



Town of Boscawen

116 North Main Street, Boscawen, NH 03303 | Telephone: 603.753.9188

Planning Board Members

Loren J. Martin
Chair

Barbara Randall
Vice-Chair

Edward J. Cherian, Jr.
Member

Gary Tillman
Member

Josh Crawford
Member

Roberta Witham
Member

Lorrie J. Carey
Member Ex-Officio

Planning Board Alternates

Bill R Bevans
Alternate Ex-Officio

Planning & Community Development Staff

Kellee Jo Easler
Director

Kara Gallagher
*Coordinator &
Recording Secretary*

Ruth Ashby
Assistant

PUBLIC NOTICE

Notice is hereby given in accordance with **NH RSA 676:4, I, D1** and the **Town of Boscawen Land Development Regulations** that the **Planning Board** will meet on **Tuesday, April 2, 2024** after **6:30 PM** at the Boscawen Municipal Complex, 116 North Main St, Boscawen. During a *regular meeting* of the Board, they will hear an application for a **Condominium Minor Subdivision**, submitted and owned by **Cynthia & Dave Caron of 21 Village Street, Penacook, NH 03303**, with a location of **2 A&B-8 A&B Villa Brasi Lane, Boscawen, NH 03303, Map 83 Lot 9**, located in an COM zone. Upon a finding by the Board that the application meets the submission requirements of the Zoning Ordinance and the Land Development Regulations, the Board will vote to accept the application as complete and a public hearing on the merits of the proposal may follow.

Should a decision not be reached at the public hearing, this application will stay on the Planning Board agenda until such time as it is either approved or disapproved.

Per order of the Planning Board,

Kellee Jo Easler, Director
Planning & Community
Development

The Town of Boscawen prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status. Boscawen is an equal opportunity employer.



Certification of Zoning Compliance

Name: David and Cynthia Caron Date: 3.5.24

Address: 21 Village Street Phone: _____

City, State, Zip: Penacook NH 03303

Location of Land: 2 A&B-8 A&B Villa Brasi Lane Zone: COM

Map: 83 Lot: 9 Sublot: _____

Description of Use – (attach additional information, drawings, or plans if helpful)

The applicant is asking for a Minor Subdivision for Condominiums to allow 1 lot with 8 condominium units on a 36,071 s.f. (0.828 acre) lot to allow for existing two-family dwellings to be converted into condominiums units to sell.

Research Documents

Current Boscawen Zoning Ordinance and Boscawen Land Development Regulations. The Zoning Board of Adjustment file for the subject property was reviewed as well.

Review of the Record

Zoning Board of Adjustment approved 4 two-family homes for a total of 8 living units on August 24, 2021. Within the Minutes, there was testimony stating that they would be looking to sell the units in the future.

Code Enforcement Officer Determination(s)

In order to proceed, the Applicant shall apply for and receive approval for a Minor Subdivision from the Planning Board. This approval may include conditions.

Rose Fife 
Rose Fife, Code Enforcement Officer

3.5.24
Date

Should any party be aggrieved by a decision of the Code Enforcement Officer, the aggrieved party may file an appeal with the Zoning Board of Adjustment if it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance adopted pursuant to NH RSA 674:33 – Powers of the Zoning Board of Adjustment. This appeal must be filed within 30 days of the date of the decision that is complained of.

Kara Gallagher

From: dspaulding@cmonitor.com
Sent: Thursday, March 7, 2024 9:47 AM
To: Kara Gallagher
Subject: Classified Ad Confirmation
Attachments: cmlogo.jpg; dspaulding_4433314_1709822770806.png; 4433314.pdf

Hi Kara, This notice will run in tomorrow's paper Have a great weekend thank you deb

C O N



TOWN OF BOSCAWEN
116 NORTH MAIN ST BOARD OF SEL
BOSCAWEN, NH 03303-112

Cust#:98684
Ad#:4433314
Phone#:603-753-9188
Date:03/07/2024

Salesperson: Deb Spaulding Classification: Legals Ad Size: 2.0 x 3.50

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Concord Monitor	03/08/2024	03/08/2024	1	200.50	200.50

Payment Information:

Date: Order# Type
03/07/2024 4433314 BILLED ACCOUNT

Total Amount: 200.50

Tax: 0.00

Amount Due: 200.50

- Thank you for your business!

Ad Copy

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TOWN OF BOSCAWEN

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Should a decision not be reached at the public hearing, this application will stay on the Planning Board agenda until such time as it is either approved or disapproved.

Per order of the Planning Board,

Kellee Jo Easler, Director
Planning & Community
Development

March 8, 2024



T.F. BERNIER, INC.
Land Surveyors~Designers~Consultants

50 Pleasant Street, P.O. Box 3464
Concord, NH 03302-3464

Environmental Permitting
State and Local Permitting
Land Surveying
Aerial Mapping
Aerial Photography

Tel. (603) 224-4148
Fax (603) 224-0507

March 5, 2024



Loren Martin, Chair
Town of Boscawen Planning Board
116 N. Main Street
Boscawen, NH 03303

Re: Application for Condominium Declaration
Villa Brasi Condominium
Cynthia & David Caron, Assessors Map 83 Lot 9

Dear Chair Martin and Members of the Board:

Please find enclosed an application for a Condominium Declaration on Lot 9. The lot is owned by Cynthia & David Caron and is 0.828 acres. All improvements, structures and utility services are existing, (Site Plan approved in 2021). The owners wish to create a Condominium with 8 units, two in each of the four structures.

Condominium Declaration siteplan and floorplan are attached. The condominium declaration and bylaw documents are attached.

Thank you for your time and consideration of this application. If you have any questions or need additional information, please give us a call.

