



Application for Condominium Conversion/Creation

City of Rochester, New Hampshire

Date: 10/24/2023

Property information

Tax map #: 121; Lot #'s: 62; Zoning district: R2

Property address/location: 38-40 Lafayette Street

Name of project (if applicable): N/A

Applicant

Name (include name of individual): Tesla Properties, LLC, Justin Gregoire

Mailing address: 323 Racoon Hill Road, Salisbury, NH 03268

Telephone #: 603-770-8017 Email address: jmauricecontracting@gmail.com

Property owner (if different from applicant)

Name (include name of individual): same

Mailing address: _____

Telephone #: _____ Email address: _____

Number of condominium units 5; conversion? X or new construction?

Any comments _____

Tesla Properties, LLC by its Attorneys, Donahue, Tucker & Ciandella

Signature Sharon Cuddy Somers

Sharon Cuddy Somers, Esq.

Date: 10/24/23

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: _____



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NICHOLAS R. AESCHLIMAN

October 24, 2023

Shanna B. Saunders, Planning Director
City of Rochester
City Hall Annex
33 Wakefield Street
Rochester, NH 03867

Re: 38-40 Lafayette Street, Map 121, Lot 62
Condominium Conversion

Dear Shanna:

Pursuant to our various discussion and email exchanges, enclosed please find Application for Condominium Conversion to convert the five (5) existing units to the condominium form of ownership. The Applicant does not propose any changes to the site.

Also enclosed are the proposed condominium declaration, bylaws, site plan and floor plan. We will provide executed copies of the condominium documents prior to the Planning Board hearing. Additionally, enclosed are the abutter list, abutter labels and check in the amount of \$89.84 for the filing and abutter fees.

We understand this matter will be taken up at the November 2, 2023 TRG meeting and the December 4, 2023 Planning Board meeting. In the meantime, if you have any questions do not hesitate to contact me.

Very truly yours,
DONAHUE, TUCKER & CIANDELLA, PLLC

Sharon Cuddy Somers
SCS/sac
Enclosures

cc: Tesla Properties, LLC
Justin L. Pasay, Esq.

4871-7316-1610, v. 1

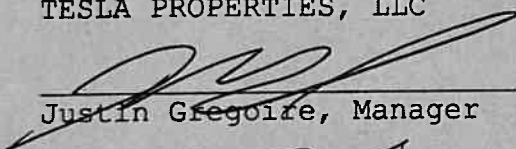
DONAHUE, TUCKER & CIANDELLA, PLLC
16 Acadia Lane, P.O. Box 630, Exeter, NH 03833
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253
83 Clinton Street, Concord, NH 03301

LETTER OF AUTHORIZATION

I, Justin Gregoire, Manager of Telsa Properties, LLC, owner of property depicted on Tax Map 121, Lot 62, do hereby authorize Donahue, Tucker and Ciandella, PLLC, to execute any land use applications to the City of Rochester and to take any action necessary for the application and permitting process, including but not limited to, attendance and presentation at public hearings, of the said property.

Dated: 10/19/23

TESLA PROPERTIES, LLC


Justin Gregoire, Manager

MAP/LOT	Owner1	Owner2	BillingAddress	City State Zip
121/62	TESLA PROPERTIES LLC		323 RACCOON HILL RD	SALISBURY, NH 03268
121/63	LP II LLC		95 CARDINAL LN	PORTSMOUTH, NH 03801
121/65	FRYE WALTER H III &	COWAN JESSICA A	41 LAFAYETTE ST	ROCHESTER, NH 03867-2640
121/61	PHILBROOK GEORGE S		111 POND ST	GEORGETOWN, MA 01833-1014
121/66	PARKS JAMES R & ELIZABETH		5 WALDRON AVE	ROCHESTER, NH 03867
124/43	K&K REALTY TRUST	% CHUN CHAM KWOK TRUSTEE	8 FORTIER DR	ROCHESTER, NH 03867-1105
Attorney:	Sharon Cuddy Somers, Esq.	Donahue, Tucker & Ciandella	PO Box 630	Exeter, NH 03833
Surveyor:	Henry Boyd, LLS	Millennium Engineering	13 Hampton Road	Exeter, NH 03833



5660

Tesla Properties, LLC
323 Racoon Hill Road
Salisbury, NH 03268

LP II, LLC
95 Cardinal Lane
Portsmouth, NH 03801

Walter Frye & Jessica Cowan
41 Lafayette Street
Rochester, NH 03867-2640

George Philbrook
111 Pond Street
Georgetown, MA 01833-1014

James & Elizabeth Parks
5 Waldon Avenue
Rochester, NH 03867

K&K Realty Trust
c/o Chun Cham Kwok, Trustee
8 Fortier Drive
Rochester, NH 03867-1105

Sharon Cuddy Somers, Esq.
Donahue, Tucker & Ciandella
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Henry Boyd, LLS
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**DECLARATION
FOR
38-40 LAFAYETTE ROAD CONDOMINIUMS
ROCHESTER, NEW HAMPSHIRE**

TABLE OF CONTENTS

<u>Recitals</u>	PAGE NO.
Article 1. Name of Condominium	2
Article 2. Location	2
Article 3. Description of Property.....	2
Article 4. Division of Property.....	2
Article 5. Description of Unit Boundaries	3
Article 6. Common Areas	3
Article 7. Limited Common Area	4
Article 8. Allocation of Undivided Interests (Common Interests).....	5
Article 9. Parking	5
Article 10. Easements	5
Article 11. Use of Condominium and Each Unit	6
Article 12. Enforcement of Restrictions	7
Article 13. Insurance	8
Article 14. Condemnation	10
Article 15. Amendments to the Condominium and Termination	11
Article 16. Mortgagee Provisions	11
Article 17. Declarant's Reservation of Rights	13
Article 18. Definitions	13
Article 19. Partial Invalidity	13

Exhibits

Exhibit A	Legal Description
Exhibit B	Table of Common Interest
Exhibit C	By-Laws
Exhibit D	Joinder of Mortgagee

38-40 LAFAYETTE ROAD CONDOMINIUMS DECLARATION

THIS CONDOMINIUM DECLARATION dated this _____ day of _____, 202____, is executed by **Tesla Properties LLC**, a New Hampshire limited liability company, of 323 Raccoon Hill Road, Salisbury, NH 03268 (hereinafter referred to as "Declarant").

SUBMISSION OF PROPERTY: The Declarant hereby submits its ownership in fee simple in a parcel of land being a five (5) unit condominium located at 38-40 Lafayette Road in the City of Rochester, County of Strafford, State of New Hampshire, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Land"), all improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto (hereinafter, together with the Land, referred to as the "Property") to the provision of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated (hereinafter referred to as the "Act" or the "Condominium Act"), in order to create a condominium with respect to the Property.

Reference is made to the Condominium Site Plan and Floor Plans, entitled "Condominium Plan in Rochester, NH showing Units 1-5 of 38-40 Lafayette Road Condominiums at 38-40 Lafayette Road (Assessors Map 121 Lot 62)," prepared by Millennium Engineering Inc., dated July 11, 2023, last revised on _____, and recorded in the Strafford County Registry of Deeds as Plan No. _____ (hereinafter collectively referred to as "Site Plan").

The Property and all buildings and other improvements now located on the Property or hereafter to be constructed or placed on the Property are hereby submitted to a condominium pursuant to the Act as amended from time to time, and any successor statute. The Declarant hereby declares and agrees that the Property is and will be held, conveyed, encumbered, used, occupied and improved, subject to the terms of this Declaration, all of which shall constitute covenants running with the Property and shall be binding on and for the benefit of the Declarant and his respective successors in interest, including all persons acquiring interests in any condominium Unit or Units.

ARTICLE 1. NAME OF CONDOMINIUM: The condominium established hereby shall be known as the **38-40 LAFAYETTE ROAD CONDOMINIUMS**.

ARTICLE 2. LOCATION: The condominium is located at 38-40 Lafayette Road, City of Rochester, County of Strafford, State of New Hampshire.

ARTICLE 3. DESCRIPTION OF PROPERTY: The property submitted to the condominium is described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE 4. DIVISION OF PROPERTY: The property, together with all buildings and improvements thereon, is hereby divided into five (5) separate freehold condominium Units. The condominium consists of land and three (3) residential structures, with the first structure

shown as “#28 Existing Dwelling” on the Site Plan for Unit #38, the second structure shown as “#38.5 Existing Dwelling” on the Site Plan for Unit #38.5, and the third structure shown as “Existing Dwelling Units 40, 40A & 40B” in which there are three (3) attached units, with approximately half the building allocated to Unit #40 (a/k/a Unit 3), and Unit #40A (a/k/a Unit 4) and Unit #40B (Unit 5) in a garden style manner with Unit #40A on the second floor and Unit #40B on the first floor and basement. The layout, location, numerical designation, dimensions, and area of the Units are shown on the Site Plan.

ARTICLE 5. DESCRIPTION OF BOUNDARIES OF UNITS:

The boundaries of the Units are as follows:

1. Horizontal Boundaries:
 - a. Upper Boundary: The lower surface of the unfinished sheet rock, plaster, or other ceiling material as applicable.
 - b. Lower Boundary: The upper surface of the basement floor for Unit #38, Unit #38.5, Unit #40, and #40B, and the upper surface of the subfloor of the second floor for Unit #40A.
2. Vertical Boundaries: The unfinished exterior surface of the drywall, wallboard, plasterboard, or plastering mounted to any perimeter walls.
3. Windows and Doors: The unfinished exterior surface of any doors used for ingress and egress to the Unit. The exterior surface of any glass shall be the Unit boundary but the glass itself, together with the entire window frame, shall be considered part of the Unit.

ARTICLE 6. COMMON AREAS: The Common Area consists of all areas and improvements that are not included within or defined as part of the Units. Common area shall also include all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use, and including any easements serving the Property. Subject to the provisions of Article 7 set forth below, nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the Association.

SECTION A. Common areas include, but are not limited to, the following:

1. The paved driveway depicted on the Site Plan.
2. The paved parking area depicted on the Site Plan.

3. All drainage and detention structures, if any.
4. The water, sewer, electric, telephone and any of the utility systems serving the Condominium to the extent that such systems are located within the Property, are not both contained within and serving only one Unit, and are not owned by the supplier of the utility service.
5. Limited Common Area as described in Article 7 below.

SECTION B. The Association of Unit Owners shall be responsible for maintaining the Common Areas, except as otherwise provided in the Condominium Instruments. The Association shall maintain and repair the driveway and parking area and provide for winter maintenance of the driveway and parking area, including plowing, salting or sanding as necessary. The Association shall also maintain and repair the drainage and detention structures, if any, shown on the Site Plan and all portions of the water and sewer except those portions which are inside the Unit boundaries.

ARTICLE 7. LIMITED COMMON AREA: Limited Common Area (herein "LCA") is defined as a portion of the Common Area which has been reserved for the exclusive use of the specific unit or Units to which the LCA is assigned.

LCA shall be assigned as set forth in these Condominium Instruments. The "Condominium Instruments" is a term collectively referring to the Declaration, the By-Laws, and the Site and Floor Plans recorded pursuant to the provisions of the Condominium Act. To the extent there is a conflict within the Condominium Instruments regarding the assignment of the LCA to a specific Unit, the assignment of LCA as set forth on the Site Plan shall control.

Reassignment of the LCA is expressly permitted if the reassignment complies with the Condominium Instruments and the Act, as amended from time to time and any successor statute. However, LCA may not be reassigned without the express written permission of the Unit Owner(s) who possesses the exclusive use of the LCA. Any reassignment of the LCA must be recorded in the Strafford County Registry of Deeds to be effective.

It is the intention of the Declarant that the areas shown and designated as LCA on the Site Plan shall be for the exclusive use of the unit(s) to which they are assigned.

SECTION A. Each owner of a unit (the "Unit Owner") may make improvements to the LCA only in conformance with the rules, regulations and guidelines established by the Association as to what are considered acceptable improvements. All individuals occupying the Unit, regardless of whether they are Unit Owners or tenants or merely occupants shall be deemed to have accepted the rules, regulations and guidelines which the Association establishes covering the improvements and all such individuals are required to comply with such rules, regulations or guidelines.

SECTION B. The LCA, including any improvements or developments, shall run with and be appurtenant to the Unit(s) to which it is assigned and shall automatically pass with the title to the Unit(s) whether or not the LCA is expressly conveyed.

SECTION C. The decks and steps, porches, and other improvements which are not included in the defined Unit shall be LCA assigned to each respective Unit or Units as shown on the Site Plan.

SECTION D. The Unit Owner(s) to whom the LCA is/are assigned is/are responsible for the routine maintenance of such LCA, for example, sweeping and removal of snow/ice/debris from the porches, decks, and steps. The Association shall be responsible for the repair and replacement of all LCA, which obligation includes plowing, patching, repaving, sanding or salting as necessary the driveway and LCA parking space for Unit #40A, repairing the garage, and repairing the porches, decks, and steps.

SECTION F. The "Garage" shown on the Site Plan shall have parking spaces assigned for Units #38, #38.5, #40, and #40B to each respective Unit as shown on the Site Plan. The parking space for Unit #40A shall be appurtenant to the building of Unit #40A as shown on the Site Plan.

ARTICLE 8. ALLOCATION OF UNDIVIDED INTERESTS ("COMMON INTERESTS"): There is hereby allocated to each Unit an undivided interest in the common areas as set forth on **Exhibit "B"** attached hereto and made a part hereof, under the column "Common Interest". Said undivided interest appurtenant to each Unit is herein called the "common interest". The interest appurtenant to each Unit shall be 1/5 for each Unit. The common interest appurtenant to each Unit will have a permanent character and shall not be altered without the consent of the owner of each Unit affected thereby. The common interest appurtenant to each Unit will not be separated from said Unit even though not expressly mentioned or described in the conveyance or other instrument. The common areas will remain undivided and no right shall exist to partition or divide any part thereof except as may be provided in the New Hampshire Condominium Law.

