PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form

NEW HAMPSHIRE REALTORS

TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** Delores M. Gyorke George Gyorke Jr.
2. **PROPERTY LOCATION:** 3 Logan Way Ossipee NH 03890
3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ___Yes ✓No
4. **SELLER:** ✓has ___has not occupied the property for 5 years.
5. **WATER SUPPLY**

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM: ___Public ✓Private ___Seasonal ___Unknown
___Drilled ___Dug ✓Other POINTED WELL

b. INSTALLATION: Location: IN FRONT YARD, 33FT STRAIGHT FROM FAUCET ON FRONT OF H
Installed By: THE WASH WELL Co. SWANSEY, NH Date of Installation: APRIL 27, 2021
What is the source of your information? I MEASURED THE LOCATION MYSELF. AND;
WASH WELL SAYS, 43 49.859 } MAP 002
71 16.369 } LOT 001000
(GPS)

c. USE: Number of persons currently using the system: 2
Does system supply water for more than one household? ___Yes ✓No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: ___Yes ✓No ___N/A Quantity: ___Yes ✓No
Quality: ___Yes ✓No ___Unknown
If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? ✓Yes ___No Date of most recent test 09-17-2021
IF YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ✓Yes ___No
IF YES, are test results available? ✓Yes ___No
What steps were taken to remedy the problem? _____
COMMENTS: _____

6. **SEWAGE DISPOSAL SYSTEM**

a. TYPE OF SYSTEM: Public: ___Yes ✓No Community/Shared: ___Yes ✓No
Private: ✓Yes ___No ___Unknown
Septic Design Available: ✓Yes ___No

b. IF PUBLIC OR COMMUNITY/SHARED
Have you experienced any problems such as line or other malfunctions? ___Yes ✓No
What steps were taken to remedy the problem? _____

c. IF PRIVATE:
TANK: ✓Septic Tank ___Holding Tank ___Cesspool ___Unknown ___Other
Tank Size 1250 Gal. ___Unknown ___Other
Tank Type ✓Concrete ___Metal ___Unknown ___Other _____
Location: APPROX 13' FROM BULKHEAD END OF HOUSE AND 24' OUT FROM BACK OF HOUSE ___Location Unknown. Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? ✓Yes ___No
COMMENTS: SEPTIC TANK IS LOCATED APPROX. 13' FROM BULKHEAD END OF HOUSE AND APPROX. 24' STRAIGHT OUT FROM BACK OF HOUSE.

SELLER(S) INITIALS DMG GG Jr. BUYER(S) INITIALS _____ / _____

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PROPERTY LOCATION: 3 Logan Way Ossipee NH 03890

d. LEACH FIELD: ✓Yes ___No ___Other _____

IF YES, Location: BEHIND HOUSE, PARALLEL TO HOUSE Size: 38FT X 20FT ___Unknown

Date of installation of leach field: 07-14-2021 Installed By: E&R EXCAVATION

Have you experienced any malfunctions? ___Yes ✓No

Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ___Yes ✓No ___Unknown

IF YES, has a septic system evaluation been done within 180 days? ___Yes ___No ___Unknown

Date of Evaluation: _____

Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU, 603-271-3501

7. INSULATION

LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
Attic or Cap	✓			R38 HD BATT	1650 SF	
Crawl Space						
Exterior Walls	✓			R21 & STD HOUSE WRAP	175 LFt	
Floors		✓				

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - **Current or previously existing**:

Are you aware of any past or present underground storage tanks on your property? ___Yes ✓No ___Unknown

IF YES: Are tanks currently in use? ___Yes ___No

IF NO: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Are you aware of any past or present problems such as leakage, etc? ___Yes ___No

Comments: _____

If tanks are no longer in use, have the tanks been removed? ___Yes ___No ___Unknown

Comments: _____

b. ASBESTOS - **Current or previously existing:**

As insulation on the heating system pipes or ducts? ___Yes ✓No ___Unknown

In the siding? ___Yes ✓No ___Unknown In the roofing shingles? ___Yes ✓No ___Unknown

In flooring tiles? ___Yes ✓No ___Unknown Other _____ ___Yes ___No ___Unknown

If YES, Source of information: _____

Comments: _____

c. RADON/AIR - **Current or previously existing:**

Has the property been tested? ___Yes ✓No ___Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ___Yes ___No

Are test results available? ___Yes ___No

Comments: _____

SELLER(S) INITIALS DWH / _____ BUYER(S) INITIALS _____ / _____

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NEW HAMPSHIRE REALTORS

TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 3 Logan Way Ossipee NH 03890

d. RADON/WATER - **Current or previously existing:**
Has the property been tested? ___Yes ✓No ___Unknown
If YES: Date: _____ By: _____
Results: _____ If applicable, what remedial steps were taken? _____
Has the property been tested since remedial steps? ___Yes ___No
Are test results available? ___Yes ___No Comments: _____

e. LEAD-BASED PAINT - **Current or previously existing:**
Are you aware of lead-based paint on this property? ___Yes ✓No
If YES: Source of information: _____
Are you aware of any cracking, peeling, or flaking lead-based paint? ___Yes ✓No
Comments: _____

f. Are you aware of any other hazardous materials? ___Yes ✓No
If YES: Source of information: _____
Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?
✓Yes ___No ___Unknown If YES, Explain: SOARING HEIGHTS OWNERS ASSOCIATION LISTS 12 ARTICLE
What is your source of information? BY LAWS OF SOARING HEIGHTS OWNERS ASSOCIATION

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?
✓Yes ___No ___Unknown If YES, Explain: THERE ARE ANNUAL FEES FOR PROPERTY OWNERS AS WELL AS AVIATION ASSOCIATION DUES.
What is your source of information? BY LAWS SHOA

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?
___Yes ✓No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property?
___Yes ✓No If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?
___Yes ✓No ___Unknown If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone?
___Yes ✓No ___Unknown Comments: _____

g. Has the property been surveyed?
___Yes ✓No ___Unknown If YES, By: _____
If YES, is survey available? ___Yes ___No ___Unknown

h. How is the property zoned? RESIDENTAL

i. **Heating System** Age: 5 YRS Type: RINNAI Fuel: PROPANE Tank Location: BEHIND HOUSE
Owner of Tank: WHITE MOUNTAIN OIL AND PROPANE
Annual Fuel Consumption: NOV 2025 - MAY 2026 Price: $1179.30 Gallons: 514.9
Date system was last serviced and by whom? SEPTEMBER 14, 2026 BY WHITE MTN OIL & PROPANE
Secondary Heat Systems: NONE
Comments: _____

j. **Roof** Age: 5 YRS Type of Roof Covering: IKO ARCHITECTURAL SHINGLES OVER 7/16 OSB SHEATHING
Moisture or leakage: NONE
Comments: _____

SELLER(S) INITIALS DMW / KG BUYER(S) INITIALS _____ / _____

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NEW HAMPSHIRE REALTORS

TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 3 Logan Way Ossipee NH 03890

k. **Foundation/Basement** ✓Full __Partial __Other: _____ __Type: CONCRETE BASEMENT
Moisture or leakage: NONE
Comments: _____

l. **Chimney(s)** How Many? 0 Lined? _____ Last Cleaned: _____ Problems? _____
Comments: _____

m. **Plumbing** Type: PEX PLUMBING STD Age: 5 YRS
Comments: _____

n. **Domestic Hot Water** Age: 5 YRS Type: ELEC HYBRID Gallons: 40

o. **Electrical System** # of Amps 200 ✓Circuit Breakers __Fuses
Comments: _____
Solar Panels: __Leased __Owned If leased, explain terms of agreement: _____
Comments: _____

p. **Modifications**: Are you aware of any modifications or repairs made without the necessary permits? __Yes ✓No
If Yes, please explain: _____

q. **Pest Infestation:** Are you aware of any past or present pest infestations? ___Yes ✓No Type: _____
Comments: _____

r. **Methamphetamine Production** Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) ___Yes ✓No If YES, please explain: _____

s. **Air Conditioning** Type: _____ Age: _____ Date Last Serviced and by whom: _____
Comments: _____

t. **Pool** Age:_____ Heated: ___Yes __No Type:_____Last Date of Service: _____
By Whom: _____

u. **Generator** Portable: ___Yes __No Whole House: ___Yes __No Kw/Size: _____ Last Date of Service: _____
If Portable: ___Included ___Negotiable
Comments: _____

v. **Internet** Type Currently Used at Property: _____

w. **Other** (e.g. Alarm System, Irrigation System, etc.) _____
Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS DMW / KCP BUYER(S) INITIALS _____ / _____

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PROPERTY LOCATION: 3 Logan Way Ossipee NH 03890

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?
__Yes __No

b. ADDITIONAL COMMENTS:

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE *KNOWN* INFORMATION TO BUYER(S).

Delores McGuirk SELLER 10/15/26 DATE

SELLER 10-15-2026 DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER DATE BUYER DATE

SELLER(S) INITIALS DMM / _____ BUYER(S) INITIALS _____ / _____

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DocuSign Envelope ID: B51B2752-30F8-4485-A702-8D184729EB5B

PROPERTY DISCLOSURE RIDER
CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
(To be used in conjunction with Property Disclosure - Residential)
New Hampshire Association of REALTORS® Standard Form

In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: Delores M. Gyorke George Gyorke3JrLogan Way Ossipee NH 03890
2. Association Name (if applicable): SOARING HEIGHTS OWNERS ASSOCIATION
3. Property Manager/Agent: DAVID SWIFT Phone: 603-662-2226
4. GENERAL AND LEGAL
   - a. Are there any Association or Corporation approvals required for transfer of Ownership? __ Yes ✓ No __ Unknown
   - b. Is there a time share operation existing at Property? __ Yes ✓ No __ Unknown
   - c. Is there a vacation rental operation or other organized rental program at Property? __ Yes ✓ No __ Unknown
   - d. Are you aware of any rental, use or age restrictions? __ Yes ✓ No __ Unknown
   - e. Number of allocated parking spaces available for this unit: N/A
   - f. Are you aware of any pending or existing litigation? __ Yes ✓ No If Yes, please explain: _____
   - g. Are the minutes of the Condominium Association annual meeting available? ✓ Yes __ No __ Unknown
   - h. Are there any pet policies? Restrictions: __ Yes ✓ No Dogs/Cats Allowed: ✓ Yes __ No
5. MASTER INSURANCE POLICY
   - a. Name of Company: _____
   - b. Name of Agent: _____ Phone: _____
6. FINANCIAL ANNUAL
   - a. ~~Monthly~~ maintenance fee(s): $ 600.00
   - b. What do the monthly fees include?
     - __ Air Conditioning
     - __ Cable TV Signal
     - __ Electricity
     - __ Garage/Parking
     - __ Gas
     - __ Hot Water
     - __ Landscaping
     - __ Lot Rent
     - __ Real Property Tax
     - __ Recreation/Community Association Dues
     - ✓ Road Maintenance
     - __ Sewer
     - __ Snow Removal
     - __ Trash Removal
     - __ Water
     - ✓ Other: $274.00 AVIATION RIGHTS
   - c. Are there any additional fees? If so, please specify: NO
   - d. Are you aware of any special assessments or loans in effect at this time? __ Yes ✓ No
     If Yes, explain: _____

Additional Comments: _____

7. **ACKNOWLEDGEMENTS:**
SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER 10-15-2026 DATE Delores M Gyorke SELLER 10/15/26 DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL AND OTHER ADVISORS.

BUYER DATE BUYER DATE

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E Doc # 2103827 03/15/2021 11:55:57 AM
Book 3575 Page 52 Page 1 of 2
Register of Deeds, Carroll County
LCHIP CAA129479 25.00
TRANS TAX CA924693 375.00

Lisa Scott

T/S $375

Space above this line for recording information.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Soaring Heights, Inc.,** a New Hampshire corporation, with principal place of business in West Ossipee, Town of Ossipee, County of Carroll and State of New Hampshire, for consideration paid, grants to **George Gyorke, Jr. and Delores M. Gyorke,** as joint tenants with rights of survivorship, with a mailing address of: P.O. Box 480, West Ossipee, New Hampshire 03890, with WARRANTY COVENANTS the following:

A certain tract or parcel of land situated in West Ossipee, Town of Ossipee, County of Carroll and the State of New Hampshire, being Lot #1 as shown and depicted on a plan entitled "Proposed 63 Lot Subdivision and Boundary Line Adjustment prepared for Soaring Heights Corporation", recorded in the Carroll County Registry of Deeds at Plan Book 165, Pages 1 and 2.

There is conveyed as appurtenant to Lot #1 the right to use all roadways in the development known as Soaring Heights, Inc.

The above described Lot #1 situate within the development known as Soaring Heights is conveyed subject to and together with all rights, duties, covenants, conditions and obligations as set forth in a certain Declaration of Covenants, Restrictions and Easements of Soaring Heights, Inc. heretofore recorded in the Carroll County Registry of Deeds, the same being incorporated herein by reference.

Soaring Heights, Inc. acquired the premises which in part consists of Lot #1 by virtue of deed of conveyance from Ralph Floria, said deed having been recorded at Book 1605, Page 368 of the Carroll County Registry of Deeds. Ralph Floria acquired title to the premises in question by virtue of deed from Daniel A. Hayford and Aviation Realty Corporation recorded at Book 1540, Page 677.

Pursuant to Paragraph #9 of the deed from Ralph D. Floria to Soaring Heights, Inc., recorded at Book 1605, Page 368, and with specificity at Book 1605, Page 372, Paragraph #9, Soaring Heights, Inc. as grantor and successor to said Hayford and said Floria gives notice to a certain set of Restrictions, recorded at Book 1766, Page 384, pertaining to the overall development by Soaring Heights, Inc. that the same have replaced present existing Restrictions imposed thereon by the initial developer as more particularly set forth in the deed from Floria to Soaring Heights, Inc. recorded at Book 1605, Page 368 of the Carroll County Registry of Deeds, it being noted that Soaring Heights, Inc. is a separate development from Windsock Village and the scheme of development by Soaring Heights, Inc. does not in any way make substantial changes in the contemplated character of the community. As amended by Amendment to Declaration of Covenants, Restrictions and

Easements of Soaring Heights, Inc. recorded on January 12, 2009 at Book 2758, Page 114. See also Bylaws of Soaring Heights Owners Association recorded at Book 1766, Page 384, Design Review Guidelines of Soaring Heights Owners Association recorded on May 2, 2011 at Book 2927, Page 875 at the Carroll County Registry of Deeds.

Pursuant to rights acquired by the grantor from Ralph Floria and rights acquired by him from Daniel Hayford and Aviation Realty Corporation, Lot #1 is designated to receive aviation rights entitling the owner thereof to the common right to use the airstrip in Windsock Village for aviation purposes. By acceptance of this deed and this right, the grantee shall become members of a separate organization known as Windsock Village Aviation Corporation. The grantee shall, as members thereof, be entitled to vote and shall be subject to all reasonable rules, regulation and the like, including obligations to pay costs and expenses for use of the airstrip.

Meaning and intending to describe and convey a portion of those premises conveyed to the Soaring Heights, Inc. by virtue of deed of conveyance from Ralph Floria, recorded at Book 1605, Page 368 in the Carroll County Registry of Deeds.

The Office of Sager & Smith, PLLC prepared this deed from information supplied by the grantor herein and, at the request of the grantor, no independent title examination has been undertaken, nor did Sager & Smith, PLLC verify the accuracy of the representations contained herein.

Executed this 10th **day of** March **2021.**

Soaring Heights, Inc.

Ralph Floria, President

Ralph Floria, Director
Duly authorized officer

STATE OF Arizona
COUNTY OF Maricopa

This instrument was acknowledged before me on this 10th day of March 2021 by Ralph Floria, duly authorized Director of Soaring Heights, Inc. The subscribing party acknowledged that he executed the same as his voluntary act and deed and for the purposes contained herein.

SUZANNE BODROGI
Notary Public - Arizona
Maricopa County
Commission # 546610
My Comm. Expires Jun 14, 2022

Suzanne Bodrogi

Notary Public
Print Name: Suzanne Bodrogi
My Commission Expires: June 14, 2022

Town of Ossipee
PO Box 67
Center Ossipee, NH 03814-0067

GYORKE, GEORGE JR
GYORKE, DELORES M
PO BOX 480
W OSSIPEE, NH 03890-0480

2025 OSSIPEE PROPERTY TAX -- BILL 2 OF 2

Invoice: 2025P02030901
Billing Date: 12/29/2025
Payment Due Date: **01/30/2026**
Amount Due: **$ 3,077.00**

8% APR Charged After 01/30/2026

Please mail in the bottom section of this tax bill with your check, Payable to: Town of Ossipee. If you wish, you can pay online at, Ossipee.org, Tax Collector, Tax Kiosk. Any payment returned to the Town of Ossipee either by check or an online payment, they will be assessed a $25.00 fee, plus any additional costs incurred during the collection process. Please read the back of this tax bill FOR INFORMATION TO TAXPAYERS, PER RSA 76-:11-a.