Sincerely,
T.F. BERNIER, INC.

Jonathan Crowdes, LLS
Project Manager

enclosures
cc: file 603-02

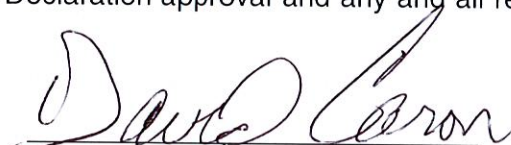
Cynthia & David Caron
21 Village Street
Penacook, NH 03303

Town of Boscawen
Planning Board
116 North Main Street
Boscawen, NH 03303

RE: Application for Subdivision-(Condominium Declaration) Map 183D Lot 76

To Whom It May Concern:

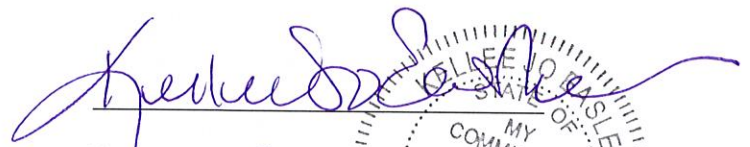

I, David Caron, hereby give permission for Timothy Bernier of T.F. Bernier, Inc., P.O. Box 3464, Concord, New Hampshire, to represent us before the Town of Boscawen Planning Board relative to the application for Condominium Declaration approval and any and all related matters.


David Caron

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 27 day of February 2024, by David Caron


Notary Public/Justice of the Peace
My Commission Expires: 



TOWN OF BOSCAWEN, NEW HAMPSHIRE

Minor Subdivision for Condominiums

116 North Main Street, Boscawen, NH 03303 | 603 753-9188x2309 | keasler@boscawennh.gov

Application is hereby made to classify the attached sketch plan of a proposed Minor Subdivision. We have read the Town of Boscawen's "Land Development Regulations" and provide the information required by the regulations below.

1. Applicant's Name(s): Cynthia & David Caron

Address: 21 Village Street Penacook, NH 03303

Phone: 603-344-5450

2. Name and Address of Owner(s) if different than Applicant:

Name: same

Address: _____

Phone: _____

3. Interest of Applicant if not Owner: _____

4. Location of proposed subdivision Villa Brasi Lane

Map 83 Lot 9 Sublot _____

5. Number of proposed lots 1 (8 condominium units)

6. Area of entire tract 36,071 S.F. (0.828 Ac.)

Be sure sketch plat shows the entire tract that you propose to subdivide.

7. Total Area of portion to be subdivided _____

Add acreage of each lot to be subdivided _____

8. Are all proposed lots on an existing Town Road? Yes No

9. Are you proposing a new road to be accepted by the Town? Yes No

10. Do you require an extension of water or sewer lines? Yes No

11. Zone tract is in: AR R-1 R-2 C I MRD Village Check all that apply.

12. This application also includes a request for consideration of a Conditional Use Permit under the authority and provisions of the Village District requirements as specified in Article XVIII: Yes No

13. Development Plans:

a. Sell lots only. Yes No

b. Construct houses for sale. Yes No

c. Other Create condominium units to sell



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- 14. Name, Address and Phone Number of person preparing sketch plat:
 Name T.F. Bernier, Inc. (Agent)
 Address P.O. Box 3464 Concord, NH 03302 Phone 603-224-4148
- 15. Names and addresses of abutting owners (Attach a separate sheet with this information).

***If applicant is not owner, a notarized letter of authorization from owner must be on file.**

General Information:The applicant shall refer to the Boscawen Land Development Regulations and shall complete this checklist as part of this subdivision application. Staff will assist with fee requirements. A NH Licensed Land Surveyor shall prepare each subdivision plat and shall certify the Error of Closure. Said plat shall bear the seal and signature of the NH Licensed Land Surveyor and shall be prepared suitable for recording in the Merrimack County Registry of Deeds.

Plan Format: The plat be prepared on twenty-two by thirty-four inch (22" x 34") standard sheets measured from cutting edges at a scale of not less than one inch equals one hundred feet (1"=100'), or at greater detail as directed by the Board to indicate clearly the existing and proposed features of the site. The plat drawings shall have a minimum 1/2" margin on all sides. If one sheet is not of sufficient size to contain the entire area for the site and environs, the plat shall be divided into sections to be shown on separate sheets of equal size with reference on each sheet to the adjoining sheets. A cover sheet shall be included which shows the overall subdivision and the boundary of each sheet.

Other Items: In addition to the items below, the Board may require additional reports or studies deemed necessary to make an informed decision, including but not limited to: traffic, school, fiscal, environmental impact analyses, wildlife, historic, impact fee analysis, sprinkler system review and other studies. The Board reserves the right to request such information after an application has been accepted as complete.

Contacts to set up meetings, submit plans and receive letters:

- Planning & Community Development Director Kellee Jo Easler – keasler@boscawennh.gov
- Deputy Planning & Community Development Director ^{Kara Gallagher} ~~Kearsten O'Brien~~ – ^{kgallagher@boscawennh.gov} ~~kobrien@boscawennh.gov~~
- Code Enforcement Officer ^{Rose Fife} ~~Alan Hardy~~ – ^{rfife@boscawennh.gov} ~~ahardy@boscawennh.gov~~
- Public Works Director Dean Hollins – dhollins@boscawennh.gov
- Fire Chief Tim Kenney – tkenney@boscawennh.gov
- Police Chief Jason Killary – jkillary@boscawennh.gov



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The Planning & Community Development Staff will review and verify that the applicant submitted all the items listed below.

