated Cluster Residential Development Master Plan for Ragged Mountain Resort approved by the Danbury Planning Board on _____, 2023. A copy of the Master Plan shall be on file at all times in the office of the Declarant.

1.29 “Mortgage” shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.30 “Owner” shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, but shall exclude any person or entity holding title only for purposes of securing performance of an obligation, unless that entity has taken possession. “Owner” shall not include the Town of Danbury.

1.31 “Person” or “Persons” shall mean and include individuals, partnerships, firms, associations, joint ventures, business trusts, corporations or any other form of entity.

1.32 “Plan” shall mean the official subdivision plan of the Subdivision as approved by the Town, as it may be amended from time to time, recorded in the official records of the Merrimack County Registry of Deeds. The Plan is hereby incorporated into this Declaration by this reference.

1.33 “Ragged Mountain Rental Program” shall mean the residential rental program operated by the Developer or an affiliate of the Developer pursuant to **Section 10.25**.

1.34 “Rental Program Manager” means the manager of the Ragged Mountain Rental Program.

1.35 “Resort Activity” or “Resort Activities” means one or more all resort-type activities associated with a mountain resort community and may include, without limitation, skiing, ski runs and trails, hiking trails, mountain biking trails, open spaces, wildlife, rugged terrain, golf courses, tennis courts, horses and horseback riding, outdoor concerts, festivals, children’s events, games and activities, outdoor theatre, golf, tennis and other tournaments, running, snow shoeing, alpine and cross country skiing and mountain bike courses and/or races and/or other competitions of various kinds, and other resort-type facilities, events, activities and programs.

1.36 “State” shall mean the State of New Hampshire, and its appropriate departments, officials, and boards.

1.37 “Subdivision” shall have the meaning set forth in Recital B above.

1.38 “Town” shall mean the Town of Danbury, Merrimack County, New Hampshire, a corporate body and political subdivision of the State of New Hampshire, and its appropriate departments, officials, and boards, including, but not limited to, the Planning Board.

1.39 “Waived Claims” means the claims of an Owner or any other person to any loss of damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to: (i) the proximity of an Owner’s Lot to any ski run or trail, golf course, or other Resort Activity venue; (ii) any claim arising in whole or in part from the negligence of any Developer Party; or (iii) any Resort Activity.

ARTICLE 2 SUBMISSION OF PROPERTY

2.1 Submission to Declaration. All of the Subdivision is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a residential subdivision to be known as Subdivision. All of the Subdivision is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth in this Declaration and in the Plan, each and all of which are declared and agreed to be for the benefit of the Subdivision and in furtherance of a plan for improvement of said property and the division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any Person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plan, the Subdivision is divided into Lots as more particularly described on the Plan. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have the right to use the Common Area.

2.3 Easements. The Declarant, its successors and assigns, shall have a transferable easement over and on the Common Area, including streets providing ingress and egress to the Subdivision, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Lots and other portions of the Cluster Residential Development Land.

ARTICLE 3 RAGGED MOUNTAIN RESORT COMMUNITY

3.1 Ragged Mountain Resort Community. The Subdivision constitutes a part of Ragged Mountain Cluster Residential Development Land and shall be subject to the Master Plan and Development Agreement. The Subdivision shall include Lots with homes to be constructed by the Owners or with homes to be constructed by the Declarant or its successors or assigns.

3.2 Design Guidelines and Architectural Review. This Declaration imposes, and the Design Guidelines recommend, certain covenants, conditions, restrictions, standards, and requirements on any Improvements made to any Lot including, without limitation, with respect to architectural compatibility, lot coverage, siting, proportion, materials, colors, and general appearance. The Declarant oversees and enforces the Design Guidelines and has the right to amend

the Design Guidelines from time to time. All Dwellings and Improvements constructed by the Declarant shall be materially consistent with the Design Guidelines.

3.3 Construction Approval.

3.3.1 No improvements of any kind, including without limitation the construction of any Improvement, Dwelling, garage, outbuilding, or addition to any of them, or any parking area, driveway, tennis court, walkway, or other hard surfaced areas, swimming pools, outdoor hot tubs or spas, fences, walls, curbs, flag poles, trampolines, satellite dishes or antennae, solar panels, or any other permanent structure may be constructed, erected, or installed in the Subdivision without the prior written approval of the Declarant. No excavation, grading, filing, draining, landscaping, or installation or removal of existing vegetation shall be made without the advance written approval of the Declarant. The Declarant specifically reserves the right to prohibit the construction on or alteration of any Lot which, in the opinion of the Declarant in its sole and absolute discretion, is not in conformance with this Declaration or materially consistent with the Design Guidelines, or otherwise not well sited or compatible with the style, appearance and value of the existing Improvements on other Lots.

3.3.2 Prior to the commencement of construction requiring approval under this Section, an Owner shall submit all plans for siting the residence on the Lot and other improvements thereon including the driveway, and walkways, utilities, garages or other structures, and landscaping of the Lot (including plantings, decorative fencing, construction of walls and rock gardens, etc.). All plans for construction or alteration of a Lot and/or buildings upon a Lot shall be in a form satisfactory to the Declarant.

3.3.3 Approval of the Declarant in accordance with this Section shall be in the form of a written certificate in recordable form, executed by the Declarant's authorized representative. Approval by the Declarant does not constitute an assurance that the Owner's plans comply with federal, state or local laws or will be approved by any governmental authorities or of the structural integrity of any Improvements shown thereon. The Declarant may, from time to time, establish and modify certain fees for review and inspection of plans for proposed Improvements.

3.3.4 Any proposal for construction under this Section that has not been rejected in writing within sixty (60) days from the date of submission shall be deemed approved. A request by the Declarant for modification or additional information shall be deemed to be a rejection and a new sixty (60) day period shall commence upon the written response of or resubmission by the applicant with respect to such request.

3.3.5 The approval of any plan, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification, or matter subsequently submitted for approval by any Owner.

3.4 Approval of Plan Certificate Required. No Owner shall request a Building Permit from the Town without the prior receipt of a certificate issued pursuant to Section 3.3 for the proposed Dwelling or Improvement.

3.5 Design Review Board. The Declarant may designate one or more Persons to constitute the "Design Review Board" for the purpose of performing the duties of the Declarant set forth in this Article 3 and exercising the rights of the Declarant with respect to improvements on the Lots set forth elsewhere in this Declaration. Such designation shall be in writing and shall be maintained in the books and records of the Association. The Declarant may remove and/or replace any Person or Persons designated as the Design Review Board at any time in its sole and absolute discretion.

3.6 Declarant, Design Review Board, and Association. The Declarant, the Design Review Board, the Association, and their respective officers, directors, employees and members shall not be liable to the Owner of any Lot for any damage arising from or related to, their actions, inactions, or approval or disapproval of any plans submitted to the Design Review Board for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant, the Design Review Board, the Association or their respective officers, directors, employees or members as a result of the performance or failure to perform the duties created by this Declaration.

3.7 Master Declaration. The Declarant, as the owner of a portion of the Cluster Residential Development Land, reserves for itself, any other Developer, and its and their affiliates' successors and assigns, the right to impose such covenants, conditions, restrictions and assessments on the Lots and other property within the Cluster Residential Development Land as the Developer deems reasonably necessary or desirable to create a harmonious and attractive development for the mutual and common benefit of all property therein. Each Owner agrees to cooperate with the Developer with respect to the establishment of any Master Covenants and Restrictions, which cooperation may include, without limitation, the execution of a Master Declaration of Covenants and Restrictions or similar instrument. This Section 3.7 shall apply regardless of whether the Declarant possesses any further interest or control over the Subdivision. In no event, however, shall the provisions of any Master Covenants and Restrictions be construed to modify, limit, or supersede any rights, powers, or responsibilities of the Association expressly set forth in the Declaration or Bylaws.

ARTICLE 4 ASSOCIATION

4.1 Association. In connection with this Declaration, the Declarant has filed or will be filing the Articles of Incorporation with the Division of Corporations of the Secretary of State to create the Association. The members of the Association shall be Owners of Lots within the Subdivision, and the Association is established to perform the functions and exercise the rights and powers for the benefit of the Lots and the Owners and the enforcement of the covenants as set forth in this Declaration. Each Owner of a Lot shall be a member of the Association. Membership in the Association shall be an appurtenance to each Lot and is transferable only in conjunction with the transfer of the title to a Lot. The Association shall have and exercise, as necessary, the powers set forth in this Declaration.