ARTICLE 9. PARKING: The parking spaces shall be LCA assigned as shown on the Site Plan for each unit for personal vehicles registered with the appropriate authorities. However, Unit Owners and their guests may not park unregistered vehicles, boats, RVs, or other camping trailers in the LCA associated with their Units for any time period longer than twelve (12) consecutive hours. Any vehicles or trailers parked in any unauthorized area may be towed from the Condominium at the Unit Owner's expense. Unit Owners and their guests shall not block access to the other Unit Owner to use the parking spaces associated with his/her Unit.

ARTICLE 10. EASEMENTS:

SECTION A. Each Unit shall have appurtenant thereto non-exclusive easements in the Common Areas designed for such purposes for ingress to, egress from, and utility services for

such Unit, and in the other common areas for their use according to their respective purposes, subject always to the exclusive or limited use of the LCAs as herein provided. If any Unit or Common Area encroaches on any other Unit or Common Area, a valid easement for such encroachment and the maintenance and use thereof so long as it continues shall exist.

SECTION B. To the extent permitted by the Act, Section 42, II, as amended from time to time or any successor statute, the Association of Unit Owners shall have the irrevocable power as attorney in fact on behalf of all of the Unit Owners and their successors in title to grant easements through the Common Areas and accept easements benefitting the Condominium or any portion thereof.

SECTION C. Declarant hereby expressly reserves the right to grant easements to the owners of abutting property, as well as to the City of Rochester, private utilities, electric utilities or gas line utilities, telephone utilities or cable utilities, and any other utilities over, under and through the common areas and LCAs of the Condominium for whatever use may be made thereof. Notwithstanding any termination of Declarant's interim control as set forth in Article 5 of the By-Laws, the Declarant may grant easements up to the time when the last unit is sold and the Declarant need only obtain the consent of the Unit Owners if such easement runs over, under or through the Unit Owner's LCA.

ARTICLE 11. USE OF CONDOMINIUM AND EACH UNIT: The use of each Unit and the Common Areas shall be subject to all of the following rules and restrictions:

SECTION A. Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the zoning ordinances of the City of Rochester. The Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium.

SECTION B. Livestock, poultry and animals other than domesticated household pets are not permitted. No more than two (2) domesticated household pets are permitted, subject to the understanding that their owners shall strictly comply with all rules and regulations concerning pets as may be adopted by the Association. No animals of any kind may be bred or kept for any commercial purpose.

SECTION C. Signage on Units or LCA for Units is limited to "For Sale" signage during the time when the Unit is actively listed for sale. No other types of signage are allowed.

SECTION D. No noxious or offensive activity which may disturb the occupants of any Unit shall be allowed. The Association of Unit Owners, by and through its Board of Directors, may adopt detailed rules and regulations for the use and enjoyment of the Common Areas, for avoiding noxious or offensive activity which may disturb the occupants of any Unit, and for the occupants of any Unit, and for the general governing of the Condominium, consistent with, and not in conflict with, this Declaration and the By-Laws. All Unit Owners and their tenants, guests

and licensees will strictly comply with said rules and regulations. The Association of Unit Owners, by and through its Board of Directors, may enact a schedule of fines and penalties associated with the enforcement of the Declaration, By-Laws, and any rules and regulations.

SECTION E. Each Unit must keep in good order the porches, LCA stairways, decks and parking spaces.

SECTION F. The architectural integrity of the buildings and the Units shall be preserved, and to that end, no Unit Owner shall change, in any way, the exterior appearance of any structure in the Condominium without the Association's prior consent and approval in writing. No awnings, antennas, and no exterior change, addition, structure, projection, decoration or other feature which is visible from the exterior of the building, shall be erected or placed upon the Common Area or attached to the building, or any part of either, unless previously approved by a vote of the Association in writing. This subparagraph, however, shall not restrict the right of the owner(s) of each Unit to decorate the interiors of the Unit as said owner(s) may desire.

SECTION G. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance in the Common Areas without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Areas which will result in the cancellation of insurance of any Unit or any part of Common Areas of which would be in violation of any law. No waste shall be permitted in any Common Areas.

SECTION H. The Unit Owners may lease their Condominium Units so long as the tenants thereof occupy and use the leased premises in accordance with the provisions of the Condominium Instruments and such leases have a term of one (1) year or more. The Unit shall only be occupied by tenant and tenant's immediate family. Only one family per Unit shall be permitted to lease the Units. If a tenant's activities have been deemed by the Board of Directors to interfere with the other Unit Owners' use and enjoyment of their Units, or if the tenant is in violation of the Condominium Instruments, by a majority vote of the Board of Directors, the Board of Directors may terminate the lease and institute eviction proceedings in the name of the Unit Owner and at the Unit Owner's expense.

ARTICLE 12. ENFORCEMENT OF RESTRICTIONS. The Declarant, the Board of Directors, every Unit Owner, and all those entitled to occupy a unit shall comply with all lawful provisions of the Act and all provisions of the condominium instruments. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association, or by its Board of Directors or any managing agent on behalf of such Association, or, in any proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action. The prevailing party shall be entitled to all costs and attorneys' fees incurred in any such proceeding.

If the Association of Unit Owners shall fail to enforce this or any one or more of the covenants set forth in this Declaration or any rule contained in the By-Laws or any rules of the Association of Unit Owners after receiving written request to do so from any Unit Owner within the Condominium, then any such Unit Owner may attempt to enforce said requirements by giving 10 days' prior written notice to the person violating them, followed by legal proceedings either to enjoin the violation or to recover damages or other compensation, including reasonable collection costs and attorney's fees if the court deems it appropriate under the circumstances.

Notwithstanding anything in this Declaration or in the By-Laws to the contrary, no Unit Owner shall be liable for any violations except such as occur during his or her Unit ownership.

ARTICLE 13. INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided 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 projects similar in construction, design and use, which insurance shall be governed by the provisions of this section.

All insurance obtained by the Board shall:

1. Be written with a company authorized to do business in New Hampshire;
2. Be written in the name of the Association as trustee for the Unit Owners; and
3. Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving a Unit Owner any interest in the Common Area other than that of a Member).

For the benefit of the Owners, the Association shall obtain and maintain at all times and shall pay out of the Common Expense funds, the following insurance:

SECTION A. A Master Policy, or subscription policies, of fire insurance on all common elements with extended coverage, special extended coverage, and use and occupancy coverage for at least 100 percent of the replacement value of all common elements, and the units as defined herein, and such other fire and casualty insurance as the Association shall determine to give substantially equal or greater protection to the Unit Owners, and their mortgagees, as their respective interests appear, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee, or mortgagees, of each unit, if any; provided, however, that notwithstanding such mortgagee loss payable endorsement, the application of all proceeds recovered thereunder shall be determined by the Association in its sole and uncontrolled discretion.

1. The Master Policy shall not, however, provide insurance coverage for the personal possessions of the Unit Owner contained within the unit itself. Each Unit Owner

shall be responsible for obtaining separate insurance coverage, commonly known as a "unit owner's policy," which shall provide coverage for the personal possessions of the Unit Owner and such other coverage as is typically provided by such a policy.

2. Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, on behalf of all the Unit Owners, may realize under any insurance policy which the Board may have in force in favor of the Condominium on the project at any particular time.

SECTION B. A Master Policy, or subscription policies, insuring the Association, its Board, the Owners and the Manager, if any, against any liability to the public and the Owners and their invitees or tenants, occurring in, on, or about the Units and common elements, or either thereof, arising out of, or incident to, the ownership of any unit of the Condominium, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for all persons injured in any one accident and shall not be less than \$500,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Board and may be increased in its discretion). In addition, the Board shall maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

SECTION C. Casualty Insurance. In the event of damage to any portion of the condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Condominium Association is hereby irrevocably appointed the agent for each Unit Owner and for each mortgagee of a Unit and for each Unit Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. If the insurance proceeds are insufficient to reconstruct or repair the damaged or destroyed building, the damage to, or destruction of, the building shall be promptly repaired and restored by the Board of Directors of the Association, using the proceeds of insurance, if any, on the building for that purpose and the Unit Owners shall be liable for assessment for any deficiency, such deficiency to take into consideration as the Unit Owner's contribution any individual policy insurance proceeds provided by such Unit Owner.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section A. In the event of an insured loss, the deductible shall be treated as a

Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Unit Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Unit Owner(s) and their Units as a Special Assessment.

1. Repair of damage to the interior of any part of a Unit or the Common Areas or Limited Common Areas caused by the negligence of a Unit Owner or his guests, invitees, tenants or any occupant of a Unit shall be the financial responsibility of the Unit Owner. Additionally, and following any claims made to the insurance company to correct the damage, and where such claims result in an increase in insurance premiums for the master policy referenced above, then the Unit Owner responsible for such damage shall be financially responsible for the increase, if any, in said insurance premiums covering such damage.
2. Exclusive authority to adjust losses under policies hereafter in force concerning the Condominium shall be vested in the Board or its authorized representative acting on behalf of all insureds, including the individual Unit Owners and their mortgagees. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

SECTION D. Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

SECTION E. At least annually, the Board of Directors shall review the adequacy of all insurance carried by the Association and the Association shall provide each Unit Owner with notices describing each new policy of insurance and all amendments and terminations thereof, all as required by the Act, Section 43, as amended from time to time or any successor statute. Such review shall include an appraisal of all improvements to the project by a representative of the insurance carrier writing the master policy.

ARTICLE 14. CONDEMNATION. If part of the project shall be taken or condemned by any authority having the power of eminent domain such that no Unit or any part thereof is taken, then all compensation and damages for on account of the taking or the common elements, exclusive of compensation for consequential damages to certain affected units, shall be payable to the Board of Directors as Trustee for all Unit Owners and Mortgagees according to the loss or damage to their respective interests in such common elements. The Board of Directors shall have the right to act on behalf of the Unit Owners with respect to all issues related to the taking and compensation affecting the common elements. Such proceeds shall, subject to the prior rights of such mortgagees, become a part of the reserve funds of the Association.

If any Unit or a part thereof is taken, the Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective units. The awards so made shall, subject to the prior rights of mortgagees, be used and distributed by the Trustee first to restore the units and buildings or facilities on the remaining land of the project to the extent possible, attempting to rebuild buildings, containing new units of the same number, size and basic plan as the units taken, with any excess award distributed in accordance with the provisions of this section.

ARTICLE 15. AMENDMENTS TO THE CONDOMINIUM AND TERMINATION.

This Declaration, the By-Laws, the Floor Plan, the Site Plan or any other condominium instruments (as defined by the Act) may be amended from time to time, or this Condominium may be terminated, with the affirmative vote of four (4) out of five (5) of the Unit Owners and only in strict compliance with the Act, Section 34, as amended from time to time or any successor statute.

ARTICLE 16. MORTGAGE PROVISIONS. The following provisions apply to the Condominium, and none may be amended materially without the consent of at least fifty percent (50%) of the mortgagees; provided, however, that if a mortgagee has been notified by certified or registered mail, return receipt requested, and has not responded within sixty (60) days after receipt of such notification, the consent of that mortgagee shall be implied for whatever Unit or Units that mortgagee has, holds, insures or guarantees the mortgage on. Such implied consent may be satisfied by the recording of an affidavit of the President of the Association.

SECTION A. Consent of Lenders Required. A change to any of the provisions governing the following items would be considered to be material:

- (1) Voting rights;
- (2) Increases in assessments that raise the previously assessed amounts by more than twenty-five percent (25%);
- (3) Changes in provisions regarding assessments liens or the priority of assessment liens;
- (4) Reductions of reserves for maintenance, repair and replacement of common elements;
- (5) Responsibility for maintenance and repairs;
- (6) Reallocation of interests in the Common or LCAs or rights to their use;
- (7) Redefinition of any Unit boundaries;
- (8) Casualty or fidelity insurance requirements;

- (9) Imposition of any restrictions in the leasing of Units;
- (10) Imposition of any restriction on Unit Owner's right to sell or transfer his or her Unit;
- (11) Restoration or repair of the project (after damage or partial condemnation) in the manner other than that specified in the document; or
- (12) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

SECTION B. Payment of Taxes. First mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

SECTION C. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or taking of Common Area.

SECTION D. Notice to Mortgagee. An eligible mortgagee shall be given timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing the mortgage.
- (2) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (3) A lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (4) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

SECTION E. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Condominium, or any other agreement providing for services by the Declarant, may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

ARTICLE 17. DECLARANT'S RESERVATION OF RIGHTS.

SECTION A. The Declarant shall have the right to take all actions and transact all business necessary to market and sell the Units, including, but not limited to, maintaining and placing models and signs on Condominium Property, using and showing all Common Areas, LCAs, and unsold Units, and all other uses as are necessary and proper for the marketing and sale of any Unit and Declarant need not obtain consent from the Association before making such actions. All signs, furniture, furnishings, equipment, and other equipment placed or used in any Unit to model or market said Unit shall remain the property of the Declarant. In the event that there is any unsold Unit, the Declarant, as the owner of said Unit, shall be treated as a Unit Owner and shall be subject to all rights, powers, duties, and obligations of a Unit Owner, unless otherwise provided in the Declaration, By-Laws, or the Act.

SECTION B. The Declarant, its agents, contractors, and employees, shall have the right of ingress and egress over, upon, and through Common Areas. The Declarant shall have the right to make such other use of Common Areas as may be reasonably necessary and incident to the construction, development, and sale of the Condominium or Unit including, but not limited to, landscaping and planting. Notwithstanding the foregoing, the Declarant shall not exercise said rights in a manner that unduly interferes with the Unit Owners or any person living in a Unit or said individuals use of the Common Areas and facilities therein, however, in no event, shall Declarant be required to obtain consent from the Association before performing any of the above referenced actions.