Subdivision Plan Contents to be submitted:

1. Meet with Planning & Community Development Director prior to submitting application; **(Section 2.1)**
2. Receive a Determination Letter from Code Enforcement Officer; **(Section 2.5.8.A)**
3. Receive a letter from Boscawen Public Works Department, Boscawen Fire Department and Boscawen Police Department; **(Section 2.5.8.B, C, D.)**

Submittal Requirements for All Applications: (Section 4.1)

1. A completed application **(Sections 4.1.1)**
2. Name of project or identifying title; tax map & lot(s) numbers **(Section 4.1.2)**
3. Names and business addresses of all professionals involved in the preparation of the plan and application including their professional registrations and seals where required; **(Section 4.1.3)**
4. Names and addresses of all holders of conservation, preservation or agricultural preservation restrictions on the subject properties and abutting properties; **(Section 4.1.4)**
5. An application fee, fees for independent review, as set forth in Section 11: Fees, which are due and payable upon submission; **(Section 4.1.5)**
6. An abutters list including all names and addresses from Assessors Database, and the names and addresses of any professionals involved in the preparation of the plan; **(Section 4.1.6)**
7. Current zoning classifications and boundaries on and adjacent to the tract; **(Section 4.1.8)**
8. Building, wetland or Shoreland setbacks; **(Section 4.1.9)**
9. Base flood elevations and flood hazard areas, based on available Federal Emergency Management Agency (FEMA) Flood Hazard Boundary Maps for Merrimack County, NH; **(Section 4.1.10)**
10. The required number of paper copies of plans and documents as well as electronic submittals; **(Section 4.1.11)**
11. All drawings shall be legibly prepared and drawn to scale. Each drawing shall have a north arrow, a scale, preparation date and all revision dates; **(Section 4.1.12)**
12. A vicinity sketch showing the location of the site in relation to the surrounding public street system (suggested scale: one (1) inch equals five hundred (500) feet). Said vicinity sketch shall be included on the plan or the cover set when more than one sheet is required for an application; **(Section 4.1.13)**
13. Colored photographs of all buildings and the site showing their relationship to abutting properties and adjacent streets and public ways; **(Section 4.1.14)**



TOWN OF BOSCAAWEN, NEW HAMPSHIRE

Major Subdivision for Condominiums

116 North Main Street, Boscaawen, NH 03303 | 603 753-9188x2309 | keasler@boscaawennh.gov

14. Copies of permit applications to state and federal agencies, where applicable. Code Review to be completed by design professional to be submitted, i.e. NH licensed architect, fire engineer, etc. if applicable or to be determined by the Fire Chief; **(Section 4.1.15)**
15. Any requests for waivers as set forth in Section 10.8: Waivers **(Section 4.1.16)**;
16. **The following tabulations shall be shown on the plan: (Section 4.1.17)**
 - a. Lot area in square feet and acres; **(Section 4.1.17.A)**
 - b. Ground floor area of all buildings; **(Section 4.1.17.B)**
 - c. Total floor area, floor area for each building, and floor area for each use by floor; **(Section 4.1.17.C)**
 - d. Existing and required parking spaces. **(Section 4.1.17.D)**
17. The location of all easements on the property, their purpose, and Book and Page Number(s) in the Merrimack County Registry of Deeds where they are recorded; **(Section 4.1.18)**
18. The location of any common area, or limited common area, or land units within a condominium; **(Section 4.1.19)**

Submission Requirements for All Subdivision Plats: (Section 6.4)

1. The plat be prepared on 22" x 34" standard sheets measured from cutting edges at a scale of not less than 1"=100' or at greater detail as directed by the Board. **(Section 6.4.1)**
2. A title block containing the following in the lower right-hand corner: project name, site address, tax map and lot number, date of plan and date of any revisions, sheet number, name of applicant(s) and name of owner(s) (if different from applicant), name, address, e- mail address and telephone number of design firms preparing the plan sheet. **(Section 6.4.3.A)**
3. Date of survey, error of closure, name and legal description of Subdivision, locus maps superimposed on the Town Tax map (at appropriate scale) **(Section 6.4.3.B)**
4. Tract boundary lines, right-of-way lines of streets, street names, easements and other rights-of-way, park areas, or land to be reserved or dedicated to public use. **(Section 6.4.3.C)**
5. Existing Zoning Requirements shall be noted on the plan. **(Section 6.4.3.D)**
6. The shape, size, height, dimensions, location, and use of existing and proposed structures located on the site **(Section 6.4.3.E)**
7. Wetland boundaries shall be delineated by a NH Certified Wetland Scientist who shall sign and seal the plan upon which the wetland boundaries are mapped. **(Section 6.4.3.H)**
8. Plans shall reflect all land within one thousand feet (1000') of any portion of the Subdivision in which the owner/Subdivider has an interest. **(Section 6.4.4)**



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Minor Subdivision for Condominiums

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Required Plan Information for Minor Subdivision (Section 6.5)

- WR 1. Topographical plan **(Section 6.5.2)**
2. Existing natural and man-made features **(Section 6.5.3)**
- WR 3. Soils and steep slopes in excess of 15% and 25%. **(Section 6.5.4)**
4. Location, name, and widths of any existing and proposed roads on the property **(Section 6.5.6)**
5. Identification of existing and proposed access to the site with dimensions shown, sight distance at the access point(s), curb cuts and proposed changes (if any) to existing streets. **(Section 6.5.7)**
6. The size and location of all public service connections—gas, power, telephone, fire alarm, overhead or underground. **(Section 6.5.8)**
7. The location of all existing and proposed storm water management facilities including catch basins, drainage pipes, swales, ditches, culverts, retention/detention facilities, or other drainage facilities existing or to be provided onsite. **(Section 6.5.9)**
8. Location of existing and proposed well(s), with 75-foot well radius, and septic systems on the site **(Section 6.5.10)**
9. The size and location of all existing and proposed water mains, sewers, culverts, proposed connections, or alternative means of providing water supply and disposal of sewage and surface drainage. **(Section 6.5.11)**
10. Description and location of any solar, wind or other types of on-site power generation, fuel, propane storage tanks, or other mechanical or service equipment. **(Section 6.5.13)**
11. Existing and proposed fences, walls, and vegetative buffers. **(Section 6.5.14)**
12. The location of fire lanes, fire access, emergency access as may be required by the Boscawen Fire Department, including descriptions of any existing or proposed sprinkler or other fire suppression systems, or smoke alarm or other warning systems. **(Section 6.5.16)**
13. A letter stating agreement by the public utilities to serve the site. **(Section 6.5.17)**

