



## Application for Condominium Conversion/Creation

### City of Rochester, New Hampshire

Date: 6/20/23

#### Property information

Tax map #: 114; Lot #'s: 8; Zoning district: Highway Commercial (HC)

Property address/location: 303 & 305 North Main Street

Name of project (if applicable): N/A

#### Applicant

Name (include name of individual): Fieldstone Land Consultants, PLLC (Michael Ploof, L.L.S)

Mailing address: 206 Elm Street, Milford, NH 03055

Telephone #: 603-672-5456 Email address: MDPloof@FieldstoneLandConsultants.com

#### Property owner (if different from applicant)

Name (include name of individual): All Purpose Storage Rochester LLC (Jeremiah Boucher - Managing Member)

Mailing address: 4023 Dean Martin Drive, Las Vegas, NV 89103

Telephone #: 702-550-3808 Email address: jeremiah@patrioholdings.com

Number of condominium units 3 Total; conversion? 2 Exist. or new construction? 1 New Land Unit

Any comments Proposed Condominium Site Plan converting two existing buildings (Dunkin Dounuts and

Pizza Hut into Units 1 and 2 with a third Land Unit not yet begun.

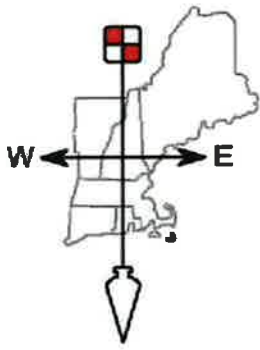
Signature [Signature]

Date: 6/20/23

**Please note:** One full set of documents must be submitted with this application, including condominium declaration, bylaws, floors plans, and site plan. Condominiums are approved administratively except in cases where the staff determines that review by the City Attorney is appropriate. In such cases, the owner/applicant shall pay the costs of that review. Thank you.

Office Use Only  
Staff Final Determination: \_\_\_\_\_ Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# FIELDSTONE

## LAND CONSULTANTS, PLLC

Surveying ♦ Engineering  
Land Planning ♦ Septic Designs

206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456  
[www.FieldstoneLandConsultants.com](http://www.FieldstoneLandConsultants.com)

June 19, 2023

FLC#3035.00 / CDF

List of Abutters  
Tax Map 114 Lot 8  
303 & 305 North Main Street  
Rochester, New Hampshire

Map 114 Lot 8  
All Purpose Storage Rochester LLC  
4007 Dean Martin drive  
Las Vegas, NV 89103

Map 114 Lot 7  
401 North Main Street LLC  
549 US Highway 1 Bypass  
Portsmouth, NH 03801

Map 114 Lot 2  
400 North Main Street LLC  
549 US Highway 1 Bypass  
Portsmouth, NH 03801

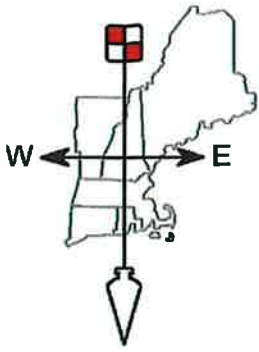
Map 114 Lot 1  
R E L Commons LLC  
8 Greenleaf Woods Drive, Suite 200  
Portsmouth, NH 03801

Map 115 Lot 39  
Rochesterdom LLC  
100 Conifer Hill Drive, Suite 402  
Danvers, MA 01923

Map 115 Lot 40  
RLP Realty Inc NH Corp.  
401 North Main Street  
Rochester, NH 03867-4350

Map 115 Lot 72  
Gloria A. Martel  
9 Beauview Street  
Rochester, NH 03867-1102

Engineer:  
Fieldstone Land Consultants, PLLC  
206 Elm Street  
Milford, NH 03055



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June 20, 2023

RE: Patriot Holdings, LLC – Condominium Development  
303 & 305 North Main Street - Rochester, NH  
Tax Map 114 Lot 8

To Whom It May Concern:

The undersigned hereby authorizes Patriot Holdings, LLC and Fieldstone Land Consultants, PLLC to act as their agents in filing and seeking the necessary local, state and federal approvals for the above referenced project.

Very truly yours,

Owner:

Signature: \_\_\_\_\_

Print: Jeremiah Boucher  
(Managing Member)

Date 6/20/23

**DECLARATION OF CONDOMINIUM**  
**ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM**

**THIS DECLARATION** made this \_\_\_\_ day of \_\_\_\_\_, 2023, by ALL PURPOSE STORAGE ROCHESTER, LLC, a Nevada limited liability company with a mailing address of 4023 Dean Martin Drive, Las Vegas, Nevada 89103, for the purpose of dedicating certain property to condominium use.

**WITNESSETH;**

**WHEREAS** the Declarant is the owner of that certain tract of land with buildings thereon in Rochester, Strafford County, State of New Hampshire, being the land described in Appendix A to this Declaration and is and will be constructing thereon an industrial/commercial condominium, and whereas the Declarant intends to sell and convey Condominium Units in said project subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes and charges which it desires to impose thereon under a general plan of improvement of said project for the benefit of all Condominium Units and the future Owners thereof, and

**NOW THEREFORE**, Declarant hereby declares that all of the premises described in said Appendix A hereto, including all of the Condominium Units and other improvements located thereon, and all easements, rights and appurtenances belonging thereto are hereby submitted to the condominium use and are held and shall be subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 356-B, herein called "The Condominium Act", and to the following restrictions, covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a general plan for the improvement of the aforesaid premises and division of the said premises into Condominium Units, and said restrictions, covenants, conditions, uses, limitations and obligations are intended to enhance and protect the value and desirability of the said premises as a whole and to mutually benefit each of the Condominium Units located therein. References to the Condominium Act shall be stated herein by reference to sections of RSA 356-B.

## **SECTION 1 DEFINITIONS**

The terms used in this Declaration and in the By-Laws, which are annexed hereto as Appendix C and are made a part hereof, shall have the meaning stated in The Condominium Act, and as follows, unless the context otherwise requires.

- I. "Association" means the ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM ASSOCIATION. Association does not mean the Declarant except where the Declarant has reserved the rights and duties of the Association and, in such case, only to the extent of such reservation.
- II. "ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM" means the premises described in Appendix A hereto, including land, all buildings and other improvements and structures now thereon, or to be constructed thereon in accordance with the condominium instruments, all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to a condominium regime under the provisions of this Declaration and Appendices thereto.
- III. "Board" or "Board of Directors" means the governing body of the Condominium elected pursuant to the By-Laws, by whatever name designated.
- IV. "By-Laws" means the instrument annexed hereto as Appendix C and hereby made a part hereof.
- V. "Common Areas and Facilities" or "Common Area" means all that portion of the Condominium other than the Units thereof, and is more particularly described in Section 2, Paragraph VI of this Declaration.
- VI. "Common Expenses" include:
  - A. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common areas and facilities (except as may be set forth otherwise herein for, limited common areas which service a designated unit or units) and portions of units to be maintained by the Association (as well as the items stated in The Condominium Act), and for other lawful purposes as provided for herein and in the By-Laws;
  - B. Expenses declared common expenses by the provisions of this Declaration or the By-Laws of the Association; and
  - C. Any valid charge against the condominium as a whole.

- VII. "Condominium Instruments" is a collective term referring to the Declaration, By-Laws, and as-built site plans and floor plans, recorded pursuant to the provisions of this chapter. Any exhibit, appendix, schedule, or certification accompanying a condominium instrument and recorded simultaneously therewith shall be deemed an integral part of that condominium instrument. Any amendment or certification of any condominium instrument shall, from the time of the recording of such amendment or certification, be deemed an integral part of the affected condominium instrument, so long as such amendment or certification was made in accordance with the provisions of RSA 356-B.
- VIII. "Condominium Rules" means such rules and regulations as the Board may adopt relative to the use of the Common Area of the Condominium or any part thereof, as the same may be amended pursuant to the terms hereof and of the By-Laws.
- IX. "Declaration" means this instrument.
- X. "Declarant" means ALL PURPOSE STORAGE ROCHESTER, LLC a Nevada limited liability company which has made and executed this Declaration and all its successors and assigns, including without limitation, any mortgagee of its interest in all or part of ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM which forecloses thereon, or any purchaser at foreclosure sale, or any purchaser from such mortgagee should such mortgagee purchase at said foreclosure sale.
- XI. "Owner" or "Unit Owner" means one or more persons or other entity who owns a condominium unit together with an undivided interest in fee simple in the Common Area. "Unit" or "Condominium Unit" means a part of the Condominium including one or more rooms with appurtenant areas such as stairways or exit/entrances if any are stipulated in the Declaration as being owned by the Unit Owner, occupying one or more floors or a part or parts thereof, including the enclosed space therein, in a building of the Condominium with a direct exit to the Common Area leading to a public Street.



## SECTION 2

### COMPLIANCE WITH RSA 356-B:16

- I. Name. The name of the condominium is "ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM."
- II. Location. The condominium is located at 303-305 North Main Street, Rochester, Strafford County, New Hampshire.
- III. Legal Description. A description of the land on which the buildings and other improvements in the condominium are located or to be located is contained in Appendix A to this Declaration which is hereby made a part hereof.
- IV. Boundaries. The boundaries of each Unit are the unfinished interior surface of the walls which separate the Units from the Common Areas of the Condominium, the midpoint of the walls which separate the Units from the adjacent Unit on either side thereof (or in the event there is no dividing wall between two units, then the vertical boundary between said units shall be the point equidistant from the unfinished interior surface of the existing walls as shown by the dashed line on the site plan and/or floor plan recorded herewith), the unfinished interior surface of the floors, ceiling, windows, window frames, doors and door frames, if any. Each Unit contains and is comprised of the portion of the building in which it is located, and such space enclosed by the above boundaries, subject only to the further provisions of this Declaration. Each Unit shall include its own heating and/or air conditioning system and apparatus.
- V. Limited Common Area. The Limited Common Areas are delineated on the Plan #       , to be recorded herewith. The Declarant reserves the absolute right to create Limited Common Areas before the conveyance of the first Unit.
- VI. Common Area. The Common Area is the following:
  - A. The land on which the buildings (which contain the Units) are located, as more particularly described in Appendix A hereto, together with the benefits of and subject to rights and easements therein set forth.
  - B. The yards, shrubbery and other plantings, parking areas for vehicles, driveways, roadways, sidewalks, and other improvements thereon.
  - C. The foundations, columns, beams, girders and supports, exterior walls and roofs of the buildings, the perimeter walls around each Unit and the ceilings and floors above and below the Units to the unfinished interior surfaces thereof and any other walls,

ceilings and floors which are not within a Unit, as defined in Section 2, Paragraph IV, above.

- D. All building entrances and vestibules, and all improvements thereto, equipment and fixtures therein and other features and facilities thereof.
- E. All conduits, ducts, pipes, plumbing, wiring, electric and/or gas meters rubbish closets and other facilities for the furnishing of utility services which are contained within any Unit which serve part or parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Condominium and its Association of owners for maintenance, repair and replacement of the like; all other apparatus and installations existing in the building for common use or necessary or convenient to existence, maintenance or safety of the building; all installations outside the Units for services such as power, light, heat, gas, hot and cold water, waste pipes and disposal including all equipment appurtenant thereto subject to the provisions of Section 2, Paragraph IV of the Declaration.
- F. Any common storage areas and/or storage enclosures, if any exist, wherever located within the buildings.
- G. Each Unit Owner shall have the exclusive right and easement to use such designated surface parking space or spaces to be assigned to him, if any, by the Association of Owners. The power to change such assignments from time to time by the Board of Directors of the Condominium is hereby expressly reserved thereto. Any additional spaces, not so assigned shall be available for occasional use of Unit Owners, occupants and/or invitees, subject to the By-Laws and rules and regulations of the Condominium.
- H. The Owners of each Unit shall be entitled to use the Common Areas and facilities in accordance with their intended use and shall own an undivided interest in the Common Areas and Facilities as set forth in Appendix B hereto for such Unit. The Common Areas and facilities shall be used, owned, and regulated in accordance with and subject to the provisions of RSA 356-B, the Declaration and the By-Laws as now exist or as may from time to time be amended, and subject also to the Rules promulgated hereto.
- I. Such Common Areas shall be subject also to the assignment, if any, of parking spaces, storage enclosures or other parts of the Common Areas and Facilities to a particular Unit Owner, and, if so, payments which may be required therefore, if any, be imposed by the Board. The undivided interest in the Common Areas and Facilities shall not be separated from the Unit even though such interest is not



expressly mentioned or described in the conveyance, mortgage, or other instrument.