4.2 Enforcement Powers. The Association shall have the power to enforce the covenants set forth in this Declaration by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of the covenants, and to incur expenses for that purpose. The Board shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Board shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Owners to enforce personally the covenants set forth in this Declaration in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Lots and/or Owners. Owners of the Lots may appear individually.

4.3 Board and Officers

4.3.1 The affairs of the Association shall be conducted by the Board consisting of three (3) directors and also by such officers as the Board may elect or appoint in accordance with the Articles of Incorporation and the Bylaws as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by the Declarant. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager.

4.3.2 The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Articles of Incorporation and the Bylaws of the Association, including, but not limited to, the following: (a) administration of the Association; (b) preparing and administering an operational budget; (c) establishing and administering an adequate reserve fund; (d) scheduling and conducting the annual meeting and other meetings of the Owners; (e) collecting and enforcing the assessments and fees from the Owners; (f) accounting functions and maintaining records; (g) promulgation and enforcement of rules and regulations; (h) causing the Common Area to be maintained; (i) entering into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers; (j) opening bank accounts on behalf of the Association and to designate the signatures therefore; (k) bringing, prosecuting and settling litigation for itself, the Association and the Subdivision; (l) owning, purchasing or leasing, holding and selling or otherwise disposing of, on behalf of the Owners, items of real and personal property; (m) doing all other acts necessary for the operation and maintenance of the Subdivision and the performance of its duties as agent for the Association including the maintenance and repair of any portion of the Subdivision if necessary to protect or preserve the Subdivision; (n) purchasing and maintaining insurance; and (o) all the other duties imposed upon the Board pursuant to this Declaration, including enforcement thereof.

4.3.3 It is intended that Declarant shall control the Board and may fill any vacancies therein for so long as the Declarant owns any Lots in the Subdivision. For so long as Declarant owns any of the Lots in the Subdivision, Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the directors of the Board to be elected by the vote of a majority of the Owners. When Declarant no longer owns any of the Lots in the Subdivision,

or at such earlier time as the Declarant may, in its discretion determine, the directors of the Board may be removed, replaced or elected by the majority vote of Owners, at any meeting of the Owners conducted in accordance with the Bylaws. The number of directors of the Board may be changed by amendment of the Bylaws of the Association. At the first annual meeting, three (3) directors shall be elected for a term of one (1) year as provided in the Bylaws.

4.4 Maintenance of Common Area. The Common Area shall be maintained, cleaned, replaced, repaired and reconstructed by the Association and be re-landscaped, rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Board, and in accordance with the provisions of this Declaration. Without limiting the generality of the foregoing, the Association shall (a) maintain, clean, replace, repair and keep in a sanitary condition and in a state of good repair all Common Area; (b) re-landscape, re-construct and repair all Common Area at such time as the same are in a state of disrepair and require replacement; and (c) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all areas, easements, Improvements, landscaping and vegetation set forth on the Plan or in the Governing Documents as the responsibility of the Association.

4.5 Rules and Regulations. By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations that restrict and govern the use of the Common Area. The rules and regulations shall not discriminate among Owners. Each Owner, the family members of each Owner, and any invitee, licensee or tenant of each Owner shall comply with all of the rules and regulations.

4.6 Bylaws. The day to day administration of the Association's affairs, including the manner in which directors are elected and their terms of office are set forth in the Bylaws of the Association, which may be amended from time to time by the Association as provided in those Bylaws. No amendment of the Bylaws shall have the effect of releasing or amending the covenants, conditions, or restrictions set forth in this Declaration.

4.7 Voting Rights. There shall be one vote for the membership in the Association that is appurtenant to each Lot, and each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot, unless the other Owners are also present and object or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

ARTICLE 5 EASEMENTS

5.1 Easements for Maintenance. The Association shall have the irrevocable right to have access from time to time to all Common Area during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage.

5.2 Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon, and across the streets shown on the Plan as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

5.3 Easements Deemed Created. All conveyances of Lots within the Subdivision hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

5.4 Easements Reserved by Declarant and Association. The Association shall have power to grant and convey to any third party and Declarant hereby reserves unto itself transferable easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Subdivision for the purpose of: (a) constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to Subdivision or other portions of the Cluster Residential Development Land; and (b) constructing, erecting, repairing, replacing, operating and maintaining hiking and biking trails, ski trails and runs, ski lifts, tramways, terminals and towers. The Association and the Declarant shall have the right to relocate, reconfigure, change, modify or alter any easement created under this Section; provide, however, that such right may not be exercised in such a manner that would material interfere with the use, operation and enjoyment of any Improvement on a Lot by the Owner thereof.

5.5 Easements. To the extent that there are certain recreational trail, ski lift, access and utility easements that cross on, over, under and through the Subdivision, such easements shall be maintained by the Association or its designee (including, for example, the Ragged Mountain Ski Area). No Owner shall obstruct or interfere with the use of such easements crossing his or her Lot. Such easements are for non-motorized use only, and no motorcycle, all-terrain vehicle, or other motorized vehicle (except for authorized maintenance vehicles or equipment) will be permitted on the easements. Equipment including, without limitation, snowmobiles and snow grooming equipment may be used for the operation and maintenance of the easements and any improvements thereto.

5.6 Ownership of Streets and Public Access. The streets shown on the Plan within the Subdivision shall be owned and maintained by the Association. Notwithstanding such private ownership, all such streets shall be open to the public for federal, state and town emergency access and law enforcement of any and all kinds.

5.7 Inseparability. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association, and an irrevocable license to use, occupy and enjoy the Common Area. Neither an Owner nor the Association may bring any action for partition thereof.

5.8 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The streets shown on the Plan within the Subdivision shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of New Hampshire or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. All such taxes, assessments, and other charges on the streets, shown on the Plan within the Subdivision shall be separately levied against the Association. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot or rights in and to the Common Area.

5.9 Restriction on Easements or Access Rights Granted or Exercised by Owners. Without the prior written consent of Declarant and the Association, and without applicable municipal and other governmental and approvals, no Owner of any Lot within the Subdivision shall (a) grant any easement, license, permit or other rights to any other person or entity for the purpose of granting to such other person or entity any rights of ingress and egress (whether to or from any property within or outside of the Subdivision), any rights to construct, operate or maintain any road, trail or other right of entry or passage over and across such Lot, any rights to construct, operate, maintain, repair or replace any utility easements, or any other rights or interests not otherwise established and created pursuant to the Plan, this Declaration or (b) utilize any Lot within the Subdivision as a means to access any property outside of the Subdivision.

ARTICLE 6 ASSESSMENTS

6.1 Agreement to Pay Assessments. Each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Assessments made by the Association shall be fixed, established and collected from time to time as provided in this Article 6.

6.2 Regular Assessments. Regular assessments shall be computed and assessed against all Lots in the Subdivision as follows:

6.2.1 Common Expenses.

(i) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Subdivision. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Owners at each annual meeting of the Owners. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is

prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(ii) Basis of Annual Budget. The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Area. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; security, landscaping, wages for Association employees, including fees for a manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Lots and/or the Owners or by reason of this Declaration.

(iii) Annual Assessments. The Association shall establish a regular, equal monthly assessment (which shall be the same for all of the Lots) to be paid by each Owner to the Association for deposit into a bank account in the name of the Association. The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the Common Expenses be apportioned equally among and assessed equally to all Lots. Each monthly installment of the regular assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

6.2.2 Inadequate Funds. In the event that the funds collected by the Association prove inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth below, except that the vote therein specified shall not be necessary.

6.3 Special Assessments. In addition to the regular assessments, the Association may levy, at any time and from time to time, upon affirmative vote by Owners of at least fifty-one percent (51%) of the Lots, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Area or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Lots. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date such portions become due until paid.

6.4 Lien for Assessments. All sums assessed to the Owner of any Lot within the Subdivision pursuant to the provisions of this Article 6, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article 6, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the Merrimack County Registry of Deeds. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by nonjudicial foreclosure or judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of New Hampshire. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

6.5 Personal Obligation of Owner. The amount of any Assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

6.6 Statement of Account. Upon written request of any Owner, mortgagee, prospective mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid Assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such Assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

6.7 Personal Liability of a Purchaser. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller of the amount of such Assessments paid by the purchaser for such Assessments.

6.8 Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, this Article 6 shall not be amended unless the Owners of at least seventy-five percent (75%) of the Lots consent and agree to such amendment by a duly recorded instrument.

ARTICLE 7 INSURANCE

7.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of New Hampshire:

7.1.1 Fire and Casualty Insurance. A policy or policies of insurance on the Common Area of the Subdivision in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other subdivisions similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection as to the Common Area. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

7.1.2 Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Subdivision, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage.