Property Owner

Owner: GYORKE, GEORGE JR
GYORKE, DELORES M

Property Description

Map: 000002 **Lot:** 001000 **Sub:** 000000
Location: 3 LOGAN WAY **Acres:** 1.010

Tax Rates		Assessments	
County:	$ 0.74	**Land:**	110,000
School:	$ 7.22	**Current Use Credit:**	0
Town:	$ 3.69	**Buildings:**	276,100
State Education:	$ 1.12	**Total:**	386,100
West Oss.:	$ 1.59		
Total Tax Rate:	**$ 14.36**	**Net Value:**	**386,100**

Summary Of Taxes

Total Tax:	$ 5,544.00
- First Bill:	$ 2,467.00
- Abated/Paid:	$ 0.00
- Veteran Credits:	$ 0.00

Amount Due By 01/30/2026: **$ 3,077.00**

2025 OSSIPEE PROPERTY TAX -- BILL 2 OF 2

Town of Ossipee
Monday thru Friday 8:00 am - 4:30 pm
Phone: 603-539-2008

Tax Collector: Kellie J. Skehan

Mailed To:
GYORKE, GEORGE JR
GYORKE, DELORES M
PO BOX 480
W OSSIPEE, NH 03890-0480

Owner: GYORKE, GEORGE JR
GYORKE, DELORES M
Location: 3 LOGAN WAY
Map: 000002 **Lot:** 001000 **Sub:** 000000
Invoice: 2025P02030901

Amount Due By 01/30/2026: **$ 3,077.00**

Remit To:
Town of Ossipee
PO Box 67
Center Ossipee, NH 03814-0067

RETURN THIS PORTION WITH PAYMENT **REMITTED AMOUNT:**

Town of Ossipee
PO Box 67
Center Ossipee, NH 03814-0067

GYORKE, GEORGE JR
GYORKE, DELORES M
PO BOX 480
W OSSIPEE, NH 03890-0480

2026 OSSIPEE PROPERTY TAX -- BILL 1 OF 2

Invoice: 2026P01030307
Billing Date: 05/15/2026
Payment Due Date: **07/01/2026**
Amount Due: **$ 2,776.00**

8% APR Charged After 07/01/2026

Please mail in the bottom section of this tax bill with your check, Payable to: Town of Ossipee. If you wish, you can pay online at, Ossipee.org, Tax Collector, Tax Kiosk. Any payment returned to the Town of Ossipee either by check or an online payment, they will be assessed a $25.00 fee, plus any additional costs incurred during the collection process. Please read the back of this tax bill FOR INFORMATION TO TAXPAYERS, PER RSA 76-:11-a.

Property Owner

Owner: GYORKE, GEORGE JR
GYORKE, DELORES M

Property Description

Map: 000002 **Lot:** 001000 **Sub:** 000000
Location: 3 LOGAN WAY **Acres:** 1.010

Tax Rates		Assessments	
County:	$ 0.37	**Land:**	110,000
School:	$ 3.61	**Current Use Credit:**	0
Town:	$ 1.85	**Buildings:**	276,100
State Education:	$ 0.56	**Total:**	386,100
West Oss.:	$ 0.80		

Summary Of Taxes

First Bill:	$ 2,776.00
- Abated/Paid:	$ 0.00
- Veteran Credits:	$ 0.00

Amount Due By 07/01/2026: **$ 2,776.00**

Total Tax Rate:	$ 7.19 *	**Net Value:**	**386,100**

*** First Bill Tax Rate Equals 1/2 Last Year's Final Tax Rate**

2026 OSSIPEE PROPERTY TAX -- BILL 1 OF 2

Mailed To:
GYORKE, GEORGE JR
GYORKE, DELORES M
PO BOX 480
W OSSIPEE, NH 03890-0480

Town of Ossipee
Monday thru Friday 8:00 am - 4:30 pm
Phone: 603-539-2008

Tax Collector: Kellie J. Skehan

Owner: GYORKE, GEORGE JR
GYORKE, DELORES M
Location: 3 LOGAN WAY
Map: 000002 **Lot:** 001000 **Sub:** 000000
Invoice: 2026P01030307

Amount Due By 07/01/2026: **$ 2,776.00**

Remit To:
Town of Ossipee
PO Box 67
Center Ossipee, NH 03814-0067

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT:

Town of Ossipee Print Now

Parcel ID: 000002-001000-000000 (CARD 1 of 1)
Owner: GYORKE, GEORGE JR
GYORKE, DELORES M
Location: 3 LOGAN WAY
Acres: 1.010

General

Valuation	
Building Value:	$266,000
Features:	$10,100
Taxable Land:	$110,000
Card Value:	$386,100
Parcel Value:	$386,100

Review and Pay Property Taxes Online

Listing History	
List Date	**Lister**
05/02/2025	WGPR
01/25/2023	JMPU
05/17/2022	JMRM
05/02/2022	JMPU
01/19/2022	JMRI

Districts	
District	**% In Dist.**
Cntr Oss.	000
West Oss.	100
Oss. Crnr	000

Notes: (OLD PID:000002 000150 000001) MOSTLY LEVEL SOME TREES ON LOT, NOT HEAVILY WOODED; 2022 NEW HOME W/MR, MRS ;2023 3X8 ADDITION NOT STARTED; 2025-PU XFOB, SKETCH;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2025	$266,000	$10,100	$110,000	Cost Valuation	$386,100
2024	$265,800	$1,500	$110,000	Cost Valuation	$377,300
2023	$265,800	$1,500	$110,000	Cost Valuation	$377,300
2022	$175,900	$2,500	$52,300	Cost Valuation	$230,700
2021	$0	$1,000	$24,800	Cost Valuation	$25,800
2020	$0	$1,000	$24,800	Cost Valuation	$25,800
2019	$0	$1,000	$24,800	Cost Valuation	$25,800
2018	$0	$1,000	$21,200	Cost Valuation	$22,200
2017	$0	$1,000	$21,200	Cost Valuation	$22,200
2016	$0	$1,000	$21,200	Cost Valuation	$22,200
2015	$0	$1,000	$21,200	Cost Valuation	$22,200
2014	$0	$0	$25,000	Cost Valuation	$25,000
2013	$0	$0	$25,000	Cost Valuation	$25,000
2012	$0	$0	$25,000	Cost Valuation	$25,000
2011	$0	$0	$25,000	Cost Valuation	$25,000
2010	$0	$0	$25,000	Cost Valuation	$25,000
2009	$0	$0	$37,500	Cost Valuation	$37,500
2008	$0	$0	$37,500	Cost Valuation	$37,500
2007	$0	$0	$37,500	Cost Valuation	$37,500
2006	$0	$0	$37,500	Cost Valuation	$37,500

Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
03/15/2021	VACANT	YES	$25,000	SOARING HEIGHTS INC	3575	0052
02/01/1995	VACANT	YES	$1	FLORIA, RALPH D	1605	0368
08/20/1993	VACANT	YES	$1	HAYFORD, DANIEL A	1540	0677

Land

Size: 1.010 Ac.
Zone: 10 - RUR SOARING HTS IMP
Neighborhood: AVERAGE+10
Land Use: 1F RES

Site: AVERAGE
Driveway: PAVED
Road: PAVED

Taxable Value: $110,000

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Topo	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	1.000 AC	100,000	F	110	100	100	100	100 LEVEL	100	110,000	0	N	110,000	
1F RES	0.010 AC	2,500	X	100	0	0	0	100	100	0	0	N	0	

Building

1 STORY RANCH Built In 2021

Roof: GABLE OR HIP
ASPHALT
Exterior: VINYL SIDING
Interior: DRYWALL
Flooring: LINOLEUM OR SIM
Heat: GAS
FA NO DUCTS

Bedrooms: 3
Bathrooms: 2.0
Fixtures: 0
Extra Kitchens: 0
Fireplaces: 0
Generators: 0
AC: NO

Quality: AVG+10
Size Adj. 0.9669
Base Rate: 140.00
Building Rate: 0.9679

Sq. Foot Cost: 135.50
Effective Area: 2,003
Gross Living Area: 1,656

Cost New: $271,407

Depreciation

Normal	Physical	Functional	Economic	Temporary	Total Dpr.	Assessment
AVERAGE 2%	0%	0%	0%	0%	2%	$266,000

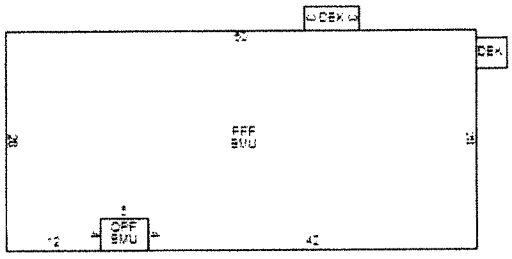
Features

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes
PAVING 1500	1		100	1500.00	100	$1,500	
SOARING HEIGHT COMN	1		100	0.00	100	$0	
CONCRETE SLAB	1512	36 x 42	71	8.00	100	$8,588	2025
					Total:	**$10,100**	

Photo



Sketch

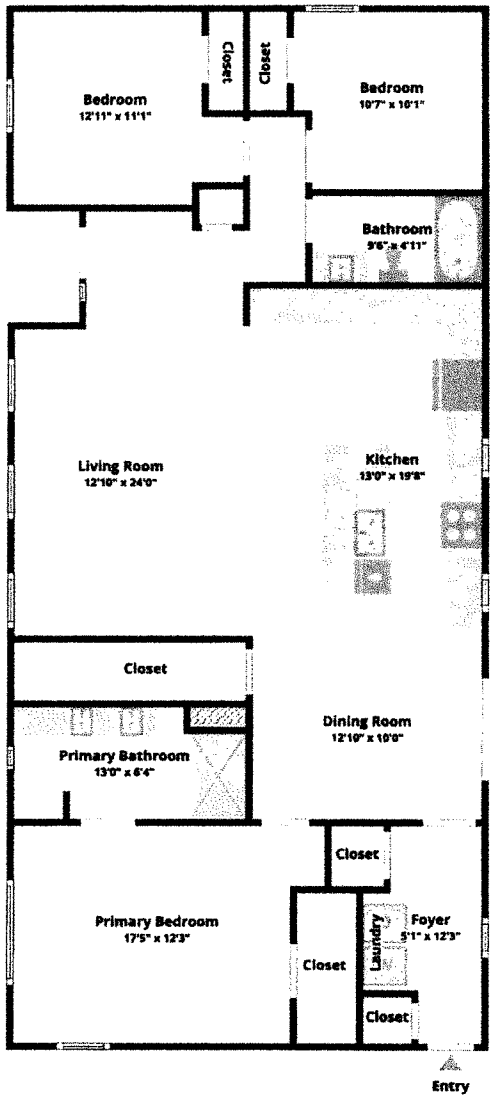


Code	Description	Area	Eff Area	GL Area
FFF	FST FLR FIN	1,656	1,656	1,656
BMU	BSMNT UNFINISHED	1,680	336	0
OPF	OPEN PORCH FIN	24	7	0
DEK	DECK/ENTRANCE	37	4	0
	Totals		**2,003**	**1,656**

Printed on 10-12-26

3 Logan Way, Ossipee, NH 03864

Total finished area: ~1,431.78 sq. ft.



Floor 1

Finished area: ~1,431.78 sq. ft.

Floor plans are for informational purposes only and not for construction or design use. Measurements are approximate, and square footage may include finished and unfinished areas.

WHITE MOUNTAIN OIL & PROPANE

RINNAI MODEL: EX 38

CKH 2010
9/8/21
~~2,200.00~~

EFFICIENCY: 81%

FUEL: PROPANE GAS

SPECIFICATIONS

HEIGHT: 26 3/8 - WIDTH: 36 5/8”

DEPTH: 13”

HEATING CAPACITY

36,000 BTU Output

HEATS UP TO: 1,600 SQ FEET

HEATER PRICE

Rinnai EX 38: $2,215. 00

DOES NOT INCLUDE INSTALLATION

COLOR: BEIGE

ITEM: HRIN EX 38 CP

February 2021

P.O. BOX 891 • 2820 WHITE MOUNTAIN HIGHWAY • NORTH CONWAY, NEW HAMPSHIRE 03860-0891 • 603-356-5345 • FAX 603-356-7431

NHEC		WHITE MTN PROP (HEAT & COOKING)
OCT 2025	$66.00	
NOV 2025	$73.00	− $216.18
DEC 2025	$68.00	
JAN 2026	$109.00	− 282.78
FEB	101.00	
MAR	97.00	− 120.30
APR	105.00	
MAY	96.00	− 360.04
JUN	70.00	
JUL	61.00	
AUG	49.00	
SEP	43.00	
TOTAL FOR 12 MOS →	$938.00	

EXPENSES 2026

SHOA → $600.00 ANNUAL DUES

WS AVIATION → $274.00 ANNUAL DUES

WHITE MTN PROPANE →

NHEC → $938.00 (12 MOS)

PROPERTY TAXES 2025 → $5,544.00

2026 TAXES FOR 6 MO. (DONE) → 2,776.00
FIRST BILL

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

APPROVAL FOR OPERATION OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS)

AS AUTHORIZED BY THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES, WATER DIVISION PURSUANT TO RSA 485-A, WATER POLLUTION AND WASTE DISPOSAL AND ENV-WQ 1000, SUBDIVISION AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM DESIGN RULES.

DATE OF INSPECTION: 7/13/2021

DATE OF OPERATIONAL APPROVAL: 7/13/2021

APPROVAL NUMBER: eCA2020110223

I. PROPERTY INFORMATION
Address: 3 LOGAN WAY
OSSIPEE NH 03864
Subdivision Approval No.: SA2006000073
Subdivision Name: SOARING HEIGHTS
County: CARROLL
Tax Map/Lot No.: 2/1

II. OWNER INFORMATION
Name: MR GEORGE GYORKE
Address: 9 OLD MILL ROAD
WEST OSSIPEE NH 03890

III. APPLICANT INFORMATION
Name: DAVID A CLUFF
Address: PO BOX 7223 GONIC STATION
ROCHESTER NH 03839-7223

IV. DESIGNER INFORMATION
Name: DAVID A CLUFF
Address: PO BOX 7223 GONIC STATION
ROCHESTER NH 03839-7223
Permit No.: 00535

V. INSTALLER INFORMATION
Name: EDWARD DAVIDSON
Address: PO BOX 102
FRYEBURG ME 04037
Permit No.: 03450

VI. SPECIFIC TERMS AND CONDITIONS: Applicable to this Approval for Operation

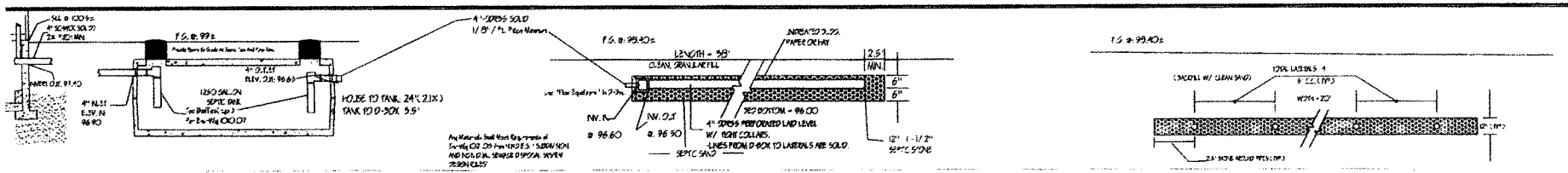
A. TYPE OF SYSTEM: STONE AND PIPE
B. NO. OF BEDROOMS: 4
C. APPROVED FLOW: 600 GPD
D. OTHER CONDITIONS AND WAIVERS:
1. No waivers have been approved.