- J. Allocation of Common Area. The undivided interest in the Common Area pertaining to each Unit in the Condominium is set forth in Appendix B hereto. The undivided interest has been allocated to each Unit based upon the size thereof as it relates to the size of the remainder of the Condominium containing the unit. All such measurements are approximate. Such percentages may not be changed or amended except with the unanimous consent of the Owners and mortgage holders of/on all of the Units or upon subdivision of any unit as allowed hereunder. There shall appertain to each Unit in the Condominium for voting purposes in connection with meetings of the Association of Owners a vote in that percentage of the undivided interest allocated to that Unit as set forth in Appendix B. Where a particular Unit is owned by more than one person. Said Owners may not divide the number of votes as a whole. Assessments for Common Expenses by the Association of Owners and the Board of Directors against Owners, pursuant to this Declaration and the By-Laws, shall be allocated to the Owners of the Units according to the undivided interest stated in Appendix B.

Additional description of each Unit of the Condominium including its unit designation (number), approximate area, and interest in the Common Area, are set forth in Appendix B annexed hereto and made a part hereof.

- VII. Statement of Purpose and Use. The Condominium is intended for industrial and/or commercial use and the following provisions are in furtherance of such purpose.
- A. The buildings and each of the Units contained therein are intended to be used solely for industrial and/or commercial use, and in accordance with the restrictions herein and in the By-Laws of the Condominium. Further, any or all units may be used by the Declarant, until all Units have been sold, as models for display for purposes of sale or leasing of such unsold Units.
- B. No Unit is designed for, nor shall it be used for, occupancy for residential purposes.
- C. The buildings and each of the Units shall be used only for purposes which are consistent with and appropriate to the design of the building and for which adequate heat, air conditioning, ventilation, plumbing and/or similar utilities/facilities exist. Each Unit shall be used only for such purpose and to such extent as will not overburden or interfere with any part or parts of the Common Areas and facilities or use and enjoyment thereof by the other Unit Owners or occupants.

- D. No Unit Owner or occupant of a Unit shall do, or suffer or permit to be done, anything in any Unit which would impair the soundness or safety of the building or any of the Units therein; nor shall he commit or permit any violation of the insurance policies taken out by the Board of Directors of the Association; nor shall he do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which would result in the increase in the insurance rate or premium, unless, in the case of such increase, the Unit Owner responsible for such increase, or the Unit Owner whose tenant or occupant is responsible for such increase, shall pay same. The amount of such increased rate or premium which shall be due, the Board may without prejudice to any other remedy of said Board be enforced by assessing the same to the particular Unit and its Owner in accordance with the By-Laws.
- E. No Owner or occupant of a Unit shall do, suffer or permit to be done anything in any Unit or in the Common Areas and Facilities of the Condominium which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law, ordinance or regulation, or which would otherwise be in violation of law.
- F. No Owner shall, without the written approval and consent of the Board, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the Unit, or upon any door, wall or window of the Common Area, any sign, awning or canopy, addition or advertising matter or other thing of any kind; (ii) any decoration, lettering or advertising matter on the glass of any window or door of the Unit; or (iii) any advertising matter within the Unit which shall be visible from the exterior thereof; provided, that the Board shall establish reasonable and uniform regulations permitting the placement and maintenance by each Owner of identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the Condominium.
- G. No animals of any kind, including birds, reptiles and/or ordinary household pets shall be kept or permitted in any Unit or in the Common Area.
- H. There shall be no obstruction of the Common Area or Limited Common Area (if any). Except in the case of designated storage areas, if any, nothing shall be stored in or upon the Common Area or in the Limited Common Area (if any) without the prior written consent of the Board of Directors.
- I. There shall be no violation of the rules for the use of the Units, or Common Area, as adopted by the Board of Directors and furnished in writing to such Owners, and the

Board of Directors are authorized to adopt such rules. The initial rules and regulations are attached hereto as Appendix D.

- J. Loading and unloading of vehicles shall be done in places and at times prescribed by the Board of Directors and in such manner as not to unreasonably interfere with the use of Common Areas or Units by other Unit Owners.

VIII. Reconstruction or repair after casualty and voting requirements in the event of damage or destruction.

- A. Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- 1. Common Areas and Facilities. If the damaged improvement is a Common Area or Facility, other than a building or a portion of a building, the damaged property shall be reconstructed or repaired.
- 2. Building.
  - a. Partial destruction. If the damaged improvement is a portion of a building, and if any Unit in the building is found by the Board of Directors of the Association to be untenable, the damaged property shall be reconstructed or repaired with construction to begin within sixty (60) days of the casualty or upon receipt of insurance proceeds, whichever is later.
  - b. Total destruction. If a building is damaged and if none of the Units in the building are found by said Board of Directors to be tenable, the damaged property will be reconstructed or repaired unless, within sixty (60) days after the casualty, at least ninety percent (90%) of all the Unit Owners vote, at a meeting duly called, not to reconstruct the destroyed building and to terminate the Condominium in accordance with New Hampshire RSA 356-B:34.
- 3. Certificate. The Insurance Trustee, as described in the Condominium Instruments, may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building in regard to exterior appearance, size, dimensions and all portions of Common Areas, or otherwise in accordance with plans and specifications approved by the Board of

Directors of the Association, and by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

- C. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for and pay the cost of such reconstruction and repair after casualty. In all other instances, the responsibility and cost of such reconstruction and repair after casualty shall be that of the Association.
- D. Estimate of Costs. Immediately after determination to rebuild or repair damaged property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost thereof are inadequate, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments against Unit Owners for damage to Units, shall be against the owners in the percentages as provided in Appendix B.
- F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or by the Insurance Trustee appointed by the Association and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:
  - 1. If the insurance proceeds and the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the sum shall be paid by the Association to an Insurance Trustee in trust, and said Trustee shall be appointed by the Association for this specific purpose and shall be known as the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.
  - 2. The proceeds of insurance collected on account of casualty and the sum collected from Unit Owners as assessments on account of casualty shall constitute a construction fund from which the Association or the Insurance Trustee as the case may be, shall disburse in payment for costs or reconstruction or repair in the following manner:

- a. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00), then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of Five Thousand Dollars (\$5,000.00).
- b. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association but only upon approval of an architect qualified to practice in the State of New Hampshire and employed by the Association to supervise the work and upon approval of any mortgagee requesting notice of such payments.
- c. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a credit balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such credit balance shall be distributed to the Unit owners and the mortgagees, as their respective interests may appear.
- d. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit owners upon assessment shall be deposited by the Association with the Insurance Trustee.
- e. The Insurance Trustee shall be a person selected by the Board of Directors as soon as practicable after a determination that the loss exceeds Five Thousand Dollars (\$5,000.00). Such person shall be selected by the Board of Directors from among the mortgagees of the premises except in such event where no mortgagee is willing to undertake such trust. In such event the Board of Directors may select any responsible person residing in the county where the property is located as the Insurance Trustee. Such Trustee may be paid a reasonable fee, if such is required, and shall serve until the funds in the trust are disbursed.

### Section 3

#### OTHER MATTERS AS AUTHORIZED BY RSA 356-B:16 I (j)

- I. Agent for Service of Process. Until such time as the Declarant transfers the right and responsibility to elect a Board of Directors to the Owners as provided in the By-Laws, the name and address of the person for the service of process in matters pertaining to the property provided by New Hampshire RSA 356-B is: Diane Cyr 111 South Village Road, Westmoreland, NH 03467 thereafter, any member of the Board of Directors or Manager residing in Stafford County, and the State of New Hampshire. If no member of the Board of Directors or Manager resides in Stafford County, the person to receive service of process shall be designated by formal amendment to this Declaration which shall be recorded at the Stafford County Registry of Deeds.
- II. Easements. Each Unit Owner shall have an easement appurtenant to his Unit in common with the Owners of all other Units to use all common facilities and elements located in any of the other Units or elsewhere in the premises and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the common facilities and elements serving other Units which may be located in such Unit or elsewhere in the premises. The Board shall have the right of access to each Unit to inspect the same to remove violations therefrom, to correct violations of this Declaration and the By-Laws and to maintain, repair or replace the common elements contained therein or elsewhere in the building of the Condominium. It is specifically noted that each Unit is subject to an easement for purposes of the Condominium having access to the water and sprinkler system controls for the Condominium.

To the extent permitted by law the Board may grant easements and/or relocate easements for the installation of utilities, improvements of the Condominium, or similar purposes. No easement hereafter granted or relocated shall affect or impair the rights of existing mortgagees who have not consented to the same in writing. The Board may modify or relocate the access and entranceways to the Condominium land or building from time to time, subject to the adjustments as would be required for the control and maintenance of the Common Areas, and subject to the Ordinances and zoning regulations of the municipal authorities having jurisdiction thereof, and subject to the interest and consents of any mortgagees.

Additionally, the Declarant shall have a transferable easement over and on the Common Areas for the purpose of making improvements on the submitted land pursuant to the provisions of the Condominium instruments and RSA 356-B, and for the purpose of doing all things reasonably necessary and proper in connection therewith.



III. Amendments. This Declaration of Condominium and By-Laws for the Condominium Owners Association, except as otherwise provided in the Condominium Instruments and specifically reserving to the Declarant and its assigns all rights pertaining to the convertible land (if any), may be amended by a vote in accordance with the By-Laws and by an instrument in writing signed, acknowledged and recorded as provided by New Hampshire RSA 356-B:34, and such amendment shall be effective upon recording in the office of the Registry of Deeds of the county, where the property is located, subject to the following:

- A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- B. Proviso. Provided, however that no amendment shall discriminate against any Unit Owner, or against any Unit or class or group of Units, unless the Unit Owners affected shall consent; and no amendment shall change any Unit or the share of the Common Areas appurtenant to it, or increase an Owner's share in the Common Areas, unless all the record Owners of the Units concerned and all the record Owners of mortgages, thereon shall join the execution of the amendment; provided, however, that anyone dealing with the Association or attempting to establish title to a particular Unit, in the absence of actual knowledge of discrimination on the part of the Association of Unit Owners, may exclusively rely upon the validity and legality of any amendment to this Declaration recorded in the county Registry of Deeds if said amendment is signed, acknowledged and recorded in compliance with this Declaration. Neither shall any amendment of this Declaration make any change in Paragraph VII of this Section or in Section 2, Paragraph VIII unless all the Unit Owners and all the record Owners of mortgages on Units in the Condominium shall join in the execution of the amendment.

IV. Maintenance, Alteration, Improvement, and Management. Responsibility for the maintenance of the Condominium property, and restrictions upon the alterations and improvements thereof shall be as follows:

- A. By the Association. The Board of Directors shall maintain, repair, and replace:
  - 1. All portions of the Common Area and Facilities not included within the Units as defined in this Declaration. All such repairs shall be at the Association's expense except as hereinafter set forth;
  - 2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in a portion of a building maintained by the Association, and all such facilities contained within a Unit which service part or parts of the Condominium in addition to the Unit within which contained.

3. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.
- B. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:
1. To maintain, repair, and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association.
  2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings; and
  3. To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.
- C. Unit Alteration and Improvement. Except as otherwise reserved to the Declarant, neither a Unit Owner nor the Association shall make any alterations in the portions of a building which are to be maintained by the Association, nor remove any portion thereof, nor make any additions thereto, nor do anything which may jeopardize the safety or the soundness of a building without the written approval of the Board of Directors of the Association.
- D. Common Area Alteration and Improvement. After completion of the Improvements included within the Common Areas which are contemplated by this Declaration or performed or to be performed by Declarant, there shall be no alteration nor further improvement of the Common Areas without prior approval in writing by the record Owners of all of the Units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of fifty percent or more but less than Seventy-five percent of the Unit Owners, which does not interfere with the rights of any non-approving Owners, may be done if the Owners who do not approve are relieved from the cost thereof. Such costs shall be assessed to the consenting Unit owners in the shares which their shares in the Common Areas bear to each other. Furthermore, seventy-five percent or more of the Unit Owners may agree to make improvements in the Common Areas and Facilities and assess the cost thereof to all Unit owners as a Common Expense.
- E. Management Agreements. Specifically reserved to the Declarant or the Board of Directors of the Association, as the case may be, is the authority to enter into a management and maintenance contract with a qualified management or maintenance service organization providing for the maintenance and repair services contemplated

by this Declaration and further providing for the general management of the Condominium and enforcement of its rules and regulations.

- V. Assessments. The making and collection of assessments against the Unit Owners for Common Expenses shall be done pursuant to the By-Laws and subject to the following provisions:
- A. Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common surplus, such shares being the same as the undivided share in the Common Area which is appurtenant to the Unit owned by him. Provided, however, that if a Unit is declared to be untenable by the Board of Directors of the Association on account of casualty covered by the Association insurance policy and it remains untenable for a period exceeding sixty days, the Common Expense attributable to such Unit may be abated by the Board of Directors in its sole discretion, until such Unit is determined to be tenable by the Board of Directors. During such period of abatement, if any, the Common Expenses attributable to such Unit shall be pro-rated and borne among the remaining tenable Units in accordance with their proportionate share of the Common Expense.
  - B. Interest; Application of Payments. Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of twelve (12%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment.
  - C. Lien for Assessment. The lien for unpaid assessments as provided in New Hampshire Revised Statutes Annotated Chapter 356-B:46, shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment in the enforcement of such lien.
  - D. Rental Pending Foreclosure. If any foreclosure of a lien for assessment as provided by said New Hampshire Revised Statutes Annotated Chapter 356-B:46, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same, in the event that such Unit Owner continues to occupy such Unit after notice of foreclosure is issued.
- VI. Units Subject to Declaration, Unit Deed By-Laws and Rules. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that

(a) the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules as they may be amended from time to time are accepted and ratified by such Owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Declaration, the Unit Deed, By-Laws or Condominium Rules by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner as provided herein.

- VII. Association. The operation of a Condominium shall be by an unincorporated Association. The Association shall have all of the powers and duties as set forth in The Condominium Act except as limited by this Declaration and By-Laws, and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws and as they may be amended from time to time.

A. Membership in the Association.

1. Qualifications. The members of the Association shall consist of all the record owners of the Units.
2. Change of Membership. Change of membership in the Association shall be established by recording in the Registry of Deeds for the county where the property is located, a deed establishing record title to a Unit in the Condominium. The Buyer shall deliver to the Board of Directors of the Association a copy of the deed showing the Book, Page and Time of the recording of the Deed in the Registry of Deeds. The Board of Directors shall keep such copy on file as evidence of the Grantee's membership in the Association for all purposes, rights, and obligations as set forth in this Declaration and By-Laws. The owner designated by such instrument shall thereby become a member of the Association. At such time the membership of the prior owner shall be thereby terminated.
3. Voting Rights. A member of the Association shall be entitled to cast a vote for each unit owned in the percentages attributed to each Unit. When there is more than one record owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The Declarant shall be entitled to vote with respect to any Unit owned by the Declarant.
4. Restraint upon Assignment of Shares in the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

5. Proxy. Members may vote at all meetings by written proxy delivered to the Board of Directors.
- B. Board of Directors. The affairs of the Association shall be conducted by a Board of three (3) directors, all of whom must be Unit Owners, who shall be designated in the manner provided in the By-Laws.
- C. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at such time the expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.
- D. Limitation upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the property to be maintained and repaired by the Association.
- E. By-Laws. The By-Laws of the Association shall be in the form attached hereto as Appendix C.
- F. Property in Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration of Condominium and the By-Laws.
- VIII. Insurance. The Board of Directors shall obtain and maintain at all times Replacement Value insurance of the type and kind and in at least the amounts provided in the By-Laws and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium complexes of similar construction, design and use, which insurance, to the extent that the following provisions are available, shall provide that:

- A. All policies shall be written with a company licensed to do business in the State of New Hampshire.
- B. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Association as a Common Expense and proceeds of such policies shall be payable to the Board of Directors of the Association, to be held in accordance with Section 2, Paragraph VIII of the Declaration herein as a common fund.
- C. Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Board of Directors or its authorized representatives.
- D. In no event no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners for their mortgagees.
- E. Each owner may obtain additional insurance at his own expense from the company issuing the Master Policy; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners, may realize under any insurance policy which the Board of Directors may have in force on the Common Areas at any particular time.
- F. Each Unit Owner may maintain his own insurance policy on his own Unit and on his personal property contained therein.
- G. Each Unit Owner shall be required to notify the Board of Directors in writing of all improvements made by the Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00).
- H. Any Owner who obtains individual insurance policies covering any portion of the property, other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days of the issuance of such insurance.
- I. The Board of Directors shall be required to make reasonable effort to secure insurance policies that will provide for the following:
  - 1. A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, and Owners and their respective servants, agents, and guests;



2. The Master Policy cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners;
  3. The Master Policy cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without a prior demand in writing that the Board of Directors or Manager cure the defect; and
  4. That any "no other insurance" clause in the Master Policy exclude individual owner's policies from consideration.
- J. The Board of Directors is required to conduct an annual insurance review which shall include an appraisal of any improvements in the Condominium by a representative of the insurance agent or company writing the Master Policy.
- IX. Partition. There shall be no judicial partition of the Condominium or any part thereof: nor shall the Declarant or any other person acquiring any interest in the Condominium or any part thereof seek any judicial partition, until the happening of the conditions set forth in Section 2, Paragraph VIII of this Declaration in the case of damage or destruction or unless the property has been removed from the provisions of The Condominium Act as provided in New Hampshire RSA 356-B:34; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Unit, nor shall it subdivide any Unit.
- X. Floor Plans. Contemporaneously with the recording of this Declaration there is being filed a set of Floor Plans of the building of the Condominium showing the layout, locations, Unit numbers and dimensions of the Units comprising the Condominium and bearing the verified statements of a registered land surveyor, certifying that said Plans fully and accurately depict the layout location, Unit number and dimensions of the Units, as built, which Floor Plans are entitled as such.
- XI. Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to the purchaser thereof, shall be altered in any way by the encroachments as a result of construction of the structure or due to settling or shifting of any structure. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachments be created in favor of an Owner or Owners if said encroachments occurred due to the willful conduct of said Owner or Owners. If any portion of the Common Areas and Facilities now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and

Facilities, or if any such encroachment shall occur hereafter as a result of: (a) settling or shifting of any building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Association, (c) as a result of repair or restoration of any building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the buildings stand.

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## **Section 4**

### **MISCELLANEOUS**

- I. Rights of First Mortgagee. Notwithstanding any other provision of this Declaration or of its By-Laws, the Association shall, upon the request of any institutional first mortgagee of a Unit, or their assigns, render the following written warranties which shall be binding upon the Association.
- A. That as far as is known to the Association, the Condominium has been created and is existing in full compliance with applicable laws of the State of New Hampshire and the municipality where it is located.
  - B. That any such mortgagee or its assigns may take title to a Condominium Unit pursuant to the power of sale contained in its mortgage, or accept a deed or assignment of title in lieu of foreclosure, or sell or lease a Unit so acquired by said mortgagee.
  - C. That any said mortgagee acquiring or succeeding to title in any Unit shall not be liable for unpaid assessments or fees accruing prior to said mortgagee's taking or succeeding to a Unit Owner's title.
  - D. That except as provided by RSA 356-B:34, in case of condemnation or substantial loss of the Units and/or Common Areas, unless at least two-thirds (2/3) of the first mortgagees or owners of Units shall have given their prior written approval, the Association shall not by act or omission seek to abandon or terminate the Condominium; nor change the pro rata of interest or obligations of any units for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership of each Unit in the Common Area; nor partition or subdivide, encumber, sell or transfer the Common Area, except for easements for public utilities and public services consistent with the intended use of the Common Area; nor use hazard insurance proceeds for losses to the Condominium property for other than repair, replacement or reconstruction of the Condominium property.
  - E. That all taxes, assessments and charges which are due and payable have been paid and are assessed on individual Units and not on the Common Areas separately from Units.
  - F. That no provision of the Condominium Instruments gives a Unit Owner or other party priority over a first mortgagee in case of a distribution of insurance proceeds or condemnation awards with regard to any Unit or the Common Area.

- G. That all improvements to the Condominium are included within the Common Area and/or the Units, and the first mortgagee of any Unit has an equivalent undivided interest in such Common Area to the Unit so mortgaged and that all improvements have been installed, completed and in operation, except for the convertible land (if any) and improvements to be erected thereon.
- H. That Condominium assessments include adequate reserves for repair of Common Areas and are payable monthly.
- I. That, if such be true, no default of the Unit Owner's obligations to the Association exists with regard to a Unit, or has arisen within the sixty (60) day period prior to the request for such information, which remains uncured as of the date of certification of such fact by the Association; or if any such default exists, the nature and status thereof.
- II. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium.
- III. Waiver. The failure to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, other Documents, or the failure to exercise any right herein or therein contained shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Board of Directors, or its agent, of any assessment from an Owner with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by the Board, or its agent, of any provisions hereof shall be deemed to have been made, unless expressed in writing and signed by the Board or said agent.
- IV. 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 this Declaration, nor the intent of any provisions hereof.
- V. Enforcement. Each Owner shall comply strictly with the provisions of this Declaration and the other Documents and with decisions adopted pursuant to said Declaration and other Documents. Such failure to comply shall be grounds for fine by the Board of Directors pursuant to Article X of the By-Laws, or for any action to recover sums due for damages or injunctive relief; or both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

VI. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability or any other provision hereof.

VII. Effective Date. This Declaration shall take effect upon recording.

All of its rights and interest in this Premises are hereby merged herein and subject to the terms hereof.

IN WITNESS WHEREOF, the undersigned has placed its hand and seal on \_\_\_\_\_, 2021.