Legal Documents for all Subdivisions: (Section 6.8)

1. Condominium Documents and Bylaws (*if applicable*); **(Section 6.8.1)**
2. Easements and rights-of-way necessary to serve off-site properties for access, parking, utilities, and drainage purposes; **(Section 6.8.2)**
3. Off-site easements and rights-of-way necessary to serve the proposed development; **(Section 6.8.3)**
4. Deed restrictions as voluntarily agreed to by applicant. **(Section 6.8.4)**



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Special Provisions for Condominium Subdivisions (if applicable): (Section 6.9)

1. In addition to the requirements for a minor subdivision plat, the following additional elements pertain specifically to Condominium subdivisions: **(Section 6.9.1)**
 - a. Site Plan; **(Section 6.9.1.A)**
 - b. Floor Plans; **(Section 6.9.1.B)**
 - c. Common Facilities; **(Section 6.9.1.C)**
 - d. Condominium Declaration and By-Laws. **(Section 6.9.1.D)**
2. A condominium site plan shall be prepared by a NH Registered Land Surveyor. The contents of the site plan shall include the minor subdivision submittal requirements, as well as the contents specified in NH RSA 356-B:20. The bearings and dimensions for all condominium land units shall be provided on the condominium site plan, along with necessary ties to property corners; **(Section 6.9.2)**
3. Floor plans of condominium building units shall be provided at a scale of 1"= 5', 1"= 10' or 1"= 20' showing the location and horizontal and vertical dimensions of each unit and common area. The floor plans shall be prepared, signed, and stamped by a NH Licensed Land Surveyor, a NH Licensed Architect, or a NH Licensed Professional Engineer in a format suitable for filing in the Merrimack County Registry of Deeds. The floor plans shall include a standard Planning Board approval block. The exterior walls of each unit shall be shown and provisions for ingress to and egress from each unit to common areas shall be shown; **(Section 6.9.3)**
4. Common Facilities: All common and limited common areas and their dimensions shall be shown on the final plat and building floor plans. The following information shall be included on the final plat and building plans; **(Section 6.9.4)**
 - a. The location of all common facilities on the site shall be shown on the final plat, including all parking, driveways, landscaped areas, walkways, signs, solid waste facilities, fire hydrants, mailboxes, light poles, above ground utilities, fences, and other pertinent common facilities; **(Section 6.9.4.A)**
 - b. The location, dimension and purpose of each common area, and limited common area; **(Section 6.9.4.B)**
 - c. Acceptable means for water metering, water service, and sewer service including existing and proposed water and sewer service connections. **(Section 6.9.4.C)**
5. Two (2) copies of all condominium documents, including the declaration of condominium and by-laws shall be provided for review and approval; **(Section 6.9.5)**
6. All documents shall be reviewed and approved by the Town's Attorney at the applicant's expense. **(Section 6.9.6)**



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Waiver Requests

Please state the section number listed next to each requirement for each waiver.
If section number is not stated clearly, the application will not be accepted.

- 1. _____
- 2. 6.5.2: Topographical Plan. All existing conditions, no construction. See 2021 Site Plan of site.
- 3. 6.5.4: Soils & steep slopes. All existing, no construction. See 2021 Site Plan. Site is flat.
- 4. _____

It is respectfully requested that the Board grant a waiver from this requirement for these reasons:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I/We have submitted for review:

- a. Completed application (1 copy)
- b. 4 prints 22" x 34" of site drawing to scale
- c. 12 reduced 17" x 22" copies of the plan
- d. I/we have paid all Application Fees
- e. Electronic Files

By signing this application, the owner authorizes the Town of Boscawen or its agent(s) to enter upon the property, as they deem reasonable and necessary during the application process.

All subdivisions will result in the assessment of impact fees at time of approval and require assessment worksheet completion.



TOWN OF BOSCAWEN, NEW HAMPSHIRE

Minor Subdivision for Condominiums

116 North Main Street, Boscawen, NH 03303 | 603 753-9188x2309 | keasler@boscawennh.gov

Upon finding that an application meets the submission requirements, the Planning Board will vote to accept the application as complete and a public hearing on the merits of the proposal will follow immediately. Should a decision not be reached at the public hearing, the application may remain on the Planning Board agenda until such time as it is either approved or denied.

Signature and name fields for applicants: David Caron, Cynthia Caron, Timothy Bernier. Includes date fields (2/27/24) and 'Application Received By' field (Keremdo Earle).

The Planning Board reserves the right to adjourn the public hearing at 10:00 pm. All remaining applications that have not been reviewed will be scheduled for review at the Planning Board's next scheduled public hearing.

FOR TOWN USE ONLY

Distribution List (Distribution to All Unless Boxes are Checked)

- Checklist of distribution entities: Agricultural Commission, Building Inspector, Conservation Commission, Emergency Management, Fire Chief, Life Safety Officer, Police Chief, Public Works Director, School District, Water Precinct, Zoning Board of Adjustment, Central NH Regional Planning Commission, Other (Upton + Hatfield).