ARTICLE 18. DEFINITIONS. All terms and expressions used in this Declaration which are defined in the Act shall have the same meanings here unless the context otherwise requires.

ARTICLE 19. PARTIAL INVALIDITY. The invalidity of any provision of this Declaration shall not impair or affect the validity of the remainder of this Declaration and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED as of the date first above written.

Tesla Properties LLC

By: JR&R Family Trust, Manager

Witness

Justin Gregoire, Trustee

Witness

Rachel Gregoire, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 202__, by Justin Gregoire and Rachel Gregoire, Trustees of the JR&R Family Trust, as duly authorized Manager of Tesla Properties LLC, a New Hampshire limited liability company, on behalf of such LLC.

Notary Public/Justice of the Peace

EXHIBIT A
LEGAL DESCRIPTION

A certain tract or parcel of land situated on the easterly side of Lafayette Street, in the City of Rochester, County of Strafford and State of New Hampshire, depicted on a plan of land entitled "Condominium Plan in Rochester, NH showing Units 1-5 of 38-40 Lafayette Road Condominiums at 38-40 Lafayette Road (Assessors Map 121 Lot 62)," prepared by Millennium Engineering Inc., dated July 11, 2023, last revised on _____, and recorded in the Strafford County Registry of Deeds as Plan No. _____ (the "Site Plan"), being more particularly bounded and described as follows:

Beginning at a drill hole granite bound found on the easterly sideline of Lafayette Street at the northeasterly corner of land now or formerly of LP II L.L.C, being the northwesterly corner of the premises herein described, as shown on said Site Plan; thence running along said Lafayette Street N 35° 45' 30" E a distance of 66.00 feet to a point; thence turning and running along land now or formerly of George S. Philbrook S 52° 05' 58" E a distance of 160.00 feet to a point; thence turning and running along land now or formerly of K&K Realty Trust S 35° 45' 30" W a distance of 66.00 feet to a point; thence turning and running partly along said land now or formerly of K&K Realty Trust and partly along land now or formerly of said land of LP II L.L.C. N 52° 05' 58" W a distance of 160.00 feet to the drill hole granite bound at the point and place of beginning.

Said parcel containing 10,553 square feet, or 0.24 acres, according to said Site Plan.

EXHIBIT B
TABLE OF COMMON INTERESTS

<u>UNIT NO.</u>	<u>COMMON INTEREST VOTE</u>
Unit #38.....	1/5
Unit #38.5.....	1/5
Unit #40.....	1/5
Unit #40A.....	1/5
Unit #40B.....	1/5

EXHIBIT C
BY-LAWS

EXHIBIT D
JOINDER OF MORTGAGEE

JOINDER OF MORTGAGEE TO CONDOMINIUM DECLARATION

_____, holder of a mortgage given by _____ to _____ recorded in the Strafford County Registry of Deeds at Book _____, Page _____, joins herein for the sole purpose of assenting to the creation of the Condominium and recordation of the foregoing Condominium Declaration and to the legal effect and operation thereof; provided, however, that the fee interest of the Grantor, Tesla Properties LLC, in the property does and shall remain subject to the lien of the aforesaid Mortgage pursuant to the terms set forth therein.

Mortgagee:

By: _____
Print Name: _____
Title: _____
Duly Authorized

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____, duly authorized _____ of _____.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT C

**BY-LAWS
FOR
38-40 LAFAYETTE ROAD CONDOMINIUMS
ROCHESTER, NEW HAMPSHIRE**

TABLE OF CONTENTS

<u>Recitals</u>	PAGE NO.
Article 1. Introductory Provisions	3
Section 1. Definitions	3
Section 2. Conflicts	3
 Article 2. Association of Unit Owners	 3
Section 1. Membership	3
Section 2. Voting	4
Section 3. Proxies	4
Section 4. Quorum	4
Section 5. Majority Vote and Tie Breaking	5
Section 6. Place of Meetings	5
Section 7. Annual Meetings	5
Section 8. Regular Meetings	5
Section 9. Special Meetings	5
Section 10. Notice of Meetings and Other Notices	5
Section 11. Meeting Minutes	6
Section 12. Adjournment of Meetings	6
Section 13. Order of Business	6
Section 14. Conduct of Meetings	6
 Article 3. Board of Directors	 7
Section 1. Number and Qualifications	7
Section 2. Compensation	7
Section 3. Powers and Duties	7
Section 4. Managing Agent	9
Section 5. Election and Term of Office	9
Section 6. Removal	9
Section 7. Vacancies	10
Section 8. Organization Meetings	10
Section 9. Regular Meetings	10
Section 10. Special Meetings	10
Section 11. Conduct of Board Meetings	10
Section 12. Waiver of Notice	10
Section 13. Quorum of the Board	11
Section 14. Fidelity Bonds	11
Section 15. Liability and Indemnity of Board of Directors and Officers	11

Article 4. Officers	12
Section 1. Designation	12
Section 2. Election and Removal	12
Section 3. Powers	12
Section 4. Execution of Instruments and Recording of Amendments to By-Laws	12
Section 5. Compensation	12
Article 5. Interim Management by Declarant	13
Article 6. Common Expenses	13
Section 1. Common Expenses	13
Section 2. Capital Improvements	14
Section 3. Reserves	14
Section 4. Expenses for Limited Common Areas	14
Section 5. Books and Disclosure of Financial Information	14
Section 6. Enforcement	14
Section 7. Assessments	16
Section 8. Statement of Expenses	16
Article 7. Owner's Obligation to Repair and Limited Common Area Expenses	16
Article 8. General Provisions	17
Section 1. Abatement of Violations	17
Section 2. Waiver	17
Section 3. Notices	17
Section 4. Amendments	17
Section 5. Notices to Prospective Purchasers of Units	17

38-40 LAFAYETTE ROAD CONDOMINIUMS BY-LAWS

CONDOMINIUM BY-LAWS dated this _____ day of _____, 202__, is executed by **Tesla Properties LLC**, a New Hampshire limited liability company, of 323 Raccoon Hill Road, Salisbury, NH 03268, who is the “Declarant” under the Condominium Declaration of even dated herewith and to be recorded simultaneously herewith in the Rockingham County Registry of Deeds (the “Declaration”). These By-Laws are adopted pursuant to the New Hampshire Revised Statutes Annotated Chapter 356-B (the “Act”), and these By-Laws shall apply to the 38-40 Lafayette Road Condominiums as described and created by the Declaration and to all present and future owners, tenants, and occupants of any Units in the condominium and to all other persons who shall at any time use the condominium or any portion thereof. The mere acquisition or rental of any Unit or the mere act of occupancy of any Unit will signify that these By-Laws are accepted, ratified, and will be complied with. These By-Laws shall run with the land and with each Unit comprising the condominium and shall be binding thereon.

ARTICLE 1. INTRODUCTORY PROVISIONS

Section 1. Definitions. The terms herein used shall have the same meaning as given to them in the Act, except as otherwise provided herein, or the application of such meaning would be contrary to the clear intent of the statement. The term “common areas” means those areas designated in the Declaration as common areas and limited areas. The term “condominium” shall include all Units and common areas, including all improvements within the common areas and all easements, rights, and appurtenances belonging thereto and all other property intended for use in connection therewith. The term “rules and regulations” refers to the rules and regulations for the conduct of the occupants of the condominium, adopted by the Board of Directors as hereafter provided. The term “Owner” or “Unit Owner” means a person owning severally or as a co-tenant a Unit and the common interest appurtenant thereto. The term “Association” means the Association of Unit Owners as described in the By-Laws and in the New Hampshire Condominium Act.

Section 2. Conflicts. These By-Laws are intended to comply with the requirements of the Act. In the event that these By-Laws conflict with the provisions of the Act, as amended from time to time or any successor statute, the Act shall control.

ARTICLE 2. ASSOCIATION OF UNIT OWNERS

Section 1. Membership. The government of the condominium shall be vested in its Association. All Owners of Units in the condominium shall constitute the Association. The Owner of any Unit, upon acquiring title thereto, shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of the Unit ceases for any reason. The Board of Directors will keep an accurate and current list of Association members and their current addresses and said list will be maintained at a place

designated by the Association. The Association may be incorporated as a New Hampshire voluntary corporation and these By-Laws shall serve as the By-Laws of said corporation.

Section 2. Voting. Each Unit Owner whose Condominium fees are current shall be entitled to one vote. Votes may be cast in person or by proxy by the respective Owners. If any vote is to be cast by an executor, administrator, guardian, or trustee for an Owner, there shall be filed with the Chairman of the meeting prior to the taking of said vote satisfactory evidence that the person seeking to cast the vote is the record owner of the Unit or is otherwise duly authorized. If a Unit Owner is more than one person, the vote may be cast by any one of them present or represented by proxy at the meeting in the absence of protest (which is made at the time of or prior to the vote being cast) by the other or others, and in the case of such protest each co-owner shall be entitled to only a share of such vote in proportion to his or her share of ownership in such Unit. If a Unit Owner is a corporation or other entity other than a natural person, the vote for that Unit may be made by any natural person having authority to execute deeds on behalf of the Unit Owner, and in the absence of protest by any other person, said authority may be presumed by the secretary or chairman of the meeting at which the vote will be cast. The Association may vote without a meeting, provided that the procedures provided in the Act, Section 39-a are followed. Approval by ballot pursuant to this section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

Section 3. Proxies. A proxy in each case will be subject to the following requirements:

- A. It must be dated, and it must list the name of the person who will be casting the proxy vote;
- B. The signature of the person granting the proxy must be acknowledged before a Notary Public or Justice of the Peace;
- C. It will terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy;
- D. It will not be revocable except by actual notice by the unit owner of revocation to the person presiding over the meeting; and
- E. Proxy forms shall be distributed with the notice of the meeting, and each form shall have a control number correlating to the unit owner.

Section 4. Quorum. The presence in person or by proxy (at the commencement of any meeting of the Association) of Owners of three (3) Units shall constitute a quorum at all meetings of the Unit Owners. In determining a quorum, the term "all Unit Owners" in this paragraph will not include units the title to which is held by the Association. If there is no quorum at the annual meeting, the Board of Directors shall reschedule the annual meeting within sixty (60) days and provide proper notice and proxies.

Section 5. Majority Vote and Tie Breaking. The vote of a majority of Units at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes. In the event of a tie vote, the Unit Owners shall agree on a neutral party, skilled in the subject area of the dispute, to make a decision for the condominium, such as a plumber, insurance agent, roofer, or attorney, as the case may be. In the event that the Unit Owners cannot agree on the identity of such a person, each shall choose a person skilled in the subject matter of the dispute, which persons shall choose a neutral third person, whose decision shall be binding on the condominium. In the alternative, by mutual agreement, the Unit Owners may refer the matter to the Board of Directors.

Section 6. Place of Meetings. The meetings of the Association shall be held at such suitable place convenient to the Unit Owners as may be designated by any Officer of the Association.

Section 7. Annual Meetings. The first annual meeting of the Association will be held as called by the Declarant. Thereafter, the annual meetings of the Association will be held on the second Tuesday of February each year, or on such other date as may be set by the Association. At each annual meeting the Board of Directors will be elected.

Section 8. Regular Meetings. In addition to the annual meetings, the Board of Directors may by resolution establish regular meetings of the Association at regular intervals more frequently than annually.

Section 9. Special Meetings. Special meetings of the Association may be held at any time upon the call of the Board of Directors, or upon written request of a Unit Owner presented to the Secretary. If the Board of Directors does not notify Unit Owners of a special meeting within 30 days of such written request, the requesting Unit Owners may directly notify all Unit Owners of a special meeting. Only matters described in the meeting notice may be considered at a special meeting.

Section 10. Notice of Meetings and Other Notices. The Secretary or other duly authorized officer of the Association (hereinafter, "Officer") will provide written notice of the time, place, and agenda of all meetings of the Association, by hand delivery, United States mail, or electronic mail to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated in writing to the Officer. If no such designations are made, the notice will be provided to the mailing address. In the case of each annual meeting or other regularly scheduled meeting, said notice shall be mailed or hand delivered at least twenty-one (21) days prior to the meeting. In the case of any special meeting, said notice shall be mailed or hand delivered not less than seven (7) days prior to the meeting. The minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. The purpose of such meetings shall include budget changes or a proposal to remove an officer or member of the Board of Directors. Upon notice being given in accordance with the provisions hereof, the failure of any Unit Owner to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereof. Any Unit Owner may waive any notice as to him or her in writing.

Section 11. Meeting Minutes. The secretary or other designee duly authorized by the Board of Directors shall take minutes of all meetings. The Board of Directors shall make copies of the minutes of all meetings available to the Unit Owners within sixty (60) days of the meeting or fifteen (15) days of the date such minutes are approved by the Board, whichever occurs first. The Association may opt to provide the minutes electronically or publish them on the Association website, in which case the Unit Owners shall be informed of the web address. The Board shall respond to a Unit Owner's written request for the minutes within fifteen (15) days of receipt of the request.

Section 12 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum has not attended, the Unit Owner who is present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, except in the case of the annual meeting in which case the meeting shall be rescheduled within sixty (60) days and notice shall be given in accordance with Article 2, Section 11 of these By-Laws.

Section 13. Order of Business. The order of business at all meetings of the Association shall be as follows:

- A. Roll call;
- B. Notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Reports of Board of Directors;
- F. Reports of committees;
- G. Election of members of Board of Directors/Officers (when so required);
- H. Unfinished business;
- I. Commentary by Unit Owners on any matters affecting the Association. The President may determine how best to provide reasonable opportunity for such commentary while still ensuring that adequate time exists to address such Agenda items;
- J. New business.