ALL PURPOSE INDUSTRIAL - ROCHESTER LLC

By: \_\_\_\_\_  
[SIGNOR]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, 2021

Personally appeared the above-named, \_\_\_\_\_, \_\_\_\_\_ of ALL PURPOSE INDUSTRIAL - ROCHESTER LLC, known to me, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same of his own free act and deed and the free act and deed of the limited liability company, on whose behalf he is duly authorized to act, and for the purposes therein contained, before me,

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

**APPENDIX A**  
**ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM**  
**LEGAL DESCRIPTION OF LAND**

303-305 North Main Street, Rochester, New Hampshire 03867

The land referred to herein below is situated in the County of Strafford, State of New Hampshire and described as follows:

A certain tract or parcel of land, with any improvements thereon, situate in the City of Rochester, County of Strafford, and State of New Hampshire. Said land is on the easterly side of N.H. Route 11, (a/k/a North Main Street – a/k/a Farmington Road – a/k/a Henry Wilson Highway). Said land is shown on a “Plan of Land for J. Peirce Trust, Meredith Peirce, Trustee, and William “Chip” Albee”, dated: March 2001, prepared by : LAND TECHNICAL SERVICE CORP., as file number: 00244. Said land is more particularly described as follows:

Beginning at the southwest corner of the subject land, on the easterly boundary of NH Route 11, being the northwest corner of land of RLP Realty, Inc. at a pin/cap to be set; thence running:

Northerly, along Route 11, along a curve to the right having a radius of 921.93 ft, a distance of 278.51 ft. to a pin/cap to be set at the southwest corner of land of Opportunity Realty of Rochester, LLC, still on the easterly boundary of Route 11 thence running:

Southeasterly, S 71° 05’ 11” E, 660.23 ft, along land of said Opportunity Realty, through a pin/cap to be set, to a marsh ditch near the Cocheco River, at land believed to be of City of Rochester, across from land of Gloria Martel; thence running:

Southwesterly and westerly, along the marsh/ditch and City land, 260+/- ft, to a point at land of RLP Realty, Inc.; thence running:

Northerly, N 00° 21’ 13” E, 35.72 ft, along land of said RLP Realty, Inc., to a pin/cap to be set, at the northeast corner of RLP Realty, Inc.; thence running:

Westerly, N 80° 47’ 39” W, 499.64 ft, still along land of RLP Realty, Inc., to the oint of beginning.

EXCEPTING THEREFROM a certain tract or parcel of land set forth in a Warranty Deed from Mainly Rochester Pizza, LLC to the Ste of New Hampshire dated December 15, 2005 and recorded December 23, 2008 at the Strafford County Registry of Deeds, Book 3699 at Page 744, which land is more particularly described as follows:



A certain parcel of land situated on the easterly side of Farmington Road (NH Route 11), as now traveled, in the City of Rochester, County of Strafford, State of New Hampshire, and being near the Farmington Road (NH Route 11) Construction Base Line Station 314+00 and shown as Parcel 116 on a Plan of Rochester, 10620D (10620L construction phase), on file in the records of the New Hampshire Department of Transportation and to be recorded in the Strafford County Registry of Deeds; bounded and described as follows:

Being all that land that comes within a distance of forty (40) feet measured Easterly and parallel with the Farmington Road (NH Route 11) construction base line; bounded on the West by the Easterly side line of Farmington Road (NH Route 11), as now traveled; bounded on the North by land now or formerly of Opportunity Realty of Rochester, LLC; bounded on the East by other land now or formerly of Mainly Rochester Pizza, LLC; and bounded on the South by land now or formerly of RLP Realty, Inc.

Containing nine hundredths (0.09) of an acre, more or less.

SUBJECT TO that Notice of Activity and Use Restriction dated May 15, 2001 and recorded in the Strafford County Registry of Deeds in Book 2312, Page 336.

SUBJECT TO that Notice of Activity and Use Restriction dated December 3, 2001 and recorded in the Strafford County Registry of Deeds in Book 2417, Page 258.

FURTHER SUBJECT TO all tenancies, covenants, easements, and restrictions of record.

Being the same premises conveyed to All Purpose Storage Rochester LLC by deed of Mainly Rochester Pizza, LLC, dated September 14, 2021 and recorded on September 17, 2021 at the Strafford County Registry of Deeds in Book 4955, Page 155.

**APPENDIX B**  
**ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM**  
**COMMON AREA ALLOCATION**

<u>Unit Number</u>	<u>Approximate Area in Square Footage</u>	<u>Undivided Interest in Common Area</u>
1	?,???	??.??%
2	?,???	??.??%
3	?,???	??.??%
TOTAL:	??,???	100%

**APPENDIX C**  
**BY-LAWS**  
**OF**  
**ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM**

**ARTICLE I**  
**PURPOSE AND DEFINITION**

- Section 1. Purpose. The administration of ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM (sometimes hereafter called "Condominium") shall be governed by these By-Laws which are annexed to the Declaration of Condominium and are made a part thereof, and all present and future holders of any interest, in any Unit in the Condominium shall hold said interest subject to the By-Laws, as well as the Declaration promulgated thereunder and hereunder.
- Section 2. Definitions. Certain of the terms used in these By-Laws have been defined in the Declaration, and, when used herein, shall have the same meaning as set forth in the Declaration unless the context clearly indicates a different meaning therefore.
- Section 3. Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which constitutes the Condominium and to the use and occupancy thereof. All present and future Owners, visitors, tenants, and occupants of Units and any other persons who may use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration, and all covenants, agreements, restrictions, easements, and declarations of record ("Title Conditions"). The acceptance of a deed of conveyance, or the entering into of a lease, or the act of occupancy of a Unit, shall constitute an agreement that these By-Laws, the Condominium Rules, the provisions of the Declaration as they may be amended from time to time, and the above-described Title Conditions are accepted, ratified, and will be complied with.
- Section 4. Office. The initial office of the condominium and the Board of Directors shall be c/o Diane Cyr, 111 South Village Road, Westmoreland, NH 03467, or at such place which may be designated by Declarant or by the Board thereafter.

## **ARTICLE II**

### **MANDATORY PROVISIONS**

- Section 1. Maintenance and Repair of Common Area. The Board of Directors shall arrange for the maintenance, repair and replacement of the Common Area, except for repairs of damage caused or permitted by the negligence, misuse or neglect of individual Owners, or for which the Unit Owner is responsible pursuant to other provisions of the Declaration applicable thereto. This shall include, but not be limited to, the obligations of Unit Owner, as set forth in the Declaration and the Board shall pay for same in accordance with the provisions of Section 3 Paragraph VIII of the Declaration with respect to damage or destruction as a result of fire or other casualty, and in accordance with the provisions of Section 8 of Article III hereof with respect to any other necessary work or maintenance, repair and replacement of Common Area. No payment vouchers for such items shall be paid from the funds of the Condominium Association unless and until such are approved by the Treasurer, the Board, or by someone else to whom the Board has delegated such power pursuant to such provisions herein cited.
- Section 2. Collection of Common Expenses. The manner of assessing and collecting from the Owners their respective shares of the Common Expenses is set forth in Article VI hereof.
- Section 3. Hiring of Personnel. Pursuant to Section 8 of Article III hereof, the Board of Directors may employ a manager or managing agent, or any other personnel who in their opinion are necessary or proper for the operation of the Common Area or for the enforcement of the provisions of the Declaration, the By-Laws, and the Condominium Rules. The Board shall establish the compensation for such personnel, which shall be a Common Expense item and the Board shall have the exclusive right to contract therefore, which right may be delegated by it to such personnel.
- Section 4. Condominium Rules. Pursuant to the provisions of the Declaration, the Board of Directors is empowered to adopt and amend, from time to time, Condominium Rules concerning the operation and use of the Common Area. The initial set of Condominium Rules attached as Appendix D to the Declaration shall be effective until amended by the Board or by the Owners at any annual or special meeting of the association.
- Section 5. Other Restrictions and Requirements. The Declaration, and in particular Section 2 Paragraph VI thereof, contains certain restrictions on and requirements respecting the use and maintenance of the Units and Common Area designed

to prevent unreasonable interference with the use of the Common Area by other Owners, and their tenants and invitees. Other such restrictions and requirements are set forth herein and in the Condominium Rules which are attached as Appendix D to the Declaration and are incorporated herein.

Section 6. Rights and Powers of Declarant. Notwithstanding anything to the contrary hereinabove or hereinafter set forth, the Declarant shall have all rights and powers of a Condominium Association as are more particularly set forth in Section 36 of the New Hampshire Condominium Act, RSA 356-B, as amended, until such time as the Condominium Association shall be duly established.

### **ARTICLE III BOARD OF DIRECTORS**

- Section 1. Number. The affairs of the Condominium shall be administered by a Board of three (3) Directors.
- Section 2. First Board of Directors. Notwithstanding anything to the contrary in these By-Laws, until Declarant has sold seventy-five percent (75%) of the Units of the Condominium or until \_\_\_\_\_, 2023, whichever comes earlier, Declarant, or a representative of the Declarant, shall be entitled to elect all of the Directors. Thereafter, so long as Declarant owns one or more Units, Declarant, or a representative of Declarant, shall be entitled to elect one (1) member of the Board. The Declarant shall have the option, at any prior time, to relinquish said right.
- Section 3. Qualification. Subject to the provisions of Section 2 of this Article, the Board shall be elected by the Owners. The Board of Directors shall consist only of Owners. This provision shall apply other than while Declarant has the right pursuant to Section 2 of this Article to elect all the Directors. A person shall be eligible to succeed himself as Director.
- Section 4. Election and Term. At the first meeting of the Condominium Association after one of the conditions set forth in Section 2 above has been satisfied, or after the Declarant has relinquished its rights under said Section 2, the Owners shall elect three (3) members of the Board; one for a term of three (3) years, one for a term of two (2) years, and one for a term of one (1) year. If said election occurs at a special meeting rather than at an annual meeting of the Association, then each of said terms shall also include the period between the date of said special meeting and the date of the next annual meeting of the said Association. At the expiration of the aforementioned initial terms of office, a successor shall be elected for a term of three (3) years. Upon the expiration of a Director's term of office, elections shall be held in compliance with Section I of these By-Laws.
- Section 5. Resignation and Removal; Vacancies. Any member of the Board may resign at any time by written notice by him or his legal representative to the President. Subject to the provisions of Section 2 of this Article, any member may be removed for cause from such voting interest at any annual or special meeting, provided that notice of such removal vote shall have been mailed to all Owners at least twenty (20) days prior to such meeting. Members of the Board shall serve until their respective successors have been elected, or until death, resignation or removal; provided, that if any member ceases to be an



Owner, his membership on the Board shall thereupon terminate. Whenever a vacancy on the Board occurs due to death, resignation, removal or a member no longer being an Owner, or due to any other cause, the remaining members of the Board shall fill the vacancy until the next annual meeting of the Association, at which time any remaining unexpired term shall be filled by the Owners. If all three positions on the Board are vacant at the time, the Owners shall fill the vacancies.

Section 6. Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by the Board. Special meetings of the Board may be called by the President or by any two (2) members of the Board. Notice of regular and special meetings shall be given in hand or mailed to each member of the Board at least three (3) business days prior to said meeting. The said notice shall set forth the purpose for which it is being called. Such notice shall be deemed waived by any member of the Board who expressly waives same in writing, or who is present at any such meeting, and no notice shall be necessary in the case of a meeting of the Board held immediately after and at the same place as the annual meeting of the Condominium Owner's Association.

Section 7. Quorum. A majority of the Board shall constitute a quorum for the transaction of business, but less than a quorum may transact business if the remaining members of the Board subsequently assent in writing to the decisions of the Board by signing a copy of the minutes of the meeting to be filed with the records of the Board. When a quorum is present at any meeting, the votes of a majority of members in attendance shall decide any business brought before such meeting. The Board may also transact without a meeting, any business which it is authorized to transact at a meeting, provided that the members of the Board unanimously assent in writing to the decisions of the Board concerning such business by signing the official record of said decisions to be filed with the records of the Board.

Section 8. Powers and Duties. The Board shall have the power and duties specifically conferred upon it by the Declaration and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Declaration or these By-Laws) including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of the Condominium, the cost of which items shall be a Common Expense.