BY DIRECTION OF PLANNING BOARD

Planning Board Engineer

I have reviewed the application, checklist, and submittals attached and find that the minor subdivision application is administratively complete according to the requirements of the current Boscawen Land Development Regulations. I hereby submit the application for Planning Board compliance review.

Signature and name of Planning & Community Development Director (Keremdo Earle) and date (3/7/24).



TOWN OF BOSCAWEN
PROJECT RECEIPT

Project Owner: CARON, CYNTHIA & DAVID

Project Type: PLANNING BOARD

Location: 2 VILLA BRASI LANE

PID: 000083 000009 000000

Rcpt #	Rcpt	Item	Description	Number	Amount	Paid	Due
2024.2564	02/29/24	02/29/24	APPLICATION FEES PAID: 02/29/24 Received By: Kara Paid By: C & D HOLDING COMPANY, LLC -- CHECK 222	2024000060	\$ 660.00	\$ 660.00	\$ 0.00
2024.2565	02/29/24	02/29/24	ESCROW PAID: 02/29/24 Received By: Kara Paid By: C & D HOLDING COMPANY, LLC -- CHECK 224 PHONE/NOTE: CNHRPC ESCROW	2024000061	\$ 500.00	\$ 500.00	\$ 0.00
2024.2566	02/29/24	02/29/24	ESCROW PAID: 02/29/24 Received By: Kara Paid By: C & D HOLDING COMPANY, LLC -- CHECK 224 PHONE/NOTE: LEGAL - ESCROW	2024000062	\$ 500.00	\$ 500.00	\$ 0.00
					\$ 1,660.00	\$ 1,660.00	\$ 0.00

Signature: _____

Kara Galligan

Date: _____

2/29/24



Town of Boscawen

116 North Main Street, Boscawen, NH 03303 | Telephone: 603.753.9188

Planning Board Application Fees

Type of Fee	Fee	Total
Subdivision Application (3402.04)	\$250.00 x Total # of lots <u>1</u> =	<u>250.00</u>
Recording Plat Fees: (Recording and Surcharge) (3402.05)	\$50.00	<u>50.00</u>
Gravel Permit Application (3402.04)	\$250.00	<u> </u>
Recording Plat Fees: (Recording And Surcharge) (3402.05)	\$50.00	<u> </u>
Lot Line Adjustment (3402.04)	\$100.00	<u> </u>
Lot Merger (3402.04)	\$100.00	<u> </u>
Recording Plat Fees: (Recording And Surcharge) (3402.05)	\$50.00	<u> </u>
Site Plan Application (3402.04)	\$125.00	<u> </u>
Code Enforcement Review (3401.02)	\$60.00	<u>60.00</u>
Administration Fee (3401.03)	\$15.00	<u>15.00</u>
Conditional Use Application (3402.04)	\$125.00	<u> </u>
Printing Fees (See attached sheet) (3402.01)		<u>37.50</u>
Public Notice in the Newspaper (3402.03)	\$180.00	<u>180.00</u>
Certified Mailers (3402.02)	\$7.50 x # of abutters <u>9</u> =	<u>67.50</u>

Escrow, per Boards request (separate check) See Attached Sheets

LCHIP Fee: Payable to Merrimack County Registry of Deeds \$25.00 25.00 (Due with final plat)

Fee Amount Due: 660.00

*Make **both checks** payable to Town of Boscawen*

**Please note: Escrow is used to pay for professional reviews of applications (RSA 676:4 I (g)) Any remaining funds will be returned to the applicant upon completion of the review process.

Revised 5/2/23

The Town of Boscawen prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital, or family status. Boscawen is an equal opportunity employer.



Town of Boscawen New Hampshire Escrow Fees

All deposits made within Planning and Zoning Escrow account

Owner: _____ Cynthia & David Caron
Contractor: _____
Other: _____
Map/Lot/Sublot: _____ Map 83 Lot 9
Date: _____

CNHRPC Review Escrow..... **\$500.00**
 New Escrow Supplemental Deposit

Subdivision Escrow

- First Lot **\$1,000.00**
- Each Additional Lot **\$100.00**

X # of Additional Lots: _____
Total: \$ _____

~~**Town Engineer Review**~~ **Legal** **\$ 500.00**
ESR #: _____
 New Escrow Supplemental Deposit
ATTACH UNDERWOOD BACKUP WITH RECEIPT

Bonds

Timber Bond: _____ \$ _____ Attach PA7
Reclamation Bond: _____ \$ _____ Attach Receipt
Road Bond: _____ \$ _____ Attach PWD Backup



Town of Boscawen

116 North Main Street, Boscawen, NH 03303 | Telephone: 603.753.9188

Fees for Reprographic Services

Size/Type	#	Printing	Scanning	Ordinance	Application Printing Fees/Pkg	Total
8.5x11		\$0.15	\$0.50			
8.5x14		\$0.15	\$0.50			
11x17		\$1.00	\$0.50			
17x22		\$2.00	\$1.00			
22x34		\$4.00	\$1.00			
36x48		\$8.00	\$1.00			
Zoning						
Subdivision					37.50	\$37.50
Site Plan Review					25.00	
Conditional Use					25.00	
Special Ex & Variance					37.50	
Total Printing Fees:						\$37.50

Payable by Cash or Check only

The Town of Boscawen prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status. Boscawen is an equal opportunity employer.