Section 14. Conduct of Meetings.

- a) The meetings may be conducted in the manner decided by the President and do not need to be conducted pursuant to the most recent edition of Roberts Rules of Order Newly Revised.

- b) The meetings may be conducted in person, by telephone, or by video or other conferencing process, provided that such meetings comply with the provisions of the Act, Section 37-c as amended from time to time.

ARTICLE 3. BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the condominium will be governed by a Board of Directors and the Board shall have all powers delegated to it by these By-Laws and the Association. The Board of Directors shall consist of five (5) members, however all five Board members must own different Units from each other such that each Unit will have one representative Owner on the Board of Directors. All of the Board of Directors shall act in a fiduciary capacity to the Association.

Section 2. Compensation. The Board of Directors shall not receive any salary or compensation from the association for the performance of duties as a board member and shall not in any other way benefit financially from service to the Association. The Directors may however be entitled to reimbursement for reasonable personal expenses incurred in pursuance of the Association's business, subject to any budget requirements or other conditions or limitations imposed by the Board of Directors or the Association.

Section 3. Powers and Duties. The Board of Directors shall have all of the powers and responsibilities assigned by the Act, as amended from time to time or any successor statute. Without limiting the generality of the preceding sentence, the Board of Directors will have all of the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts except as by law may not be delegated to the Board of Directors; Said powers and duties shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas except as otherwise provided with regard to limited common areas;
- B. The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the common areas;
- C. To make or cause to be made additional improvements on and as part of the common areas (subject to the terms of these By-Laws);
- D. To acquire, hold, manage, convey and encumber title to real property (including but not limited to condominium Units conveyed to or acquired by the Association) in the name of and on behalf of the Association;
- E. To grant rights of use through the common areas and to accept similar rights benefiting the condominium or any portion thereof;
- F. (a) The assessment and collection of the common expenses from the Unit Owners. The assessment shall be made following the annual adoption of a budget by the Board of

Directors and the consideration and ratification of same by the Unit Owners in accordance with the Act, Section 40-c, as it may be amended from time to time. Special assessments may also be made provided that they are made in accordance with the provisions of the Act, Section 40-c, as it may be amended from time to time; and (b) The enforcement of liens to secure unpaid assessments, pursuant to the Act, Section 46, as amended from time to time, or any successor statute;

G. The Board of Directors shall present financial information on a profit and loss statement (the "Statement") to the Unit Owners 30 days prior to the annual meeting of the Association; The Statement shall specify all revenues received in the budget year less future revenue liabilities, and all expenses by general type; When the annual meeting is held before the end of the fiscal year, year-to-date spending shall be provided in each category, and a final year-end accounting shall be sent to each Unit Owner within 90 days of the close of the fiscal year;

H. The Board of Directors shall make copies of the minutes of all meetings available to the Unit Owners within sixty (60) days of the meeting or fifteen days of the date such minutes are approved by the Board, whichever occurs first; The association may opt to provide the minutes electronically or publish them on the association website, in which case the Unit Owners shall be informed of the website address;

I. The adoption and amendment of rules and regulations covering the details of the operation and use of the condominium, including, but not limited to, practices for acceptable landscaping and other improvements in the limited common area and the common areas or any portion thereof;

J. The general regulations of use and operations of parking areas;

K. Establishing procedures for, and establishing a schedule of fines and penalties associated with, the enforcement of the Declaration, By-Laws, or any rules and regulations adopted by the Board of Directors;

L. Opening of bank accounts on behalf of the Association and designating the signatories required for such accounts;

M. Obtaining and administering insurance for the condominium as set forth in the Declaration;

N. Repairing, restoring, and replacing common areas and/or the structure after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the By-Laws;

O. Procuring legal and accounting services necessary or proper in the operation of the condominium or the enforcement of these By-Laws;

P. The assessment of costs or damages against any Unit Owner whose actions have proximately caused damages to the common areas;

Q. Act on behalf of the Unit Owners in the event of proceedings against the common area in a condominium;

R. Payment of any amount necessary to discharge any lien or encumbrance levied against the entire condominium or any part thereof which may in the opinion of the Association constitute a lien against the condominium or against the common areas, rather than merely against the interests of particular Unit Owners (where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens); and

S. All other powers granted by the Declaration or these By-Laws, permitted by law or enjoyed by associations of this kind.

Section 4. Managing Agent. The Board of Directors may, in its discretion, employ, as a common expense of the condominium, a managing agent to assist it in managing the affairs of the condominium. The Board may delegate to said agent the authority to perform any of the functions or exercise any of the powers set forth in subparagraphs A. through R., except for subparagraph E., in the preceding Section 3. The Association or the Board, in its discretion, may limit any of the powers granted to the managing agent or grant additional powers to the managing agent to the extent permitted by law. If such delegation has been made to a managing agent, the managing agent shall disclose any referral fees received from contract work performed on behalf of the Association to the board of directors prior to the next regularly scheduled board meeting, unless the terms of such fees are disclosed in the managing agent's contract with the Association, in which case such disclosure shall not be required. The managing agent also shall disclose to the board of directors the amount and purpose of any fees, other than maintenance fees, received from a unit owner, unless the terms of any such fees are disclosed in the managing agent's contract with the unit owners' association, in which case such disclosure is not required. Any contractor licensed by the state of New Hampshire who performs work for a unit owner shall disclose on the bill any referral fee paid by the contractor.

Section 5. Election and Term of Office. Each Director will be elected at an annual meeting for a term which will end on the next following annual meeting of the Association at which Directors are elected.

Section 6. Removal. At any regular or special meeting of the Association, any one or more of the members of the Board of Directors may be removed with or without cause by the Association and a successor may then or thereafter be elected for the remainder of the term to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Unit Owners may not consider whether to remove a Director at such meeting unless the topic of removal is included in the notice of the meeting.

Section 7. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member by vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Board (even though the members present at the Board meeting may constitute less than a quorum) and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose vacancy he/she filled. Death, incapacity, or resignation by any Director or his/her ceasing to be an Owner or Co-Owner of a Unit shall cause his/her office to become vacant.

Section 8. Organization Meetings. The first meeting of the Board of Directors shall be held within ten (10) days after the Annual meeting of the Association, at a convenient time and place, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing that a majority of the whole Board shall be present thereat.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at any such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held quarterly during each calendar year. Unit Owners shall have a reasonable opportunity to comment at regular meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days written notice by mail or seven (7) days' notice given personally or by telephone to each member, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board will be called in such manner and such notice on written request of at least two (2) Directors.

Section 11. Conduct of Board Meetings.

- A. All Board meetings, except for executive sessions, shall be open to attendance by Unit Owners.
- B. The Board may meet in executive session where the meeting is not open to Unit Owners. However, such meeting must be recorded, and the recordings must be made available to Unit Owners for up to thirty (30) days upon request.
- C. Notice of all Board meetings must be given to Board members and Unit Owners except if the meeting is called for an emergency or the meeting is referenced in a schedule given to the Unit Owners.
- D. Such notice shall be provided ten (10) days prior to the meeting and shall reference the date, time, place, and agenda. Materials for such meetings shall be made reasonably available to the Unit Owners.

Section 12. Waiver of Notice. Any Director may at any time waive notice of any meetings of the Board of Directors. Attendance by a Director at any Board meeting shall constitute a waiver of notice by him/her of the time and place thereof. If all the Directors are

present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 13. Quorum of the Board. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment meeting which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board of Directors may, in its discretion, obtain adequate fidelity bonds for all Officers and employees of the Association handling or responsible for Association funds. The premiums upon such bonds will be a common expense.

Section 15. Liability and Indemnity of Board of Directors and Officers. The Board of Directors and Officers shall not be liable to the Unit Owners for any mistake of judgment or otherwise, except for their own individual negligence or willful misconduct. The Association of Unit Owners will indemnify each Director and Officer of the Association against all costs, expenses, and liabilities, including the amount of judgments, amount paid in compromise settlements which may be incurred by or imposed upon him/her in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which he/she may be involved as a party or otherwise by reason of his/her being or having been such Director or Officer, or by any reason of past or future action taken, authorized, or approved by him/her or any omission to act as such Director or Officer at the time of the incurring or imposition of such costs, expenses, or liabilities, except such costs, expenses, or liabilities as shall relate to matters as to which he/she is liable by reason of his/her negligence or willful misconduct toward the Association in the performance of his/her duties as such Director or Officer. As to whether or not a Director or Officer was liable by reason of negligence or willful misconduct toward the Association in the performance of his/her duties as such Director or Officer, in the absence of a final adjudication of the existence of such liability, the Board of Directors and each Director and Officer may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators, and assigns of each such Director and Officer.

The Board of Directors, acting by a majority, may purchase, as a common expense of the condominium, such insurance against liability as the Board shall determine is reasonable and necessary. Each Unit Owner shall be personally liable for all sums lawfully assessed for his/her share of the common expense of the condominium and for his/her proportionate share of any claims involving the condominium in excess thereof.

ARTICLE 4. OFFICERS

Section 1. Designation. The principal Officers of the Association will be at a minimum a President, Treasurer and Secretary, who shall be appointed by the Board of Directors and also shall not be Owners of the same Units. The term of the Officers shall be three (3) years. The Association may appoint any other Officer or Officers which in its judgment shall deem necessary or desirable who shall be Unit Owners. Members of the Board of Directors may serve as Officers of the Association.

Section 2. Election and Removal. Each Officer will be appointed by the Board of Directors. Officers shall only consist of Owners or Spouses of Owners, or, where an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Owner. Each Officer will be appointed at an annual meeting, will serve at the pleasure of the Board of Directors, and may be removed at any time by the Board of Directors, with or without cause. Any removal proceedings shall be done in accordance with the provisions of the Act, Section 40-b. An Officer is no longer an Officer once the person or the entity the person represents sells or disposes of his or its interest in a Unit. The Board of Directors at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Section 3. Powers. The President shall serve as the chief executive Officer of the Association and shall preside at all meetings of the Association. The Treasurer shall maintain and keep the financial books and records of accounts of the Association, prepare regular reports thereof and be responsible for the deposit and custody of the Association's funds and securities. The Treasurer shall keep the minutes of the Association. The President or Treasurer shall give all notices of all meetings as provided by these By-Laws. The Secretary shall prepare minutes of all regular and special Association meetings and all Board of Directors meetings and shall assist the Board of Directors in making minutes available to Unit Owners in according with RSA 356-B:37(VI) as it may be amended from time to time. Notwithstanding the foregoing, the Association may, in its discretion, delegate powers to, or limit the powers of, any of the Officers.

Section 4. Execution of Instruments and Recording of Amendments to By-Laws. All checks, drafts, notes, deeds, acceptances, conveyances, contracts or other instruments shall be signed on behalf of the Association by such officers as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such applicable resolution, by the President or Vice President and by the Treasurer or Secretary. Also, all amendments to the Declaration or By-Laws shall be recorded by the officer designated to do so by general or special resolution of the Board of Directors. In the absence of any such resolution, amendments shall be recorded by the President or Vice President.

Section 5. Compensation. The Officers shall not directly receive any salary or compensation from the association for the performance of duties as an officer and shall not, in any other way, benefit financially from service to the Association.

ARTICLE 5. INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these By-Laws, the Declarant will exercise all powers and responsibilities assigned by these By-Laws, the Declaration, and the Act to the Association of Unit Owners, the Board of Directors, and Officers until such time as the Declarant turns over said powers and responsibilities to the Unit Owners and the Association of Unit Owners has elected a Board of Directors. Said transfer of said powers and responsibilities shall, in no event, occur later than the first to occur of (a) the time at which the Declarant has completed the passing of title to third party purchasers of Units to which are assigned a total of 75% of the undivided interest in the common areas, or (b) the expiration of two (2) years from the date of the incorporation of the Association. No contract binding the Association of Unit Owners, the Board of Directors, or the Unit Owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of Unit Owners of a majority of the Units in the Association of Unit Owners. Upon the occurrence of either event, said transfer of powers or responsibilities shall happen immediately without any further action or notice required.

ARTICLE 6. COMMON EXPENSES

Section 1. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest (i.e. the undivided interest in the common areas as set forth in Exhibit "B" to the Declaration). The owner of each Unit shall be responsible for the payment of any utility expenses associated with the Unit and their respected limited common area including, but not limited to, electricity, gas, heat and hot water. Utility expenses incurred, if any, inclusive of repairs to Common Area portions of utilities, in connection with utilities provided for the common area shall be deemed a common expense. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Condominium, including without limitation: all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner); assessments; insurance; liability for loss or damage arising out of or in connection with the Common Areas or any fire, accident or nuisance thereon; the cost of repair, reinstatement, rebuilding and replacement of Common Area or facilities in the Common Areas; yard, maintenance, trash disposal and similar services as appropriate; wages; accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the Common Areas as appropriate or for the Association; and the cost of all water and utility services to the Common Areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association. Common Expenses shall not include, and a Unit Owner shall be liable and responsible for, charges, costs, and expenses, incurred by or on behalf of the Association in connection with the repair, reinstatement, rebuilding, or replacement of Common Area or facilities in the Common Areas necessitated by the negligence or willful misconduct of any Unit Owner, or any guest, resident, agent, or contractor of a Unit.