A. Snow removal from the Common Area, water, electrical, telephone and gas, and any other necessary utility service for the Common Area, and, to the extent not separately metered or charged, for the Units;

- B. A policy or policies of fire insurance, with extended coverage endorsement, as required by the terms hereof;
- C. A public liability insurance policy or policies as required by the terms hereof;
- D. Such other insurance, including workman's compensation insurance, as required by the terms hereof, by law, or as the Board may determine;
- E. The services of a manager or managing agent, to the extent deemed advisable by the Board, to whom the Board in their discretion, may delegate certain of its powers and duties, as well as the services of any other personnel as the Board may determine necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board, or are furnished by the manager or managing agent;
- F. Any legal and accounting services necessary or proper for the operation of the Condominium or the enforcement of the provisions of the Declaration, these By-Laws and the Condominium Rules;
- G. When and if the Board in their discretion deem it necessary, such fidelity bond for all officers and employees of the Condominium and of the managing agent, if any who handle or are responsible for Condominium funds. The premiums on such bonds will constitute a common expense;
- H. Such painting, maintenance, repair and landscaping of the Common Area, and such furnishings, tools, equipment, appliances and other personal property for the Common Area as the Board shall determine are necessary and proper;
- I. Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area, or to preserve the appearance and value of the Condominium and if the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said Owner, provided that the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair;
- J. Any emergency repairs to any Unit necessary to prevent damage to other parts of the Common Area or other Condominium Units with the cost of such emergency repairs to be assessed against the responsible Unit Owner or Owners; and

K. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board are required to secure or pay for pursuant to the terms of the Declaration, these By-Laws or which, in their opinion, shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or these By-Laws; provided, that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specifically assessed to the Owners of such Units.

The Board's power shall be limited in that it shall have no authority to acquire and pay for as Common Expenses capital additions and improvements or structural alterations (other than for purposes of replacing portions of the Common Area, subject to the provisions of the Declaration and these By-Laws) having a cost in excess of One Thousand Dollars (\$1,000.00), unless such additions, improvements or alterations have been approved by a majority of the Owner's total voting interest.

The Board shall have the exclusive right to contract for all such goods, services and insurance referred to in this Section 8, which may be delegated by them.

Section 9. Liability of the Board. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith, and except as provided hereinbelow. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Owner's Association unless such contract shall have been made in bad faith, or is contrary to the provisions of the Declaration or these By-Laws. It is understood by and permissible for the members of the Board of Directors who are employees or officers of the Declarant to contract with Declarant and affiliated entities without fear of being charged with self-dealing.

It is also intended that the personal liability of each Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all of the Owners in the Common Area. The provisions of this Section 9 do not apply to and shall not include a claim for physical damage by an Owner against the Board or any other insured under the liability insurance required by the terms hereof.

## **ARTICLE IV MEETINGS OF ASSOCIATION OF OWNERS**

- Section 1. Annual Meeting. Commencing in 2023, or upon the initial sale of seventy-five percent (75%) of all Units, whichever first occurs, the annual meeting of the Association of Owners shall take place on the first Saturday during the month of November at Noon upon the Common Area, or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board mailed or delivered to the Owners of record not less than twenty-one (21) days prior to the date fixed for said meeting. In addition to the election of a member or members of the Board of Directors pursuant to Section 4 of Article III hereof, and any other business to be transacted at the annual meeting, the Board shall present a statement of Common Expenses and assessments for the present fiscal year, itemizing receipts and disbursements, and shall also present a proposed budget of the estimated Common Expenses and assessments for the pending fiscal year. Within thirty (30) days after the annual meeting, a copy of the minutes of said meeting, including said statement and budget shall be mailed or delivered to the Owners not present at the said meeting. Any such notice shall be deemed waived by any Owner who expressly waives same in writing, or who is present in person or by proxy at such meeting.
- Section 2. Special Meeting. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or the By-Laws require the approval of the Owners, or for other reasonable purposes. Said meetings shall be called by written notice, signed by a majority of the Board, or by the Owners having not less than thirty-three percent (33%) of the Owners' total voting interest, and shall be mailed or delivered to all Owners of record not less than fourteen (14) days prior to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting, and the purpose for which it is being called. Such notice shall be deemed waived by any Owner who expressly waives same in writing, or who is present at any such meeting.
- Section 3. Quorum. At any meeting of the Unit Owners' Association the presence in person or by proxy of Owners holding a majority of the Owners' total voting interest shall constitute a quorum, but less than a quorum may transact business if all of the Owners not present subsequently assent to the decisions made at said meeting by signing a copy of the minutes thereof to be filed with the records of the Association. When a quorum is present, unless otherwise provided in the Declaration and these By-Laws, a majority of the Owners' total voting interest present in person or by proxy shall decide any business brought before the meeting. If any meeting of the Association cannot be held because a quorum has not attended, a majority of the voting interest of the Owners who are present at

such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, in which case any proxies of those not attending such adjourned meeting in person shall be honored, notwithstanding their specific reference to such original meeting, rather than to such adjourned meeting.

Section 4. Voting. At any meeting of the Unit Owners' Association the Owner or Owners of each Unit, including Declarant (so long as it remains an Owner), shall be entitled to cast a number of votes, equal to the ownership percentage attributable to such Unit. Any Owner may attend and vote at such meeting in person or by proxy (by instrument in writing signed by the Owner or Owners and filed with the Board). Where there is more than one record Owner of the same Unit, any or all such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the vote to which they are entitled. Where only one such person attends any such meeting, he may vote as an agent for any absent Owner of his Unit without proxy designation. Where no such person attends such meeting, any designation of proxy must be signed by all such Owners. Declarant shall be entitled to vote with respect to any Condominium Unit owned by Declarant. In addition to the above proxy provisions, an Owner may assign his right to vote to said Board of Directors, and the interest in the Common Area appertaining thereto shall be excluded from the total ownership percentages when computing the interest of all other Owners for voting purposes.

**ARTICLE V**  
**OFFICERS OF THE**  
**ALL PURPOSE INDUSTRIAL - ROCHESTER CONDOMINIUM**

Section 1. General. The officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected annually by, and may be removed and replaced by the Board. The said officers shall hold office at the pleasure of the Board and until their successors are elected.

During the period that the Declarant is entitled to elect all of the members of the Board, Declarant, in its discretion, may also elect any of the officers of the Association. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in its discretion may be necessary. The President, but no other officers, must be a member of the Board. The offices of Secretary and Treasurer may be held by the same person.

Section 2. President. The President shall preside at meetings of the Association and meetings of the Board, and shall have other powers and duties as are provided in the Declaration, these By-Laws and as are ordinarily exercised by the presiding officer of an association, including the appointment of committees from among the Owners, and as may be delegated to him by the Board or the Association from time to time.

Section 3. Secretary. The Secretary shall record the proceedings of meetings of the Board and of meetings of the Association, shall keep such records and all other records, documents and other papers of the Board and of the Association and shall have such other powers and duties as may be delegated to him by the Board of the Association from time to time.

Section 4. Treasurer. The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping or having kept full and accurate financial data required by the Board or by the Association. He shall be responsible for the deposit of all funds in the name of the Association in such depositories as may be designated by the Board from time to time, and shall have such other powers and duties as may be delegated to him by the Board or the Association from time to time.

The Board may delegate such of the Treasurer's powers and duties as they deem to be advisable.

## ARTICLE VI

### COMMON EXPENSES

- Section 1. Fiscal Year. The fiscal year of the Association shall be a twelve (12 month period running from January first (1<sup>st</sup>) to December thirty-first (31<sup>st</sup>) of each year.
- Section 2. Assessment. On or prior to September 15 of each year, the Board shall estimate the Common Expenses to be required during the twelve (12) month period commencing with the next January 1. The Common Expenses shall include any amounts necessary to pay for the items obtained pursuant to Section 8 of Article III hereof, any amounts necessary to make up any deficit for said fiscal just ended, a reasonable reserve for contingencies and replacements of Common Area, any amount required for the purchase or lease of a Condominium Unit by the Board on behalf of the Association pursuant to Article VIII, Section 3 hereof, or any amounts required by an excess of repair and restoration costs over insurance proceeds and any other amounts required by the terms of the Declaration or these By-Laws.

A proposed budget showing said estimated Common Expenses and Owner assessments shall be submitted to the annual meeting of the Association and shall be subject to change and approval at said meeting. Common expenses shall be assessed to the Owner or Owners of each Unit as of the following January 1 pursuant to the ownership percentage attributable to such Unit. The Declarant shall pay all real estate taxes attributable to the Units owned by it.

If said sum estimated proves inadequate for any reason, including nonpayment of any Owners assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to the aforementioned percentages, unless otherwise provided herein. Each Owner shall be obligated to pay the assessment made against him to the Board, and such payments shall be due in equal monthly installments on or before the first day of each month during the twelve (12) month period commencing with the following January 1, or in such other reasonable manner as the Board shall designate.

The failure of the Board to fix the assessments for such a twelve (12) month period prior to the commencement of such period shall not be deemed a waiver or modification in any respect of the provisions hereof, or a release of the Owners from the obligation to pay the assessments, or any installment thereof for such period, but the assessment fixed for the preceding twelve (12) month period shall continue until a new assessment is fixed. Amendments to this Section 2 shall be effective only upon the unanimous written consent of the Owners. No Owner may exempt himself from liability for his assessment



for Common Expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit. In the event that a Unit is rendered uninhabitable by fire or other casualty, the Board, in their discretion, may abate all or a portion of the Common Expense assessment of the Owner of said Unit while it remains untenable.

During the period from the recording of the Condominium Declaration until December 31, 2023, each Owner shall be liable for an assessment for Common Expenses based upon actual costs incurred. Each prospective purchaser for any Unit which closes prior to December 31, 2023 shall be advised of his fair share and shall be responsible for same at the time of closing.

Section 3. Records. The Treasurer or the manager or managing agent, if any, shall keep detailed and accurate records in chronological order of the receipts and expenditures by the Association specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Said records shall be available for examination by the Owners, or their agents, at convenient times.

Section 4. Default in Payment of Assessments. Each monthly assessment of Common Expenses, and each special assessment, shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed and shall be collectible as such. Suits to recover money judgments for unpaid Common Expense assessments and unpaid special assessments shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any monthly assessment or special assessment against any Owner which is not paid on its monthly or other due date, plus interest at the rate of twelve percent (12%) per annum, and costs, including reasonable attorneys' fees, shall constitute a lien upon the Condominium Unit under RSA 356-B, and the Owner shall be liable for such interest on each monthly or special assessment from the date of any default and any such costs, in addition to such assessment, provided that such interest and costs may be waived by the Board in any specific instance in their sole discretion. Such lien for non-payment of assessment may be enforced by the Board in the manner referred to in RSA 356-B. In any sale or foreclosure in connection with the enforcement of such lien, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

Upon the foreclosure of the lien for assessments against any Owner, the Owner shall immediately vacate the Unit, and if he fails to do so, he shall be liable for reasonable rental while he remains in possession thereof and the Board, on behalf of the Association, shall be entitled to the appointment of a receiver to collect the same. The Board, on behalf of the Association shall have the power to purchase at foreclosure or other sale and to hold, lease, mortgage and convey the Unit thereafter.

Section 5. Sale of Units. No Owner shall convey, mortgage, sell or lease his Unit unless and until he shall have paid in full to the Board all such sums theretofore assessed by the Board against his Unit, which are due and unpaid. Within ten (10) days after receiving appropriate request and payment of a reasonable fee, the Board shall supply a certificate executed by any one of its members, stating the amount of any unpaid Common Expense assessments or other assessments secured by a lien against any particular Unit, in accordance with the Declaration, the By-Laws, and RSA 356-B and the amount thereof which is then due, and the amounts so stated shall be conclusively established as of such date, in favor of all persons who rely thereon in good faith, as against the Association. A purchaser of a Unit shall be liable for the payment of any assessments against said Unit prior to its acquisition, whether or not such assessments are then due, except that an institutional first mortgagee at a foreclosure of its own mortgage shall not be liable for unpaid assessments due prior to such foreclosure or sale in lieu of each foreclosure.