7.1.3 Workers' Compensation Insurance. Workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

7.1.4 Fidelity Insurance or Bond. Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of directors, officers, employees or the manager, destruction or disappearance of money or securities, and forgery.

7.2 Form of Insurance. Insurance coverage on the Subdivision, insofar as possible, shall be in the following form:

7.2.1 Casualty and Flood Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant, whether or not Declarant is an Owner, and which policy or policies shall specify the interest of each Owner (Owner's name and Lot number), and shall contain a standard, noncontributory mortgagee clause in favor of each mortgagee which from time to time shall give notice to the Association of its mortgage. The Association shall furnish to each Owner, and to each mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner's interest.

7.2.2 Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Association as the insured, as trustee for each Owner, for the manager, if any, and for Declarant, whether or not Declarant is an Owner, and which protects each Owner, the manager, if any, and Declarant against liability for acts or omissions of

any of them in connection with all activities of the Association pursuant to the terms of this Declaration and the Articles of Incorporation and the Bylaws of the Association.

7.3 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.

7.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter maintained by the Association shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

7.5 Insurance Carried by Owners. Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage upon his Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued pursuant to Sections 7.1 and 7.2 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article. The Association shall have no obligation or responsibility to carry insurance on the Lots, or any improvements located on the Lots.

ARTICLE 8 DAMAGE OR DESTRUCTION

8.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Common Area of the Subdivision upon their damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from Declarant or any Owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner in the Common Area which may be necessary or appropriate to execute the powers herein granted.

8.2 Destruction of Common Area. Upon the damage or destruction of all or any portion of the Common Area, the Association shall proceed to repair and reconstruct the Common Area. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a special assessment against all Owners pursuant to the provisions of Article 6 above to collect funds necessary to accomplish such repairs and reconstruction.

8.3 Repair or Reconstruction. As soon as practicable after receiving estimates on the cost of repair or reconstruction, the Association shall diligently pursue to completion the repair or

reconstruction of that part of the Common Area damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.

8.4 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be held and used by the Association to offset future expenses of the Association.

ARTICLE 9 CONDEMNATION

9.1 Condemnation. If at any time or times all or any part of the Common Area shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Area in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

9.2 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain shall be held and used by the Association to offset future expenses of the Association.

ARTICLE 10 RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all Lots within the Subdivision:

10.1 Zoning Regulations. The lawfully enacted zoning regulations of the Town, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance.

10.2 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no surface occupation for mining, drilling, or quarrying activity will be permitted at any time on any Lot, trail, street or other area within the Subdivision. **NO MINERAL RIGHTS ARE CONVEYED OR INCLUDED WITH ANY LOT.**

10.3 No Business or Commercial Uses. The Lots are to be used for residential housing purposes only and shall not be used for boarding house, "bed and breakfast," or similar commercial operations. Notwithstanding the foregoing, nothing in this Declaration is intended to prevent: (a) the Declarant from using any portion of the Subdivision for purposes of a construction office or sales office during the actual period of construction of the Improvements or Common Area; (b) the use by any Owner of his Lot for a home occupation; or (c) the conduct of Resort Activities. No home occupation will be permitted, however which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision. No materials, machinery, equipment, or inventory associated with

any home occupation may be stored outside on any Lot. No signs associated with any home occupation are permitted.

10.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to the completion of construction in accordance with the plans approved by the Declarant and the issuance of a Certificate of Occupancy by the Town if the Town elects to issue same in the future.

10.5 Dwelling to be Constructed First. No garage, storage unit, or other outbuilding or Improvement may be constructed prior to the commencement of construction of the Dwelling on the Lot.

10.6 No Re-Subdivision. No Lot may be re-subdivided. Lot lines may be adjusted between neighbors with approval by the Town.

10.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations or Improvements entirely with that Lot. No oil tanks may be installed on any Lot. Individual propane tanks may be buried on a Lot.

10.8 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

10.9 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

10.10 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). No Owner will occupy a Lot in a manner that is in violation of any state or federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

10.11 No Open Burning. The open burning of yard trimmings, construction waste, or other materials on the Lot is prohibited.

10.12 Wood-burning Fireplaces. To reduce the risk of wildland fires and to limit increases in air pollution, no Lot shall have a wood-burning fireplace, furnace, or heating device. No coal-fired fireplaces, stoves, furnaces or devices will be permitted in the Subdivision.

10.13 Animals. No animals other than ordinary household pets may be kept on any Lot. Horses are not permitted to be kept on any Lot.

10.14 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of

any Improvement, Dwelling or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public or private street.

10.15 Outdoor Lighting. All outdoor lighting shall respect and preserve the view of the “night sky” and be subject to approval by the Declarant. The Declarant shall use its sole and exclusive discretion to prohibit gaudy exterior lighting and displays. The lighting of tennis courts, sport courts, and similar outdoor recreation facilities upon all Lots is prohibited. The preservation of the night sky is as important during the holiday season as during the rest of the year. Seasonal lighting that illuminates trees, shrubs, and holiday decorations are permitted for a single term of not more than forty-five consecutive days per year. Silhouette lighting of the perimeter of all or part of a Dwelling or an Improvement is prohibited. Further outdoor lighting guidance is contained within the Design Guidelines. Outdoor lighting is also subject to all outdoor lighting restrictions imposed now or in the future by the Town.

10.16 Community Wastewater Connection. Each Lot is served by the community wastewater system. No owner shall construct a wastewater disposal system on a Lot.

10.17 Community Water Connection. Each Lot is served by the community water system. No water rights are conveyed with any Lot, and no Owner shall dig or drill a well on a Lot.

10.18 Protection of Springs and Streams. Streams, springs or seeps, and seasonal run-off may be present on or near some Lots. Dwelling construction should not alter or impede the natural flow of ground-waters. Any Owner planning to construct a Dwelling on a Lot with or near such flows should seek the advice of a licensed architect or professional engineer, particularly if the Dwelling is to include basement space. No part of a Disturbance Area may be located within fifty (50) feet of the ordinary thread of flow of a perennial stream.

10.19 No Annoying Sounds. No loudspeakers or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for properly operating and maintained security or fire alarms.

10.20 Drainage and Stormwater Management. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. Low impact development techniques provide environmentally friendly stormwater treatment that captures and treats precipitation where it falls, closely mimicking natural systems. Proper planning will allow landscaping to incorporate areas for shallow ponding and infiltration, overland flow through vegetated areas, and reduce flow into the storm drainage system.

10.21 Vehicles Restricted to Streets. No motor vehicle will be operated on the Subdivision except on improved streets and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress by duly licensed, "street legal" vehicles or while loading the equipment for lawful transport on public streets. The operation of any vehicle outside of the Disturbance Area of any Lot is strictly prohibited, even during periods of construction, unless approved by the Declarant.

10.22 Kennels. No kennel or dog run may be placed closer than 100 feet to any Dwelling other than that of the Owner of the kennel.

10.23 No Firearms. No firearms of any kind, including b-b guns, pellet guns, or similar air-powered firearms may be discharged within the Subdivision. Hunting, trapping, and harassment of wildlife, by firearms or any other means, is expressly prohibited.

10.24 Clearing and Grading. No portion of any Lot maybe cleared of vegetation, graded, cut, or otherwise altered form its natural vegetative condition, except as specifically provided in this Declaration, and except in conjunction with the construction of the Dwelling or other Improvements approved by the Declarant.

10.25 Rental Restrictions.

10.25.1 Restrictions. Except as provided in this Section, there shall be no restrictions on leasing any Lot to any tenant. All Leases or rental agreements for any Lot shall be in writing and shall specify that such agreement and the use of the Lot thereunder by a tenant shall be subject to this Declaration. Except for short-term rentals through the Ragged Mountain Rental Program, no Owner may enter into a lease or rental agreement for an occupancy of less than thirty (30) days without the prior written consent of the Rental Program Manager. Any Owner, by appropriate provision in its lease to a tenant, may grant to such tenant a right, along with such Owner, to enforce the provisions of this Declaration against all persons, including, but not limited to, all Owners. Notwithstanding the foregoing, and notwithstanding the terms of any lease or other instrument by which a tenant agrees to assume and discharge the duties of an Owner under this Declaration, no such lease or other instrument shall operate as a release by the Association of its rights of enforcement against the Owner in respect of the Owner's obligations under this Declaration, including, without limitation, the Association's right to enforce the obligation to pay assessments against the Owner's Lot and the Association's lien for such assessments under this Declaration.