Section 2. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, alteration of existing facilities not shown in the condominium plans, any such additions, alterations or new construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

Section 3. Reserves. The Association shall assess, as a common expense, an amount or amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations, maintenance, or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

Section 4. Expenses for Limited Common Areas. All LCA repair and replacement expenses shall be borne by the Association. However, the Board of Directors has the discretion to allocate such expenses depending upon whether the expense substantially effects one or more, but not all, Units, to a greater degree. For example, if the roof of the garage needs to be replaced, the Board of Directors may choose to allocate all of that expense to be split between only Units #38, #38.5, #40, and #40B, since Unit #40A does not use the garage.

Section 5. Books and Disclosure of Financial Information.

A. The Board of Directors will maintain books of account for common expenses for the common areas, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices, and will have such books of account available for inspection by each Unit Owner or his/her authorized representative at reasonable business hours.

B. In addition to financial information and meeting minutes, Unit Owners have access to additional information related to finances as further described under the Act, Section 37-e II., III., and IV.

Section 6. Enforcement. The Association shall have a lien on every Unit for unpaid assessments of common expenses levied against the Unit, if perfected pursuant to Section 46 of the Act. Each periodic assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed. The Association may establish priority lien rights in accordance with Section 46 of the Act.

If a Unit Owner fails to pay the common expenses assessed to the Unit by the Unit Owners' Association within 60 days of the date it was due, the Association may, as a separate and additional remedy, subject to the existing rights of a holder of a first mortgage of record as provided in this section, collect from any tenant renting the Unit any rent then or thereafter due to the owner of such Unit. The Association shall apply such rent collected against the amount owed to it by the Unit Owner until such assessment is satisfied. Prior to taking any action under this paragraph, the Association shall give to the delinquent Unit Owner written notice of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the Association claims is due and owing by the Unit Owner, and shall indicate the intent of the Association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of such notice shall be provided to any first mortgagee of record on such unit who has previously requested in writing that the Association notify it of any delinquency in the payment of amount due to it by the Unit Owner.

The Unit Owner shall have 30 days from the date of mailing of such notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No Unit Owner shall be entitled to withhold payment of assessments due, offset against the same, or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.

If the Unit Owner fails to timely file a response in compliance with the preceding paragraphs in this section, the Association may notify and direct each tenant renting such Unit from such Owner to pay all or a portion of the rent otherwise due to such owner to the Association, such rent or portion of such rent to be in the amount the Association claimed is due on its notice to the Unit Owner, or the full rent, whichever is less. The Association shall have a continuing right to collect any rent otherwise payable by the tenant to such Unit Owner until such amount, plus any charges thereafter becoming due, are satisfied in full. Nothing in this section shall preclude the Unit Owner from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed. Nothing in this section shall prevent the Association from bringing an action under this section or to otherwise establish the amount owed to it by the Unit Owner or otherwise to seek and obtain an order requiring the tenant in such Unit, or tenants in another Unit owned by the Unit Owner in the Condominium, to pay to the association rent otherwise due to the Unit Owner or otherwise limit the Association's rights at common law.

In no event shall a Unit Owner take any retaliatory action against any tenant who pays rent, or any portion of rent, to the Association as provided in this section. Any tenant so paying rent shall not be deemed in default on the rent to the extent of the payment to the Association.

Any waiver of the provisions of this section in any lease or rental agreement shall be void and unenforceable as against public policy.

Section 7. Assessments. The Association shall determine the amounts and frequency of assessments for common expenses pursuant to the process outlined in Article 3, Section 3 F. of these By-Laws. In determining the amount, the Association shall in its discretion set a figure for a reasonable prospective period (up to one year) sufficient to accumulate and pay when due the anticipated common expenses for that period. In determining the frequency of the payments, the Association has full discretion to levy the assessments on a bi-annual basis or as otherwise determined by the Association. If at the end of any assessment period it is determined that the assessments were estimated too low, the deficiency may be forthwith assessed by the Association and paid by the Unit Owners as a special assessment or assessments.

Section 8. Statement of Expenses. Any Unit Owner or purchaser of a Unit having executed a contract for the sale or purchase of the Unit shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessments currently levied against that Unit. Said request shall be in writing, directed to the President of the Association of Unit Owners. Such statement will be issued within ten (10) business days from the receipt of said request, and failure to do so may result in the lien for unpaid assessments being extinguished under the Act, Section 36 VIII, as amended from time to time or any successor statute. Said statement once issued shall be binding upon the Association of Unit Owners, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

ARTICLE 7. OWNER'S OBLIGATION TO REPAIR AND LIMITED COMMON AREA EXPENSES

Each Unit Owner shall, at his/her own expense, keep his/her Unit and its equipment and appurtenances in good order, condition and repair. Unit Owners shall keep their respective LCA parking space in good order, but the Association has the responsibility to repair the same. In addition to keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, furnace, air conditioning equipment, lighting fixtures, doors, windows, and other property which are not Common Area and are either located in his/her Unit or designated as Limited Common Area for his/her Unit. In order to enable the Association to make prompt repairs required under Article 3, Section 3 A. or N., each Unit Owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing of water services or waste removal which are Common Area within his/her Condominium Unit. In the event a Unit Owner fails to make such repairs as required in this Article after thirty (30) days' written notice of the need for the same is given to him/her by the Association, the Association may enter and make such repairs, the expense of which shall be borne by said Unit Owner. In the event that a Unit Owner fails to pay the Association for the costs incurred by the Association to repair an Owner's Unit or Limited Common Area, the Association may impose a lien equal to the Association's costs and expenses associated with said repairs and the Association's costs to obtain reimbursement. No Unit

Owner shall permit any repair or other work in his/her Unit or Limited Common Area by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Commercial General Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his/her Unit.

ARTICLE 8. GENERAL PROVISIONS

Section 1. Abatement of Violations. The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration or By-Laws shall give the Association the right, in addition to any other rights set forth in these By-Laws or in the Declaration:

A. For emergency or safety hazards/violations, to enter the Unit in which, or as to which, the 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 Association and its agents (including but not limited to the Officers of the Association and the managing agent, if any) shall not thereby be deemed guilty in any manner of trespass;

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting Unit Owner.

Section 2. Waiver. The failure of the Association of Unit Owners to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the Owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

Section 3. Notices. All notices to Unit Owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the Unit Owner, addressed to the Unit Owner's address appearing on the records of the Association. Any notice given or mailed to one Co-Owner shall be presumed to have been properly given to any other Co-Owner, regardless of whether a separate notice was given or sent to said other Co-Owner.

Section 4. Amendment. These By-Laws may be amended at any time upon compliance with the requirements of Article 15 of the Declaration, and any other or further restrictions imposed by the Act, as amended from time to time, or any successor statute.

Section 5. Notices to Prospective Purchasers of Units. In the event of any resale of a unit or any interest therein by any person (other than the Declarant or its successors in interest) the prospective Unit Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the following:

- A. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;
- B. A statement of the status and amount of any reserve for the major maintenance or replacement fund, and any portion of such fund earmarked for any specified project by the Association;
- C. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available;
- D. A statement of the status of any pending suits or judgments in which the Association is a defendant;
- E. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association and what additional insurance coverage would normally be secured by each individual Unit Owner;
- F. A statement that any improvements or alterations made to the Unit or the limited common area assigned thereto by the prior Unit Owner are not known to be in violation of the Declaration.

The President of the Association or any other Officer of the Association shall furnish such statements upon written request of any prospective Unit Owner within ten (10) days of the receipt of such request.

Said statement once issued shall be binding upon the Association, and every other Unit Owner. The Association may establish a fee to be charged to the Unit Owner in consideration of issuing said statement, which fee shall not exceed \$10.00 for each request, unless a higher amount is permitted by law.

EXECUTED as of the date first above written.

Tesla Properties LLC

By: JR&R Family Trust, Manager

Witness

Justin Gregoire, Trustee

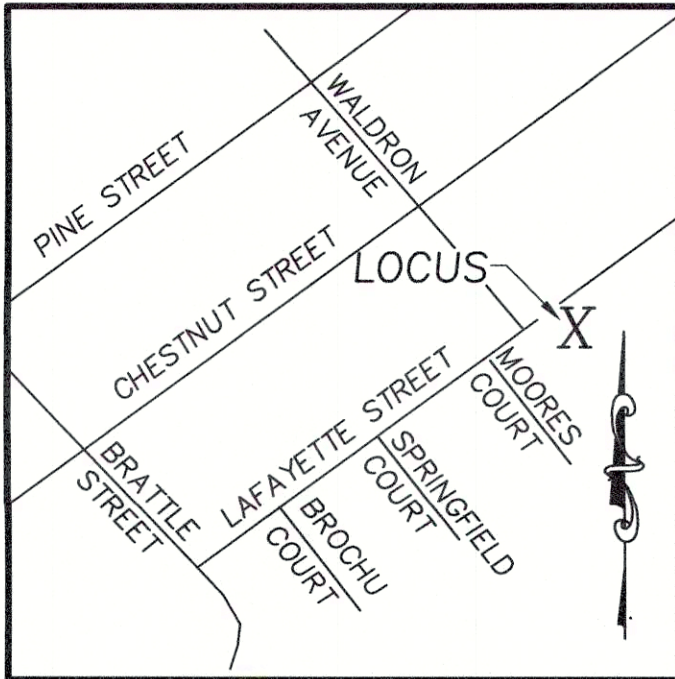
Witness

Rachel Gregoire, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on this ____ day of _____, 202__, by Justin Gregoire and Rachel Gregoire, Trustees of the JR&R Family Trust, as duly authorized Manager of Tesla Properties LLC, a New Hampshire limited liability company, on behalf of such LLC.

Notary Public/Justice of the Peace



- NOTES:**
- 1) THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.
 - 2) THIS PARCEL DOES NOT WITHIN A FLOOD ZONE. SEE F.I.R.M. COMMUNITY PANEL 33017C 0211 D EFFECTIVE DATE MAY 17, 2005
 - 3) THE LOCATIONS OF THE UNDERGROUND SERVICE LINES ON THIS PARCEL ARE APPROXIMATE ONLY SEE LEGEND BELOW.
 - 4) THERE ARE NO WETLANDS ON THIS PARCEL.

UTILITIES NOTE

THE LOCATION OF UTILITIES SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY OTHERS, AND WHERE POSSIBLE FROM MEASUREMENTS TAKEN IN THE FIELD, AND ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AT 1-888-344-7233 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST MARKING OF UNDERGROUND UTILITIES. MILLENNIUM ENGINEERING, INC., ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING THEREFROM.

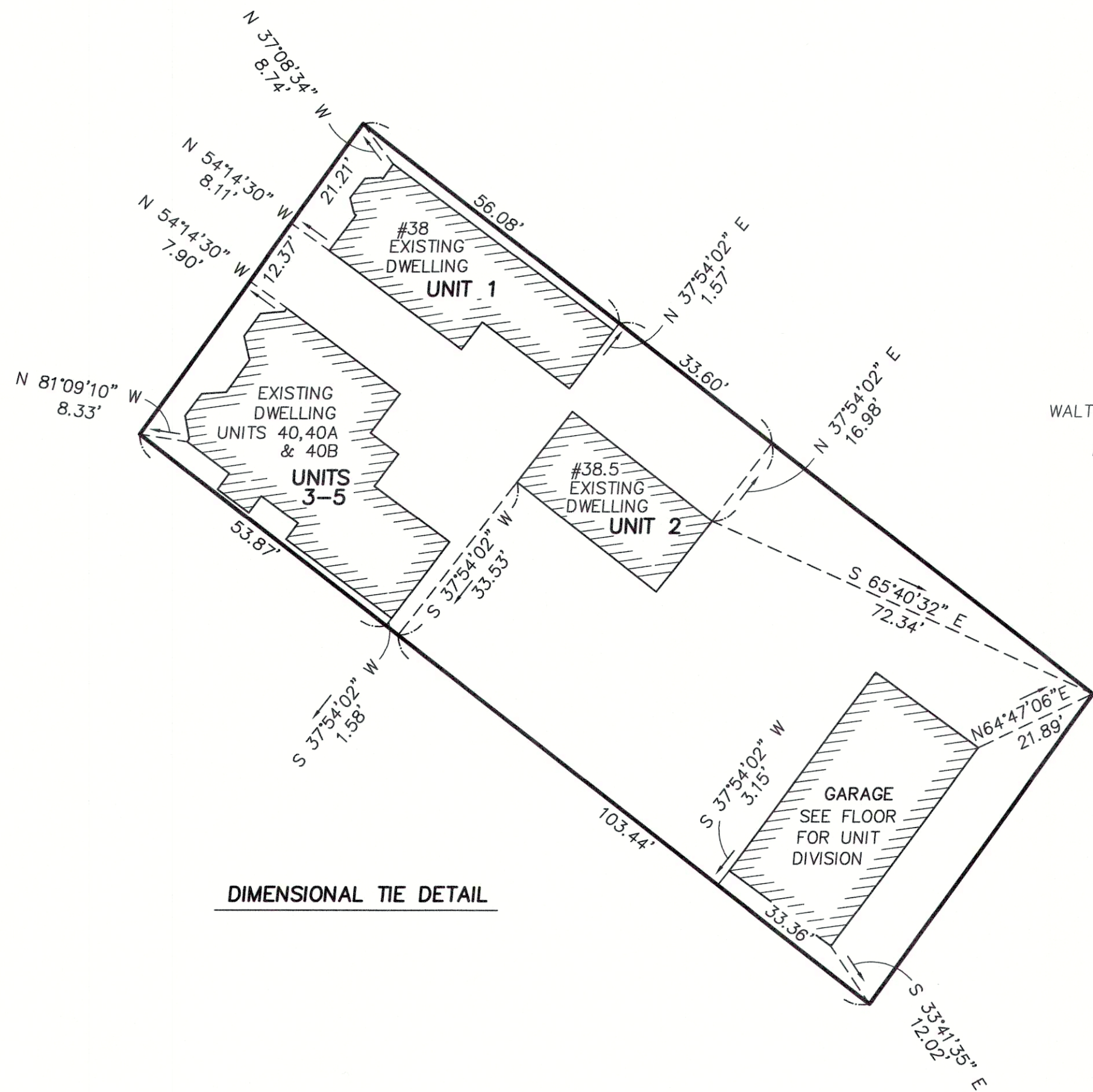
PLAN REFERENCE

"CITY OF ROCHESTER, NEW HAMPSHIRE CONTRACT DRAWINGS FOR LAFAYETTE STREET RECONSTRUCTION" SCALE: 1"=20' DATE: MARCH 18, 1998 BY: WRIGHT PIERCE