If requested, the Board, for the same fees aforesaid, shall supply any Unit Owner with the Certificate as to Unpaid Common Expenses, or a Certificate of Insurance with regard to insurance maintained by the Association under the Declaration and these By-Laws.

The foregoing, notwithstanding, a lien for unpaid Common Expenses or other assessments shall be subordinate to:

- A. Real estate tax liens on that condominium unit,
- B. Liens and encumbrances recorded prior to the recordation of the declaration, and
- C. Sums unpaid on any first mortgages or first deeds of trust encumbering that Condominium Unit and securing Institutional Lenders.

## **ARTICLE VII**

### **ADDITIONAL OBLIGATIONS OF UNIT OWNERS**

- Section 1. Restrictions of Use of Units. In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:
- A. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the Units;
  - B. No nuisances shall be allowed on the property not shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the property by its owners or occupants.
  - C. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain and repair such portion of the property.
- Section 2. Use of Common Areas and Facilities. A Unit Owner shall not place or cause to be placed in the parking areas, public passages, stairways or other Common Areas and Facilities, other than areas which may be designated for storage, any furniture packages or impending objects of any kind. Said parking areas, public passages and stairways or other Common Areas and Facilities shall be used for no purpose other than for normal transit.
- Section 3. Right to Access. Each Unit Owner is hereby made subject to a right of access to his Unit by the manager and/or the managing agent, the superintendent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in or about said Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the technical or electrical services or other common elements in his Unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage or to correct any condition which violates the provisions of any mortgage governing another

Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and further provided that such right shall be exercised in such a manner as will not unreasonably interfere with the normal business or commercial use of the Units. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

- Section 4. Owner's Obligation to Repair. Each Owner shall, at his own expense, maintain his Unit and its equipment and appurtenances (including window frames, window and door glass) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all renovations, painting, varnishing and finishing which may, at any time, be necessary in order to maintain the good appearance and condition of his Unit. Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation which is Common Area or within his Unit. Each Owner shall also, at his own expense, keep the Common Area appurtenant to his Unit (to which he has an exclusive easement) in a clean and sanitary condition, in addition to the repairs, maintenance and replacement as necessary thereto, as hereinabove and in the Declaration provided. No Owner shall permit any repair or other work in his Unit or in such Common Area appurtenant to this Unit by anyone, where such work requires the use of the Common Area and facilities of the Condominium unless such person or entity has furnished written proof of adequate insurance coverage.
- Section 5. Prohibition Against Structural Changes by Owner. In addition to the requirements with respect to repair or other work set forth in Section 4 above, no Owner shall without first obtaining written consent of the Board: (i) make or permit to be made, any structural alteration, improvement or addition in or to his Unit, or in any other part of the Condominium (ii) tamper with any bearing wall or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or other structure of the Condominium (iii) impair any easement or right which is part of the Condominium or (iv) paint or decorate any portion of the exterior of the Condominium or any Common Area thereof.
- Section 6. Abatement and Enjoinment of Violation by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors, the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of

Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach.

Section 7. Rules of Conduct. Rules concerning the use of the Common Areas and Facilities may be promulgated and amended from time to time by the Board of Directors.

## **ARTICLE VIII**

### **SALES AND LEASES OF UNIT**

Section 1. Resale of Units. In the event of resale of a Unit, the Treasurer and the Association shall, within ten (10) days after request thereof is made by a Unit Owner, prospective purchaser or prospective mortgagee, provide a certificate stating such of the following information as is so requested:

- A. The amount of unpaid assessments as set forth in Article VI, Section 2 above;
- B. A statement of items of major maintenance or capital expenditures anticipated within the current or succeeding two (2) fiscal years;
- C. A statement as to the status and amount of the reserves for major maintenance or replacement of the Common Area, including the amount of funds earmarked for specified projects;
- D. A copy of the income statement and balance sheet of the Association for the preceding fiscal year;
- E. A statement setting forth the nature and status of any pending suits or judgments against the Association;
- F. A statement as to the insurance coverage maintained by the Association and the nature of additional coverage required or normally secured by owners with regard to their interest therein; and
- G. A statement that the Unit and any alterations or improvements thereto are not known to be a violation of the Condominium instruments or if there is a violation, the nature and extent thereof.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to effect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

- Section 3. Purchase or Lease by the Condominium Association. The Association, through its Board of Directors, shall have and may exercise all the powers necessary to purchase or lease. However, the Association, acting through its Board of Directors, shall not elect to purchase or lease any Condominium Unit hereunder without the prior approval of eighty percent (80%) of the Owner's total voting interest.
- Section 4. Notice of Transfer. Immediately after any transfer of any Condominium Unit by sale, lease, gift, devise, intestate succession, death of a joint tenant or otherwise, either the transferring Owner or the acquiring Owner shall give notice to the Board of such transfer, including the name and address of the acquiring Owner and the date of the transfer, and shall file a copy of the recorded deed of conveyance with the Secretary of the Association.
- Section 5. Notice of Mortgage. Immediately after any mortgage of any Condominium Unit by the Unit Owner, the Unit Owner shall give notice to the Board of such mortgage by delivering a conformed copy of said mortgage which shall be maintained by the Board in a directory of mortgages on Units.



## **ARTICLE IX CONDEMNATION**

Section 1. General. If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss." Where one or more Units have been substantially altered or rendered unusable as a result of a partial taking, and the Unit Owners, vote to restore and continue the Condominium pursuant to the provisions of these By-Laws, the Board of Directors shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Directors shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court in Stafford County on such notice to the Board of Directors as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where, as a result of a partial taking, any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Directors may make such provision for realignment of the percentage interests in the common element as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Directors. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Area except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owner of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Area, the entire award shall be payable to the Board of Directors to be distributed to the Unit Owners in accordance with their respective percentage interests in the common elements.

## **ARTICLE X ENFORCEMENT**

Section 1. General. Pursuant to Section 6, Paragraph V of the Declaration, the Board of Directors, on behalf of the Owners, is empowered to enforce obligations of the Owners. In connection therewith, the Board shall have the power to levy fines against the Owners for violations of the provisions of the Declaration, the By-Laws and the Condominium Rules established to govern the conduct of the Owners. No fine may be levied for more than Fifty Dollars (\$50.00) for any one violation, but for each day a violation continues after notice of same, it shall be considered a separate violation.

Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expense assessments owed by the particular Owner or Owners. In the event of persistent violations of said Rules by an Owner, the Board of Directors shall have the power to require such Owner to post a bond to secure compliance with said Rules.

## ARTICLE XI MISCELLANEOUS

- Section 1. Personal Property. The Board of Directors may acquire and hold, for the benefit of the Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Area. A transfer of a Unit shall convey to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such property is specifically mentioned therein.
- Section 2. Notices. All notices shall be mailed or delivered pursuant to the provisions of the Declaration, the By-Laws, the Condominium Rules directed to the Association and/or mailed to the Board at the Condominium or to such other address as the Board may designate from time to time by notice in writing to all Owners. All notices to the Declarant shall be sent by registered or certified mail as set forth in Section 3, Paragraph I of the Declaration or, to such other address as Declarant may designate from time to time by notice in writing to the Board. All notices to any Owner shall be sent by registered or certified mail to the Unit address at the Condominium or to such other address as may be designated by him from time to time in writing to the Board. All notices shall be deemed to have been given when received, and except as otherwise provided herein. A waiver of any such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.
- Section 3. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance thereof.
- Section 4. 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 By-Laws, or the intent of any provision thereof.
- Section 5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws 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 occur.
- Section 6. Amendments. The Declaration and these By-Laws may be amended or modified by the vote of sixty-six and two thirds percent (66 2/3%) or if such amendment or modification affects a provision then requiring a larger percentage, such larger percentage) of the total voting interest of all Owners, at a meeting of Owners duly held for such purpose. Notwithstanding the foregoing, these By-Laws may not be amended without the consent of Declarant, its successor or

assigns, so as to affect any rights reserved herein or in the Declaration, by said Declarant, except as may be otherwise prescribed by law.

Section 7. Audit. Any Unit Owner may at any time, at his own expense, cause an audit or inspection to be made of the books and records of the Manager and Board of Directors. The Board of Directors at its discretion and as a common expense may obtain an audit of all books and records pertaining to the Condominium and furnish copies thereof to the Unit Owners.

**114-2**  
400 NORTH MAIN STREET, LLC  
549 U.S. HIGHWAY 1 BYPASS  
PORTSMOUTH, NH 03801  
BK 4081 PG 537 12/19/20212  
(NORTH MAIN STREET)

**114-1**  
R.E.L. COMMONS LLC  
1 CATE STREET, SUITE 520  
PORTSMOUTH, NH 03801  
BK 3155 PG 595 03/04/2005  
(305 NORTH MAIN STREET)

**115-39**  
ROCHESTERDOM LLC  
100 CONIFER HILL DRIVE, SUITE 402  
DANVERS, MA 01923  
BK 4000 PG 56 03/08/2012  
(300 MAIN STREET)

**114-7**  
401 NORTH MAIN STREET, LLC  
549 U.S. HIGHWAY 1 BYPASS  
PORTSMOUTH, NH 03801  
BK 4799 PG 945 8/30/2020  
(NORTH MAIN STREET)

**115-40**  
CUMBERLAND FARMS, INC.  
100 CROSSING BOULEVARD  
FRAMINGHAM, MA 01702  
BK 4049 PG 525 08/20/2012  
(301 NORTH MAIN STREET)

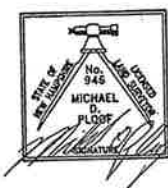
**115-72**  
GLORIA A. MARTEL  
9 BEAUMONT STREET  
ROCHESTER, NH 03867-1102  
BK 1548 PG 148 04/05/1991  
(9 BEAUMONT STREET)

# **CERTIFICATION:**

"I HEREBY CERTIFY AS TO THE ACCURACY OF THIS PLAN AND ITS COMPLIANCE WITH RSA 356-R:20, 1 & V, AND THAT UNIT 1 AND UNIT 2 AND THEIR LIMITED COMMON AREAS HAVE BEEN SUBSTANTIALLY COMPLETED."

"AND, I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN. (RSA 676:18,19 & 672:14)."