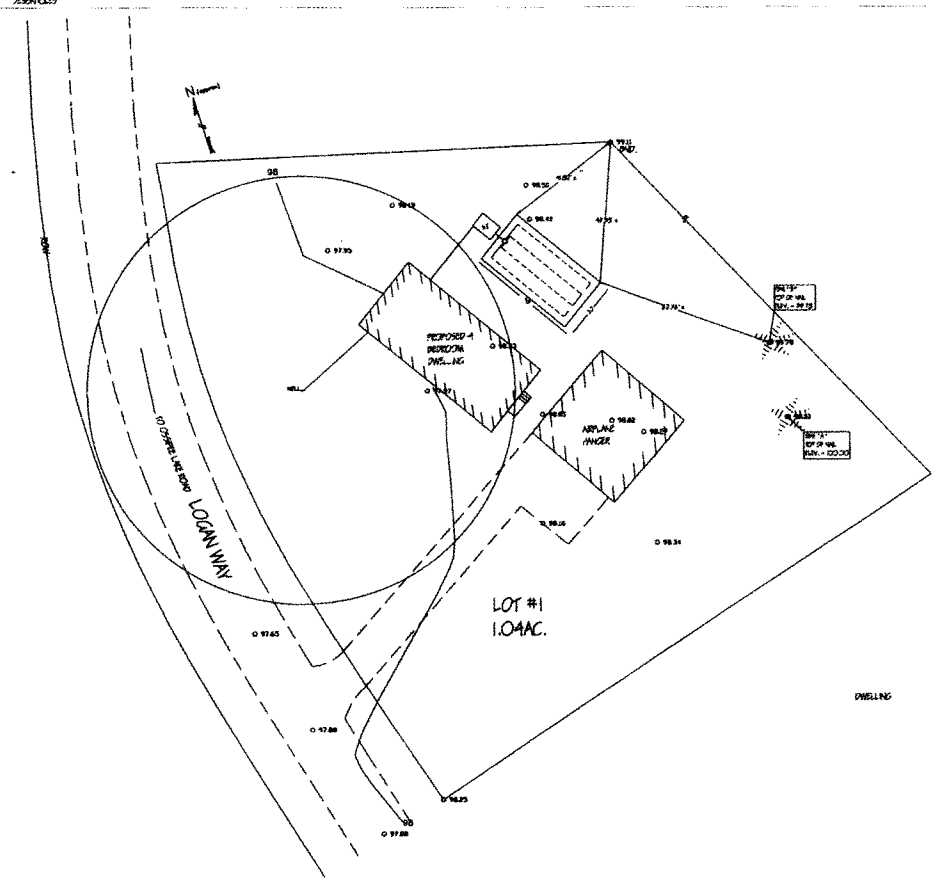
Frederick H. Treiss
Subsurface Systems Bureau

VI. GENERAL TERMS AND CONDITIONS: Applicable to all Approvals for Operation

A. This Approval for Operation is for the ISDS as identified on Page 1 of this Approval.
B. By exercising any rights under this approval, the parties have agreed to all terms and conditions.
C. No liability is incurred by the State of New Hampshire by reason of any approval of any Approval for Operation. Approval by the Department of Environmental Services of sewage and waste disposal systems is based on plans and specifications supplied by the Applicant.
D. The system must be constructed in strict accordance with the approved plans and specifications.
E. This Approval for Operation does not supersede any equivalent or more stringent local ordinances or regulations. State standards are minimal and must be met statewide.

WORK NUMBER: 202006298-1
APPROVAL NUMBER: eCA2020110223
RECEIVED DATE: November 2, 2020
TYPE OF SYSTEM: STONE AND PIPE
NUMBER OF BEDROOMS: 4





SCALE: 1" = 20 FT.

DESIGN INTENT

BOTTOM NO LOWER THAN
FT. BELOW ORIGINAL GRADE OF
40 CY. UPSLOPE SIDE.
BOTTOM=98.00

DESIGN CRITERIA

4-BEDROOM HOUSE @ 150 GPD/BR = 600 GPD

760 SF

760 SF

1250 GALLON SEPTIC TANK

1 S.D. 2-SIDED PRECAST CONCRETE DOSING CHAMBER

DOSING: 600 GPD / 150 GPD/FT = 4.0 FT

4 LATERALS @ 58' EACH = 232 LF

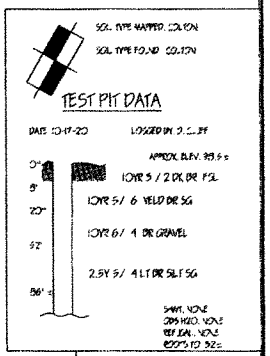
232 LF X 1.5 GPD/LF = 348 GPD

VALVES REQUIRED? NONE

DESIGN WATER TABLE MEASURED AT LEAST 24" BELOW ORIGINAL GRADE AND WITHIN 10 FT OF SEPTIC TANK

PLAN FOR SEPTIC ONLY. NOT A BOUNDARY SURVEY. LOT CORNERS & PROPERTY LINES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

SAUER ASSOCIATES NO RESPONSIBILITY FOR PROPERTY CORNERS. PLAN DEPICTS LINES AS FOUND & SHOWN ON TOPO SURVEY.



PERC. TEST

DATE: 10-17-20
RESULTS: 2 MIN. FOR 1 INCH @ 36" ±

NOTE.
Wetlands Have Been delineated in accordance with Env-Wq 1014.06 By This Designer.

NO KNOWN CEMETERIES WITHIN 100' OF SYSTEM.

NEW HAMPSHIRE Designer of Subsurface Disposal Systems David A. Cliff No. 535 Department of Environmental Services

LOT AT 3 LOGAN WAY
OSSIPEE, N.H.

TAX MAP #2 LOT #1

DES APPROVAL #

ACTUAL LOT SIZE & DIMENSIONS (NO SCALE)

SHOWN

LEGEND

EXISTING CONTOUR
FINISH CONTOUR
SOFTWOOD TREE
HARDWOOD TREE
T.B.M. TEMPORARY BENCH MARK (ASSUMED GRADE UNLESS NOTED)
WATER COURSE
STONE WALL
S.T. = S.S. - SEPTIC TANK & PUMP TANK, SEWER, S.S.



David A. Cliff
603-923-7628
OSSIPEE, NH
DAVID A. CLIFF
BOX 7225
ZONE, N.H. 03598-7225

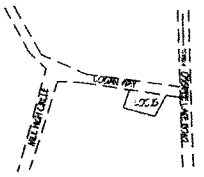
NH DES SUBDIVISION APPROVAL NO. SMP#000079
SMP#000299

LOCAL ZONING SEWAGE REQUIREMENTS:

FRONT: 50' TO PL

SIDE/REAR: 25' TO PL

SHORELINE: 25' TO PL



TOWN APPROVAL: OSSIPEE

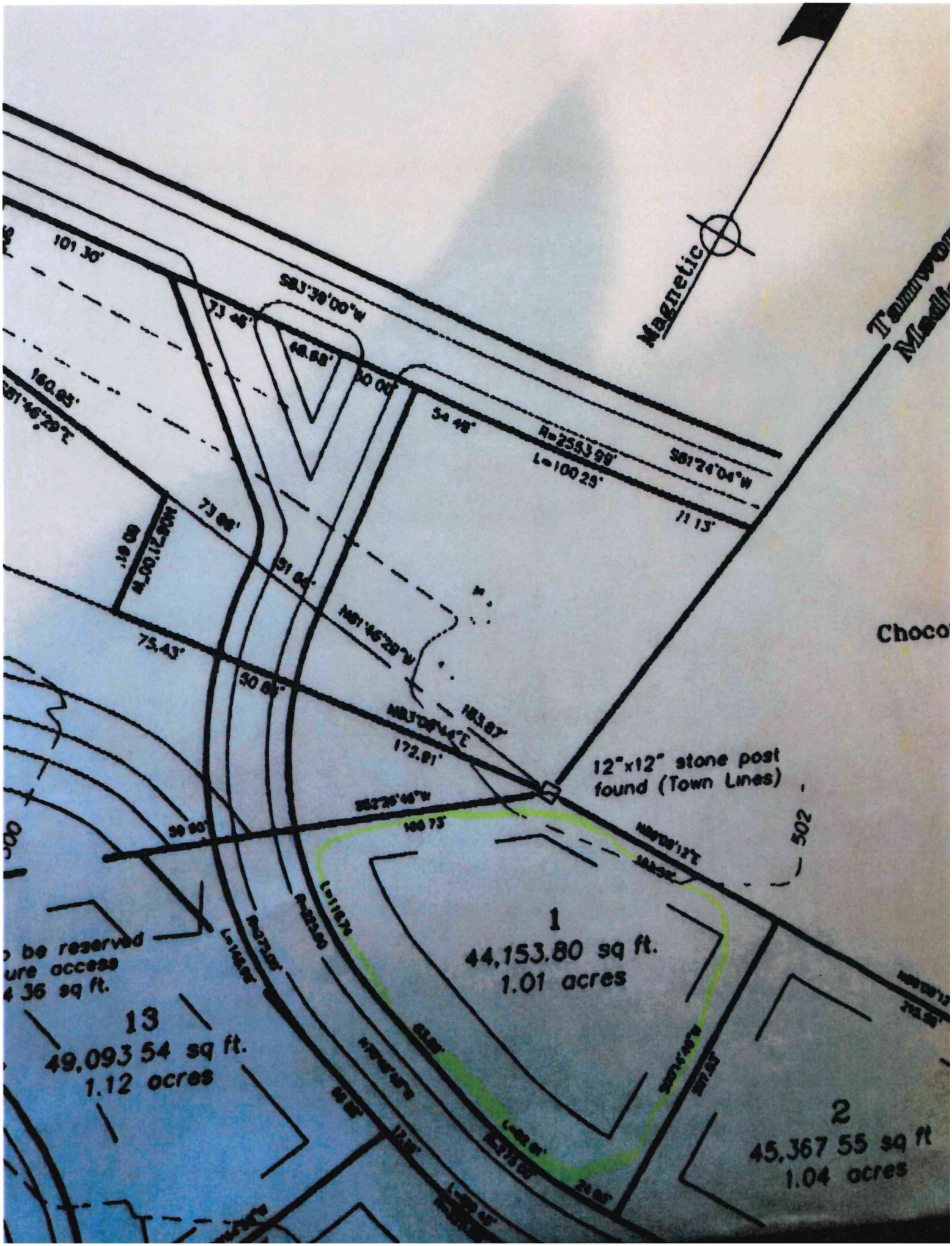
GO OSSIPEE LAKE ROAD OFF RTE 41 AND GO TO SOARING HGTS ON RT.. GO LOGAN WAY ON LEFT. GO TO 1ST LOT ON LT.

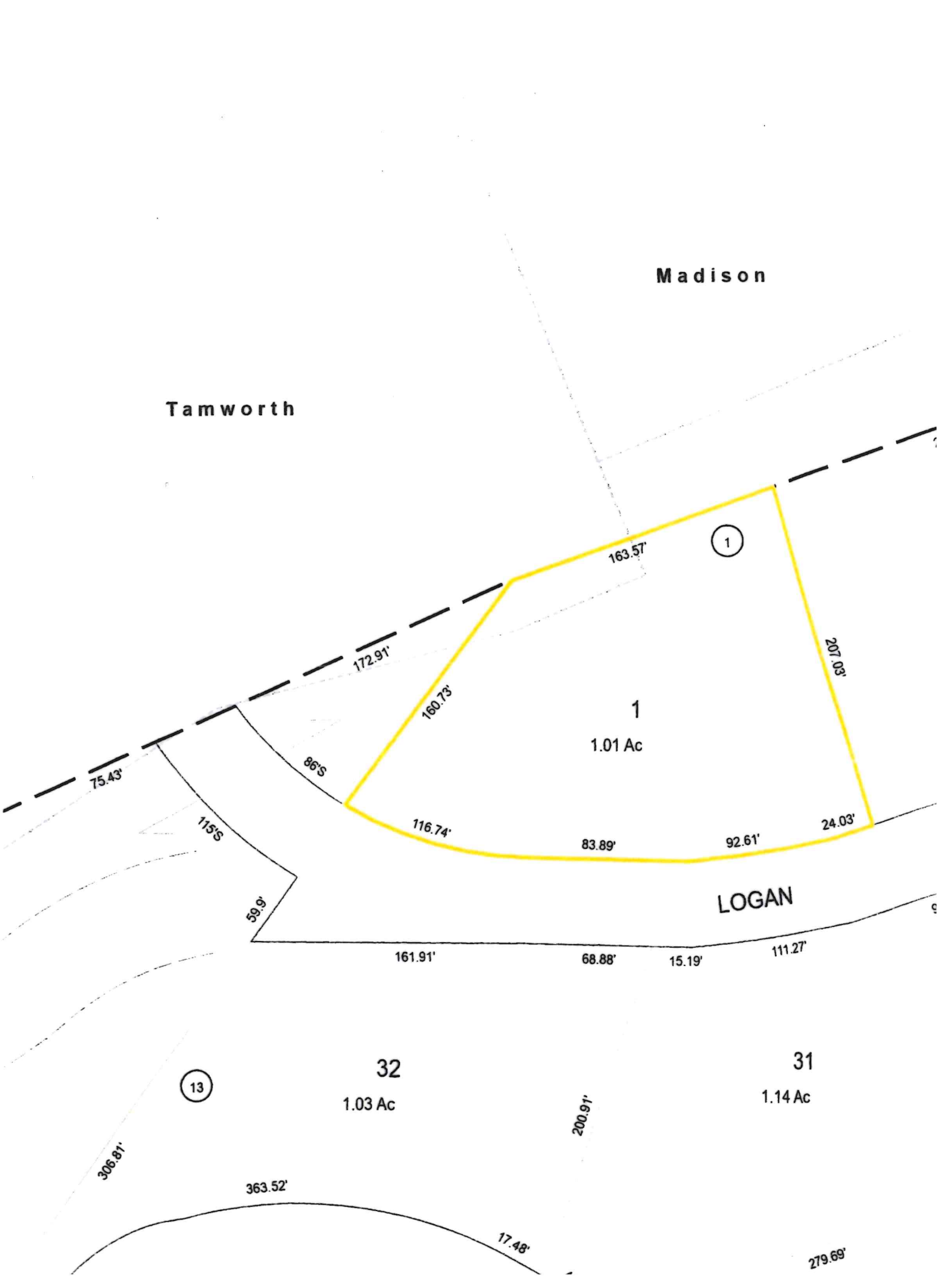
SUBSURFACE SEWAGE DISPOSAL PLAN

TOWN: OSSIPEE
OWNER: GEORGE GYORKE
9 OLD MILL ROAD
WEST OSSIPEE, N.H.

SCALE: 1" = 20	10-21-20		
(EXCEPT AS NOTED)			

* DEVIATION FROM PLAN REQUIRES REVIEW BY DESIGNER


Magnetic
101 30'
S83°39'00"W
73 46'
48.68'
30 00'
160.65'
S81°46'29"E
54 48'
R=2553 98'
L=100 29'
S81°24'04"W
71 13'
73 96'
91 64'
N81°46'29"W
75.43'
30 00'
N83°08'44"E
183.87'
172.81'
12"x12" stone post found (Town Lines)
S52°36'46"W
100 75'
N69°08'12"E
502
1
44,153.80 sq ft.
1.01 acres
13
49,093 54 sq ft.
1.12 acres
2
45,367 55 sq ft
1.04 acres
be reserved
ure access
4 36 sq ft.


Madison
Tamworth
1
163.57'
172.91'
207.03'
160.73'
1
1.01 Ac
86'S
75.43'
115'S
116.74'
83.89'
92.61'
24.03'
LOGAN
59.9'
161.91'
68.88'
15.19'
111.27'
13
32
1.03 Ac
31
1.14 Ac
200.91'
306.81'
363.52'
17.48'
279.69'


Ossipee Lake Rd
Ossipee Lake Rd
Madison
Tamworth
Logan Way
Logan Way
LOGAN
1
163.57'
207.03'
172.91'
1
1.01 Ac
86'S
75.43'
116.74'
83.80'
92.61'
59.9'
181.91'
68.88'
15.19'
111.27'
32
1.03 Ac
13
200.91'
306.81'
363.52'
17.48'
31
1.14 Ac
279.69'

BY LAWS OF

SOARING HEIGHTS OWNERS ASSOCIATION

ARTICLE I
Name and Location

The name of the corporation is the **SOARING HEIGHTS OWNERS ASSOCIATION**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Ossipee, New Hampshire but meetings of members and Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1: "Association" shall mean and refer to the **Soaring Heights owners Association**, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions and Easements of Soaring Heights, Inc. dated September 1, 1988 and recorded at the Carroll County Registry of Deeds at Book 1766, Page 384 and any amendments thereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Association Land" shall be all the Properties as defined in the Declaration. Association Land shall not include any Lot conveyed to an Owner.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Association Land and any buildings or improvements constructed thereon.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Developer" shall mean and refer to Soaring Heights, Inc., its successors and assigns; if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Successor developers shall be specifically identified as such in any conveyance of Soaring Heights, Inc.

RECEIVED
CARROLL COUNTY REGISTRY
2008 MAY 28 PM 12:00
0006673
REGISTER OF DEEDS

COOPER CARGILL CHANT · ATTORNEYS AT LAW
2935 WHITE MOUNTAIN HIGHWAY, NORTH CONWAY, NEW HAMPSHIRE 03860

Section 7: "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Easements applicable to the Properties dated September 1, 1998, recorded at the Carroll County Registry of Deeds at Book 1766, Page 384, and any amendments thereto.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
Governance of Association

Section 1 - Applicability of By Laws: The provisions of these By Laws are applicable to the Association Land and to the use and occupancy thereof. All present and future unit owners, mortgagees, lessees, and occupants of the units and their employees and any other persons who may use the Properties are subject to these By Laws, the Declaration, and to the Rules and Regulations established by the Board of Directors.

Section 2 - Corporation Law: Except as otherwise expressly provided herein and the Declaration, the Association shall be governed by the provisions of the New Hampshire Nonprofit Corporation Act, RSA 292, as amended.

Section 3 - Nonprofit Status: The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit purposes of the Association.

