



Dear Community Members,

There have been some developments with the Carter Country Club (CCC) and we would like to provide the following history and updates:

In the mid-1980's, Edmond "Peanie" Goodwin acquired the CCC. However, after a few years, he decided to sell the CCC and surrounding land to a developer. But, as part of the deal, Mr. Goodwin and the developer agreed to add language to the deed which did two things: the first was to add a covenant that required the buyer to always operate a 9-hole golf course on the property, and the second was to add a "reversionary right" that caused the property to *automatically* revert back to Mr. Goodwin if ever the golf course ceased to exist for a year.

After the sale, Mr. Goodwin deeded the benefit of those covenants to the CCBA. To be clear, the CCBA never owned the land, or the golf course.

Since becoming the owner of the golf course property in the early 1990's, Doug Homan's CCC has taken the CCBA to court several times to try to remove these deeded provisions. Over the last three decades of challenging litigation, the CCBA's commitment to honoring Mr. Goodwin's intent of the original agreement has been steadfast.

Details of the ongoing court battle have been in the local press over the years, and numerous times the CCBA organized special committees to partake in discussions. As we noted in a press release we issued in 1991, our goal for the golf course was "to keep the area open for the enjoyment and use of the public." At that time, former CCBA Board President, Robert Moses, stated, "This may become a complicated and costly course of action for the Association." He was right.

At considerable time, effort, and expense over the past three decades, the CCBA prevented CCC's efforts to remove the deeded language. However, in 2020, the New Hampshire Superior Court ruled in favor of Mr. Homan's CCC by striking down the "reversionary interest."

The CCBA fought on and appealed the ruling to the New Hampshire Supreme Court. In December of 2022, the New Hampshire Supreme Court agreed with the Superior Court that the "reversionary interest" granted to the CCBA in the 1980s was not legal and not enforceable. We had never owned the golf course, and with this ruling the courts determined we never would.

Mr. Homan's CCC engaged in this decades-long battle to annul the legal protections that would have required the golf course to remain in perpetuity. The CCBA defended Mr. Goodwin's legacy as best we could all the way to the Supreme Court of New Hampshire. Faced with the reality that there was no definite path to enforce the covenant, the CCBA negotiated an agreement with Mr. Homan's CCC that keeps the golf course operational for at least another year, and incentivizes him to keep operating the golf course for hopefully much longer than that. We are in the midst of finalizing the agreement and we will provide further information as soon as we can.

All of us at the CCBA remain committed to fostering a healthy community for Upper Valley residents of all ages and abilities. We'd like to thank the many prior board members and volunteers who have been a part of this effort over these many years, as well as Jeremy Eggleton, our legal counsel. Further questions on this topic can be directed to Mr. Eggleton at [JEggleton@orr-reno.com](mailto:JEggleton@orr-reno.com).

CCBA Board of Trustees