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bill
copy

August 29, 1995

Michael R. Feeney, Esq.
PO Box 389
Newport NH 03773-0389

Dear Michael,

Congratualtions on your new appointment! The Stocker Pond Association appreciates very much the information you gave Arthur to give to us, in response to a recent fax I sent to Arthur about our association. A copy of the gist of that fax and a summary of your answer (I hope you can recognize it!) as I got it through Arthur, and then tried to convey to our board of directors - is attached.

The reason for the second inquiry is this: First, we may have a pending situation where a new family has purchased land and built within the last year and it appears they may be violating the deed restrictions in the future, if not already, in a number of ways. Some of the items may be in violation of zoning laws as well, but more items seem to be in violation of the deed restrictions. If what the Grantham "staff person" (referred to in the attached) says about our need to first have the deed restriction enforcement powers quit claim deeded to the Association (or some other spin off group, as not the whole association membership comes under the deed restrictions) is true, then the next questions is: Do we want to go forward and have these responsibilities deeded to us?"

So "the board" is now asking what it would cost to have this responsibility deeded to us. Perhaps, again, it is not all that simple. But hopefully it is, and we can get a ball park cost for just the deeding. Then we can take things from there.

We will be having a meeting the second weekend in September, so if possible I would appreciate an answer before that time. If you have any questions, please call me. If this something that does not fall within your normal work scope, we would appreciate a referral. Thanks for your help.

Sincerely,

cc: AHA, Thain Allan, Barbara Eckbreth

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FILE COPY

October 18, 1995

Michael R. Feeney, Esq.
PO Box 389
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Dear Mike,

Thanks for your follow up letter of October 6 in response to mine of August 29. I have not responded to you for several reasons: First, I was unaware that you did not receive the enclosure mentioned in my August 29th letter (and have made sure to enclosed a copy this time). Second, the meeting I anticipated would be scheduled early in September never came about. Third, I talked with Arthur on the phone and he suggested I call you and discuss the situation. I had planned on doing this when, and if, the September meeting was actually scheduled. Fortunately, your follow up file is far better shape than ours, and it will serve to get us back on track.

I gather from what Arthur felt would most likely be your response to my call would be to confirm that obtaining a Quit Claim deed would be of little value based on the reasons already outlined by Arthur and listed in my August 10 memo to Thain Allan.

I'll mail this letter today and call you in a couple of weeks, after you have has a chance to see the enclosure I neglected to send in my previous correspondence.

Thanks again for following up on this.

Sincerely,

cc: Thain Allan, Barbara Eckbreth

TO: Thain Allan August 10, 1995

FROM: Fred Parsons

SUBJECT: 2nd Draft of Minutes & Research on Legal Advise

CC: B. Eckbreth, J. English, & M. Reney (this letter only - not mins draft)

FILE COPY

Below is a portion of the text of a message I faxed to lawyer friend Arthur Adams in Newport, and then below that are my notes summarizing his answer:

<<2) I have a question, perhaps it should be asked of Michael Feeney (*his associate*):

I am secretary/treas of the Stocker Pond Association - Grantham, NH, and they have asked me to find out how much it might cost our association to get some legal advice on the following:

We have been an association for over 25 years - but we only collect \$5.00 yearly dues, so do not have a large treasury and only about 30 members. On the other hand, we recognize we have to spend money when the association's reasons for existence require it. One side of the pond was first developed in the 30's by mostly people from Claremont NH (about only 5 properties) and there is also a lumber yard/saw mill on this side (Cote & Reney). On the other side pond is about 30 some water front lots and a variety of back lots. All of these lots are held by about 25 owners, who purchased their properties through the 3 C's Corporation, with deed restrictions part of the purchase of each property. Back in 1988, Gretel Cole, the widow of the developer, asked the association to take over the responsibility of enforcing the deed restrictions, as she was going to let the corporation's "license" lapse. At the '88 annual meeting a motion to accept this responsibility was passed by all present (and with proxies, the required majority existed). Recently, questions have arisen as to the legality of that motion. First, because not all association members fall under the deed restrictions (i.e.: those on the other side of the pond). Second, a person on the staff of the Town of Grantham, said she thought the association's authority to enforce the deed restrictions could be challenged if this authority was not given from the 3 C's Corporation to the Stocker Pond Association via a Quit Claim Deed.

Could you please give me an estimate as to how much time would it take to sit down and advise the board of directors on this situation, and estimated fees to do the same. Thanks. >>

Arthur discussed the above note with Michael. The latter specializes in part in real estate law, while Arthur's expertise is in estate planning and probate. Arthur's remarks in return to me are summarized as follows:

August 10, 1995

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- 1) The cost to research the legal situation you (Fred) described would cost several thousand dollars.
- 2) Normally, whenever 2 or 3 or more people have purchased land with covenants, such as prevailed when the first purchases were made through the 3C's Corporation, the covenants will continue to apply thereafter, unless some how agreement is made to release all the covenants.
- 3) If the law of the local municipality has more importance (as an example we were to exclude people Amherst, NH and the town did not allow such restrictions) then the town rules would prevail.
- 4) Even if an attorney does the research and renders an opinion, this does not in any way change the way things are.
- 5) Only if there is actual litigation and as a result there is a ruling by the court, will a given covenant be specifically determined.

(My example, to take this a little further: If someone wants to erect a foam dome home, and submits plans to the association which we turn down, and subsequently he/she sues us and loses - then it is clear that foam dome houses fall outside the acceptable parameters of what the association will accept. In other words, a lot has to do with the specific case, not just a general rule or covenant).

You can do what you wish with this information as far as the next step, if any, is necessary. I would like to publish the minutes.

Regards,.

Frederic W. Parsons
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November 14, 1995

Michael R. Feeney, Esq.
PO Box 389
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Dear Mike,

Looks like you can close your files on the Stocker Pond Association. The board has finally got the message as presented in previous correspondence. So for the moment, anyway, it appears the association will not do anything - supporting the theory of "leave it alone long enough and it will go away."

Again, thanks for your interest and staying on top of this situation.

Sincerely,

cc: AHA