10.25.2 The Developer or an affiliate of the Developer may establish a rental program for overnight and short-term rentals of Dwellings and appoint a Rental Program Manager to operate the rental program. Owners desiring to rent their Lots on a short-term basis may elect and are encouraged to participate in the Ragged Mountain Rental Program. As the Ragged Mountain Rental Program is the equivalent of a hotel operation, all rentals of Dwellings of less than thirty (30) days shall be handled by the Rental Program Manager in order to ensure uniform and consistent standards of service, unless otherwise agreed by the Rental Program Manager. The Rental Program Manager shall be in charge of access to and the use, maintenance and repair of the Dwellings participating in the Ragged Mountain Rental Program (including housekeeping services). The Rental Program Manager may rent a Dwelling and shall credit the

Owner's account with any net income received from the rental of the Dwelling after the deduction of expenses and a reasonable management fee, as provided in the program details.

10.26 Ownership Restrictions. No Lot shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

10.27 On-Street Parking Prohibition. On-street parking is a hazard for emergency service vehicles, and it is prohibited within the Subdivision. Without limiting the generality of the foregoing, no vehicles may be parked on any public road adjacent to the Subdivision or otherwise in violation of Section 6.2 of the Development Agreement. In addition to any enforcement rights set forth in the Development Agreement, this parking prohibition may be enforced by the Declarant, the Association, and the Developer, each of which shall have the right to tow offending vehicles.

ARTICLE 11 RESTRICTIONS ON IMPROVEMENTS

All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

11.1 Compliance with Governing Documents. All Dwellings and Improvements to a Lot, and all construction and landscaping activities must be materially consistent with the Design Guidelines and comply with (a) all applicable codes, rules, regulations and requirements of the Town; and (b) the requirements of this Declaration.

11.2 Number of Dwellings. Only one Dwelling may be constructed on any Lot.

11.3 Placement of Dwellings. In order to protect existing native vegetation, minimize landscape irrigation requirements, and maintain the feeling of open space within the Subdivision, all construction and landscaping activity shall be contained within the Disturbance Area. The location of the Dwelling and landscaped area should be selected to minimize removal of trees and other significant vegetation. The placement of the Dwelling and other Improvements should also recognize historic drainage patterns and channels, if any, and avoid construction in locations that obstruct historic drainage. The shape of the Disturbance Area may be dictated by the proposed Dwelling, but shall be generally compact and in all cases, the areas disturbed by construction must be contiguous (and not linked by "cherry stems" that give the appearance of two areas of disturbance).

11.4 Construction Activity Confined to Disturbance Area. All construction activity, Improvements, and Dwellings are to be confined to the Disturbance Area. The Disturbance Area shall be physically staked on the ground and fenced or roped off or flagged to prevent construction activity from extending beyond the established limits, and no soil storage, excavation or backfill operations, or vehicular access is permitted outside of the Disturbance Area.

11.5 Building Setbacks and Separations. The minimum Dwelling setback from the front property line shall be twenty-five (25) feet, and the minimum Dwelling setback from the side and rear property lines shall be ten (10) feet. All Dwellings shall be separated by at least twenty (20)

feet from Dwellings on adjacent Lots or greater to the extent required by applicable fire and other life safety codes.

11.6 Size of Dwellings. The size, height and location of the Dwelling and other improvements constructed on each Lot within the Subdivision shall be consistent with any restrictions pertaining thereto that appear on Plan and shall be subject to all necessary approvals of the Declarant. Building location and design should place buildings in a manner to have the building mass follow the natural, existing contour of the land and to minimize visibility from adjoining or adjacent Lots. The minimum Dwelling Size for a Lot shall be 1,800 square feet, and the maximum Dwelling Size for a Lot shall be 4,200 square feet.

11.7 Driveways. Driveways should be located in a manner to minimize cuts and fills and the need for retaining walls. Except for the Disturbance Area, cut and fill slopes must be re-vegetated with native vegetation. Whenever possible, driveways should be designed so that the Dwelling's garage doors are not visible from the street providing access to the Lot. All driveways shall be paved and have a minimum pavement width of twelve (12) feet.

11.8 Garages and Off-Street Parking. Each Dwelling constructed on a Lot shall include a garage for at least two (2) cars, and a driveway large enough to park at least one (1) additional car. Any Dwellings with more than three bedrooms shall construct one additional off-street parking place for each such additional bedroom.

11.9 Wastewater Connections. All Lots must connect to and be served by the community wastewater system. No cesspools, septic tanks, or other types of waste disposal systems are permitted for use with any Dwelling. Owners of some Lots may not have gravity flow connections to the community wastewater system and may require a private ejector system connection. The cost of any private ejector system serving a Lot will be borne by the Owner of such Lot, and not by the Declarant or the provider of the community wastewater service.

ARTICLE 12 ENVIRONMENTAL SENSITIVITY, AND SUSTAINABILITY

The Declarant intends to implement and maintain an aggressive environmental stewardship program for the Cluster Residential Development Land. This strategy has been designed to maximize and balance environmental, economic, and aesthetic considerations. Its principles and goals, as they apply to the Subdivision, and the resultant restrictions and requirements, are as set forth below:

12.1 Conserve Water. All Dwellings shall use water efficient fixtures and appliances. Washing machines and dishwashers shall be Energy Star rated, or better, and toilets shall be "low-flow". Owners should conduct annual leakage tests and shall shut-off all water service for the Dwelling when they are away for more than a one week period. Lawns are highly consumptive of water and are discouraged.

12.2 Manage Stormwater; Maximize Groundwater Recharge and Water Quality. Owners and their builders are required to control their stormwater, eliminate erosion and sedimentation on the Lots, and prevent the discharge of stormwater onto adjacent Lots. This can be accomplished by using Low Impact Development ("LID") and Best Management Practices

("BMPs"), which include, but are not limited to minimizing the loss of native vegetation, utilizing energy dissipation devices at all points of discharge, utilizing drywells, grassy swales, filter strips, stilling basins, rain gardens, and similar measures to reduce velocity, remove pollutants, settle turbidity, and generally improve water quality before sending it downstream.

12.3 Protect On-site and Downstream Waters. Undisturbed stream buffers decrease storm water velocity, store flood waters, filter pollutant and sediments, provide wildlife habitat and cooler temperatures, and encourage bio-diversity. No Disturbance Area shall be located within fifty (50) feet of an existing stream, and no new trees, shrubs, or ground cover may be planted outside of the Disturbance Area.

12.4 Conserve Energy, Reduce Waste Materials. The reduction of energy consumption within the Subdivision is important. All Dwellings shall be designed and located to maximize energy gain, and constructed to the standards of the Energy Star program. The use of sustainable native building materials and local materials and products is highly encouraged. Owners shall reduce construction waste by carefully planning their materials acquisition, and participating in local sorting and recycling programs.

12.5 Conserve Native Vegetation. Native trees, shrubbery, and groundcover may not be clear-cut outside of the Disturbance Area of any Lot. Trees outside of the Disturbance Area on a Lot may be thinned or pruned in accordance with good forestry practices and to maintain or improve views. Dead or diseased vegetation, trees, or shrubbery, and noxious weeds should be removed as required.

ARTICLE 13 OWNERS' MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to maintain its Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

13.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe and healthy condition.

13.2 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is a dangerous, unsafe, unsanitary, or unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement together with all expenses and fees of the Association shall be charged to the Owner, who agrees to pay promptly such amounts for work performed under this Section 13.2. All sums assessed to the Owner of a Lot under this Section 13.2, together with interest at the rate of one and one-half percent (1½%) per month, shall constitute an Assessment by the Association and shall be secured by a lien on such Lot in favor of the Association. The Association shall have all rights and remedies to enforce an Assessment under this Section 13.2 in the same manner as Assessments under Article 6.

13.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Declarant. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint or stain color or siding or trim materials will be made without the advance written consent of the Declarant.

13.4 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss provided, however, that alterations or deviations from the originally approved plans will require prior approval of the Declarant. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association at the expense of the Owner.

ARTICLE 14 CONSTRUCTION REGULATIONS

14.1 Required Construction Regulations. In order to ensure that the natural vegetation outside of the Disturbance Area is not damaged during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract between the Owner and his or her contractor on any Improvements on a Lot. Each Owner shall be bound by these regulations, and violations committed by the contractor shall be deemed a violation by the Owner for which the Owner is liable.

14.2 Marking of Disturbance Area. Prior to the commencement of construction, the Owner shall cause the perimeter of the Disturbance Area to be surveyed and marked in conjunction with the staking of the foundation and other Improvements. The Declarant may require the perimeter of the Disturbance Area to be fenced to prevent any intrusion.