ARTICLE IV
Meeting of Members

Section 1 - Annual Meeting: The initial meeting of the members shall occur as specified in the Declaration, thereafter, annual meetings of the members shall be held in June of each year, generally concurrent with the Windsock Village Aviation corporation annual meeting, upon notice as provided in Section 3, below. The Board of Directors may, prior to the adjournment of any annual meeting, schedule a date for the next succeeding annual meeting other than as herein specified provided, however, that such annual meeting date is not earlier than 300 days from the present meeting date nor later than 430 days from the present meeting date.

Section 2 - Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (½) of all of the votes of the membership.

Section 3 - Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of

BK2716PG0246

the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum: The presence at the meeting of members and/or proxies entitled to cast, forty (40%) percent of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 - Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Proxies do not require acknowledgment by a Notary Public, Justice of the Peace, or otherwise. No present member shall vote more than five (5) proxies. The Board of Directors may vote as many proxies as the Board is given.

ARTICLE V
Board of Directors

Section 1 - Number: The affairs of this Association shall initially be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2 - Term of Office: At the meeting of the members, five (5) Directors shall be elected, one Director for a term of one (1) year, two Directors for terms of two (2) years, and two Directors for terms of three (3) years. Upon expiration of the initial terms of the initial Board of Directors, the term of each elected Director's position on the Board shall run for three (3) years. The Directors of the Association shall be elected at the annual meeting of the Association to fill any term that is expiring in that year.

Section 3 - Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 - Compensation: No Director shall receive compensation for any functions he/she performs in his/her capacity as a Director of the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5 - Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

BK2716PG0247

written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6 - Nomination of Directors: Nominations for Directors shall be made at the time of the annual meeting.

Section 7 - Election: Election to the Board of Directors shall be by written ballot which identifies the Lot casting the ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1 - Regular Meetings: Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2 - Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3 - Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Directors

Section 1 - Powers: The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Association Land and facilities thereon;

(b) suspend the voting rights and right to use of the Association facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By Laws, the Articles of Incorporation, or the Declaration;

BK2716PG0248

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties;

(f) determine the annual budget and expenses of the Association and determine the amount of annual assessments for which provision is made in Article V of the Declaration; and

(g) to accept, on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges, including those reserved to Developer in the Declaration.

(h) intervene on behalf of one or more owners in disputes regarding warranty claims affecting Association Land;

(i) regulate the use, maintenance, repair, replacement, and modification of the Association Land;

(j) cause additional improvements to be made as part of the Association Land.

Section 2 - Duties: It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. Adopt a proposed budget and proposed annual assessment prior to the annual meting to be included with annual meeting notice;
2. send written notice of each assessment to every Owner subject thereto immediately following the annual meeting; and
3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

BK2716PG0249

(d) issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Association Land to be maintained.

ARTICLE VIII
Officers and their Duties

Section 1 - Enumeration of Offices: The Officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.

Section 2 - Election of Officers: The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3 - Term: The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4 - Special Appointments: The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5 - Resignation and Removal: Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies: A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

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Section 7 - Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 - Duties: The duties of the Officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: SOARING HEIGHTS OWNERS ASSOCIATION.

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ARTICLE XI
Amendments

Section 1: These By Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By Laws, the Declaration shall control.

ARTICLE XII
Miscellaneous

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

Certification

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Soaring Heights owners Association, a New Hampshire corporation, and,

THAT the foregoing By Laws constitute the original By Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on this 28 day of Feb, 2008, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association

Harold Wheeler, Secretary

BK2716PG0252

Y:\DAF\CLIENTS\14676 - Soaring Heights\Bylaws-final.wpd

AMENDMENT TO
BY-LAWS OF SOARING HEIGHTS, INC.

AMENDMENT to the By-Laws of Soaring Heights, Inc. as directed by the Membership at the Annual Meeting of the Soaring Heights Owners Association on June 8, 2024 and by unanimous approval of the Board of Directors on July 22, 2024, pursuant to Article XI, Section 1 of the By-Laws, and Article II (p) of the Articles of Association, as follows:

1. Article XIII: **Use of Association Road Facilities** is hereby added with the following:

   The use of Association land and facilities is restricted as follows:

   1. The Association's road facilities are for the exclusive use of Association members, and approved lessees known to and approved of by the Association's board of directors. Association-approved leases shall require a minimum lease term of 180 days.
   2. The users of the Association's road facilities shall comply with the posted speed limits and all other posted traffic signs.
   3. The users of the Association's road facilities shall yield the right of way to aircraft.
   4. The use of Association's road facilities by aircraft is restricted to Association members with concurrent membership in Windsock Village Aviation Corporation (also known as "aviation rights") and the Association-approved lessees of such members.

SOARING HEIGHTS OWNERS ASSOCIATION

To: Members or future members
Soaring Heights Owners Association

Re: Design Review Guidelines

The enclosed Design Review Guidelines (DRG) have been adopted as of April 11, 2011, as referenced at article XVII and XIX of the Declaration of Soaring Heights recorded September 1, 1998 at Carroll County Registry of Deeds, Book 1766, Page 384.

If you are planning new construction or outside changes to your property, please review these guidelines, together with the covenants and restrictions found in the Declaration (part of your deed). Prior to starting the project, please contact a board member to initiate the application approval process.

Thank you,

Soaring Heights Owners Association
Board of Directors

Design Review Committee Request Form

The Design Review Committee (DRC) reviews all proposed exterior modifications to your property within the community.

Homeowner's Name: _____

Soaring Heights Address: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Request

All requests should be detailed and include drawings, specifications, schematics, etc. for proper evaluation, as detailed in Appendix A, Pg.3, Section IV..

_____

_____

_____

_____

_____

_____

_____

_____

Design Review Committee

____ Approved ____ Not Approved

____ Additional information needed, please submit

____ Remarks:

DRC Signature: _____ Date:_____

SUBMIT TO: SHOA DRC, P O BOX 420, WEST OSSIPEE, NH 03890

Soaring Heights Owners Association
PO Box 56
West Ossipee, NH 03890

Article VII, i
Request to Remove Tree(s)

Date: _____

I am submitting this request to the SH Board of Directors for approval to remove

___ tree(s) including stumps from my property located at _____.

Reason if removing more than 4 trees: _____
_____

Signed: _____
Homeowner

Approved: _____ Date: _____
Board Member

_____ Date: _____
Board Member

Soaring Height Owners Association
Design Review Request

Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

City/State/Zip: _____

Soaring Heights Address: _____

Email: _____

Describe request:

All requests should be detailed and include drawings, specifications, schematics, etc. for proper evaluation, as detailed in Appendix A "Design Review Guidelines", Pg. 3, Section IV

Planned Completion Date: _____

I understand that I must receive approval of the SHOA Board in order to proceed. I understand that SHOA Board approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I understand that my improvements must be completed per specifications or approval is withdrawn. **REMINDER: Construction vehicles/equipment must be parked to allow for aircraft to pass at all times (25 feet or more from roadway centerline).**

Date:_____ Homeowner's Signature:_____

SHOA Action:

❑ Approved as submitted

❑ Approved subject to the following requirements:

❑ Disapproved for the following reasons:

SHOA Board Signature:_____Date: _____

APPENDIX A

DESIGN REVIEW GUIDELINES

OF

SOARING HEIGHTS OWNERS ASSOCIATION

4/13/11

I. AUTHORITY& PURPOSE.

The Declaration of Covenants, Restrictions and Easements of Soaring Heights, Inc., dated September 1, 1998 is recorded at the Carroll County Registry of Deeds as Book 1766, Page 384, (the "Declaration"). All property subject to the Declaration is also subject to the Design Review Process referenced at Article XVII and Article XIX of the Declaration, which process has been conveyed to the Soaring Heights Owners Association by deed of Soaring Heights, Inc. dated January 23, 2008 and recorded at the Carroll County Registry of Deeds at Book 2713, Page 460. Where a conflict exists between the Design Review Guidelines and the Declaration, the Declaration shall govern.

These Design Review Guidelines are adopted to maintain the standards established by the current residences subject to this Declaration, and to ensure consistency of building review and approval.

II. THE DESIGN REVIEW BOARD.

The Design Review Board (hereinafter "DRB") shall consist of three (3) Owners.

Any member of the DRB who submits a request to the DRB shall not participate in the review process. An alternate temporary member appointed by the Association's Board of Directors and shall act during any review of an application submitted by a DRB member. The DRB shall maintain minutes of all of its meetings, which shall be available upon request to all Owners no later than seventy-two hours after any meeting.

III. DESIGN CRITERIA.

A. Structure Architecture.

1. General Purpose. The general purpose of these guidelines is ensure that Homes, Home Lots, and Lots are part of a harmonious residential neighborhood situated in a natural, wooded setting.

2. Home Lots. Homes constructed on Home Lots shall have a minimum footprint of heated living space of 1,600 square feet for a single story building, and 1,200 square feet for a multi-level building, up to a maximum of 2 stories; the second story must have a minimum square footage of 66% of the first story. All Homes shall, at a minimum, have a single-car fully-enclosed attached garage, or a detached garage large enough to house a minimum of two cars. For purposes of these Guidelines, heated living space shall exclude garages, porches, decks, and basement areas on a concrete slab whether finished or not.

3. Foundations. Exposed concrete shall be avoided wherever possible. All structure walls shall extend to within 24" of the proposed grade unless an alternative is approved by the DRB.

4. Roofs. Roof slopes, materials and colors shall be consistent with the original Soaring Heights community. Buildings less than 40' wide shall have a minimum of an 8/12 pitch roof. Buildings 40' wide or larger shall have a minimum of a 6/12 pitch roof. Roofing material shall be architectural shingles, baked enamel, steel or other surface, as approved by DRB. Exposed metal chimneys greater than 2 feet tall must be enclosed.

5. Siding, Windows, Doors and Exterior Colors. The DRB may develop and maintain a list of acceptable siding, windows, doors, and exterior colors, which shall generally be consistent with the sizes, colors, and materials already in use at Soaring Heights.

6. Fencing and Walls. Fences and walls made of natural materials (i.e., wood or stone) are permitted with prior approval of the DRB.

7. Hangars. Garages and hangers shall be architecturally consistent with the primary residence on the same lot. Neither hangers nor garages shall serve as primary residences, or include apartments.

8. Culverts. Culverts shall be installed so as to permit the natural flow of water.

B. Prohibited Improvements.

1. Any improvement that interferes with aviation access to roads, taxiways, and/or runways.

2. Any improvement that interferes with snow plowing or septic system maintenance.

3. Any improvements that alter the appearance of the property so that it no longer meets DRB Guidelines.

4. Landscaping and new structure construction or modification shall be designed to minimize disturbance of existing natural features. To the extent reasonably possible, existing site conditions shall be restored to the satisfaction of the DRB upon completion of construction or modification.

IV. THE APPLICATION, REVIEW AND APPROVAL PROCESS.

A. Pre-Application Conference. An optional pre-application conference may be requested by any Owner. The Owner and his or her builder or architect may attend to generally discuss proposed new construction, modification or improvement and the anticipated time schedule. The pre-application conference site shall be determined by the DRB.

B. Application-Structure Construction or Modification.

1. The application shall consist of one copy of all permits and approvals issued by town and state, architectural drawings, and the DRB checklist. The application shall also include one (1) copy of a Site Plan for all proposed new construction or modification/ improvement that alters the footprint of an existing structure (including decks).

2. Architectural drawings (which may be prepared by an architect or a lay person) shall be drawn on a scale of ¼" = 1.0 foot and, at a minimum shall show:

   a. All changes in floor level and the relationship to exterior grades.

   b. All exterior views and dimensions of any proposed construction, or modification/improvements.

   c. All doors and windows with dimensions.

   d. All decks, porches and other appurtenances.

3. The completed Owner application, including checklist, shall be delivered to the DRB and shall constitute an agreement by Owner/Applicant to be bound by all terms and provisions of these Design Review Guidelines. No work shall begin until the completed application is received.

C. Review and Approval Process - New Construction or Modifications/Improvements

1. Notice and Scheduling of Site Review Meeting. Within fourteen (14) days of receiving an application, the DRB shall either:

   i) schedule a meeting of the DRB to be held at the site of the proposed new construction or modification/improvements ("The Site Review Meeting")

   ii) return any incomplete application to the Applicant with a specific description of application deficiencies

2. Application Approval/Rejection. As soon as possible after the Site Review Meeting and in no event later than seven (7) days after the Site Review Meeting the DRB shall meet to deliberate and approve or reject the application. If rejected, the DRB shall notify the Applicant in writing of the specific reasons for rejection making reference to specific provisions contained in these Design Review Guidelines. If approved, the DRB shall sign, date and forward a copy of the Architectural Drawings, Materials List, and Site Plans to the Association's Board of Directors and one copy will be retained by the DRB. Notice of approval or rejection, signed by the President, shall be sent to the Applicant by first class mail.

3. Inspections. The DRB shall have the right to perform inspections during the construction process to ensure that there are no deviations from the Approval, and to assist applicants when they have questions regarding the intent of the Design Review Guidelines.

4. Final Approval. Upon completion of construction the DRB shall visit the site and compare construction results with the approved Architectural Drawings and Site Plans. In the event construction deviates from the approved application, the DRB shall notify the

Applicant, and the Association's Board of Directors of the deviation describing with specificity deviations from the approved application. The Applicant shall have forty-five (45) days after the DRB Notice within which to cure any deviation. In the event construction is consistent with the approved application (including finish landscaping,) then the DRB shall forward Notice of Compliance, signed by the President, to the Association's Board of Directors and the Applicant.

V. CONSTRUCTION PROTOCOL.

A. Construction Contract. If the Applicant enters into a construction contract with a builder, such contract shall include, without limitation, the following:

1. Reference to and incorporation of these Design Review Guidelines.

2. A construction schedule reasonably acceptable to the Applicant, the builder and the DRB providing for a fixed completion date subject to deferral upon approval of the Applicant and the DRB in the event of unforeseen weather conditions or other matters beyond the control of the parties; however, the exterior construction and landscaping shall be completed within 365 days from the start date.

3. A liquidated damages clause providing for payment of Fifty Dollars ($50.00) per day in the event construction continues beyond the proposed construction schedule with the penalty paid by the owner/Applicant to the Soaring Heights Owners Association, unless an extension has been granted by the DRB.

4. Provisions requiring that all tools and materials (exclusive of excavation equipment) be stored in the home covered or otherwise kept out-of-sight to other homes, and the general public at the close of each work day.

5. Provisions requiring that all scrap, trash and refuse be cleaned and placed in an on-site dumpster or trash receptacle at the close of each work day.

6. Provisions prohibiting the Applicant and/or the builder from using common land or common facilities (e.g. the Association's dumpster) for storage or disposal of construction supplies, debris or equipment other than as shown on the Site Plan.

7. The construction of Primary residence must precede that of Hangar and/or Garage.

B. Construction Activities. All construction activities shall take place consistent with the following:

1. Ingress and egress to the site shall be made through one location as indicated on the Site Plan. Damage to streets, common areas and trees as a result of construction activities will be repaired/replaced by the Applicant.

2. A dumpster shall be placed on-site prior to the start of work. All construction debris shall be placed in the dumpster and the area will be kept clean. No remodeling debris shall be placed in the Association's dumpster. The construction site shall be cleaned at the end of each work day with all materials and tools stored in the Home, covered or otherwise out-of-sight, and all trash/debris placed in the dumpster or removed from the site.

3. No signs will be displayed at any time, including those of contractors, subcontractors or signs advertising other goods or services.

4. The working hours for construction personnel at Soaring Heights Owners Association will be from 7 A.M. to 6 P.M., Monday through Friday and 8 A.M. to 1 P.M. on Saturday. No construction on Sundays.

VI. NON-COMPLIANCE.

A. Penalties. In addition to the legal and equitable remedies applicable to violations of the Declaration, the Applicant shall pay liquidated damages in the amount of Fifty Dollars ($50.00) per day for any violation that remains unabated after written notice is provided to the Owner/Applicant and/or the builder by the DRB, or the Association's Board of Directors. Any such fine will constitute a lien on the property as provided in Article [5] of the Declaration, with the same payable to the Association, as well as interest and costs of collection, including reasonable attorney's fees. Nothing herein shall alter the obligation of a builder to pay greater liquidated damages if required by a construction contract.

B. Construction, Modification, or Improvements Prior to Approval. If, for any reason, new construction, modification or improvements are started prior

to the receipt of written approval by the DRB, the Owner shall be deemed in violation and shall be subject to penalties as provided above.

C. Deviation from the Plan. Deviations from the approved application that occur during construction will be subject to the penalties as described at Section VI.A, above, unless such deviations are approved in advance, in writing by the DRB.

VII. AMENDMENT.

These Design Review Guidelines may from time to time, be amended by the DRB and the Association's Board of Directors consistent with its rule-making authority as described in the Declaration.

VIII. DEFINITIONS.

All terms used in these Design Review Guidelines shall have their common meaning unless specifically defined otherwise in the Declaration.

The within Design Review Guidelines were adopted by the Board of Directors in accordance with the Declaration by Soaring Heights Owners Association, this 26 day of April, 2011.