Kara Gallagher
 Town of Boscawen
 116 North Main St 4th floor
 Boscawen NH 03303

PS Form 3877

Type of Mailing: CERTIFIED MAIL
 03/07/2024

Firm Mailing Book ID: 261704

Line	USPS Article Number	Name, Street, City, State, Zip	Postage	Service Fee	RR Fee	Rest.Del.Fee	Reference Contents
1	9314 8699 0430 0118 2648 24	TIMOTHY F. BERNIER, LLS, CWS T. F. BERNIER, INC. PO BOX 3464 CONCORD NH 03302-3464	\$0.64	\$4.40	\$2.32	\$0.00	
2	9314 8699 0430 0118 2648 86	ALAN ANDRIAN 120 MOUNTAIN ROAD CONCORD NH 03301	\$0.64	\$4.40	\$2.32	\$0.00	
3	9314 8699 0430 0118 2649 16	LAWRENCE & SUSAN YOUNG 146 NORTH MAIN STREET BOSCAWEN NH 03303	\$0.64	\$4.40	\$2.32	\$0.00	
4	9314 8699 0430 0118 2649 47	THE HILLSBOROUGH GROUP C/O EASTPOINT PROERTIES 5A EAST POINT DRIVE BEDFORD NH 03110	\$0.64	\$4.40	\$2.32	\$0.00	
5	9314 8699 0430 0118 2649 85	ALAN ANDRIAN 133 NORTH MAIN STREET BOSCAWEN NH 03303	\$0.64	\$4.40	\$2.32	\$0.00	
6	9314 8699 0430 0118 2650 36	GEORGE D. SPEARS JR GEORGE D. SPEARS SR 131 NORTH MAIN STREET BOSCAWEN NH 03303	\$0.64	\$4.40	\$2.32	\$0.00	
7	9314 8699 0430 0118 2650 98	DONALD C. FANNIE REVOCABLE TRUST DONALD C. FANNIE, TRUSTEE 83 SEWALLS FALLS ROAD CONCORD NH 03301	\$0.64	\$4.40	\$2.32	\$0.00	
8	9314 8699 0430 0118 2652 41	DAVID J. & JENNIFER L. PARROTTO 149 NORTH MAIN STREET BOSCAWEN NH 03303	\$0.64	\$4.40	\$2.32	\$0.00	
9	9314 8699 0430 0118 2653 19	CYNTHIA & DAVID CARON 21 VILLAGE STREET PENACOOK NH 03303	\$0.64	\$4.40	\$2.32	\$0.00	
Totals:			\$5.76	\$39.60	\$20.88	\$0.00	
Grand Total:						\$66.24	

List Number of Pieces Listed by Sender Total Number of Pieces Received at Post Office Postmaster: Name of receiving employee Dated:

9

ABUTTERS LIST
Condominium Declaration Cynthia & David Caron
Villa Brasi Condominium
 Villa Brasi Lane
 Tax Map 83 Lot 9

<u>MAP</u>	<u>LOT</u>	<u>OWNER</u>
83	9	Cynthia & David Caron 21 Village Street Penacook, NH 03303
83	8	David J. & Jennifer L. Parrotto 149 North Main Street Boscawen, NH 03303
83	8-1	Donald C. Fannie Revocable Trust Donald C. Fannie, Trustee 83 Sewalls Falls Road Concord, NH 03301
83	11	George D. Spears Jr. & George D. Spears Sr. 131 North Main Street Boscawen, NH 03303
83	10	Alan Andrian 133 North Main Street Boscawen, NH 03303
83	10-A	The Hillsborough Group c/o Eastpoint Properties 5A east Point Drive Bedford, NH 03110
183D	19	Lawrence & Susan Young 146 North Main Street Boscawen, NH 03303
183D	46	Alan Andrian 120 Mountain Road Concord, NH 03301

Applicant / Professionals:

Timothy F. Bernier, LLS, CWS
 T. F. Bernier, Inc.
 PO Box 3464
 Concord, NH 03302-3464

BOSCAWEN -- Selected Owners Listed by Parcel ID 02/27/2024

Map Lot Sub	Owner	Owner -- Secondary	Address	Address -- Secondary	Town/City	State	Zip Code +4
000083 000008 000000	PARROTTO, DAVID J	PARROTTO, JENNIFER L	149 NORTH MAIN STREET		BOSCAWEN	NH	03303
000083 000008 000001	FANNIE, DONALD C REVOCABLE	FANNIE, DONALD C TRUSTEE	83 SEWALLS FALLS ROAD		CONCORD	NH	03301
000083 000009 000000	CARON, CYNTHIA & DAVID		21 VILLAGE STREET		PENACOOK	NH	03303
000083 000010 000000	ANDRIAN, ALAN		133 NORTH MAIN STREET		BOSCAWEN	NH	03303
000083 000010 00000A	HILLSBOROUGH GROUP	C/O EASTPOINT PROPERTIES	99 PINE HILL ROAD	SUITE 600	NASHUA	NH	03063 2133
000083 000011 000000	SPEARS JR, GEORGE D	SPEARS SR, GEORGE D	131 NORTH MAIN STREET		BOSCAWEN	NH	03303
00183D 000019 000000	YOUNG, SUSAN		146 NORTH MAIN STREET		BOSCAWEN	NH	03303
00183D 000046 000000	ANDRIAN, ALAN		120 MOUNTAIN ROAD		CONCORD	NH	03301

TIMOTHY F. BERNIER, LLS, CWS
 T.F. Bernier, Inc.
 P.O. BOX 34604
 Concord, NH 03303-3404

OWNER INFORMATION		SALES HISTORY				PICTURE	
CARON, CYNTHIA & DAVID		Date	Book	Page	Type	Price	Grantor
21 VILLAGE STREET		10/05/2018	3610	1795	U121	215,000	PEPPER ENTERPRISES
PENACOOK, NH 03303		01/13/2017	3544	700	U133	320,000	CARTER JR, ROGER C
		06/11/2003	2516	19	U199	335,000	KESAVAN, PATTU D