14.3 Portable Office or Trailer. Any owner whose contractor desires to bring a temporary, portable office or trailer onto a Lot shall first apply for and receive written approval from the Declarant. The Declarant will work with the Owner to determine the best location for the portable office. The portable office will be located only in a location approved by the Declaration which shall be on the Owner's Lot and within the area that can be disturbed by construction or within driveway areas. The temporary office may not be installed prior to the commencement of construction and must be removed upon the first to occur of (a) the occupancy or the issuance of a certificate of occupancy from the Town, if available; (b) the termination, expiration, or cancellation of the building permit, or (c) the suspension of construction activities for a period of 60 days.

14.4 Construction Debris Removal. Owners and their contractors must comply with applicable Town ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot during construction. Owners and their contractors are responsible for collection of trash at the end of each workday and depositing construction trash, packing material, unusable scraps, and other debris in a suitable container. Lightweight material must be weighted down to prevent wind from blowing it away. Debris must be contained until removed from the Lot to an appropriate land fill. The dumpster must be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Lot. No concrete trucks may be cleaned out on any Lot or anywhere within the Subdivision.

14.5 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of the Dwelling or any other Improvements. Materials must be stored in neat stacks and covered. No more material may be delivered to the site than can reasonably be consumed in a week's time, provided that once the Dwelling is enclosed, materials may be stored inside, out of sight, indefinitely.

14.6 Sanitary Facilities. Each Owner is responsible for the installation and maintenance of an approved portable toilet facility on the site during construction. The portable toilet must be located on the Lot and must be removed from the site at such time as the permanent plumbing system is operational.

14.7 Removal of Mud. The Owner and each contractor are responsible for keeping mud from the construction site on such Owner's Lot from being deposited on the roadways of the Subdivision and adjacent public ways. This may require cleaning of truck tires before leaving the site.

14.8 Conservation of Landscape Materials. To the extent reasonably possible, native plant material removed from a Lot during the construction process should be preserved for replanting on the Lot. Topsoil, rock outcroppings, boulders, springs and seeps should be preserved.

14.9 Soil Conservation, Dust. At all times when the surface of the Lot is disturbed by construction activity, and re-vegetation has not been completed, the Owner and his contractor shall employ all reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

14.10 Blasting. In the event that it is necessary to blast in conjunction with the construction of any Dwelling or Improvement, the contractor must comply with all ordinances and regulations of the Town and the State of New Hampshire applicable to blasting.

14.11 Construction Sign. Once a Building Permit has been issued for construction on a Lot, the Owner shall install a sign identifying the Lot number, the street address, the primary contractor, and emergency contact information. The sign should not exceed six (6) square feet in size and must be removed upon occupancy or the issuance of a certificate of occupancy for the Dwelling. The Owner shall display and maintain weather-protected copies of the Building Permit and the Declarant's certificate of approval of the plans at the job site from the time of excavation of the foundation until the time of completion of construction.

14.12 Repair of Damage. The Owner is responsible for the prompt repair of any damage to properties owned by others, caused by or incidental to Owner's construction.

14.13 Duration of Construction. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling. If the Owner fails to comply with the provisions of this Section, then the approval given shall be deemed revoked unless the Declarant extends the time for commencement in writing. Any request for an extension shall be in writing. No extension shall be granted unless the Declarant finds that there has been a change in the circumstances under which the original approval was granted. The Declarant reserves the right to require a bond or other security to guarantee that construction is undertaken and completed as in accordance with the written approval and the other terms and conditions of this Declaration.

14.14 Enforcement. The Declarant shall have the right to: (a) enter and inspect any Lot to determine if any construction or alteration thereon is in accordance with this Declaration and any plans approved hereunder; (b) require an Owner to remove or revise any construction or alterations which are in violation of this Declaration; and (c) if after ten (10) days written notice of a violation, the Owner has not commenced reasonable action to remove or terminate such violation, the right to enter said premises and to do such acts as are necessary to terminate or extinguish said violation, the cost of which shall be assessed, in full, to the Owner of the Lot and shall be a lien thereon as otherwise provided in this Declaration

ARTICLE 15 MORTGAGEE PROTECTION

15.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

15.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions of Article 6 shall constitute a lien on each respective Lot prior and superior to all other liens except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; (b) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such Assessment or Assessments become due; and (c) the lien of the for assessments made by the as provided in the Master Declaration.

15.3 Mortgage Holder Rights in Event of Foreclosure. Any mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments by the Association and charges against the Lot which accrued

prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Lots in the Subdivision, including the Lot that has been acquired in accordance with the provisions of this Section.

15.4 Amendment. No provision of this Article 16 shall be amended without the prior written consent of at least two-thirds of all first Mortgagees on the Lots within the Subdivision as appear on the records of Merrimack County Registry of Deeds, as of the date of such amendment.

ARTICLE 16 DECLARANT'S SALES PROGRAM

16.1 Declarant's Sales Program. Notwithstanding anything in this Declaration to the contrary, until Declarant has sold all of the Lots owned by it in the Subdivision or the expiration of a reasonable sales period following twenty (20) years after the date on which this Declaration is filed for record in the office of the Merrimack County Registry of Deeds whichever first occurs, neither the Owners nor the Association shall interfere with the completion of improvements and the sale of all remaining Lots, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities, designed to accomplish or facilitate the sale of all Lots owned by Declarant:

16.1.1 Declarant shall have the right to maintain, locate and relocate from time to time one (1) or more sales offices and one (1) or more model Lots and homes at any one time. Such offices and or models may be on a Lot owned by the Declarant or one or more of any separate structures or facilities placed in the Subdivision for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

16.1.2 Declarant shall have the right to maintain, locate and relocate from time to time a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places in the Subdivision.

16.1.3 Declarant shall have the right to use the streets, trails and other areas designated for use by the Owners within the Subdivision to facilitate sales.

16.1.4 Declarant shall have the right to operate snow-cats, snowmobiles, ATV's and other such off-road vehicles as may be necessary within the Subdivision to facilitate sales.

ARTICLE 17 EXPANSION OF SUBDIVISION

17.1 Additional Land. Declarant shall have the unilateral right to add from time to time all or part of the Additional Land to the Subdivision and to this Declaration. Within a period of twenty (20) years after the date this Declaration is recorded, the Additional Land may be added to this Declaration and become a part of the Subdivision by the Declarant or its successor in interest recording a subdivision Plan describing the Additional Land and the lots created on it, and a Supplemental Declaration stating that it is the intention of the Declarant to add all or part of the Additional Land to the Subdivision, and to have that land be subject to this Declaration.

17.2 No Obligation to Expand. The Declarant reserves the right to add some or all of the Additional Land to the Subdivision, but Declarant is under no obligation to do so. The Additional Land, if not added to the Subdivision, may be developed in a manner that is different from that described in this Declaration.

17.3 Expansion in Phases. The Declarant may exercise its right to expand in one or more phases or stages, and the addition of some of the Additional Land does not obligate the Declarant to add the balance of the Additional Land to the Subdivision.

17.4 Consent and Waiver. By acceptance of a deed to a Lot, each Owner hereby consents to any such addition or expansion, and agrees to sign, if required, any amendment to the Plan for the Subdivision that is consistent with and conforms to this Declaration.

ARTICLE 18 MOUNTAIN RESORT DEVELOPMENT

18.1 Assumption of Risk, Waiver of Claims and Indemnification. Each Owner, by its purchase of a Lot within the Subdivision, hereby acknowledges that Ragged Mountain is a mountain resort community with Resort Activities, and each such Owner expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage related to any and all Resort Activities, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance may take place at any time(s) of the day or night); (b) noise caused by Resort Activities and participants; (c) view restrictions caused by installation, relocation and maturation of trees and shrubbery; (d) reduction in privacy, including that related to maintenance activities; (e) errant equipment; and (f) facilities design. Each such Owner agrees that neither a Developer Party, nor any Resort Activities participant (unless acting recklessly or in a willfully wrongful manner) shall be liable to an Owner or any other person for any Waived Claims. Each Owner hereby agrees to indemnify, defend and hold harmless the Developer Parties from and against any and all Waived Claims asserted by such Owner and/or by such Owner's visitors or tenants, and by others upon such Owner's Lot. Each Owner further covenants that the Developer Parties and the owners and operators of all Resort Activities shall have the right, in the nature of an easement, to subject all or any portion of the Subdivision to nuisances incidental to the maintenance, operation or use thereof, and to the carrying out of such Resort Activities.