SOARING HEIGHTS OWNERS ASSOCIATION

Diana E. Witt
Witness

By: Gary Cole
Gary Cole, President

BK2927PG1881

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

OF

SOARING HEIGHTS, INC.

THIS DECLARATION is made this 1st day of Sept 1998 by Soaring Heights, Inc., a New Hampshire Corporation having a principal place of business in Ossipee, County of Carroll and State of New Hampshire, sometimes hereinafter referred to as "Developer":

WHEREAS Developer is the owner of a certain tract or parcel of land more particularly described in Exhibit A, attached hereto and incorporated herein by reference, being a subdivision in Ossipee, New Hampshire with access thereto in part from Tamworth, New Hampshire, and

WHEREAS Developer has subdivided the property into various lots and set aside a certain portion of said property as a common facility for certain lots to use for the purpose of parking aircraft and access to Windsock Aviation Airstrip, so-called, and

WHEREAS Developer desires to provide for the preservation of values in the development and it is his desire to define easements, covenants, conditions and restrictions for the protection of the present and future owners of homes, home lots in the development, and

WHEREAS Developer desires to create an agency by which it can be delegated the powers of maintaining and improving the property administering and enforcing the covenanted restrictions, and collecting and disbursing the assessments and charges hereinafter collected, and to that end has caused Soaring Heights Owners Association (hereinafter referred to as the 'Association') to be incorporated as a non-profit corporation under Chapter 292 of the Law of New Hampshire; and

WHEREAS Developer desires that all buildings and other structures shall be harmoniously designed, landscaped, located and maintained and has provided covenants for this purpose;

NOW THEREFORE Developer declares that the real property described in Article II is and shall be held, transferred and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (collectively hereinafter referred to as 'Covenants and Restrictions') hereinafter set forth.

RECEIVED
CARROLL COUNTY REGISTRY
1998 SEP 15 AM 10:38
012623
REGISTER OF DEEDS

BK1796PG0901

ARTICLE I

DEFINITIONS

The following terms when used herein shall be defined thusly:

I.1 'Assessments' shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment, which shall be used for the purposes of plowing, maintaining and/or upgrading the roadway and the air craft parking area.

I.2 'Association' shall mean and refer to Soaring Heights Owners Association, a New Hampshire non-profit organization and its successors and assigns. The 'Board of Directors' or 'Board' shall be its elected body.

I.3 'Common Expenses' shall mean and include the actual and estimated expense of operating the association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Association of the Association, including costs and expenses of maintaining the road and air craft parking area.

I.4 'Lot' or 'Lots' or 'Home Lot' shall refer to Individual Home Lots.

I.5 'Individual Home Lot' shall be each of the home lots, the parcels of land in the development restricted for one single-family home, and located within the property as further described herein under Article II.

I.6 'Association Land' shall be all the land described below in Article II (Description of Property) and shown on the plan specifically, including without limitation, the roads, air craft parking areas as shown on said plan.

I.7 'Owner' shall mean and refer to one or more persons or entities who holds title to a Home Lot, but excluding any party holding an interest merely as security for the performance of any obligation.

I.8 'Plan' shall mean and refer to plans entitled "Subdivision Plan for the Development" that have been approved by the Town of Ossipee.

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ARTICLE II

DESCRIPTION OF PROPERTY

II.1 That the real property (hereinafter sometimes referred to as 'the Property') which is and shall be held, transferred and occupied subject to the Covenants, Restrictions and Easements, is located in Ossipee, New Hampshire and is collectively the Lots and Association Land described on Exhibit A attached hereto.

ARTICLE III

SOARING HEIGHTS OWNERS ASSOCIATION

III.1 Soaring Heights Owners Association is a non-profit corporation created pursuant to RSA Chapter 292 of the New Hampshire Laws, and charged with the duties and empowered with the rights set forth in this Declaration. The affairs of the Association shall be governed by its Articles of Agreement and By-Laws, attached hereto as Exhibits C respectively, and in conformity with the requirements of the Declaration.

III.2 Each Owner, including Developer, shall automatically be a member of the Association.

III.3 There shall be one (1) vote in the Association for each Home Lot. If a Home Lot is owned in common and undivided by multiple persons, its vote shall be cast by agreement of the multiple owners. If the multiple owners are unable to agree as to how the vote shall be cast, the vote shall not be exercised.

III.4 The Association shall maintain and operate all Association properties and facilities, being the roadways and air craft parking area and any other future common facilities, if any, that exist in the future. The Association shall take action to enforce the Covenants, Restrictions and Easements contained in this Declaration and shall collect assessments. The Association shall pay all taxes assessed against said Association properties. the association shall pay all taxes assessed against said Association properties and the Association land in furtherance of these specific purposes and in furthering the peace, safety, health and general welfare of the Owners, the Association shall have the powers contained in its Articles and is authorized to do all acts necessary or desirable to carry out PURPOSES as set forth herein.

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III.5 Subject to Section 3.6 below, the association may develop recreational facilities on the association Land for the use of the Home Lots as the Board of Directors shall from time to time determine, in addition to those facilities initially constructed by the Developer on the Association Land; provided that if such recreational facilities are constructed for the exclusive benefit of the Home Lot Owners, provided, however, that no expenditure for this purpose in excess of Ten Thousand Dollars ($10,000.00) shall be made without the concurrence in writing of three-quarters (3/4) of the voting interest of the members of the Association.

III.6 The Association is not operated for profit.

III.7 Commencing in July of 1998, the first annual meeting of the Home Owners Association shall take place on the first Saturday of July of each year at 2:00 P.M. on the property. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the owners of record as of January 1, of year not less than twenty (20) days prior to the date fixed for said meeting. Amended

ARTICLE IV

BOARD OF DIRECTORS

IV.1 The Association shall be managed by a Board of Directors consisting of five (5) Directors.

IV.2 The Board of Directors shall:

a. Adopt and amend by a three-quarters (3/4) vote and publish reasonable nondiscriminatory rules and regulations governing the use of Association Land and facilities thereon, subject, however, to the terms of this Declaration.

b. Establish the annual budget and expenses of the Association so as to operate and maintain the Association Land and perform its functions in a first-class manner and determine the amount of annual assessments for which provision is made in Article V.

BK1766 PG 2307

c. Take such other action as may be reasonably necessary to the good and proper management of the Association.

d. Have and exercise such powers as provided in the Association's Articles and By-Laws.

e. That the Board of Directors is specifically authorized and directed to enter into such contracts or other agreements necessary and/or useful to provide for proper police protection, to maintain the law and order on the property, to provide for proper fire protection, and rubbish disposal for all members. The Association will not provide for rubbish removal.

IV.3 The Board of Directors shall have the authority to accept on behalf of the Association, conveyances of real and personal property and assignments of easements, rights and privileges including those reserved to Developer by this Declaration. The Board of Directors on behalf of the Association shall be obligated to accept from the Developer conveyance of the Association properties and the Association land described herein.

The Board of Directors shall serve pursuant to the By-Laws of the Association.

ARTICLE V

ASSESSMENTS

V.1 Each owner of a Home Lot by acceptance of title thereto, whether or not there shall be a reference to such covenant in the deed or other conveyance to such owner, shall be deemed covenant and agree to pay to the Association such assessments as may be established or hereinafter provided. For purposes of assessment provisions as otherwise appropriate, "Lot" shall also be defined to mean a Home Lot.

V.2 The total amount of the assessment by the Association shall each year be fixed by the Board of Directors, provided that no Home Lot shall be assessed in an amount in excess of any other Home Lot, excluding Lots not yet conveyed by the Developer. An assessment shall be due and payable within thirty (30) days of the mailing of notice of assessment to an owner.

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V.3 Assessments made pursuant hereto, together with interest thereon computed from the due date of each assessment at the rate of one and one-half percent (1 1/2%) per month, and all costs of collection thereof, including attorney's reasonable fees, shall be a charge on the Lot and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the owner of such property as of the time payment thereof shall become due. Said lien shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to new Hampshire Revised Statutes Annotated Chapter 479.

The Association shall have the right to impose a ten dollar ($10.00) monthly service charge upon each Lot Owner whose assessment is thirty (30) days overdue, in addition to the interest imposed as previously set forth.

V.4 All assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners at the Development and, in the minimum, shall provide for maintenance of the Association land and the Association properties, services and facilities devoted to this purpose in a first-class manner, for an adequate reserve fund for maintenance, repairs and replacement of those elements of Association property that must be replaced on a periodic basis, New Hampshire real estate taxes and liability and fire insurance on the Association land. Fire insurance on the Association properties shall be in the amount not less than one hundred percent (100%) of the insurable value based on current replacement cost. Any proceeds paid under said policy shall pay for the repairs, replacement or reconstruction of the lost or damaged property.

V.5 The lien of the assessments provided for herein shall be subordinate to any first mortgage lien of any institutional lender of record now and hereafter placed upon the properties subject to assessment.

V.6 A purchaser of a Lot shall take title to the Lot subject to the lien for all unpaid assessments made against previous owners thereof, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at a sale in lieu of such foreclosure and a purchaser from a first mortgagee who

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purchases at such a foreclosure sale or such a sale in lieu of foreclosure, shall not be libel for payment of assessments unpaid and due as of the time of his acquisition but shall be liable for assessments becoming due thereafter.

V.7 First mortgagees, may jointly or singly, pay taxes or other charges, including assessments that are in default and which may or have become a charge against any Association property and may pay overdue insurance premiums on hazard insurance policies or secure new hazard insurance on the lapse of a policy. Any such payment by a first mortgagee, except from payments of taxes on individual Lots or assessments on the same, shall be entitled to immediate reimbursement from the Association.

V.8 Upon request of any first mortgagee, the Association shall notify the first mortgagee, in writing, of any default in the above provisions by the mortgagor, which have remained in default for a period of sixty (60) days.

V.9 That the initial annual assessment shall be Two Hundred and Fifty Dollars ($250.00) per Lot effect of July 1, 1998 and on the first of each July thereafter. In the event a lot is conveyed to a third party after July 1 of any given year assessment shall be prorated for the balance of the year then remaining prior to the next July 1st date. Assessment shall not imposed on lots owned by the Developer until title is conveyed to a third party.

V.10 That when a purchaser enters into a contract to acquire a lot from the Developer, purchaser shall be entitled to contract at the same time to have as appurtenant to a lot, aviation rights, so-called. Windsock Village Aviation Corporation is an entity that manages and maintains the Windsock Village Airstrip, so-called, which abuts the development. When a purchaser acquires a lot from the Developer, the lot may have as appurtenant to it aviation rights. Such rights shall be contained in a deed by the Developer to a purchaser making such rights appurtenant to the lot. If a purchaser acquires a lot from the Developer which does not have as appurtenant to it aviation rights, the purchaser and the purchaser's heirs, successors and assigns will not be able to become a member of Windsock Village Aviation Corporation. In the event a purchaser does have, at the time of conveyance in the deed as appurtenant to the property, aviation rights, said rights shall run with the property and the lot shall have appurtenant to it

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in the future aviation rights, so-called. Any lot that has appurtenant to it aviation rights shall result in the lot owners being members of Windsock Village Aviation Corporation, entitling the lot owner and others as permitted by Windsock Village Aviation Corporation (i.e. at this time immediate family members of a lot purchaser who reside in the home) to be able to use Windsock Village Airstrip. As to any lot that is appurtenant the right to use Windsock Village Airstrip, each lot owner shall become a member of Windsock Village Aviation Corporation and shall be obligated to pay dues and assessments to it and shall be bound by its rules and regulations and shall be entitled to be a member thereof, complying with all rules and regulations of Windsock Village Aviation Corporation. Accordingly, any lot that initially has appurtenant to it aviation rights shall have with it the obligation with the lot owner being a member of Windsock Village Aviation Corporation to comply with its rules and regulations and to pay dues and assessments to Windsock Village Aviation Corporation.

That the plan of the development does show an area abutting the runway for Windsock Village Airstrip and lots #57 and #58, a certain reserved area for the parking of aircraft. Any lot that has appurtenant to it aviation rights shall be obligated to pay a proportionate cost, that is one share per lot, for common expenses associated with the reserved parking area for aircraft which expenses shall include but not necessarily be limited to maintenance costs for said parking area, general liability insurance costs for said area and taxes. The association, from time to time, may adopt reasonable rules and regulations as to the number of aircraft any lot owner may have in the parking area and the manner and method in which they shall be parked. In addition, certain lots may have as appurtenant to them at the time of purchase, beach rights. Any lot owner also acquiring beach rights shall be obligated to the Association that manages the beach dues and assessments as the entity that operates the beach may from time to time determine. If beach rights are not initially obtained by the purchaser of a lot, the purchaser shall not be able to obtain beach rights in the future.

Likewise a purchaser when a purchaser acquires a lot from a developer, or _____, to the extent memberships are available and not earlier sold by the developer to obtain a membership in Windsock Village Beach Club. In the event a purchaser acquires a lot from the developer with a membership in Windsock Village Beach Club, such that a lot has appurtenant to it beach rights, so-called, the purchaser and the purchaser's heirs, successors and assigns will be a member of Windsock Village Beach Club. The same shall run with the property and the lots

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would have appurtenant to it in the future beach rights, so-called. This is a separate entity, as a result of obtaining such a beach club membership, the owner of the lot will be obligated to comply with the rules and regulations thereof and entitled to uses as permitted by Windsock Village Beach Club, this shall carry with it certain monetary obligations to pay dues and assessments as it determines as the same is assessed against its members. Accordingly, any lot that has appurtenant to it beach rights and a beach club membership assigned to it shall be a member of the Windsock Village Beach Club and to comply with its rules and regulations and pay dues and assessments to it as it determines.

ARTICLE VI
ASSOCIATION LAND

VI.1 Association land shall consist of that land which is not Lots as shown on plan of the development including but not limited to entrance way, roadways within the development and parking areas for air craft.

VI.2 Association Land shall be managed in such a way as to promote the Owners' enjoyment of the area including access to and from Lots on the Development.

VI.3 Subject to the Declaration, all Home Lots shall have a right and easement of enjoyment in common with others in and to the Association land providing that that portion allowed for parking of air craft shall be restricted in use to those Lot Owners that are using Windsock Aviation Airstrip and are entitled to use the same. All Lots shall be subject to easements of access and shall have appurtenant thereto to each Lot a right of ingress and egress over all roadways in the Development and each Lot shall be subject to easements for the installation, maintenance, repair and replacement of utility lines in the Development of which easement shall be appurtenant to and pass with a title to every Home Lot. Use of Association land including the roadway shall be subject to reasonably uniform applicable rules established by the Association pertaining to the use of the same. Lots that have conveyed to them as appurtenant to a Lot the right to use the Windsock Aviation Air Strip shall be entitled to have an aircraft parked in the same and such aircraft may use roadways in the Development for purposes of access to the airport. That is, any Lot that has appurtenant to aviation rights may use the roadways for purposes of taxing aircraft to and from the air strip.

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ARTICLE VII

HOME LOT RESTRICTIONS

VII.1 That except for Lot No. 2, and except for Paragraph F as it applies to Lot #13 in the development, the following restrictions are imposed upon each Lot in the development for the benefit of every other Lot. These restrictions may be enforced by the Developer and the Owner in the Development and/or by the Association excepting and providing that Lot No. 2 shall not be subject to these restrictions to any degree. At a later time the developer may impose a portion some or all of the following restrictions upon Lot No. 2 as the declarant determines in the future.

That, notwithstanding the above, Lot No. 2 shall be obligated to pay assessments as other lots in the development are obligated to pay assessments.

a. Each Home Lot shall be used for residential purposes only. Home Lots are permitted one residential structure and a reasonable, accessory structures for garages and other permitted purposes, that is, for a single-family dwelling only. No duplexes or multi-family dwelling shall be permitted. All residential structures and accessory structures shall be subject to the architectural review, including exterior finish and other aesthetic considerations, of the Developer and may not be built without the prior written approval of the Developer, or its successors and assigns to whom this right is respectively conveyed. Upon the sale of the final Home Lot by the Developer, this review shall be conducted by the Association. All single family dwellings shall be constructed so that the exterior in dimension of living space area shall be 1,600 square feet or more. The review will be governed by the provisions of the Design Review Process attached hereto as Exhibit F. That a Home Owner may, notwithstanding the above, have a home business, so-called, operated from a home on the premises, provided that any such home occupation shall not have any advertising for the same in or within the development and any such home occupation shall not have more than two persons employed by it that do not reside in the home on a full-time basis and there shall be no exterior sign associated with said home occupation exceeding three square feet.

b. No use shall be made of the land to interfere with the quiet enjoyment of such in its natural state. No sign, billboards, poster board or advertising structure of any kind shall be erected or maintained on any Home Lot or structures

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for any purpose whatsoever, excepting such signs as may have been approved by the developer or its successors or assigns, the Board of Directors and the Association. The Developer and its agent may place, however, "For Sale" signs on Lots. As to homes built on 'speculation' "For Sale" signs shall be reasonably permitted. This provision shall not prevent the naming and posting of street signs and the like.

c. No lot shall be subdivided into smaller lots.

d. That the Board of Directors may establish such rules as it deems appropriate. The same shall include but not necessarily be limited to rules pertaining to off-road vehicles (including but not limited to snowmobiles, trail bikes and all terrain vehicles) and it may permit the same to travel upon common areas as the Board may from time to time determine is reasonable and appropriate, if at all. It is specifically noted that aircraft may taxi on roadways in the development to and from homes and the airstrip to the extent a lot has as appurtenant to it, aviation rights, in part as provided for above. The Board of Directors is specifically authorized to make such rules and regulations as it deems appropriate pertaining to the parking area for aircraft and limitations upon aircraft taxiing speed, times of taxiing and the like as it deems appropriate.

e. Tanks for the storage of fuel maintained on any lot shall be buried or enclosed.

f. No fowl, horses, household pets or other animals shall be kept on any Lot, except that a reasonable number of the usual household pets may be kept on Home Lots in conformity with those regulations from i to time established by the Association. This provision shall not apply to Lot No. 13, the declarant as the initial owner of Lot No. 13 and time declarant's heirs, successors and assigns may reasonably keep horses on Lot No. 13 for purposes of renting the same to third parties and boarding said horses for third parties. lot No. 13 shall be no maintained by the declarant and any successor, assign or grantee of the declarant so that no offensive odors as a result of horses being thereon shall adversely affect any abutting lots.