LISTING HISTORY		NOTES	
03/30/23	KCPL	SEWER; INCLUDED IN SALE M83- LOTS 9-2, 9-4, 9-6, 9-8, 9-9, 9-11; VILLA BRASI LANE; 08.24.21 VARIANCE GRANTED FOR PUD-SINGLE OWNERSHIP;	
01/17/23	TBPL	BRASI LANE; 08.24.21 VARIANCE GRANTED FOR PUD-SINGLE OWNERSHIP;	
01/26/22	KCPL	10.05.21 APPROVED MINOR SITE FOR PUD;; CK FOR LAND COND; 1/23;	
03/10/21	KCPL	UNITS A&B; EACH DUPLEX=2 BR/1 BTH; ATU=UTILITIES-NO ACC @ THIS TIME; 3/23; UC=HAS ROUGH ELEC/PLUMB. OPEN STUD, SIDING;	
02/05/20	KCPL		
01/15/19	KCVL		
03/17/17	KCPR		
07/15/16	KCVM		

EXTRA FEATURES VALUATION																																									
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes	MUNICIPAL SOFTWARE BY AVITAR																																	
BOSCOWEN ASSESSING OFFICE																																									
<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="4">PARCEL TOTAL TAXABLE VALUE</th> </tr> <tr> <th>Year</th> <th>Building</th> <th>Features</th> <th>Land</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$ 0</td> <td>\$ 18,000</td> <td>\$ 87,500</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 105,500</td> </tr> <tr> <td>2022</td> <td>\$ 0</td> <td>\$ 0</td> <td>\$ 104,700</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 104,700</td> </tr> <tr> <td>2023</td> <td>\$ 144,800</td> <td>\$ 0</td> <td>\$ 287,700 (c)</td> </tr> <tr> <td colspan="3"></td> <td>Parcel Total: \$ 866,900</td> </tr> </tbody> </table>										PARCEL TOTAL TAXABLE VALUE				Year	Building	Features	Land	2021	\$ 0	\$ 18,000	\$ 87,500				Parcel Total: \$ 105,500	2022	\$ 0	\$ 0	\$ 104,700				Parcel Total: \$ 104,700	2023	\$ 144,800	\$ 0	\$ 287,700 (c)				Parcel Total: \$ 866,900
PARCEL TOTAL TAXABLE VALUE																																									
Year	Building	Features	Land																																						
2021	\$ 0	\$ 18,000	\$ 87,500																																						
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2023	\$ 144,800	\$ 0	\$ 287,700 (c)																																						
			Parcel Total: \$ 866,900																																						
(Card Total: \$ 432,500)																																									

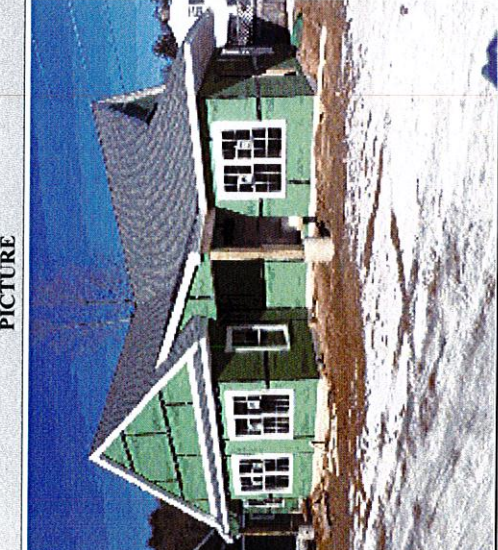
LAND VALUATION														
Zone	CMW&S	Minimum Acreage	0.46	Minimum Frontage	100	LAST REVALUATION: 2023								
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES	0.460 ac	150,000	E	100	100	100	95	100 -- LEVEL	200	285,000	0	N	285,000	USE
IF RES	0.380 ac	x 3,500	X	100				100 -- LEVEL	200	2,700	0	N	2,700	
	0.840 ac									287,700			287,700	
Site: AVERAGE Driveway: GRAVEL/DIRT Road: PAVED (Card Total: \$ 432,500)														

BUILDING DETAILS	
Model:	1.5 STORY FRAME DUPLEX
Roof:	GABLE OR HIP/ASPHALT
Ext:	VINYL SIDING/ABOVE.AVG
Int:	DRYWALL
Floor:	LAMINATE/VINYL
Heat:	GAS/FA DUCTED
Bedrooms:	4 Baths: 2.0 Fixtures: 6
	Extra Kitchens: 1 Fireplaces:
A/C:	Yes 100.00 % Generators:
Quality:	AI AVG+10
Com. Wall:	
Size Adj:	1.0104 Base Rate: RMF 146.00
	Bldg. Rate: 1.1553
	Sq. Foot Cost: \$ 168.68