18.2 Disclaimer Regarding Ski Resort. All Persons, including without limitation all Owners, are hereby advised that, expressly set forth in this Declaration, no representations, warranties or commitments have been or are made by the Declarant or any other Person with regard to the present or future development, ownership, operation or configuration of, or right to use, Ragged Mountain Ski Area including its ski runs, lifts or related facilities within, near or adjacent to the Property, whether or not depicted on the Plan, or any other land use plan, sales brochure or other marketing display, rendering or plan. No purported representation, warranty or commitment, written or oral, in such regard shall ever be effective without an amendment hereto executed by the Declarant. Further, the ownership, operation or configuration of, or rights to use, any such ski resort or related facilities may change at any time and from time to time. No Owner shall have any ownership interest in, or right to use, Ragged Mountain Ski Area or related facilities solely by virtue of: (a) his, her or its membership in the Association; or (b) his, her or its ownership, use or occupancy of any Lot or portion thereof.

18.3 Rights of Access. The owner of the Ragged Mountain Ski Area, its successors and assigns, and its members, invitees, spectators, employees, agents, contractors or designers shall at all times have a right and nonexclusive license of access and use over all roadways located within the Subdivision as reasonably necessary to travel to and from any entrance within the Subdivision to and from such Ragged Mountain Ski Area or related facilities and, further, over those portions of the Subdivision (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Ragged Mountain Ski Area and its facilities (including any portions thereof located within Ragged Mountain).

18.4 Ski Run Easements. There may be certain nonexclusive easements for ski runs, chair lifts, gondolas, towers, trails, bridges and accessways designated as such on one or more Plans of the Subdivision, or portions thereof, which may be used for skiing and snowboarding, grooming, maintenance and vehicle access, and unhindered access between said easements and the Ragged Mountain Ski Area. Nothing shall be placed or maintained in any such easement which shall interfere with the utilization thereof as part of the Ragged Mountain Ski Area, and all other Improvements within said easements (except those installed or constructed by the Declarant) shall require the approval of the owner of Ragged Mountain Ski Area benefited thereby.

18.5 Operation of the Ski Resort. Each Owner acknowledges that the operation and maintenance of any ski resort within, near or adjacent to the Subdivision, including but not limited to, all facilities that are now or hereinafter part of the Ragged Mountain Ski Area, will require that maintenance personnel and other workers perform work relating to the operation and maintenance of such ski resort at any time(s) of the day or night. In connection therewith, each Owner agrees that the Declarant, and the owner or owners of all or any portion of the Ragged Mountain Ski Area and the employees, agents and contractors of the Declarant and of such owners, shall not be responsible or accountable for, liable for and shall be held harmless from, any claims, causes of action, loss or liability arising in connection with or associated with any noise or inconvenience normally associated with such operation and maintenance activities.

18.6 Other Ski Resort Agreements. No Owner, and no guest, invitee, employee, agent or contractor of any Owner, shall at any time enter upon the Ragged Mountain Ski Area property, for any purpose (other than to engage in skiing or as a spectator or guest of the ski resort or to engage in other activities specifically permitted within the Ragged Mountain Ski Area, in each and every case subject to all rules and regulations of Ragged Mountain Ski Area and any club operated in connection therewith including, without limitation, all requirements relating to membership, fees and the like), and each Owner shall keep his, her or its pets and other animals off any property (and out of any related facilities) of the Ragged Mountain Ski Area at all times. No Owner shall (or permit his, her or its guests, invitees, employees, agents or contractors to) interfere in any way with skiing within Ragged Mountain or the Ragged Mountain Ski Area (whether in the form of physical interference, noise, harassment of skiers or spectators, or otherwise). Each Owner (for such Owner and its guests and invitees) recognizes, agrees and accepts that: (a) operation of a ski resort and related facilities will often involve parties, events and other gatherings (whether or not related to skiing, and including without limitation weddings and other social functions) at or on the Ragged Mountain Ski Area property, competitions, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout

the day, from early in the morning until late at night; (b) by their very nature, ski resorts present certain potentially hazardous conditions, which may include, without limitation, man-made or naturally occurring snow and topological features such as washes, gullies, canyons, uneven surfaces and the like; (c) grooming and snow making or related facilities may result in snow drifting or blowing onto adjacent or nearby Lots; and (d) neither such Owner nor its guests and invitees shall make any claim against the Developer Parties, any sponsor, promoter or organizer of any competition or other event, or the owner or operator of the Ragged Mountain Ski Area (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described or referenced in (a), (b) and (c) above, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise.

ARTICLE 19 GENERAL PROVISIONS

19.1 Remedies. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

19.1.1 Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

19.1.2 Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

19.1.3 The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

19.1.4 The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration nor a waiver of the right to take enforcement action with respect to a future violation of such covenants or any other violations.

19.2 Compliance. Each Owner shall comply with the provisions of the Governing Documents, this Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.

19.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

19.4 Limited Liability. Neither the Declarant, the Association, the directors of the Board, the Design Review Board or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

19.5 Term of Covenants, Renewal. This Declaration shall expire fifty years from the date it is first recorded in the Merrimack County Registry of Deeds, provided however that in the last year prior to expiration, this Declaration shall be automatically extended for successive periods of 20 years, unless, by a vote of at least two-thirds (2/3) of the then Owners of said Lots, it is agreed to amend or release this Declaration in whole or in part by an appropriate instrument in writing specifying the provisions to be amended or released, and by recording said instrument in the Merrimack County Registry of Deeds.

19.6 Amendment.

19.6.1 Amendments by Owners. Subject to the provisions of this Declaration, the Owners of 75% of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 75% of the Owners at the time of the amendment. No amendment which has the effect of substantially or materially altering the size, nature, or use of the Improvements on any Lot permitted by this Declaration will be binding upon the holder of any mortgage or trust deed on any Lot unless the mortgage or trust deed holder joins in the amendment. No amendment which eliminates the rights of the Declarant under this Declaration will be effective without the written consent of the Declarant. Any amendment authorized pursuant to this Section 19.6.1 shall be accomplished through the recordation of an instrument executed by the Association (and by Declarant if Declarant's consent is required).

19.6.2 Amendments by Declarant. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Lot. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith to make technical corrections to correct mistakes or remove/clarify ambiguities; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property, unless any such Owner shall consent thereto in writing. In addition to the foregoing, for period of ten (10) years after the date on which this Declaration is recorded in the Merrimack County Registry of Deeds, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner. Any amendment authorized pursuant to this Section 19.6.2 shall be accomplished through the recordation of an instrument executed solely by the Declarant.

19.7 Constructive Notice. Every Person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, easements and restrictions against his or her Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

19.8 Notices. All notices under this Declaration are deemed effective five (5) business days after the date of mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the property tax assessment rolls if no other address for an Owner is known. Notices delivered by hand are effective upon delivery.

19.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

19.10 Covenants Run with the Land. The covenants, conditions, and restrictions in this Declaration are covenants running with the land and shall burden and benefit the successors and assigns of the Declarant and the Owners for so long as the Declaration is in effect.

19.11 Assignability. Declarant may transfer and assign all or any portion of its rights and obligations under this Declaration.

19.12 Force Majeure. A prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, government delays, restrictions or control, declared state of emergency, pandemic (including COVID-19), government mandated quarantine, civil commotion, fire or other casualty, floods, earthquakes, unusual acts of the elements, breach of this Declaration by Declarant, the Association, or any Owner or anyone claiming through or under any of them, and/or any other causes beyond the reasonable control of the party obligated to perform (not including the financial conditions of such party) shall excuse performance by such party for a period equal to the delay caused by such prevention, delay or stoppage.

*{THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE(S) AND EXHIBITS FOLLOW.}*

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first above written.

[INSERT DECLARANT NAME]

By: _____

Name:

Title:

Duly Authorized

STATE OF _____
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me this ___ day of _____ 20__, by _____, /the _____ of _____, as his free act and deed and as the free act and deed of said _____.

Justice of the Peace/Notary Public

Name:

My Commission Expires:

**EXHIBIT A TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUBDIVISION**

(Legal Description of Subdivision)

The real property referenced in the foregoing instrument as the Subdivision is located in Merrimack County, New Hampshire and is more particularly described as:



RAGGED MOUNTAIN

DESIGN GUIDELINES

Updated 2023

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I. PURPOSE OF THE GUIDELINES

These Guidelines (the “Guidelines”) are purely advisory and established by SRK Holdings, LLC (“SRK” herein) for the Ragged Mountain Resort Community (the “Resort”).