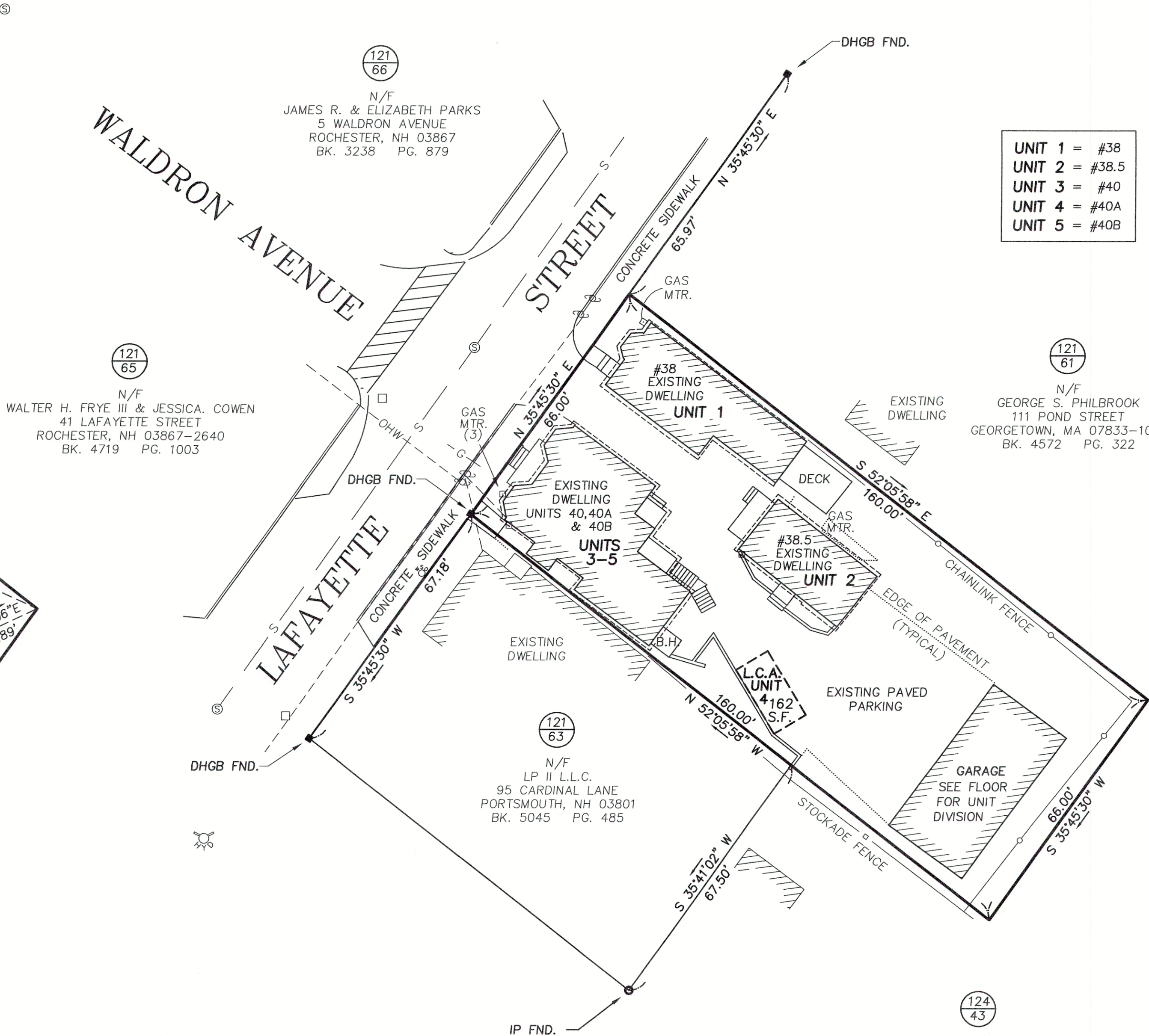
RECORD OWNER

121
62
TESLA PROPERTIES L.L.C.
323 RACON ROAD
SALISBURY, MA 03268
BK. 5078 PG. 871
10,553 S.F.
0.24 ACRES

LOCUS MAP
NOT TO SCALE



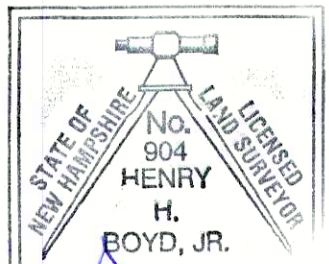
DIMENSIONAL TIE DETAIL



- UNIT 1 = #38
UNIT 2 = #38.5
UNIT 3 = #40
UNIT 4 = #40A
UNIT 5 = #40B

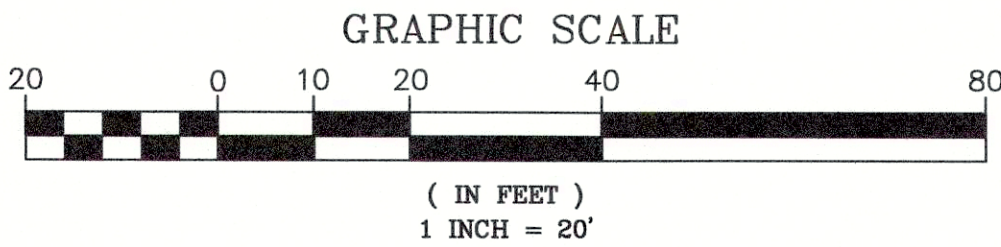
ALL AREA ON THE PROPERTY IS COMMON WITH THE EXCEPTION OF THE GARAGE AND THE UNIT 5 PARKING, WHICH IS L.C.A..

I CERTIFY:
THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND IN JUNE OF 2023.
THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.
THAT THIS SURVEY CONFORMS TO THE REQUIREMENTS FOR ACCURACY FOR N.H. URBAN SURVEY AND IS IN COMPLIANCE WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 356 B:20(i) AND THAT UNITS 1-5 ARE SUBSTANTIALLY COMPLETE.



10-17-2023
LICENSED LAND SURVEYOR DATE

- LEGEND**
- | | | | |
|--------|---------------------------|-------------------|---------------------------------|
| ■ DHGB | DRILL HOLE GRANITE BOUND | — WS — | APPROXIMATE WATER SERVICE |
| ● D.H. | DRILL HOLE | — GAS — | APPROXIMATE GAS SERVICE |
| ○ IP | IRON PIPE | ○ UTILITY POLE | UTILITY POLE |
| ○ 00 | ASSESSORS MAP AND PARCEL | — OHW — | OVER HEAD WIRE |
| ⊙ | DRAIN MAN HOLE | — CHAINLINK FENCE | CHAINLINK FENCE |
| ⊙ | SEWER MAN HOLE | — STOCKADE FENCE | STOCKADE FENCE |
| — SS — | APPROXIMATE SEWER SERVICE | — L.C.A. — | LIMITED COMMON AREA LINE L.C.A. |



NO.	DATE	DESCRIPTION	BY

SCALE: 1"=20'	DRWN. BY: R.S.G.	PROJECT: E233034
DATE: AUG. 02, 2023	CHKD. BY: H.H.B.	SHEET: 1 OF 2

SITE PLAN

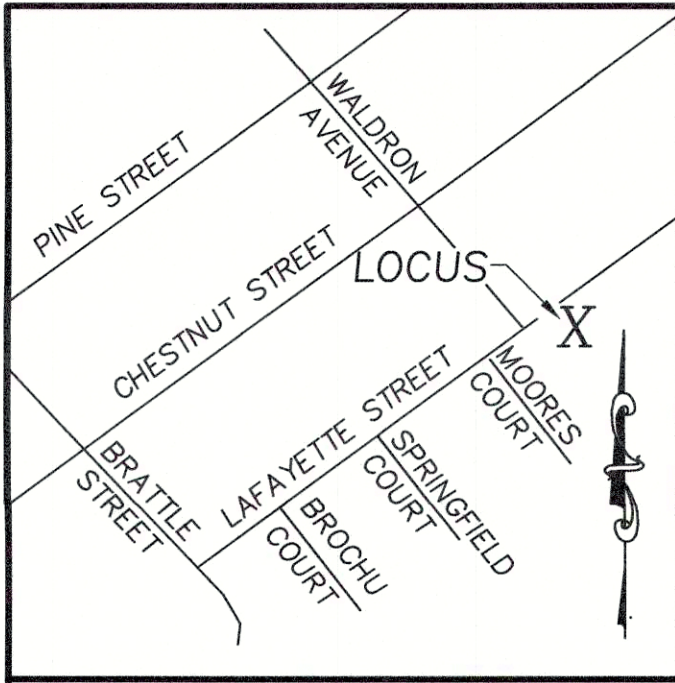
CONDOMINIUM PLAN

IN
ROCHESTER, NH

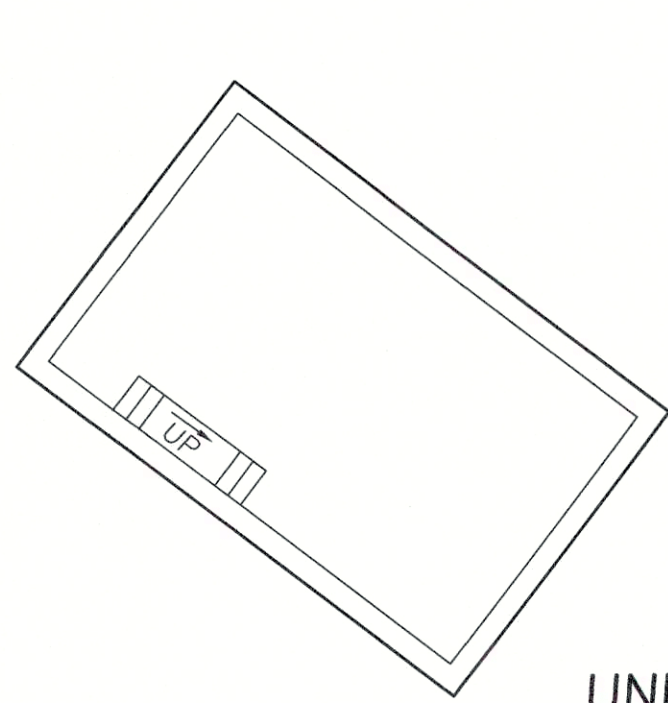
SHOWING
UNITS 1-5 OF
38-40 LAFAYETTE STREET CONDOMINIUMS
AT 38-40 LAFAYETTE ROAD
(ASSESSORS MAP 121 LOT 62)

RECORD OWNER
TESLA PROPERTIES L.L.C.
323 RACON HILL ROAD SALISBURY, MA 03268

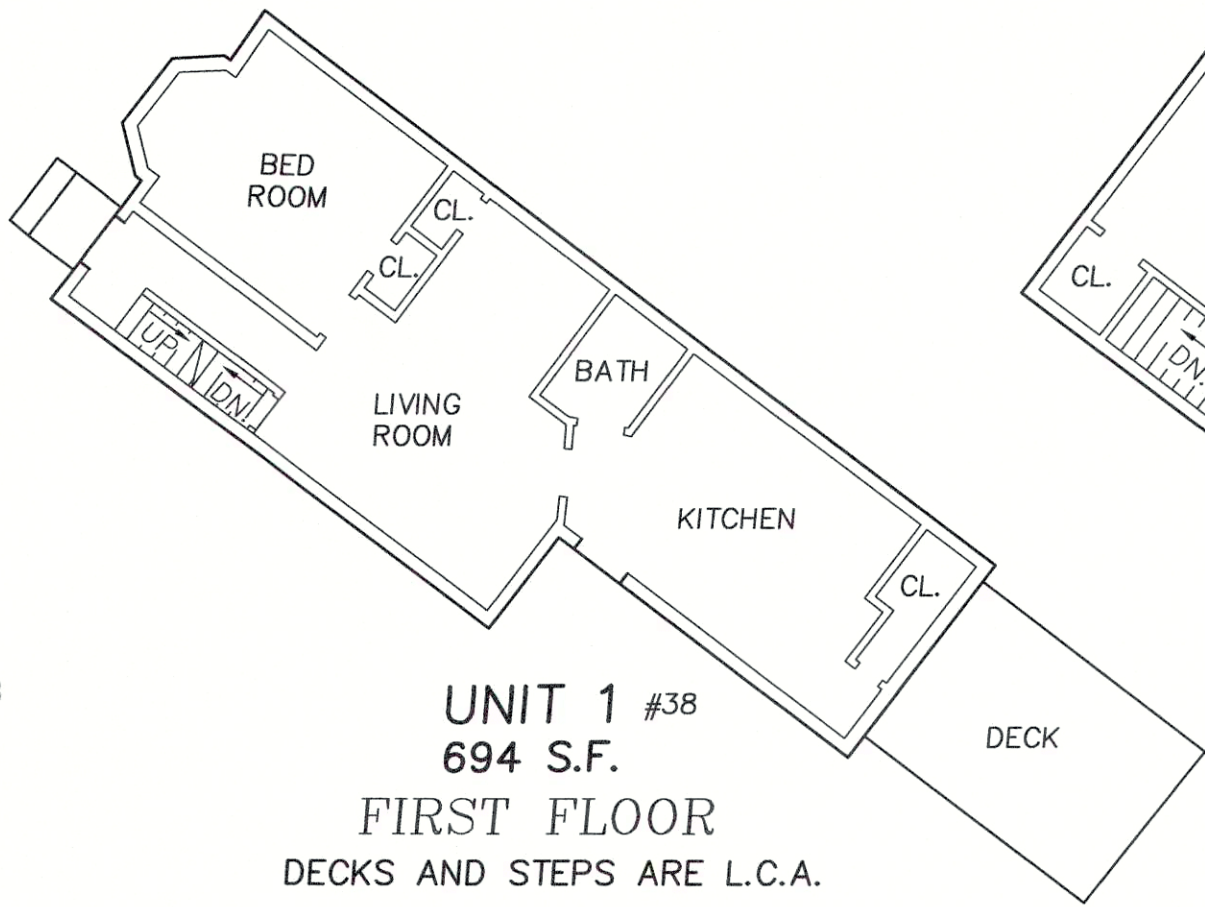
MILLENNIUM ENGINEERING INC.
ENGINEERS AND LAND SURVEYORS
P.O. BOX 745 13 HAMPTON ROAD EXETER, NH 03833
PHONE: (603) 778-0528 FAX: (603) 772-0689