DATE: 7/5/22

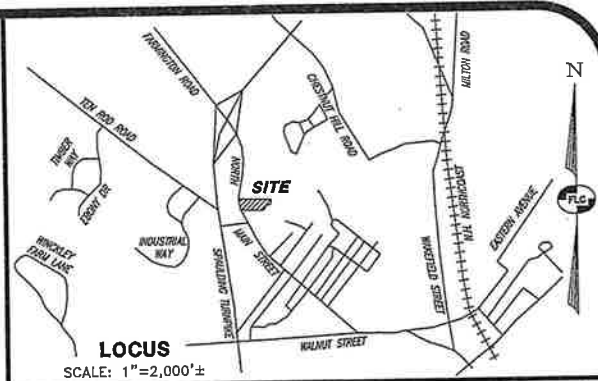


## **LEGEND:**

	RIGHT-OF-WAY LINE		NH CONCRETE BOUND FOUND
	BOUNDARY LINE		NH CONCRETE BOUND PER REF. PLAN
	ABUTTING LOT LINE		IRON PIPE FOUND
	BUILDING SETBACK LINE		TIE COURSE LINE
	EDGE OF PAVED ROAD		FORMER TRACT LINE
	EDGE OF GRAVEL ROAD		LIGHT POST
	CURB LINE		HANDICAPPED PARKING
	EDGE OF TREE LINE		EXISTING DRAINAGE EASEMENT (REF. PLAN #2) (BK.3999 PG.744)
	EDGE OF WETLANDS		EXISTING SEWER EASEMENT (REF. PLAN #1) (BK.1258 PG.120)
	WETLANDS BUFFER LINE		
	EXISTING EASEMENT LINE		
	CHAIN-LINK FENCE		
	STOCKADE FENCE		
	PROPOSED LIMITED COMMON AREA LINE		
	UNIT 1 CONDOMINIUM UNIT NUMBER		TAX MAP & LOT NUMBER
	303 ADDRESS ON NORTH MAIN STREET		UNIT SUBSTANTIALLY COMPLETE

## **REFERENCE PLANS:**

- "PLAN OF LAND - FOR J. PERCE TRUST, MEREDITH PERCE, TRUSTEE AND WILLIAM "CHIP" ALBEE - NEW HAMPSHIRE ROUTE 11 - ROCHESTER, NEW HAMPSHIRE - TAX MAP #114 LOT 8" - SCALE: 1"=40', DATED: MARCH, 2001, PREPARED BY: LAND TECHNICAL SERVICE CORPORATION AND RECORDED IN THE S.C.R.D. AS PLAN #64-21.
- "STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY DESIGN - FARMINGTON ROAD - RIGHT-OF-WAY PLAN - COUNTY OF: STRAFFORD - CITY OF: ROCHESTER - STATE PROJECT NO.: 10620-0", SHEETS 1, 2, 3 & 11, SCALE 1"=20', DATE OF FINAL CHECK: JANUARY 11, 2011, BY CLOUGH HARBOUR & ASSOCIATED LLP & VERMONT SURVEY AND ENGINEERING, RECORDED IN THE S.C.R.D. AS PLANS 101-045, 101-046, 101-047 & 101-055.
- "DEVELOPMENT PLANS FOR MULTI-TENANT COMMERCIAL DEVELOPMENT - ROCHESTER, NEW HAMPSHIRE - 303 NORTH MAIN STREET" - SCALE: 1"=30', DATED APRIL, 2003, PREPARED BY: GORRILL-PALMER CONSULTING ENGINEERS, INC.



## **NOTES:**

- THE OWNER OF RECORD FOR TAX MAP 114 LOT 8 IS ALL PURPOSE STORAGE ROCHESTER LLC, 4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103. THE DEED REFERENCE FOR THE PARCEL IS BK.4955 PG.155 DATED SEPTEMBER 14, 2021 IN THE STRAFFORD COUNTY REGISTRY OF DEEDS.
- THE PURPOSE OF THIS PLAN IS TO DEPICT A 3 UNIT CONDOMINIUM SITE PLAN ON EXISTING TAX MAP 114 LOT 8.
- THE TOTAL AREA OF TAX MAP 114 LOT 8 IS 3.18± ACRES, OR 138,598± SQ.FT. WITH 277.25 FT. OF FRONTAGE ALONG NORTH MAIN STREET (AKA FARMINGTON ROAD).
- ZONING FOR THE ENTIRE PARCEL IS (HC) - HIGHWAY COMMERCIAL DISTRICT - MINIMUM LOT SIZE = 20,000 SQ.FT. MINIMUM FRONTAGE REQUIREMENT= 100 FT. FRONT SETBACKS=20 FT. SIDE SETBACKS=10 FT. REAR SETBACKS=25 FT.
- HORIZONTAL ORIENTATION IS BASED ON NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM (REFERENCE PLAN #2). VERTICAL DATUM IS NAVD83. BASED ON FIELD GPS OBSERVATIONS THAT WERE UPLOADED TO AND CALCULATED BY THE NOAA ONLINE POSITIONING USER SERVICE (OPUS).
- THE EXISTING CONDITIONS DEPICTED ON THIS PLAN ARE THE RESULT OF AN ON-SITE SURVEY PERFORMED BY THIS OFFICE. THE BOUNDARY INFORMATION WAS DEVELOPED FROM THE REFERENCE PLANS CITED HEREON TOGETHER WITH A PRECISE SURVEY PERFORMED BY THIS OFFICE IN AUGUST 2021.
- A PORTION OF TAX MAP 114 LOT 8 LIES WITHIN THE CONSERVATION PROTECTION OVERLAY DISTRICT - A 50 FT. BUFFER EXISTS FROM DELINEATED WETLANDS AND A 75 FT. BUFFER EXISTS FROM COCHECO RIVER.
- WETLAND LOCATIONS SHOWN ARE PER REFERENCE PLAN #3.
- SOUTHERLY AND EASTERLY PORTIONS OF TAX MAP LOT 114-8 LIE WITHIN THE BOUNDARY OF THE 100-YEAR FLOOD HAZARD PER FEMA PANEL NUMBER 330170203D, DATED MAY 17, 2005 FOR THE CITY OF ROCHESTER, COMMUNITY NUMBER 330150.
- TAX MAP LOT 114-8 LIES WITHIN THE AQUIFER PROTECTION OVERLAY DISTRICT PER THE CITY OF ROCHESTER GIS AQUIFER MAP.
- TAX MAP LOT 114-8 IS SUBJECT TO A CROSS EASEMENT AGREEMENT (BK. 3502 PG.156 01/26/17). THE SITE IS ALSO SUBJECT TO A SEWER EASEMENT TO THE CITY OF ROCHESTER (BK.1256 PG.120 07/02/86) AND A DRAINAGE EASEMENT TO N.H.D.O.T (BK.3699 PG.744 12/15/08).
- UNIT 1 AND UNIT 2 AND ALL THEIR IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE.
- COMPLETED UNITS 1 AND 2 SHOWN HEREON ARE SERVICED BY UNDERGROUND TELEPHONE, ELECTRIC, CABLE AND NATURAL GAS UTILITIES. THEY ARE ALSO SERVICED BY MUNICIPAL SEWER AND WATER.
- THE AREA OF COMMON LAND SERVING ALL THREE UNITS IS 8,286 SQ.FT.

REV.	DATE	DESCRIPTION	C/O	DR	CHK
C	07/05/22	REVISE OWNER		TJB	MDP
B	06/16/22	ADD FLOOR PLANS, SHEETS CD-2 & CD-3		TJB	MDP
A	01/03/22	ADD LCA METES & BOUNDS & BLDG. TIES		TJB	MDP

## **CONDOMINIUM SITE PLAN**

**TAX MAP 114 LOT 8**  
**(303 & 305 NORTH MAIN STREET)**  
**ROCHESTER, NEW HAMPSHIRE**

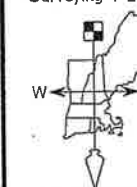
**PREPARED FOR:**  
**PATRIOT HOLDINGS, LLC**  
**4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103**

**LAND OF:**  
**ALL PURPOSE STORAGE ROCHESTER LLC**  
**4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103**

SCALE: 1"=40'