The purpose of these Guidelines is to encourage the compatibility of all improvements with the overall design vision for the Resort. It is the goal of these Guidelines to provide a high-quality design aesthetic throughout the Resort, while preserving and accentuating the natural beauty of the mountain setting. Ragged Mountain has been carefully planned to include an assortment of single-family residences, multi-family residences, commercial improvements, and recreational amenities. Each use has its own unique design and functional considerations.

These Guidelines should be considered by all Owners and persons involved in new construction, renovations, additions, landscaping, or alteration to any improvement at the Resort. These Guidelines are a living document that may be amended from time to time by SRK.

The intent of these Guidelines is to encourage diversity and creativity while assuring reasonable visual harmony between neighboring properties and within the overall resort community.

II. THE ARCHITECTURAL VISION AT RAGGED MOUNTAIN

The Vision. . .

The Architectural Vision underscores and reflects the vision of the Resort. The architecture to be created should be tied to the rustic traditions of New England mountain and lake homes and thoughtfully woven into the natural environment. The architecture should endure for generations of families while embracing four-season activities, community, conservation, and land stewardship.

The Goals. . .

There are four core goals to the Architectural Vision that will preserve and enhance the Resort’s qualities:

1. *Be Thoughtful of the Existing Surroundings.*
2. *Create Architecture that is an Outgrowth of its Environment*
3. *Utilize Sustainable Design Principles*
4. *Contribute to the Sense of Community.*

1. *Be Thoughtful of the Existing Surroundings.*

When initiating development, it is important to take stock of the unique qualities and features of a site. This creates a framework for design that is respectful and responsive to each unique site.

Uses should be planned to minimize site disturbance. Tree removal should be limited to accommodate buildings and their appurtenances in order to maintain a diverse and healthy forest. New vegetation should be indigenous and non-invasive species. Grading and drainage designs should account for natural landforms and existing drainage patterns to minimize site disruption. Architecture should respond to each site and existing topography. Buildings should be designed to step with grade and landforms creating individual, site specific designs. The architecture should compliment the site rather than dominate the site.

2. *Create Architecture that is an Outgrowth of its Environment.*

The Architectural Vision recommends the use of indigenous building materials such as local stone, timbers, logs, wood and metals. Selected color schemes should compliment the natural landscape's pallet, using contrasting colors only as soft accents. Designs should be derived from a response to climate and should have an honest expression of structure.

3. *Utilize Sustainable Design Principles.*

New development is encouraged to take a sustainable approach to design and construction. An emphasis should be placed on environmental responsibility and "green" building practices. These principles range from siting a building in a manner that best responds to the climate, to minimizing erosion during construction, to using recycled materials for building. References that may be helpful resources for sustainable design include the Energy Star program and the Green Building Council's LEED System.

4. *Contribute to the Sense of Community*

For many, the impetus for investing in a mountain property is for the peace it provides. An individual's privacy should be a strong consideration in design whether the Owners or neighbors. Connecting the private realm to the public realm with semi-public spaces is encouraged. These spaces are transitional such as front porches, patios, terraces, and "outdoor rooms"; providing wonderful opportunities to enhance the architecture, site, and seasonally extend the living space of the residence.

III. SITE PLANNING AND DESIGN

A. *Introduction*

These Guidelines emphasize the sensitive treatment of the site's natural topography and vegetation. All improvements at the Resort should be in harmony with the surroundings.

B. *Siting Consideration*

Careful integration of buildings and improvements with the natural landscape is critical to successful, environmentally sensitive site planning. All structures, driveways and improvements are recommended to follow these parameters:

- ▶ Preserve the natural setting
- ▶ Optimize views and solar orientation

- ▶ Protect view corridors
- ▶ Protect and utilize distinctive natural features
- ▶ Reinforce the system of recreational connections
- ▶ Minimize grading and vegetation removal
- ▶ Maintain existing drainage patterns
- ▶ Minimize adverse impacts to adjacent properties

C. *Grading and Drainage*

Grading and drainage designs should minimize impacts on the site and off-site.

1. Grading

Building site selection should minimize the need for excessive grading. Standards for site grading include:

- ▶ Minimize grading design to accommodate the building, patios, driveways, parking areas, sidewalks and other site improvements. Stepping of buildings is encouraged on steeper sites. Extensive re-contouring of the site is discouraged. Grading should create natural appearing slopes.
- ▶ Slopes should not to exceed 2:1.
- ▶ Grading should not disturb slopes greater than 20%.
- ▶ Landscaping and site improvements should accommodate natural drainage courses, paths, ski trails, and/or easements. All areas disturbed by grading should be immediately re-vegetated or temporarily stabilized in winter conditions.

2. Drainage

In general, surface water is to flow overland to avoid drainage concentration and minimize runoff velocity. Best practices for site drainage include:

- ▶ Drainage swales be directed away from the center of impervious surfaces to avoid ice buildup. New drainage ways should appear and function as natural drainage courses.
- ▶ Drainage swales should be seeded and/or rock-lined to reduce flow velocity permit percolation, and improve water quality.
- ▶ Culverts should be used to direct drainage under driveways, sidewalks, walkways, etc.
- ▶ Trenching and/or excavation, in general, should not encroach within the dripline of existing trees to remain.

D. *Driveways and Parking*

1. Driveways

All driveways should be paved. Whenever possible, garages and driveways should be designed so that the Dwelling's garage doors are minimally visible from the street providing access to the Lot.

2. Parking on Lots

Each dwelling constructed should have a garage for at least two (2) cars and a driveway large enough to park at least one (1) additional car. Dwellings with more than three (3) bedrooms should have an additional off-street parking space for each such additional bedroom.

3. Parking on Streets

To maintain access for emergency vehicles, construction parking should be limited to just one side of a street.

4. Residential Utilities

Transformers and other utility appurtenances should be located clear of snow dump areas, plow paths, and remain accessible year round. Plantings should be used to soften the visual presence of such items.

E. Landscape Site Work

Landscape should emphasize the use of natural materials to ground the site elements and architecture to the surrounding landscape. Recycled materials may be used where ever possible to make sustainable construction and maintenance at the Resort a priority. The following is a list of site design elements and recommended standards:

- ▶ Landscape Retaining Walls should not exceed four (4) feet in height. If greater height is required, walls should be stepped in four (4) foot height increments, with a planting terrace between the stepped walls.
- ▶ Pedestrian paths should have sufficient slope for positive drainage. Paths may be of decomposed stone or pavers, with soft edges that merge with the adjacent planting areas.

F. Common Site Elements

- ▶ Fencing on Lots should be constructed of natural materials. Along roadways and in natural areas, rustic wood rail fences are encouraged. Perimeter fencing of a Lot is discouraged.
- ▶ Existing stone walls should be preserved whenever possible.
- ▶ Hot tubs or spas should be designed as an integral part of the primary residence and located to minimize off-site impacts.

G. Signage

- ▶ Identification signage should use a simple font, with characters no larger than 6 inches, and information should be legible to facilitate decision making, particularly from a car.
- ▶ Construction signs should include a location identifier, the name of the builder, and its emergency contact number.

H. Lighting

General lighting and illumination levels should be subdued. Lights should serve primarily as directional cues and for safety at stairs, walkways, and other areas that require visibility.

- ▶ The preservation of the night sky is as important. All exterior lighting should be full cutoff, with the field of light limited to the immediate vicinity it is intended to serve.
- ▶ All outdoor lighting should comply with the Town of Danbury Zoning Ordinance.

IV. ARCHITECTURAL GUIDELINES

This document seeks to provide a design framework imparting a harmonious overall vision for the Resort while allowing diversity of architectural character and detail. A variety of design solutions and details adds richness to the resort neighborhood.

A. Forms and Massing

Form is an important factor in establishing a design that blends comfortably with the landscape. Designs should consider additive elements such as porches, bay windows, dormers, balconies, doorways, and window patterns and present a clear expression of structure. The goal is to present a simple and honest home that responds to the topography and creates visual interest without being unnecessarily complex.

B. Building Height

It is intended that rooflines should step with the topography of the site and appear to be below the surrounding tree canopy when viewed from off-site.

For single-family residences, building heights should be limited to thirty-five (35) feet, as measured from the average finished grade surrounding the dwelling to the highest point of the roof. Architectural features such as chimneys, cupolas and weathervanes for example are excepted from this limitation but they should remain in proportion to the building as a whole.

In order to allow for larger glazing opportunities, it is recommended that dwellings have a minimum 9-foot floor-to-ceiling height at the first floor level.