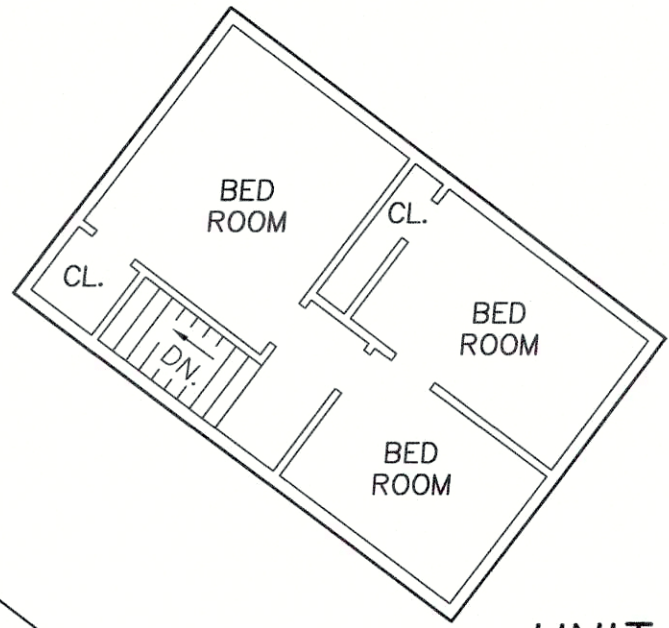
LOCUS MAP
NOT TO SCALE



UNIT 1 #38
422 S.F.
BASEMENT

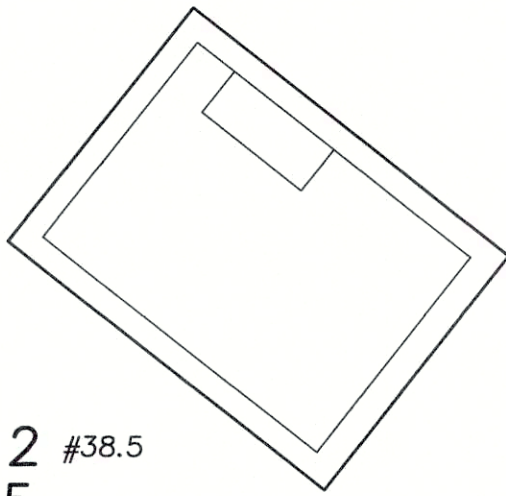


UNIT 1 #38
694 S.F.
FIRST FLOOR
DECKS AND STEPS ARE L.C.A.

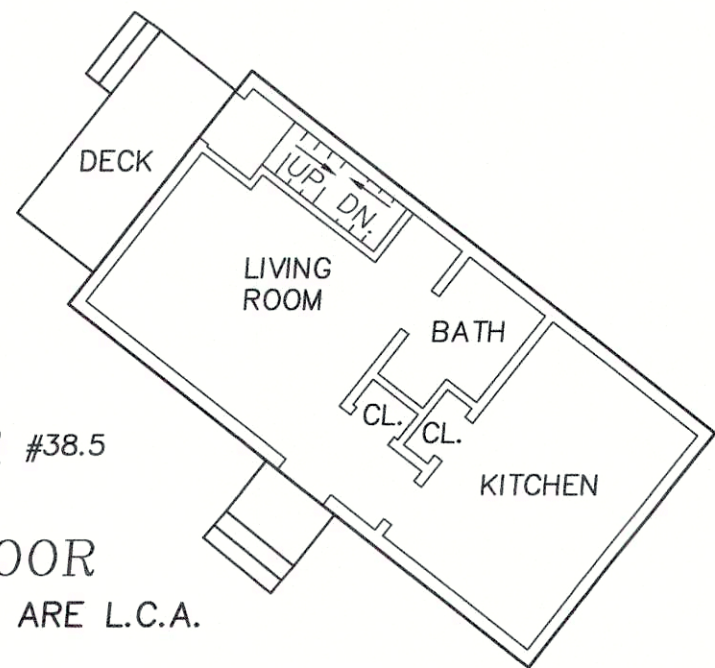


UNIT 1 #38
469 S.F.
SECOND FLOOR

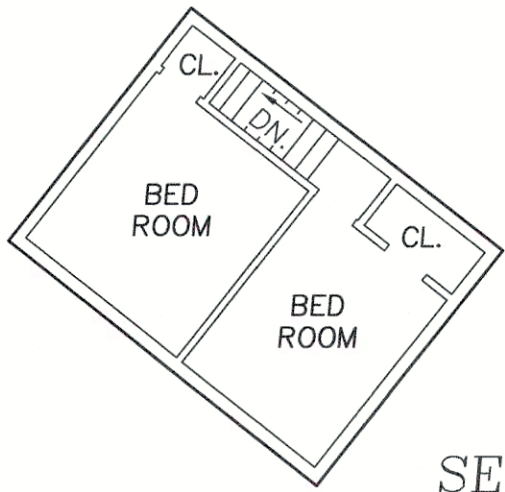
ELEVATION TABLE	
UNIT 1	
SECOND FLOOR	ELEV.= 240.8±
FIRST FLOOR	ELEV.= 232.3±
BASEMENT	ELEV.= 225.4±
ELEVATIONS ARE BASED ON N.A.V.D. 1988	



UNIT 2 #38.5
234 S.F.
BASEMENT

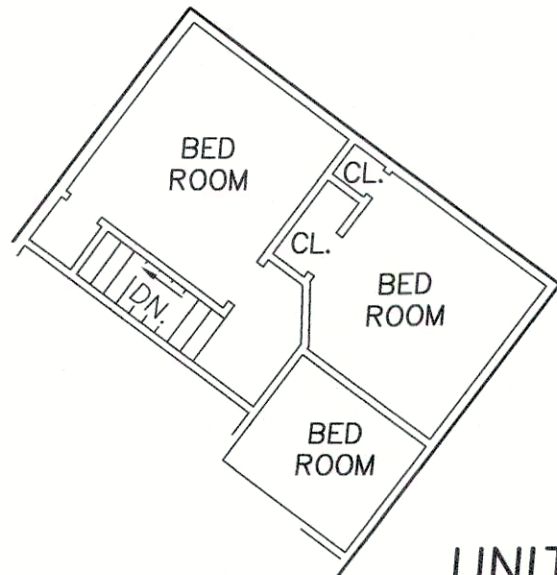


UNIT 2 #38.5
415 S.F.
FIRST FLOOR
DECKS AND STEPS ARE L.C.A.



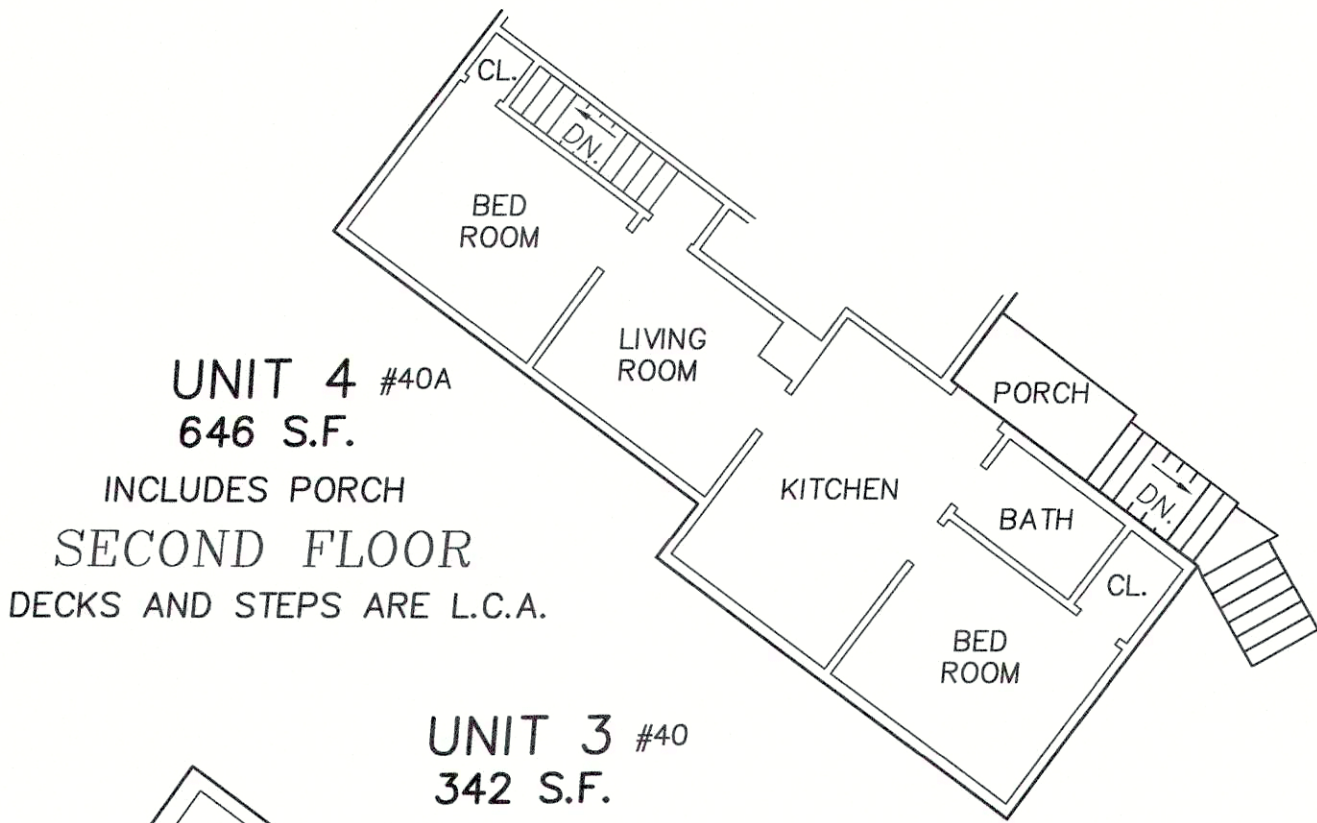
UNIT 2 #38.5
272 S.F.
SECOND FLOOR

ELEVATION TABLE	
UNIT 2	
SECOND FLOOR	ELEV.= 241.1±
FIRST FLOOR	ELEV.= 233.0±
BASEMENT	ELEV.= 226.4±
ELEVATIONS ARE BASED ON N.A.V.D. 1988	