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g. No rubbish, junk, cuttings or other refuse shall be deposited or permitted to remain on any Lots. No trash, ashes or other refuse may be thrown or dumped on any land. The burning of refuse outdoors shall not be permitted. No incinerator or other device for the burning of refuse indoors shall be constructed, installed or used by any person except as approved by the Directors, or its successors or assigns.

h. No clothesline, air conditioning equipment or other personal property of a similar nature shall be maintained, kept, stored, placed or left where it may be seen by the general public or other owners, without the prior written consent of the Directors.

i. No trees of greater than four (4) inches in diameter at a point two feet above ground level on any Home Lot shall be cut or removed without written approval of the Board of Directors except as permitted under the Design Review Process.

j. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Home lot or on the Association land.

k. No temporary structure, excavation, basement, trailer or tent shall be permitted, placed, moved onto, or erected on any Home Lot. This provision shall not prevent the construction of a foundation and excavation useful or necessary for the construction of the dwelling or out building on any Lot. Tents may reasonably be erected for use by children and reasonably used by children of the Lot owner and cannot be used as any type of permanent dwelling and shall not be placed upon Lots for extended uses as sleeping accommodations. The Board of Directors may adopt such rules as the Board deems from time to time as appropriate pertaining to restrictions on the use of tents on any Home Lot.

l. Each owner shall, at his own expense, keep this Lot and its equipment and appurtenances, including landscaping in good order, condition and repair. Each owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal.

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m. No owner shall, without prior consent of the Directors, make or permit to be made, any structural alteration, improvement or addition to the exterior of his home nor impair any easement or right or personal property which is part of the Home Lot.

n. No Home Lot owner shall, without prior consent of the Directors, paint or redecorate the exterior of his residence or accessory buildings as to alter its approved appearance or disrupt the harmonious integrity of the homes.

o. All sewage disposal systems shall be constructed in compliance with applicable law. All subsurface sewage disposal systems shall be maintained and kept in good operating condition as not to permit any sewage or waste to reach the surface. Any sewage disposal system that fails shall be properly replaced and shall be operated, maintained and controlled so as not to create a nuisance or any health hazard.

p. No hunting, trapping or other interference with the natural life cycles and pattern of birds and animals shall be permitted on the property except as may be necessary to control pests and vermin. No firearms shall be discharged on any property and any common area whatsoever.

q. All homes constructed shall be completed and landscaped within one year from commencement of excavation on the property.

r. Private swimming pools and tennis courts or similar areas located on a Lot for outdoor physical activities and games, if any, shall not be erected or constructed in the front of any residence, on a Home Lot and shall be adequately fenced. No above-ground pools shall be erected on any Home Lot. No such areas for outdoor physical activities or games shall be allowed to become offensive to abutters or to become a nuisance by reason of noise. The front of the residence is the roadside portion thereof.

s. No obstruction to traffic on any roads or blocking of entries of Home Lots by reason of the parking of vehicles shall be allowed. Owners shall be responsible for any and all obstruction by members of their household, their

lessees and guests. Vehicles shall not exceed 15 mph while traveling on road including but not limited to roads leading from public ways to the subject premises.

t. Gravel, loam, compost, leaves, fertilizers or other mineral waste product or commodity shall not be piled nor stored on any Home Lot without prior written permission of the Directors. Snow and ice shall not be dumped on roads so as to create an obstruction to traffic or interfere with the view of adjoining property.

u. That gardens may be created and maintained on Lots that providing that a vegetable garden on the roadside of any home shall not exceed 240 square feet in area without written permission of the Board of Directors.

v. That all electric lines leading from a roadway to a home other building on a lot shall, from the roadway, be under ground, should be installed in compliance with all state and local regulations pertaining to the installation of under ground electrical wires, conduit and the like.

w. That the Association's board of Directors, upon a vote of three-quarters (3/4) thereof, is empowered to adopt and amend, from time to time, reasonable rules and regulations concerning the use of the Association Land provided that such rules are not contrary to or inconsistent with this Declaration. Copies of the rules shall be furnished in writing to all Home Owners at least thirty (30) days prior to the time when they shall become effective. A vote of the owners by majority interest of the lot owners present or voting by proxy at a meeting of the Association may overrule and declare void any rule adopted by the Board provided that notice of the proposal to overrule such accrue shall be included in the notice of the meeting. An Association meeting shall be scheduled within 30 days by the Board of Directors whenever one shall be requested in writing by at least twenty-five (25%) in voting interest of the owners.

x. No use shall be made of any Home lot which will reasonably affect the flowage of ground water and no use shall be made that will affect the flowage or quality of water of any stream running through the development without prior approval by all local, state and county regulatory agencies and approval of the Board of Directors.

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y. Where strict conformity with the provisions of these restrictions shall cause undue hardship of injustice to an owner, the Board of Directors shall have authority to grant a variance therefrom by a three-quarters (3/4) vote, provided that there is substantial compliance with these provisions and provided that any other owner is not adversely affected to any material degree.

ARTICLE VII
DISREPAIR AND DESTRUCTION

VIII.1 In the event any structure or a Home Lot falls into such a state of disrepair as to be deemed a 'hazardous building', being defined as any structure or part of a structure which, because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health, the Board of Directors may order the owner thereof to correct the hazardous condition of such building. The order of the Board shall state in writing the grounds therefore, specifying the necessary repairs and providing ninety (90) days for compliance. In the event of failure of the owner to comply, the Board may cause any such building to be repaired at the cost and expense of the owner or, if in its opinion the same is necessary, for safety purposes, razed or put in a safe condition at the cost and expense of the owner.

VIII.2 For purposes of enforcement hereof, each owner's policy of hazard insurance shall name the Association an insured as its interest may appear.

VIII.3 The Board of Directors shall keep an accurate account of expenses incurred in carrying out its order and of all other expenses theretofore, incurred in connection with its enforcement, including specifically, but not exclusively, any and all attorneys' fees, construction charges connected with labor, materials and services in repair and/or rebuilding or the premises from the time the order was originally made and shall credit thereon the amounts, if any, originally made and shall credit thereon the amounts, if any, received from the sale of the salvage or building or structure and any casualty insurance payments. if the amount received from the sale of the salvage, including any personal property and fixtures situated therein and insurance proceeds does not equal or exceed the amount of expenses, the Board shall establish the amount of the

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difference as a deficiency which amount shall be continuing lien against he property together with interest thereon computed from the expiration of the ninety (90) day period for compliance at the rate of one and one-half (1 1/2%) percent per month along with all costs of collection including attorneys' reasonable fees. Said lien shall also be the personal obligation of the owner of such property and shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to New Hampshire Revised Statutes annotated Chapter 479.

ARTICLE IX
RESERVED EASEMENTS AND RIGHTS

IX.1 Developer expressly reserves in all Home Lots and in the Association land and each shall be conveyed subject to, easements to allow any of the following uses and purposes:

a. Service boxes, poles, wires and conduits, above or below ground, for the transmission of electricity and telephone messages, and other purposes and for necessary attachments in connection therewith;

b. Facilities (pumps, etc.), ditches, pipes and culverts for surface water drainage and sewer, water and gas mains and water supply systems including water lines for irrigation and for the community water system, and pipes and appurtenances thereto including storm drains;

c. The construction and maintenance of slopes and cuts in conjunction with roadways and pathways upon the property;

d. Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;

e. Cables, conduits and wires above or below ground for community radio or television antenna services;

f. Installing, replacing, repairing and servicing any of the foregoing, including trimming and cutting;

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g. Use of Association land and Association property for building construction and sales purposes conducive to the completion of this development and for construction of recreational facilities and related amenities.

h. A potential purchaser should carefully examine any lot prior to entering into a contract to purchase the same to determine how, if at all, easements referred to above including but not limited to easements for electricity, telephone, water lines, drainage easements, etc., effect the use of a lot.

IX.2 The Developer specifically gives notice that roadways in the development are subject to the rights of others to use them, be it known that roadways per the plan can lead to abutting property with such abutter having the right to pass and repass over roadways in the development.

IX.3 The Developer for itself, its heirs, successors and assigns (including as a possible assignee, the Association) and the Association shall have the right to enter any premises within the development in order to effect emergency repairs or to do any other act necessary to protect the property, health and safety of any owner in the development.

ARTICLE X
AMENDMENTS

X.1 During the first five (5) years following the recording of this Declaration in the Carroll County Registry of Deeds, the Covenants and Restrictions set forth herein or in any Declaration supplementary hereto may be amended at any time by a vote of three-quarters (3/4) of the aggregate voting strength of the Association, ratified by the Developer and three-quarters (3/4) of the Board of Directors, provided:

a. No such amendment shall be effective unless written notice of proposal thereof shall be sent to every member of the association at least thirty (30) days in advance of the meeting at which the same is considered; and

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b. An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the Registry of Deeds for the County in which this Declaration is recorded.

c. No such amendment shall be effective to relieve the Association of the obligation to maintain the Associations's land or impair any easements established hereunder.

X.2 After the expiration of said five (5) years, amendments to this Declaration or any Declaration supplementary hereto may be made in the same manner provided in Paragraph VIII.1 hereof except that the ratification of the Developer shall not be required.

ARTICLE XI
EXPANSION OF SOARING HEIGHTS

XI.1 the Developer expressly reserves to itself, its heirs, successors and assigns (including as a possible assignee, the Association) the right to expand the land subject to this Declaration for additional residential Home Lots. The right to expand such property shall not be limited in any fashion except that the property that which may be added to become a part of the Development shall only be abutting land. Expansion shall not require the consent of any owner or mortgagee and is only subject to those requirements which exit by statute, rule or regulation per the rules and regulations of the Attorney General's office. This does not impose upon the Developer or its successors, heirs or assigns the obligation to expand the development.

ARTICLE XIII
MISCELLANEOUS

XIII.1 The Covenants, Restrictions and Easements of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration or any Declaration supplemental hereto, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this

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Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument certifying that a vote of the then owners of the Lots has been taken and three-quarters (3/4) in voting interest of such owners, not including the Developer, have agreed to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least thirty (30 days in advance of any action taken.

XIII.2 Any notice required to be sent to any member under the provisions of this declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as a member on the records of the Association at the time of such mailing.

XIII.3 Enforcement of these Covenants, Restrictions and Easements shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

XIII.4 Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE XIV
UNDERGROUND UTILITIES LEADING TO IMPROVEMENTS ON A LOT

XIV.1 That to the extent telephone and electric service and the like do not exist to a lot, the purchaser of a lot shall be responsible for any costs and expenses incurred in causing the electrical/telephone companies servicing the area to install electrical/telephone transmission poles and lines leading to a lot. The same shall be constructed as close as is practicable to the roadways in the development. Any electrical or telephone lines from a pole to a home or other

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improvement on a lot shall be underground such that there shall be no overhead electrical/telephone wires or the like leading from a pole to a structure on a lot. Any cost or expense of installing the electrical/telephone service and the like in an underground manner shall be done as is required by State, Local and Utility regulations at the cost and expense of the home owner purchaser.

ARTICLE XV
ROADWAYS IN THE DEVELOPMENT

The roadways in the development are private roadways. The roadways in the development in the future shall continue to be private roadways in part, such that lot owners that have appurtenant to them aviation rights may, pursuant to rules and regulations that are from time to time enacted by the Board of Directors, reasonably taxi aircraft to and from houselots to the Windsock Village Aviation Airstrip. Notwithstanding any provisions to the above to the contrary, lot owners that own aircraft may reasonably cause aircraft, not to exceed two in number, to be hangered or tied down on a lot. At this point in time the roadway has not been paved or tarred. The developer expressly reserves the right to install a paving type material, known as "mixed in place" upon the roadway or such other paving material that it determines at a later time to install. Developer is not obligated to install any paving material whatsoever. In the event it elects to do so, it shall do so in its sole discretion and is not obligated to install any type of paving.

ARTICLE XVI
INSTALLATION OF WELLS AND SEPTIC SYSTEMS

Each purchaser of a lot shall be responsible for costs and expenses of installing a sewerage system on each lot. Any sewerage system shall be installed in compliance with State regulations and any local regulations that apply. There is no community water system. Each lot owner shall be responsible for installing the lot owner's own water supply system on the lot. Any well or water supply system on a lot shall be installed in compliance with State and local laws and

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regulations and shall be so installed such that it does not adversely impact upon the location of a septic system on an abutting lot unless an appropriate agreement is entered into with any abutting lot or lots that would be impacted as to future construction of a septic system and improvements with the abutting lot owner(s).

ARTICLE XVII

DESIGN REVIEW PROCESS

XVII.1 That the developer has enacted a Design Review Process as set forth in an appendage hereto. Construction, improvements and landscaping of a lot shall be subject to the terms, conditions and provisions thereof.

ARTICLE XVIII

TITLE HEADINGS

XIV.1 The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in now way are, nor are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope of intent of the particular section or clause to which they refer.

ARTICLE XIX

XIX.1 The property will be subject to a Design Review Process pursuant to and in furtherance of the Design Review Process heretofore established by Soaring Heights, Inc.

SOARING HEIGHTS, INC.

Dated: Sept 1, 19[illegible] BY: Ralph Floria President

Ralph Floria, President

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STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS

Dated: [illegible]

Personally appeared the above named, Ralph Floria , and acknowledged the foregoing document by him/her made to be his/her voluntary act and deed.

[signature]

~~Notary Public~~/Justice of the Peace
My Commission Expires: [illegible]

SOARING HEIGHTS, INC.

PUBLIC OFFERING STATEMENT

(Effective , 1997)

This subdivision is registered with the Consumer Protection and Antitrust Division of the Attorney General's Office of the State of New Hampshire pursuant to the provisions of the New Hampshire Land Sales Full Disclosure Act, RSA 356-A. the Act requires that a Public Offering Statement be furnished to a purchaser prior to or at the time he enters into a purchase agreement. The purpose of the statement is to disclose material facts pertaining to this subdivision. It is recommended that the purchaser read this statement carefully, physically inspect the property, review all sales and other documents in detail, and consult an attorney for advise. Nothing contained herein should be construed as suggesting that the Consumer Protection and Antitrust Division or any other public agency has determined that the disposition of any subdivision lot or interest therein is legally sufficient to protect the rights of purchasers.

Unless a purchaser has received this statement prior to or at the time he enters into a purchase agreement, he may void the contract at any time by giving written notice to the seller.

Receipt of this statement must be acknowledged in writing by the purchaser.

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I M P O R T A N T

NOTICE OF PURCHASER'S CANCELLATION RIGHTS

New Hampshire law provides that you have an express and unqualified right to cancel your Purchase and Sales Agreement within five (5) calendar days from the date the agreement was entered into or the delivery to you of the Public Offering Statement, whichever is later. If you elect to cancel, you may do so by written notice thereof hand-delivered or deposited in the United States mail, return receipt requested, within the five (5) day period, to the subdivider or to any agent of the subdivider; provided, however, that if you elect to mail the Notice of Cancellation, you must also provide the developer with telephonic notice of cancellation within the five (5) day period. Such cancellation shall be without penalty and any deposit made by you must be refunded in its entirety no later than ten (10) calendar days from the subdivider's receipt of your written notice of cancellation.

AMENDMENT TO

PUBLIC OFFERING STATEMENT

NOW COMES Soaring Heights, Inc. and supplements its Public Offering Statement as follows:

Soaring Heights, Inc. is a New Hampshire corporation with a principal place of business in Ossipee, New Hampshire. Its so-called "principals" in the corporation are Ralph Floria of Ossipee, New Hampshire and George Swansburg of Ossipee, NH That is, they are the officer, directors and shareholders of the corporation at this time. The corporation was formed for the purpose of developing the property that it has acquired in Ossipee, NH known as the Soaring Heights Subdivision. That subdivision consists of 63 lots of land. Approvals have been obtained by Soaring Heights, Inc. to develop the land from the Department of Environmental Services as well as the Town of Ossipee, New Hampshire, the Town of Ossipee, New Hampshire having approved the 63 lot subdivision in 1997. It is the intention of the developer to develop the 63 lot subdivision known as Soaring Heights into a prestigious residential community.