C. Structural Expression/Integrity

Inherent in the heritage of New England mountain architecture is the honest and direct expression of building structure. This conveys a sense of protective shelter that can withstand the mountain climate. The direct expression of structural support also recalls the tradition of earlier wood and stone buildings of the region. To accomplish these aspects of the Resort's vision, these Guidelines encourage incorporation of the following design principles:

- ▶ Foundations should appear to be a strong platform to carry the weight of the structure.

- ▶ Roof framing offers an opportunity to express the structural integrity of the building while adding interest, character and individual identity. Beams, rafter, purlins and supporting brackets establish scale, detail and present a direct expression of the structural system.

Perhaps the most significant link to the rustic nature of the New England mountain region is the use of timber framing and log structural components in both interior and exterior applications. These timber and log structures are visually effective when the load-bearing system is honestly expressed.

D. Exterior Materials

- ▶ Natural wood and stone should be the primary exterior materials used. Stone can express structural mass for walls and chimneys. When used, it should be laid in a manner that appears structural, with careful fitting of individual pieces.
- ▶ The use of wood shakes is appropriate for the Resort's residences. Shakes add a varied texture and pattern to wall surfaces. They can provide individual expression through techniques that vary in size, texture and exposure.
- ▶ New England mountain architecture often employs vertical board and batten where a strip or batten is applied where vertical boards meet. A variation on this is the board and channel where the strip is recessed.
- ▶ Glazing adds variation to a façade and provides inspirational views from within. The scale of windows should be in proportion with other design features of the residence and where appropriate, combinations of windows can be used to compose a major window opening. Typically, a large window wall will be successful when it is set under a protective overhanging roof. Thermal properties of the glass should be considered relative to solar orientation and energy considerations.
- ▶ Builders in the mountain regions have long experimented with different types of wood siding. Such experimentation is encouraged. Various sized and profiles of wood siding may be used including clapboard, novelty edges, beveled, beaded, live, and channeled siding.
- ▶ Iron fits this architectural style, and can express a secondary structural component. Appropriate uses include banding at column tops and bases, crossties, and timber connections. The use of iron components can add subtle and artistic characteristics.

E. Doors and windows

Doors and windows link the architecture to the heritage and craft of New England mountain architecture. Doors and windows provide an important transparency between indoor and outdoor spaces and the opportunity to capture panoramic views of the surrounding landscape.

- ▶ Through creative artistic design, the primary entry door of a residence can be a welcoming expression of home and reflect the personality of the architecture and Owner.
- ▶ Generally, windows should include headers and sills of timber or stone or arches that represent the structural support for the window opening in the stone wall.

- ▶ When set within wood, timber and shingle walls, windows should be trimmed on all sides. This trim can be made of multiple board members to express a classic crafted opening and may be painted or stained.
- ▶ To further recall the architectural heritage of the region, individual windows and divided lites should have simple, square or vertical proportions as opposed to horizontal or complex shapes. Large window openings should be made up of multi-pane assemblies to assure a residential scale. When used, divided panes should be authentic or use internal spacer bars to simulate true divided panes.

F. Roofs

Given the summer rain and winter snow at the Resort, roofs play a vital role in the architecture both functionally and aesthetically. Overall, roofs should convey a sense of shelter and protection and provide a welcome retreat on shaded porches and terraces. They also establish scale and interest through a successful composition of varied pitches and forms.

Both practically and visually it is important to keep basic roof forms simple and to strive to avoid complex intersections and potential ice problems. Roofs should be designed to efficiently deal with regional conditions and simple forms achieve this goal in terms of shedding snow efficiently and directing runoff as the weather warms and the snow melts from the roof. Dormers are encouraged to enhance the architectural scale, to allow natural daylighting and to create individual identity and character.

Although the common roofing material for New England mountain architecture has historically been wood shake, architectural grade asphalt shingles and metal roofs are an encouraged alternative. Metal roofing is a common selection for use over lower porch roofs and thus is encouraged for use on secondary roof elements, or for the primary roofs. If metal roofing is used, however, snow guards should be used to reduce the potential for snow avalanching.

In support of energy-efficient design, it is important to consider solutions such as well-ventilated cold roofs or super-insulated roofs to prevent ice dams, in lieu of applied heat to melt away the problem.

G. Porches

As part of a residential design, porches offer attributes that enhance the resort lifestyle. Porches provide a welcome link to the neighborhood, extend the opportunity for outdoor living in a sheltered space, and convey a sense of casual relaxation. Therefore, these Guidelines encourage the incorporation of porches that front on a public area, pathway, street or ski trail. The design of porches in terms of configuration, detail, materials, and color provide a great opportunity for individual expression and architectural expression. When properly designed with sheltering roofs, porches also serve as effective protection against snow shed from higher roofs.

H. Fireplaces, Chimneys, Flues and Roof Vents

A strong part of the mountain heritage of the Resort is found in the welcoming warmth and relaxation offered by a fireplace. The exterior expression of this feature is the chimney. The scale and form of chimneys should relate to the primary structure in order to add balance or

provide a counterpoint to the primary forms of the building. Chimney caps offer an opportunity for individual artistic expression in stone or metal. Spark attenuators should always be used on chimney flues serving wood-burning fireplaces.

Large flues and mechanical vents should be consolidated when feasible and hidden within a chimney enclosure. Small flues such as plumbing vents may be exposed and painted to match the adjacent roof.

I. Handrails

Handrails on exterior stairs, balconies, decks and porches are typical of New England mountain architecture. Attention to the design and detailing of this building element is strongly encouraged. The materials for handrails should either be consistent with the elements of the primary structure or made of a complementary wood or metal. Generally, guardrails should be open visually with space between adjacent members rather than solid panels.

J. Colors

There are two important aspects to building color within the Resort. The first is the predominant color palette of overall building forms – the major exterior exposures of walls and roof. The second is the accent found on details and trim.

The primary goal for major building forms is to blend into the colors and textures of the trees, soils and rocks of the native landscape or historic colors of surrounding towns. Mountain architecture features a natural earth tone color for siding, enhanced by soft colorful trim for window and doors. White trim is discouraged.

Major wood wall materials, including siding, shingles, timbers and logs, should be treated or stained to enhance or emulate the natural colors and qualities of the wood. Stain should be semi-transparent and in color tones ranging from russet to gray-tan and brown to bring out the natural qualities of the wood.

When composite shingle roofing is used, shingles should be in the colors of brown-green, gray-green or medium to dark grays. Metal roofing should be allowed to patina to its natural color.

The color of details and trim can offer a touch of individual identity and interest. The color of window frames and small details can either be the same as the primary wall materials or may be from a broad range of colors that accentuate earth tone colors.

Exterior equipment such as compressors, flues, vents should be finished or painted brown or beige or gray to match the color of the nearest primary building material.

K. Garages and Garage Doors

In order to present the character of a mountain retreat, strong consideration should be given to the visual image and orientation of garage doors. The design principle of “architecture forward,” whereby the visual awareness of garage doors is minimized from the primary frontage, should be

incorporated at the Resort. Various techniques should be considered such as rotating the garage orientation, separating the garage from the home or providing a detached garage.

Garages attached to the residence should be located and oriented to be subordinate to the home. The primary exposure to the main frontage should be the residence, rather than garage doors. Where conditions require the garage doors to front the primary exposure, design techniques should be used to reduce the visual impact of the doors. These techniques include setting garages back from the front of the home or placing them within the recesses and shadows of other building forms. Garages may be attached to the residence or be free-standing.

L. Exterior Equipment, and Solar Panels

All exterior mechanical, electrical and other utility equipment, such as air conditioning units, metering devices, transformers, utility service lines and the like, should be concealed from public view and adjacent homes. Wall-mounted utilities should be screened using landscaping or similar materials as exterior walls, with exposure only as required by utility companies for meter reading.

Solar panels, if used, are to be integrally designed into the roof structure and located so as to be visually shielded from common areas, privately owned amenities and adjacent homesites to be greatest extent possible.

V. LANDSCAPE DESIGN

Sensitivity to the existing environment is a core goal for the Resort. As a result, special landscape considerations are recommended for areas where development occurs. The following is a list of recommended landscape design standards:

- ▶ The successful completion of a landscape/revegetation plan that responds to the design themes and environmental sustainability goals cited herein shall result in a site that does not appear “manicured”. All plant materials should be either native or naturalized to the region and appropriate to the local hardiness zone.
- ▶ Lawns or turf grass should be minimized.
- ▶ Areas disturbed by site development or construction should be restored to reflect the characteristics of the natural landscape.
- ▶ Healthy trees and existing vegetation are valued and should be preserved whenever possible. Trees within 30 feet of the construction area should be protected during construction. Site fill should not be placed within the drip line of remaining trees.