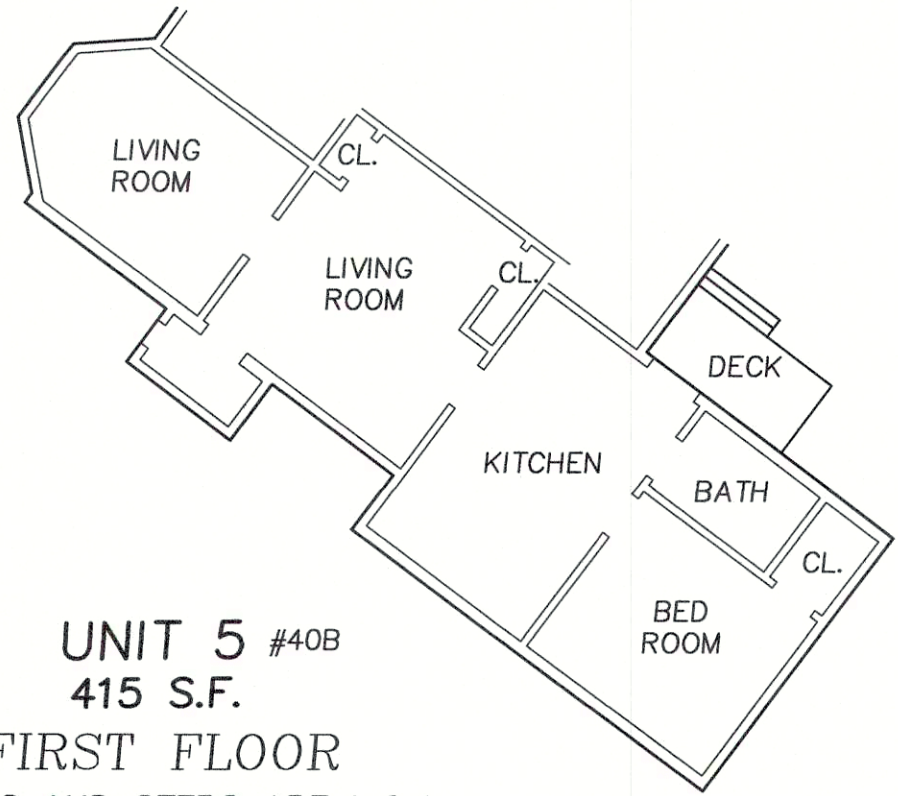


UNIT 3 #40
349 S.F.
SECOND FLOOR

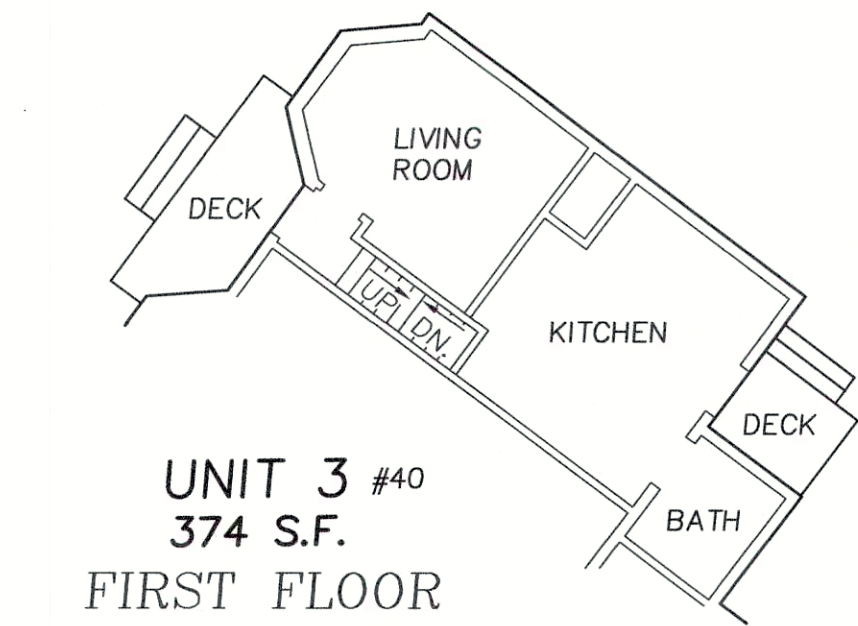
ELEVATION TABLE	
UNIT 3	
SECOND FLOOR	ELEV.= 240.6±
FIRST FLOOR	ELEV.= 233.2±
BASEMENT	ELEV.= 225.2±
ELEVATIONS ARE BASED ON N.A.V.D. 1988	



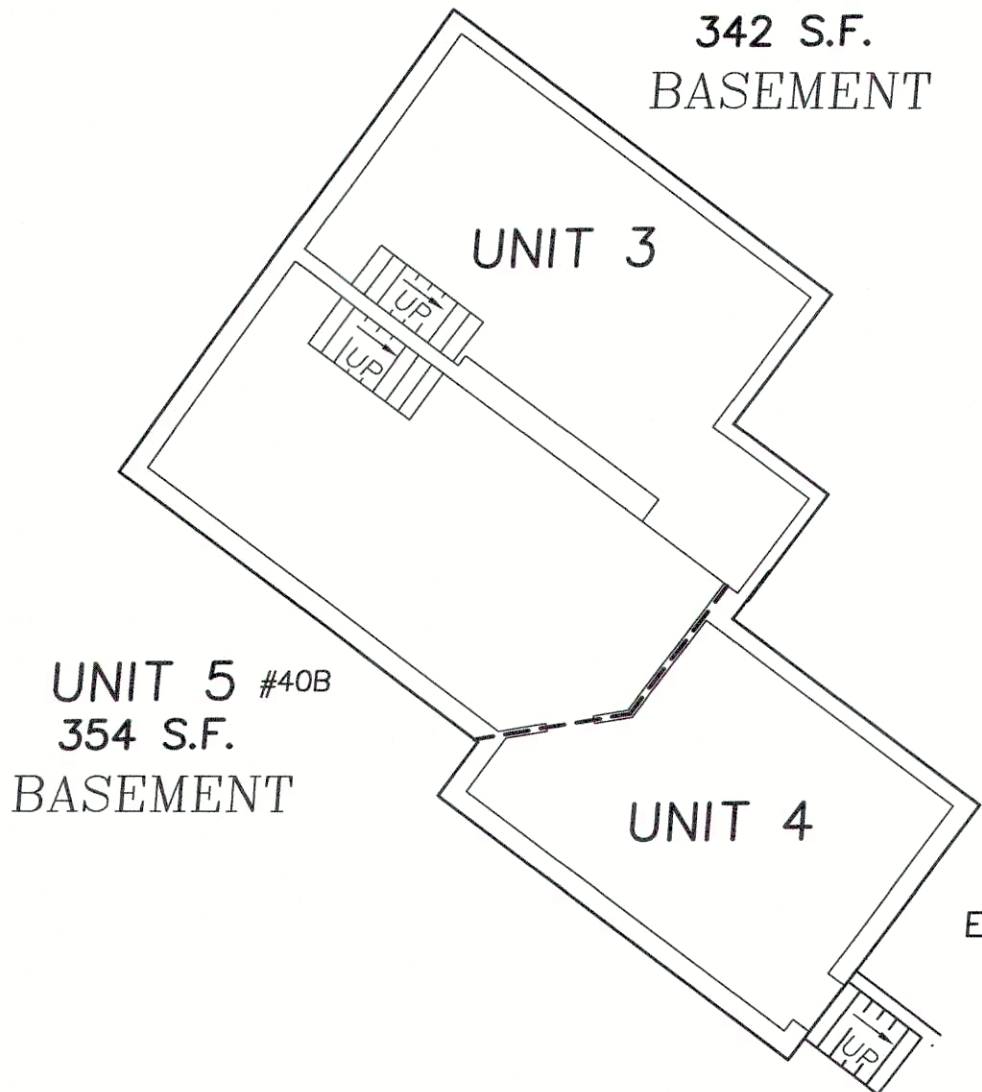
UNIT 4 #40A
646 S.F.
INCLUDES PORCH
SECOND FLOOR
DECKS AND STEPS ARE L.C.A.



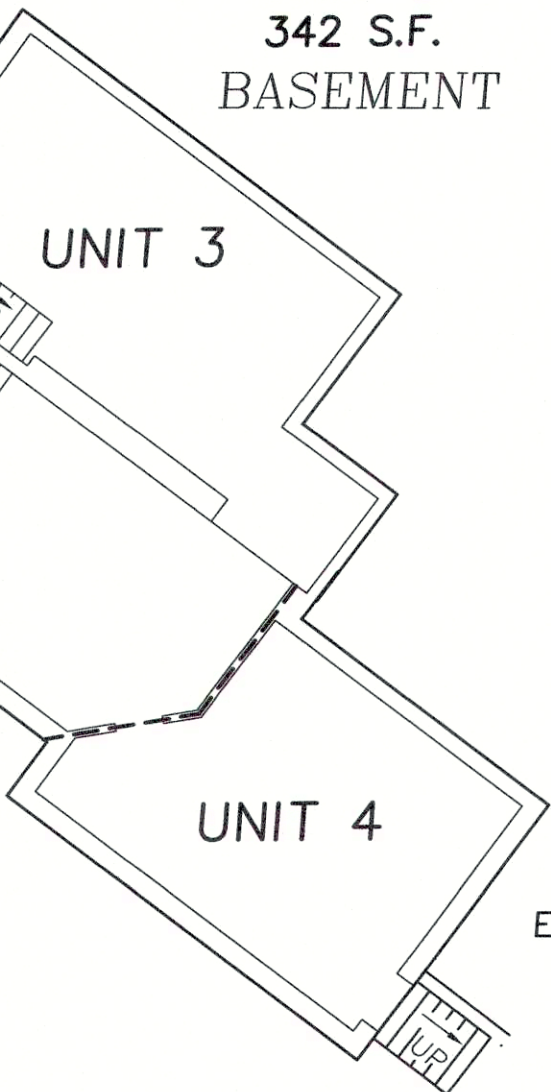
UNIT 5 #40B
415 S.F.
FIRST FLOOR
DECKS AND STEPS ARE L.C.A.



UNIT 3 #40
374 S.F.
FIRST FLOOR
DECKS AND STEPS ARE L.C.A.

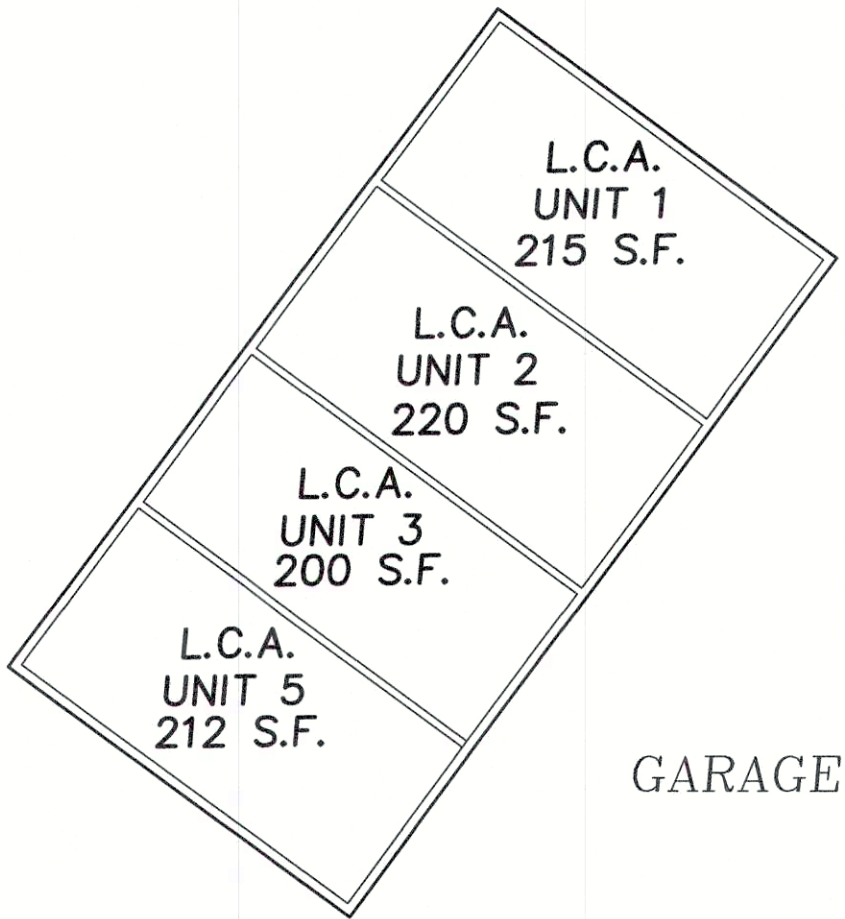


UNIT 5 #40B
354 S.F.
BASEMENT



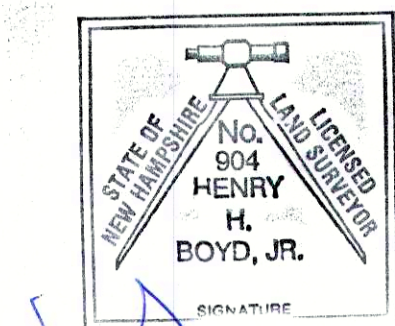
UNIT 4 #40A
265 S.F.
BASEMENT
EXTERIOR STEPS ARE L.C.A.

ELEVATION TABLE	
UNIT 5	
FIRST FLOOR	ELEV.= 233.2±
BASEMENT	ELEV.= 226.3±
ELEVATIONS ARE BASED ON N.A.V.D. 1988	

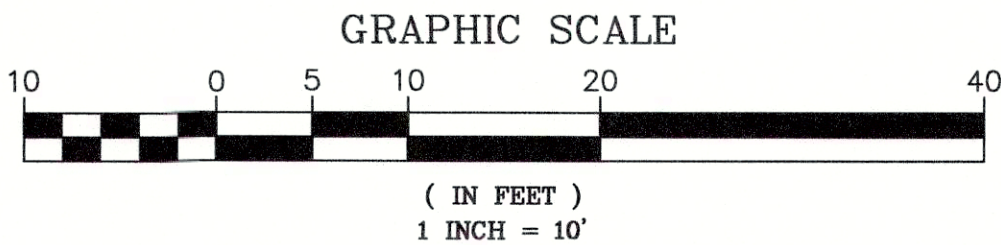


GARAGE

I CERTIFY:
THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND IN JUNE OF 2023.
THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.
THAT THIS SURVEY CONFORMS TO THE REQUIREMENTS FOR ACCURACY FOR N.H. URBAN SURVEY AND IS IN COMPLIANCE WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 356 B:20(I) AND THAT UNITS 1-5 ARE SUBSTANTIALLY COMPLETE.



SIGNATURE: *[Signature]* 10-17-2023
LICENSED LAND SURVEYOR DATE



NO.	DATE	DESCRIPTION	BY

FLOOR PLANS		
CONDOMINIUM PLAN		
IN ROCHESTER, NH		
SHOWING UNITS 1-5 OF 38-40 LAFAYETTE STREET CONDOMINIUMS AT 38-40 LAFAYETTE ROAD (ASSESSORS MAP 121 LOT 62)		
RECORD OWNER TESLA PROPERTIES L.L.C. 323 RACON HILL ROAD SALISBURY, MA 03268		
MILLENNIUM ENGINEERING INC. ENGINEERS AND LAND SURVEYORS P.O. BOX 745 13 HAMPTON ROAD EXETER, NH 03833 PHONE: (603) 778-0528 FAX: (603) 772-0689		
SCALE: 1"=10'	DRWN. BY: R.S.G.	PROJECT: E233034
DATE: AUG. 02, 2023	CHKD. BY: H.H.B.	SHEET: 2 OF 2