Daniel Hayford and Aviation Realty Corporation were, years ago, involved in development of a subdivision in Ossipee, NH known as The Bluffs. The Bluffs has as appurtenant to it and adjacent to the Development itself, an airfield suitable for use by light aircraft. The runway is a grass runway suitable for use by aircraft, single engine land and aircraft, multiengined land as normally used in general aviation. Mr. Hayford and Aviation Realty Corporation did reserve the right to expand that Development by developing through themselves or their assignees property now known as Soaring Heights, Inc.

As shown in deeds from Mr. Hayford and Aviation Realty Corporation to Ralph Floria, a copy of the same being attached hereto, Ralph Floria did acquire certain property and aviation rights and the ability to assign those rights to subdivided lots for the Development now known as Soaring Heights, Inc. As set forth in deeds appended hereto, Mr. Floria has conveyed the real estate commonly known as Soaring Heights and aviation rights to Soaring Heights, Inc.

In addition as set forth in Easement Deed to Ralph Floria and Easement Deed by Mr. Floria to Soaring Heights, Inc. there are a total of ten beach rights which can be enjoyed by and up to the lot owners in the Soaring Heights Development.

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All lots in the development except for Lot #2 and Lot #13 are subject to a uniform Declaration of Covenants, Conditions and Restrictions. The Restrictions do not apply to any degree to Lot #2 which may be used for commercial purposes by the developer, Soaring Heights, Inc., and its successors and assigns. In addition, Restrictions have been modified as to Lot #13 such that horses may be maintained on Lot #13 as set forth in the Restrictions. The remaining lots in the development are subject to the uniform set of Declaration of Covenants, Conditions and Restrictions. The Restrictions provide for the appropriate and orderly development of the subdivision restricting uses to residential uses in general with certain business or professional home occupations being permitted as set forth in the Restrictions. Any improvements made upon a lot, i.e. a home and outbuildings, etc., are subject to a design review process.

A purchaser in the development is allowed, without restriction, to have such person or entity that it desires construct improvements on a lot in the development. In the future, Soaring Heights, Inc., may build one or more speculation houses, so-called, in the development and it is willing to enter into contracts with purchasers, if they so desire, to construct residential homes for a purchaser on a lot. There is no restriction requiring Soaring Heights to be the builder. As to any improvements, the individual purchaser would be responsible for all materials and construction, including installation of a driveway, electrical/phone/utility services which must be underground from the roadway to any structures, as well as installing the purchaser's own sewage disposal system, i.e. a septic system, and water supply system. No guarantee is made by the develcper that a lot will have potable water with it. Each lot shall have to have its own water system and septic systems.

The Development itself which in part abuts the Windsock Village Aviation airstrip, so-called, consists in total of 106.7 acres. The Development consists of the 63 lots that have been subdivided as well as roadways situated within the Development. The roadways are private roadways, will always be private and will be maintained by the Lot Owners Association. The roads in the Development are dirt roads. While the developer may improve the same with a "mixed in place" type of pavement, it makes no representation or guaranty that this will occur. All purchasers of a lot in the Development shall be entitled to use the roadways for

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all purposes that roadways are normally used, including purposes of ingress and egress to public roads outside the Development. The Lot Owners Association will be responsible for the maintenance and repair of roadways in the Development.

As set forth in deeds submitted herewith, Lots in the Development may have as appurtenant to them, aviation rights, so-called. When a lot is initially sold to a purchaser by Soaring Heights, Inc., the lot may have as appurtenant to it, aviation rights. When a purchaser initially purchases a lot, the purchaser shall be making an election as to whether or not the property shall have as appurtenant to it, aviation rights. If aviation rights are not initially granted by the developer to the initial purchaser of a lot, the lot will not, at any time in the future, have aviation rights appurtenant to it. If when a lot is purchased, it does initially have aviation rights appurtenant to it, those rights shall always be appurtenant to the lot no matter who may later own the property. Lots that have appurtenant to it aviation rights, have the ability to taxi aircraft upon roadways in the Development and will have the right to taxi to and from the Windsock Village Aviation Airstrip. If a lot has conveyed appurtenant to it aviation rights, the lot owner will become a member of the Windsock Village Aviation Corporation which is not owned or controlled by the developer. A lot having aviation rights will be able to use the Windsock Village Airstrip, so-called, subject to the rules and regulations of Windsock Village Aviation Corporation. The lot owners will be required to pay dues and assessments to Windsock Village Aviation Corporation as it determines in addition to abiding by all of its rules and regulations.

Lots in the Development that have appurtenant to them aviation rights shall have the ability to have hangers constructed thereon for purposes of storing aircraft. In addition lots that have appurtenant to them aviation rights, shall be entitled to use the aircraft parking easement area shown on the plans. Such lots shall also be under an obligation to pay all common expenses associated with maintenance of that aircraft parking area including obligations for taxes, maintenance of the same and insurance.

As set forth in Easement Deed to Ralph Floria and Easement Deed by him to Soaring Heights, Inc., there is the ability for purchasers in the Development to acquire beach rights which, once acquired, would be appurtenant to a lot. Such

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beach rights would enable the owners of a lot to be members of Windsock Village Beach Club. As members they would be able to use the facilities of the beach club, so-called, being subject to its rules, regulations and obligations to pay for dues and assessments. Soaring Heights has acquired a total of ten beach rights, to wit Interest #3091 through and including #3100. The first numbered beach right will be appurtenant to Lot #29 and the second numbered beach right will be appurtenant to Lot #43, leaving eight beach rights that could be purchased by purchasers in the Development.

It is noted that the purchaser of a lot in the Development does not need to acquire aviation rights and does not need to acquire beach rights. If the same are acquired then the purchaser and the purchaser's heirs, successors and assigns of the lot would be a member of the aviation association and beach right association, being subject to their rules and regulations. Windsock Aviation and Windsock Village Beach Club are separate entities and are not related to Soaring Heights, Inc.

BK1766 PG411

Doc # 0000338 Jan 12, 2009 4:46 PM
Register of Deeds, Carroll County

AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF
SOARING HEIGHTS, INC.

AMENDMENT to the Declaration of Covenants, Restrictions, and Easements of Soaring Heights, Inc. made this 7th day of June, 2008 by the Soaring Heights Owners Association pursuant to Article X as follows:-

1. Article III.7 is hereby deleted in its entirety and replaced with the following:

> The Annual Meeting of the Owners Association shall take place in June of each year, generally concurrent with the Annual Meeting of the Windsock Village Aviation Corporation. Such other reasonable place or time may be set by written notice of the Directors mailed or delivered to the owners of record as of January 1, of year not less than twenty (20) days prior to the date fixed for said meeting.

2. Article V.3 is hereby deleted in its entirety and replaced with the following:

> Assessments made pursuant hereto, together with interest thereon computed from the due date of each assessment at the rate of one and one-half percent (1 ½%) per month, and all costs of collection thereof, including attorney's reasonable fees, shall be a charge on the Lot and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the owner of such property as of the time payment thereof shall become due. Said lien shall be enforced in the same manner as a Power of Sale Foreclosure pursuant to New Hampshire Revised Statutes Annotated Chapter 479. Notice of lien shall be placed on record at the Carroll County Registry of Deeds in the same manner and using the same procedure as a lien for assessments under RSA 356-B.
>
> The Association shall have the right to impose a ten dollar ($10.00) monthly service charge upon each Lot Owner whose assessment is thirty (30) days overdue, in addition to the interest imposed as previously set forth.

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3. Article XIII.3 is hereby deleted in its entirety and replaced with the following:

> Enforcement of these Covenants, Restrictions and Easements shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to all reasonable costs of enforcement, including court costs and attorney's fees.

WITNESS my hand and seal this 28th day of December, 2008.

The undersigned, Harold Wheeler, Secretary of the Soaring Heights Owners Association hereby certifies that forty (40%) percent of the common interest owned by all owners was cast in favor of the Amendment set forth herein at an Annual Meeting held on June 7, 2008 and that notice of the foregoing Amendment was given to all unit owners in accordance with the By-Laws by United States mail, first class postage pre-paid dated MAY 17, 2008.

Witness

Harold Wheeler, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

Personally appeared the above named, Harold Wheeler, as Secretary of the Soaring Heights Owners Association and acknowledged the foregoing instrument as his voluntary act and deed, before me this 28th day of December, 2008.

~~Notary Public~~/Justice of the Peace
Print Name: Deborah Fowler
My Commission Exp: 1/4/2010

BK2758PG0115

Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Windsock Aviation Corporation Bylaws

Last updated: June 25, 2014

ARTICLE I: NAME, LOCATION AND CORPORATE SEAL

Section 1. Name

The name of the corporation is Windsock Village Aviation Corporation.

Section 2. Location

The location and principal office of the corporation shall be at West Ossipee in the Town of Ossipee, Carroll County, New Hampshire.

Section 3. Corporate Seal

The corporate seal of the corporation shall be a circular disk bearing the words "Windsock Village Aviation Corporation, New Hampshire 1989".

ARTICLE II: MEMBERSHIP PURPOSES AND VOTING

Section 1. Membership.

The members of this corporation shall be the owners of all parcels of land (meaning by this term to include a condominium unit), the owners of which are required to be supporting members of the organization of lot owners in Windsock Village, Ossipee, New Hampshire, either by the terms of the initial separate conveyance of said parcel of land, or by express provision in any recorded restrictions applicable to such parcel of land, such as those certificates originally executed by Recreational Development Co., Inc. the first dated August 8, 1977, and recorded in Carroll County Registry of Deeds, Book 670, Page 343, and the second dated August 21, 1978, recorded in said registry of deeds at Book 715, Page 275, in each case as subsequently amended. The term "Windsock Village" for all purposes of these bylaws shall have the same meaning as set forth in amendments to the foregoing recorded certificates, such amendments having been executed by Aviation Realty Corporation under date of June 3, 1988, a[illegible] recorded respectively in said registry of deeds in Book 1333, Page 187, and Book 1333, Page 188. ownership of record shall be the only qualification for membership in this corporation; and mem[illegible]

ship in this corporation shall cease and terminate when any member shall cease to be the owner of record of such a parcel of land.

Section 2. Purposes

This corporation is intended to serve as the organization of all lot owners in Windsock Village, as referred to in the two-recorded certificates above mentioned.

Section 3. Voting

The members of this corporation shall have one vote for each separate lot owned bearing aviation rights.

Section 4. Proxies

At all annual and special meetings of the corporation the members may vote in person or by proxy. Any proxy shall be in writing, executed no more than ninety (90) days prior to the date of the meeting at which it is exercised, and shall be filed with the Secretary of the corporation no later than the commencement of such meeting. No proxies shall be utilized at meetings of the Board of Trustees.

ARTICLE III: MEMBERSHIP MEETINGS

Section 1. Annual Meetings

The Annual Meeting of the members of the corporation shall be held any Saturday in June each year at such time and place as the notice of such meeting may designate, in the Town of Ossipee, New Hampshire, to act upon the proposed annual budget, and to elect by ballot the trustees of the corporation, and to transact such other business as may come before the meeting.

Section 2. Special Meetings

Special Meetings may be called by the President or by the Board of Trustees, and shall be called by the Board of Trustees upon the written request of fifteen (15) or more voting members.

Section 3. Notice of Meeting

Written notice stating the place, date and hour of any meeting shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than forty-five (45) days before the date of such meeting. In the case of a Special Meeting, the purpose or purposes for which the meeting is called shall be stated in the notice, and no other business shall be transacted at such special meeting. If mailed, the notice of a meeting shall be deemed to have been delivered when mailed, duly addressed to the member at his address as it appears on the records of the corporation.

Each member shall furnish the Secretary with his current mailing address, to which all notices shall be directed.

Section 4. Quorum

The quorum will consist of 20 members of the voting body to be physically present to open any annual or special meeting. No fewer than 15 must be physically present to cast votes on any issue throughout the meeting.

Section 5. Order of Business at Annual Meeting

The order of business at each Annual Meeting shall be as follows:

1. Certification by Secretary of notice given for the meeting.
2. Establishment of a quorum.
3. Review of the minutes of the last Annual and any intervening Special Meeting.
4. Report of the President.
5. Report of the Treasurer.
6. Old Business.
7. Presentation, consideration and adoption of the budgets.
8. Election of Trustees.
9. New Business.

ARTICLE IV: BOARD OF TRUSTEES

Section 1. General Powers

The affairs of the corporation shall be managed by its Board of Trustees. Except as limited by votes of the members, the Board of Trustees may exercise all powers and authority of the corporation, save for such as may be reserved by law or these bylaws to members.

Section 2. Constitution of Board

For the fiscal year beginning June 1, 1989, and ending May 31, 1990, the board of trustees will consist of nine (9) members, with three-year staggered terms (1/3 for one year, 1/3 for two years, and 1/3 for three years). Thereafter, the Board of Trustees shall consist of not less than five (5) persons nor more than nine (9), as determined by the members of the corporation at their annual meeting. The Board shall include the President of the corporation, its Vice President, its Treasurer and its Secretary, each of whom shall ex officio be members of the Board of Trustees. The remainder of the Board of Trustees, necessary to make up the total number fixed by vote of the members of the corporation at their Annual

Meeting, shall be nominated and elected by the members of the corporation at the Annual Meeting of such members. No person shall be eligible to be a member of the Board of Trustees who is not either a voting member of the corporation or the spouse of such a voting member. All trustees once elected

shall hold office for their elected term and thereafter until their successors are elected and qualified. Should a board member miss three consecutive board meetings, said member's seat will become vacant.

Section 3. Vacancies: Quorum

The Board of Trustees shall be authorized by majority vote of its number to fill any vacancy occurring in any office of the corporation, for whatever reason, including any vacancy from among their own number. Persons selected by the Board to fill any such vacancy shall serve until the next Annual Meeting of the members of the corporation. The Board of Trustees, by majority vote of its number, shall have the authority to remove from office any officer of the corporation, including any of their own number, with cause, whenever the Board shall determine that such removal would be in the best interest of the corporations. The Board shall serve as the Nominating Committee for the corporation. A majority of the members of the Board shall constitute a quorum for any meeting of the Board.

Section 4. Meetings of Board

The Board may, from time to time, establish and/or amend a regular meeting schedule for the Board. Special meetings of the Board may be called at any time by the President or on request of any four members of the Board. Notice of Board meetings may be given in writing by mail, in which case such notice shall be deposited in the mail not later than five (5) days prior to the meeting; or in the alternative may be given by telephone, in person, or by E-Mail or other electronic means, in any of the latter cases notice shall not be later than three (3) days prior to the meeting. Failure to give such notice of any regularly scheduled meeting of the Board shall not affect the validity of any actions taken at such meeting. Actions taken at any meeting in which all members of the Board are present shall be valid, regardless of whether or not any notice was given of the meeting.

Members of the Board may participate in a meeting of the Board or any committee by means of conference telephone or similar communications equipment if all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

ARTICLE V: OFFICERS

Section 1. Officers

The officers of the corporation shall be a President, a Vice President, a Treasurer and a Secretary, and such other officer, if any, as the Board of Trustees may from time to time deem necessary. No person shall serve as an officer of the corporation who is not a voting member of the corporation or the spouse of such a voting member.

Section 2. Election; Term

The officers of the corporation shall be elected annually by the members of the Board of Trustees at the first meeting subsequent to the Annual Meeting.

Each officer shall serve for the term of one (1) year until the following Annual Meeting and thereafter until their respective successors have been elected and qualified.

Section 3. President

The President shall be the principal executive officer of the corporation, and shall in general supervise and control all affairs of the corporation. He shall preside at all meetings of the members and of the Board of Trustees. In the absence of the Treasurer of the corporation, he may sign any deeds, notes, contracts or other instruments which the Board of Trustees has authorized to be executed; and in general he shall perform all duties ordinarily incident to the office of President and such other duties as may from time to time be directed by the Board of Trustees. The president is a member of the association and as such has the right to vote on any motion, whether or not it involves a vote to break a tie.

Section 4. Vice President

The Vice President shall, during periods of the President's absence, perform all duties which otherwise would have been performed by the President, and in the performance of such duties shall be vested with the same authority which the President, if present would have had. The Vice President shall perform such other duties as may be prescribed by the President or by the Board of Trustees from time to time.