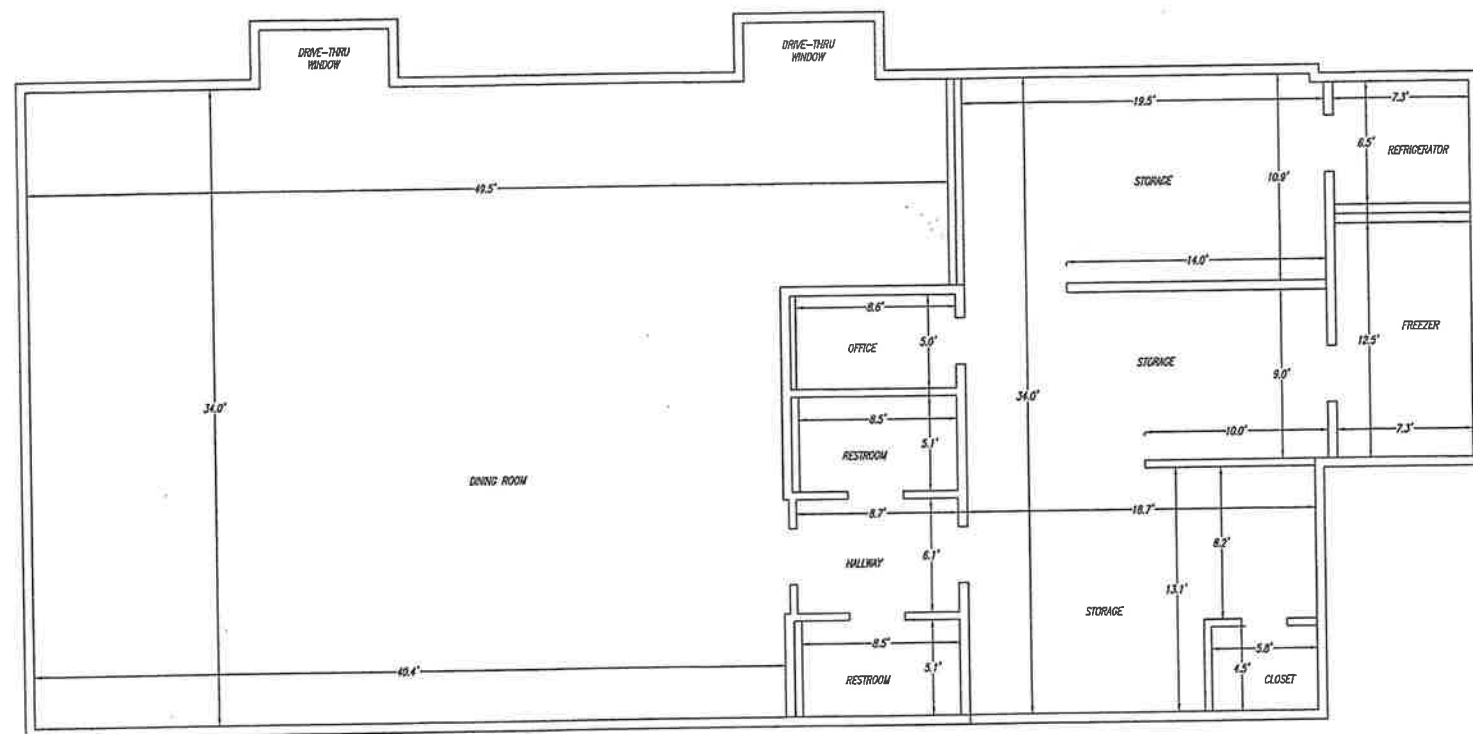
NOVEMBER 3, 2021

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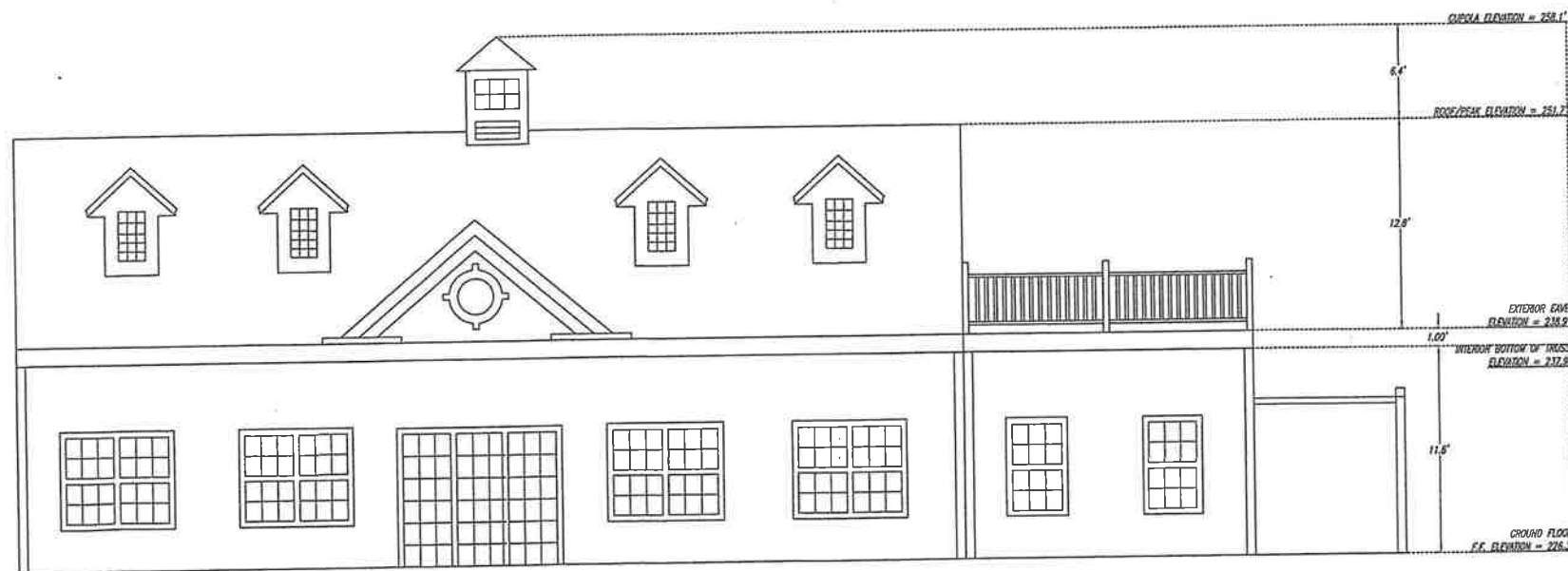


**FIELDSTONE**  
**LAND CONSULTANTS, PLLC**

206 Elm Street, Milford, NH 03055  
Phone: (603) 672-5456 Fax: (603) 413-5456  
www.FieldstoneLandConsultants.com



GROUND FLOOR  
UNIT-1 - DUNKIN' DONUTS  
SCALE 1"=5'



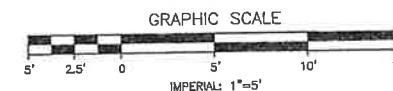
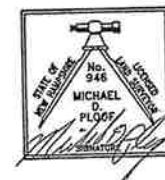
FRONT ELEVATION  
UNIT-1 - DUNKIN' DONUTS  
SCALE 1"=5'

#### NOTES:

1. CROSS SECTION ELEVATIONS WERE PROVIDED BY MARK D. McCLUGGAGE, 1525 E. DOUGLAS AVENUE, WICHITA, KA 67211.
2. THE LIMITED COMMON AREA (LCA) INCLUDES DECKS, PATIOS, PORCHES (INCLUDING SCREENED-IN PORCHES), SUNROOMS, PAVED WALKS, PAVED DRIVEWAYS AND SURROUNDING GROUNDS FOR EACH UNIT AS SHOWN.
3. FRONT ELEVATIONS ARE BASED ON NAVD 88.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE FLOOR PLAN SHOWN HEREON IS ACCURATE AND IS IN COMPLIANCE WITH R.S.A. 35B-B:20, II, IV & V, AND THAT THE UNIT-1 BUILDING AND ITS LIMITED COMMON AREA HAVE BEEN SUBSTANTIALLY COMPLETED.  
DATE: 7/5/22



REV.	DATE	DESCRIPTION	C/O	DR	CK
C	07/05/22	REVISE OWNER	---	TJB	MDP
B	06/16/22	ADD FLOOR PLANS, SHEETS CD-2 & CD-3	---	TJB	MDP
A	01/03/22	ADD LCA METES & BOUNDS & BLDG. TIES	---	TJB	MDP

#### CONDOMINIUM FLOOR PLAN

UNIT-1 - DUNKIN' DONUTS  
(303 NORTH MAIN STREET)  
ROCHESTER, NEW HAMPSHIRE

PREPARED FOR:  
**PATRIOT HOLDINGS, LLC**  
4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

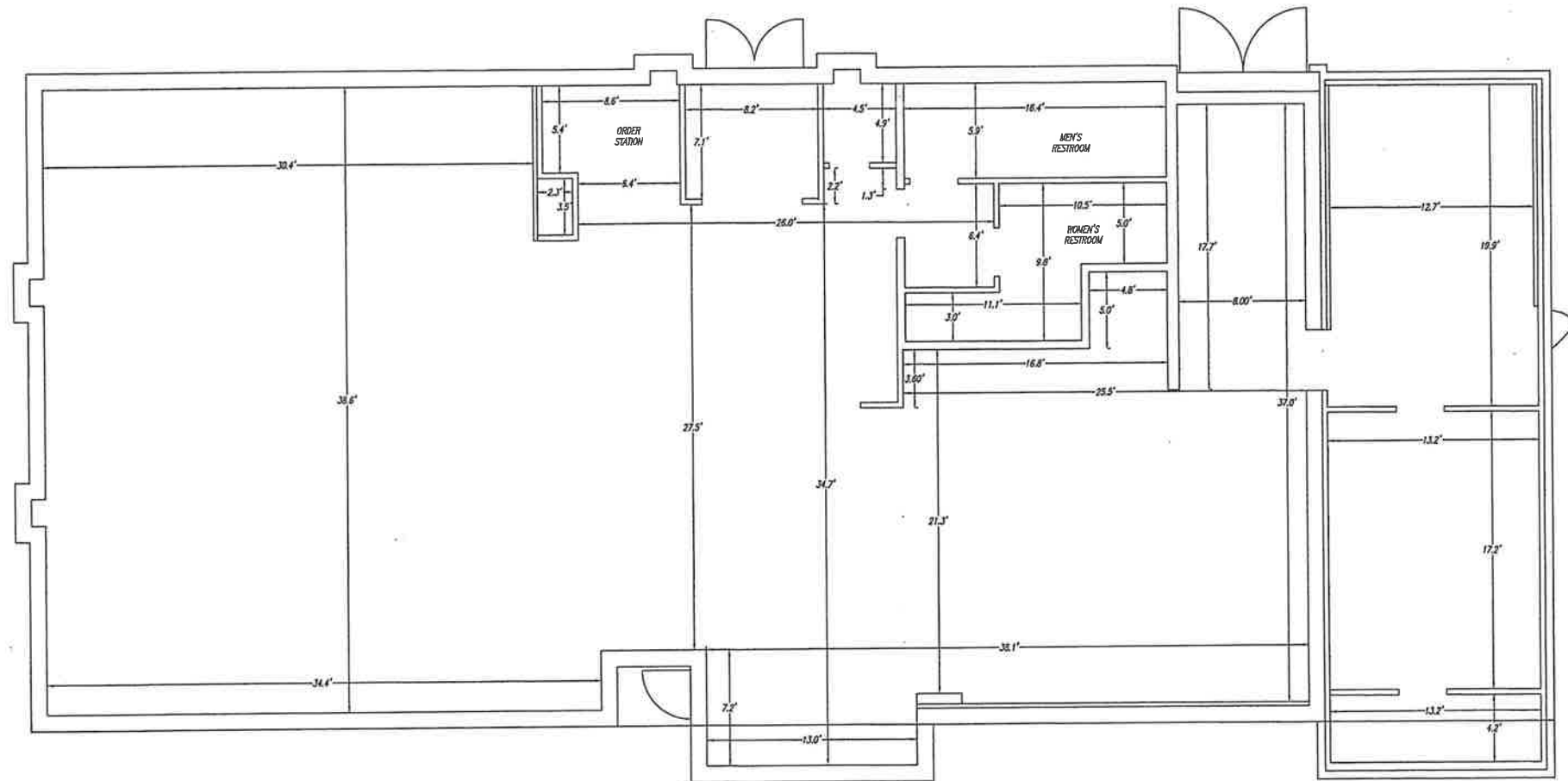
LAND OF:  
**ALL PURPOSE STORAGE  
ROCHESTER LLC**  
4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

SCALE: 1"=5'

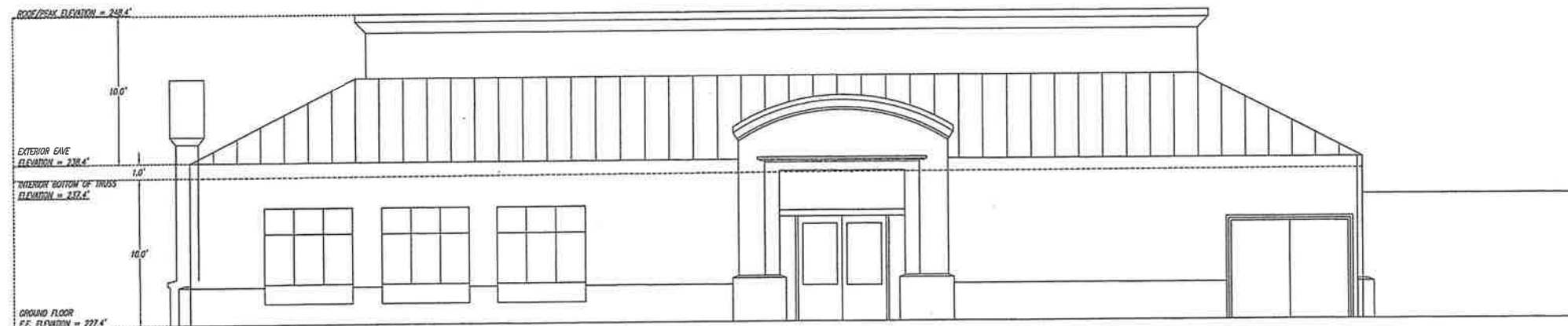
NOVEMBER 3, 2021

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GROUND FLOOR  
UNIT-2 - PIZZA HUT  
SCALE 1"=5'



FRONT ELEVATION  
UNIT-2 - PIZZA HUT  
SCALE 1"=5'

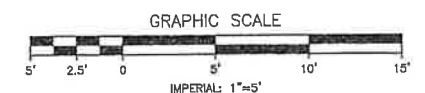
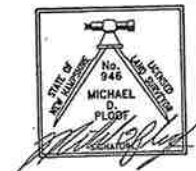
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3. FRONT ELEVATIONS ARE BASED ON NAVO 88.

#### CERTIFICATION:

I HEREBY CERTIFY THAT THE FLOOR PLAN SHOWN HEREON IS ACCURATE AND IS IN COMPLIANCE WITH R.S.A. 356-B:20, II, IV & V, AND THAT THE UNIT-2 BUILDING AND ITS LIMITED COMMON AREA HAVE BEEN SUBSTANTIALLY COMPLETED.

DATE: 7/5/22



REV.	DATE	DESCRIPTION	C/O	DR	CK
C	07/05/22	REVISE OWNER	---	TJB	MDP
B	06/16/22	ADD FLOOR PLANS, SHEETS CD-2 & CD-3	---	TJB	MDP
A	01/03/22	ADD LCA METES & BOUNDS & BLDG. TIES	---	TJB	MDP

#### CONDOMINIUM FLOOR PLAN

UNIT-2 - PIZZA HUT  
(305 NORTH MAIN STREET)  
ROCHESTER, NEW HAMPSHIRE

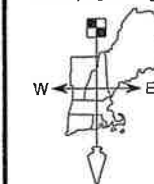
PREPARED FOR:  
**PATRIOT HOLDINGS, LLC**  
4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

LAND OF:  
**ALL PURPOSE STORAGE  
ROCHESTER LLC**  
4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

SCALE: 1"=5'

NOVEMBER 3, 2021

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