Section 5. Treasurer

The Treasurer shall have charge and custody of, and shall be responsible for, all funds and securities of the corporation; shall receive and give receipts for monies due and payable to the corporation from any source whatsoever, and shall deposit all such monies in the name of the corporation in such bank, trust company, or other depository as shall be selected by the Board of Trustees. He shall be authorized to sign on behalf of the corporation any deeds, notes, contracts or other instrument which the Board of Trustees has authorized to be executed. He will timely pay from the corporation funds all bills and debts of the corporation; and shall maintain a record of the financial transactions and condition of the corporation which he will make available on request to the Board of Trustees and to the members of the corporation at any meetings of either said trustees or said members. In general, he shall perform all the duties ordinarily incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees. If required by the Board of Trustees, the Treasurer shall, at the expense of the corporation, give bond for the faithful discharge of his duties in such amount and with such sureties as the Board of Trustees shall determine. The Treasurer shall cause to be maintained a current listing of the members of the corporation.

Section 5a. Audit of outgoing treasurer's books

When there is a personnel change in the office of treasurer an audit, preferably an internal audit, of the outgoing treasurer's books will be done. This audit shall be done by the outgoing treasurer, the incoming treasurer, at least one other member of the Board, and if available a qualified person familiar with bookkeeping.

Section 6. Secretary

The Secretary shall keep the minutes of the meetings of the Board of Trustees and of the meetings of the members of the corporation. He shall give notice of all such meetings in accordance with the provisions of these bylaws and as required by law. In general, the Secretary shall perform all duties indicant to the office of Secretary, and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees.

The Secretary shall cause to be maintained a current list of the officers and trustees of the corporation.

Section 7. Registered Agent

The Board of Trustees shall, when and if required by law, designate a Registered Agent who shall be a resident of the State of New Hampshire, and who shall act as agent for the corporation for the service of process on the corporation, and for the purpose of receiving communications from the Corporation Division of the Secretary of State of the State of New Hampshire. The Registered Agent may be, but need not be, a voting member of the corporation or a spouse of such a voting member.

ARTICLE VI: BUDGET AND ASSESSMENT

Section 1. Fiscal Year

The fiscal year of the corporation shall be June 1 to May 31; unless and until hereafter changed by vote of the members or of the Board of Trustees.

Section 2. Budget.

Each year at the Annual Meeting of the corporation, the Board of Trustees shall cause to be prepared and submit to the members a budget for the current fiscal year. The budget shall show, separately, amounts required for the continuance of current services, and amount, if any, proposed for extension of services and for capital expenditures for additional facilities and/or improvements. The budget for current services shall include a provision for adequate liability insurance covering the activities of the corporation and its officers and trustees; and shall include a reasonable reserve for contingencies. The budget as submitted by the Board of Trustees may be amended by the members of the corporation, and shall be adopted by them either as submitted by the Board or as amended. The failure of the members to adopt any budget at the Annual Meeting shall be deemed an adoption of the current services budget as prepared and submitted by the Board of Trustees.

Section 2a. Budget Expenditures

The Board of Trustees shall monitor expenditures of the approved budget throughout the fiscal year. Should any line item of the budget be over-expended, the board has the authority to adjust other line items to cover this overage. The Board of Trustees shall, however, keep expenditures within the total expenses line of the budget as approved.

Section 2b. Emergency Expenditures From Savings

The Board of Trustees is authorized to expend up to thirty thousand dollars ($30,000) or 75 percent of unreserved savings, whichever is the lesser amount, from savings in the event of an emergency need such as (but not limited to) damage repairs from natural or manmade disasters or other unforeseen and unbudgeted large expenses. In the event the Board is forced to use this authority it will notify the membership via US Mail no more than 20 days after making such emergency expenditures. A full review of any emergency expenditures made under this section will be presented to the membership at the next membership meeting.

Section 3. Annual Assessments

The budget as adopted at the Annual Meeting, excluding the items exclusively applicable to taxiway maintenance, shall be equally divided into as many shares as there are members obligated to pay annual assessments. Taxiway specific budget items shall be charged as specified in Section 2 of the Windsock Village II Covenants and Restrictions. Each such member shall be billed prior to November 1 of each year the amount of his annual assessment for the current year.

Section 4. Special Assessments

The Board of Trustees may, as the need arises, require a special assessment to meet unforeseen expenses. Any such special assessment shall be due as and when specified by the board of Trustees, and shall be apportioned and billed in the same manner as the regular annual assessment. Such special assessment, unless approved by special vote of the members of the corporation, shall cover only the continuance of current services and maintenance until the next Annual Meeting of the members of the corporation. The members may, at any meeting of the corporation, approve such a special assessment in order to provide funds required to cover current services and maintenance until the next Annual Meeting of the members of the corporation.

Section 5. Collection of Assessments

Should any member fail to pay any assessment on or before thirty (30) days following the date when the same is due, whether such due date is fixed by recorded restrictions, these bylaws, or by vote of the Board of Trustees, he shall be liable for interest on such late payment, computed from the date the assessment was due, at a rate of 18 percent reviewed annually by the Board. After the elapse of any such thirty (30) day grace period, it shall be the duty of the Treasurer of the corporation to promptly in[illegible]

proceedings for the collection of any such unpaid assessment, with no further notice to the delinquent member to be required. Proceedings for collection may include but are not limited to filing a small claim and/or recording a lien on the members' property at the Carroll County Registry of Deeds. In the case of any such collection, the corporation shall be entitled to recover not only the unpaid assessment and interest computed as above set forth, but also all reasonable expenses of collection, including reasonable attorney's fees.

Section 6. Borrowing

The Board of Trustees shall at any time be authorized to borrow from any bank or other source, on the credit of the corporation, such sum or sums of not more than the total amount due the corporation as the Board may deem necessary or advisable to carry out the obligation of the corporation to maintain, improve and regulate the common aviation runway and common taxiway areas within Windsock Village. As an incentive for the early payment of any assessment, the Board may authorize the Treasurer to offer reasonable discounts for the early payment of any assessment by such advance payment dates as may be designated by the Board of Trustees.

ARTICLE VII: COMMON FACILITIES

Section 1. Acceptance of Deed

Promptly follow in the organization of this corporation, its officers shall accept conveyance from the developer of Windsock Village transferring title to the corporation in fee simple to all common areas heretofore designated as such on recorded plans of Windsock Village, as well as the right of such developer to improve, maintain and regulate said common areas and all common roadways within Windsock Village; and also including the rights of such developer to enforce all recorded restrictions applicable to Windsock Village, the discretionary right of such developer to approve the design of hangars within Windsock Village and the right of such developer to convey to the municipality in which they are located a public easement of travel over any or all of the roadways located a public easement of travel over any or all of the roadways in Windsock Village; and also the right of such developer to impose and collect annual and/or special assessments in order to provide funds for any of the foregoing purposes.

ARTICLE VIII: MISCELLANEOUS

Section 1. Severability

The invalidity of any part of these bylaws shall not impair or affect in any manner of the validity, enforceability or effect of the balance of these bylaws.

Section 2. Captions

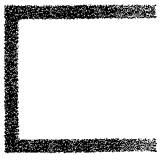
The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these bylaws, or the intent of any provisions thereof.

Section 3. Gender

The use of the masculine gender in these bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context or circumstances shall so require.

Section 4. No Waiver

No restrictions, condition, obligation or provision contained in, or referred to by, these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may have occurred.



Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Latest Changes

Last updated: July 15, 2019 (New language is bolded)

ARTICLE IV: BOARD OF TRUSTEES

Section 3. Notice of Meeting

The Board may, from time to time, establish and/or amend a regular meeting schedule for the Board. Special meetings of the Board may be called at any time by the President or on request of any four members of the Board. Notice of Board meetings may be given in writing by mail, ~~in which Notice of Board meetings may be given in writing by mail,~~ in which case such notice shall be deposited in the mail not later than five (5) days prior to the meeting; or in the alternative may be given by telephone, ~~or~~ in person, **or by E-Mail or other electronic means,** in ~~either of which~~ **any of the latter** cases notice shall not be later than three (3) days prior to the meeting. Failure to give such notice of any regularly scheduled meeting of the Board shall not affect the validity of any actions taken at such meeting. Actions taken at any meeting in which all members of the Board are present shall be valid, regardless of whether or not any notice was given of the meeting.

Members of the Board may participate in a meeting of the Board or any committee by means of conference telephone or similar communications equipment if all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

ARTICLE VI: BUDGET AND ASSESSMENT

Section 3. Annual Assessments

The budget as adopted at the Annual Meeting**, excluding the items exclusively applicable to taxiway maintenance,** shall be equally divided into as many shares as there are members obligated to pay annual assessments. **Taxiway specific budget items shall be charged as specified in Section 2 of the Windsock Village II Covenants and Restrictions.** Each such member shall be billed prior to November 1 of each year the amount of his annual assessment for the current year.

Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Windsock Village Aviation Corporation Covenants & Restrictions

Covenants and restrictions that apply to members of the Aviation Corporation are included in the C & Rs for either Windsock Village I or Windsock Village II.

For lots located in the Windsock Village I, the applicable C & Rs are found in the "Restrictions" section, item "2". The relevant text is as follows:

2. Applicable To Lots With Aviation Rights:

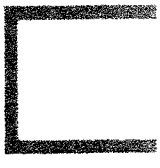
The owners of all lots with common aviation rights shall constitute a separate organization, with every such owner to have one vote for each such lot owned. This aviation organization shall adopt programs and reasonable regulations for the maintenance, improvement, use and governance. of the airstrip. Said organization shall impose on its members an annual, and such special, assessments as may be, found necessary to operate, maintain and/or improve said airstrip. While the Grantor owns a majority of the lots adjoining said airstrip, the assessment for each year is hereby fixed at $100 per lot with common aviation rights. The annual aviation assessment shall be due and payable on or before November 1 each year. The owner of any lot with aviation. rights shall not keep more than two aircraft at the airstrip for each such lot owned. In addition to other enforcement provisions herein, the owner of a lot with aviation rights may be prohibited from using said airstrip during any periods while such owner fails to comply with the provisions of this paragraph or with regulations established thereunder.

For lots located in the Windsock Village II or Soaring Heights, the applicable C & Rs are found in the "Restrictions" section, item "2". The relevant text is as follows:

2. Special Obligations Applicable To Lots With Aviation Rights:

The owners of all lots with common aviation rights shall constitute a separate organization with every such owner to have one vote for each such lot owned. This aviation organization shall adopt programs end reasonable regulations for the maintenance, improvement, use and gov
nance of the airstrip. Said organization shall impose on its members an annual, and such spe
assessments as may be found necessary to operate, maintain and/or improve said airstrip. So

long as the Grantor continues to maintain the airstrip, not having turned over such duties in writing to the aviation organization, the assessment for each year is hereby fixed at $100 per lot with common aviation rights. The annual aviation assessment shall be due and payable on or before November 1 each year. The owner of any lot with aviation rights shall not base more than two aircraft at the airstrip for each such lot owned. If the same person owns more than one lot with aviation rights, he shall only be required to pay an annual aviation assessment with respect to lots as to which he is using the aircraft basing rights, but any such person shall pay a minimum of one annual aviation assessment. In addition to other enforcement provisions herein, the owner of a lot with aviation rights may be prohibited from using said airstrip during any periods while such owner fails to comply with the provisions of this paragraph or with regulations established thereunder. The annual aviation assessment may include an extra charge designed to cover the expense of maintaining end keeping open taxi-ways shown on said plan and serving lots with which aviation rights have been conveyed. Such extra charge shall be fairly apportioned among, and only made to, the owners of lots with aviation rights which front on such taxi-ways. So long as Grantor continues to maintain the airstrip and taxi-way, not having turned over such duties in writing to the aviation organization, such extra charge for taxi-way lots shall be limited to $50.00 per year.



Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Guidelines for Everyone

If you have questions that are not answered below, please contact the WVAC Board at WindsockVillageAviation@gmail.com or (207) 370-5168.

The runway and taxiways are for aircraft use, no motorized vehicles are allowed. Any person walking along the runway or taxiways are advised to stay along the edge and pay attention for possible aircraft activity which can occur at any time, day or night.

PEOPLE and PETS

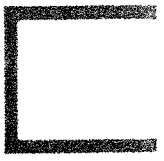
- Be extremely alert at all times when walking on the runway or taxiways. Remember that aircraft can be quieter than you think and you may not hear an aircraft landing behind you.
- Look in all directions before crossing the runway or taxiways and minimize time spent in the areas used by aircraft.
- Aircraft may be using the runway and taxiways at any time, including night and during poor weather. There is no time when the runway or taxiways can be used for recreational purposes.
- Windsock rules and Ossipee regulations require dogs be on a leash or very well behaved. Unleashed dogs on the runway or taxiway can be extremely dangerous to aircraft, not to mention unhealthy for the dog. Remember that a pet's owner is responsible for any damage to an aircraft, runway or taxiway caused by a pet.
- Watch for aircraft entering the runway or taxiway from residences.
- Treat all propellers (spinning or not) with respect. Never be too near or touch a propeller. Moving a propeller even the smallest amount could cause it to spin enough to cause serious injury.
- Please be aware of and abide by Windsock's Drone/UAV Guidelines.

VEHICLES

- No motorized vehicles other than aircraft are allowed on the runway or taxiways
  - Exceptions may be made with permission from a member of the WVAC Board
  - Snowmobiles are allowed to use the edges of the runway and taxiway to transit from a residence to the trail system and back when conditions are appropriate and at conservative speeds. A snowmobile operator's permission to use the runway and taxiway will be rescinded if abuse is noted.
- Soaring Heights roadways are joint use with aircraft having right of way.
  - Watch carefully for aircraft when driving in Soaring Heights and if one is encountered, the best course tion is to back up into the nearest driveway or cross road and wait for the aircraft to pass. Aircraft can reverse and the roads are not wide enough to allow side-by-side passage.

- Because Soaring Heights roads are used for taxiing aircraft, winter sanding is limited to a few intersections and no salt is used.

- Sections of Windsock Village roadways that cross a taxiway receive less winter treatment than the rest of the road system. Be aware that parts of the road may have less sand or be plowed differently.



Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Runway Information

The runway at Windsock village has the FAA identifier of NH69 and is listed in most GPS databases. Note that the airpark is situated in valley most notably bordered by the Ossipee mountains to the southwest and Ossipee Lake to the southeast. The runway is surrounded by tall pine trees and is difficult to see when in the valley and below 2500 feet msl.

- Click here to display WIndsock Village Airpark in Google Maps
- Click here to display the Airnav page for Windsock Village Airpark
- Communications:
  - CTAF: 123.05
  - Pilot Controlled lighting: 123.05 (5 slow clicks)
- Weather:
  - Click here for unofficial current Windsock weather
  - Laconia (KLCI) AWOS: 133.525 (603-524-5134) - 18 miles SW
  - Fryeburg (KIZG) AWOS: 135.775 (207-935-2882) - 14 miles NE
- Fuel: None
- Tie-downs: No public tie downs. Parking available mid-field on the east side – just south of the wind sock.
- Attended: No. You can leave a message at (207) 370-5168 or email to WindsockVillageAviation@gmail.com. Normal response time is an hour or two.
- Caution:
  - This is a residential airpark, be extra vigilant for people, pets and wildlife on the runway.
  - Please make recommended radio calls if equipped and be advised that NORDO (no radio) operations are common.


North runway access
NORTH
Windsock Village Airpark
NH69
Airport Diagram
CTAF:
123.05
Left Traffic
15 & 33
15
4000' x 225' turf
33
Windsock
East runway access
and tie-down area
Taxiway A5
Taxiway Alpha
Taxiway A1
Taxiway A2
Taxiway A3
Taxiway A4
Taxiway A5

Windsock Village Air Park

THE LAKES REGION RESIDENTIAL FLY-IN COMMUNITY

Drone/UAV Guidelines

Unmanned Aerial Vehicles (UAVs) aka Drones have become extremely popular in recent years, and are a great low cost introduction to aviation for many people. The Windsock Village Aviation Corporation encourages a safe and enjoyable aviation environment for all aviators.

To fly a Drone within 5 miles of Windsock Village Airpark the following guidelines must be followed:

- All model aircraft must be flown according to the law.
- Per federal law, you must register your drone/UAV with the Federal Aviation Administration (FAA). This law also applies to model aircraft.
- Contact the Windsock Village Airpark Drone Coordinator at least 48 hours prior to flight — Carl Tyler, **(207) 370-5168 or WindsockVillageAviation@gmail.com**
- If a manned aircraft is flying within the vicinity, **LAND THE DRONE**.
- At a minimum, have aircraft communications available through LiveATC whilst flying the drone. Preferably have a two way radio, announcing your position to aircraft in the area.
- Always fly your drone/UAV under 400 feet and keep it within your direct line of sight. We would prefer drones are flown below the tree tops.
- Fly only during daylight.
- Don't fly over another person's land without their permission.
- Don't fly over moving cars, trucks, motorcycles, and other vehicles.
- If operating the drone for commercial reasons, example realty photography, the pilot of the drone must hold a Remote Pilot Certificate from the FAA, and carry insurance. You must have permission from the Drone Coordinator or another member of the Windsock Village Aviation Corporation prior to your flight.
- All New Hampshire privacy laws must be honored and obeyed.

Under ALL circumstances, manned aircraft have the right of way.