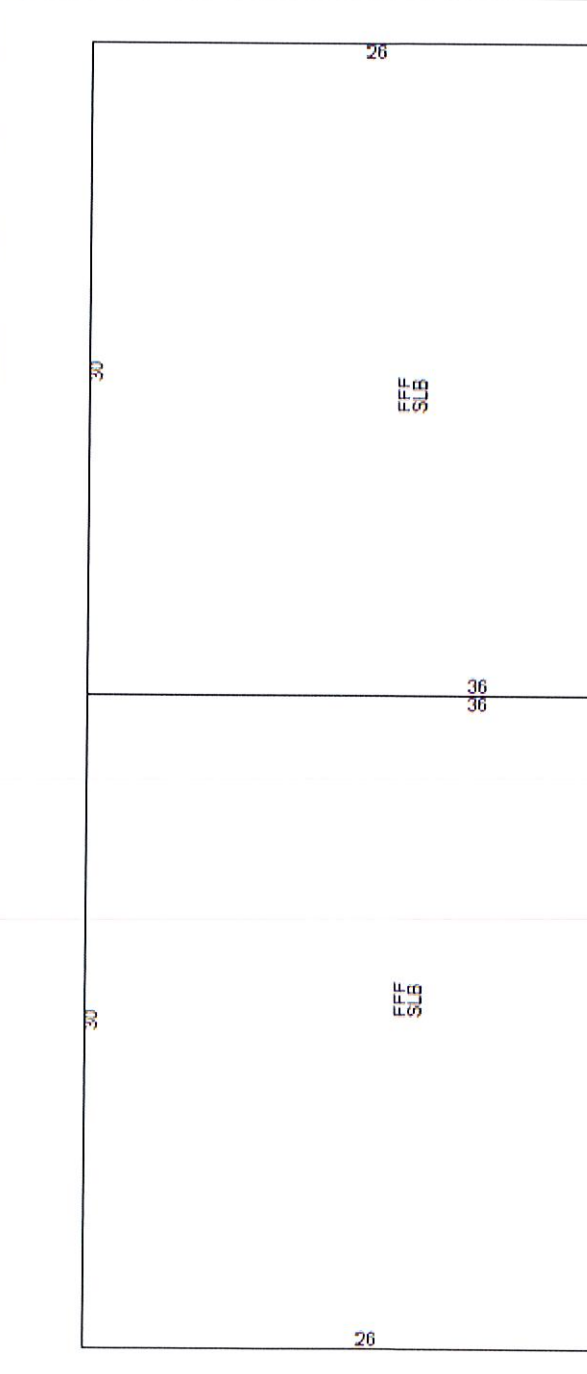
TAXABLE DISTRICTS	
District	Water Dist
Percentage	% 100

PERMITS		
Date	Permit ID	Permit Type
01/18/22	2022000005	TWO FAMILY
01/18/22	2022000008	TWO FAMILY
01/18/22	2022000010	TWO FAMILY
07/06/21	2021000133	TWO FAMILY
10/10/18	2018000220	DEMOLITION
03/29/17	2017000035	MECHANICAL
11/02/16	2016000218	DEMOLITION

Notes: DEMO ALL UNITS KESAVAN P



BUILDING SUB-AREA DETAILS			
ID	Description	Area	Adj. Effect.
FFF	FST FLR FIN	1740	1.00 1740
SLB	SLAB	1740	0.00 0
OPF	OPEN PORCH	192	0.25 48
GLA:	1,740	3,672	1,788



2023 BASE YEAR BUILDING VALUATION	
Market Cost New:	\$ 301,600
Year Built:	2022
Condition For Age:	AVERAGE 2 %
Physical:	
Functional:	
Economic:	
Temporary:	UC 50 %
Total Depreciation:	52 %
Building Value:	\$ 144,800

OWNER INFORMATION		SALES HISTORY		PICTURE	
Date	Book	Page	Type	Price	Grantor
CARON, CYNTHIA & DAVID					
21 VILLAGE STREET					
PENACOOK, NH 03303					

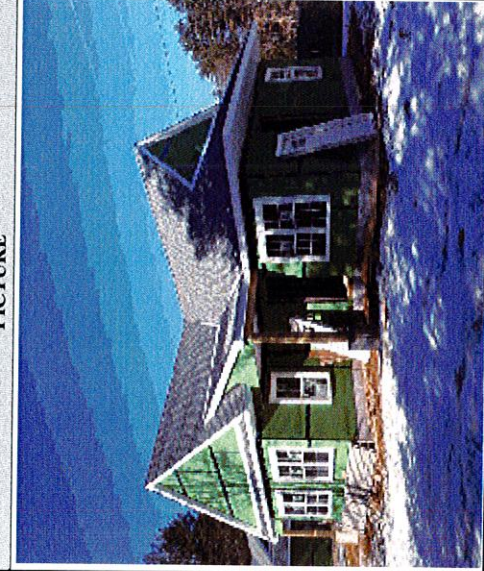
LISTING HISTORY		NOTES	
03/30/23	KCPL	SEWER: INCLUDED IN SALE M83- LOTS 9-2, 9-4, 9-6, 9-8, 9-9, 9-11; VILLA BRASI LANE; 08.24.21 VARIANCE GRANTED FOR PUD-SINGLE OWNERSHIP;	
01/17/23	TBPL	10.05.21 APPROVED MINOR SITE FOR PUD: 1/23; DUPLEX EACH UNIT=2 BR/1 BTH; ATU=UTILITIES, NO ACC @ THIS TIME; 3/23: UC=HAS ROUGH ELEC/PLUMB, OPEN STUD, NO SIDING; UNITS 4 A&B;	

EXTRA FEATURES VALUATION							
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
MUNICIPAL SOFTWARE BY AVITAR							
BOSCOWEN ASSESSING OFFICE							

PARCEL TOTAL TAXABLE VALUE			
Year	Building	Features	Land
2023	\$ 144,800	\$ 0	\$ 0(c)
		Parcel Total: \$ 866,900	

LAND VALUATION			
Zone:	Minimum Acreage:	Minimum Frontage:	(Card Total: \$ 144,800)
Land Type	IF RES	Neighborhood:	LAST REVALUATION: 2023
			Site: _____
			Driveway: _____
			Road: _____
			Cond Ad Valorem SPI R Tax Value Notes

			0 ac



OWNER
CARON, CYNTHIA & DAVID
 21 VILLAGE STREET
 PENACOOK, NH 03303

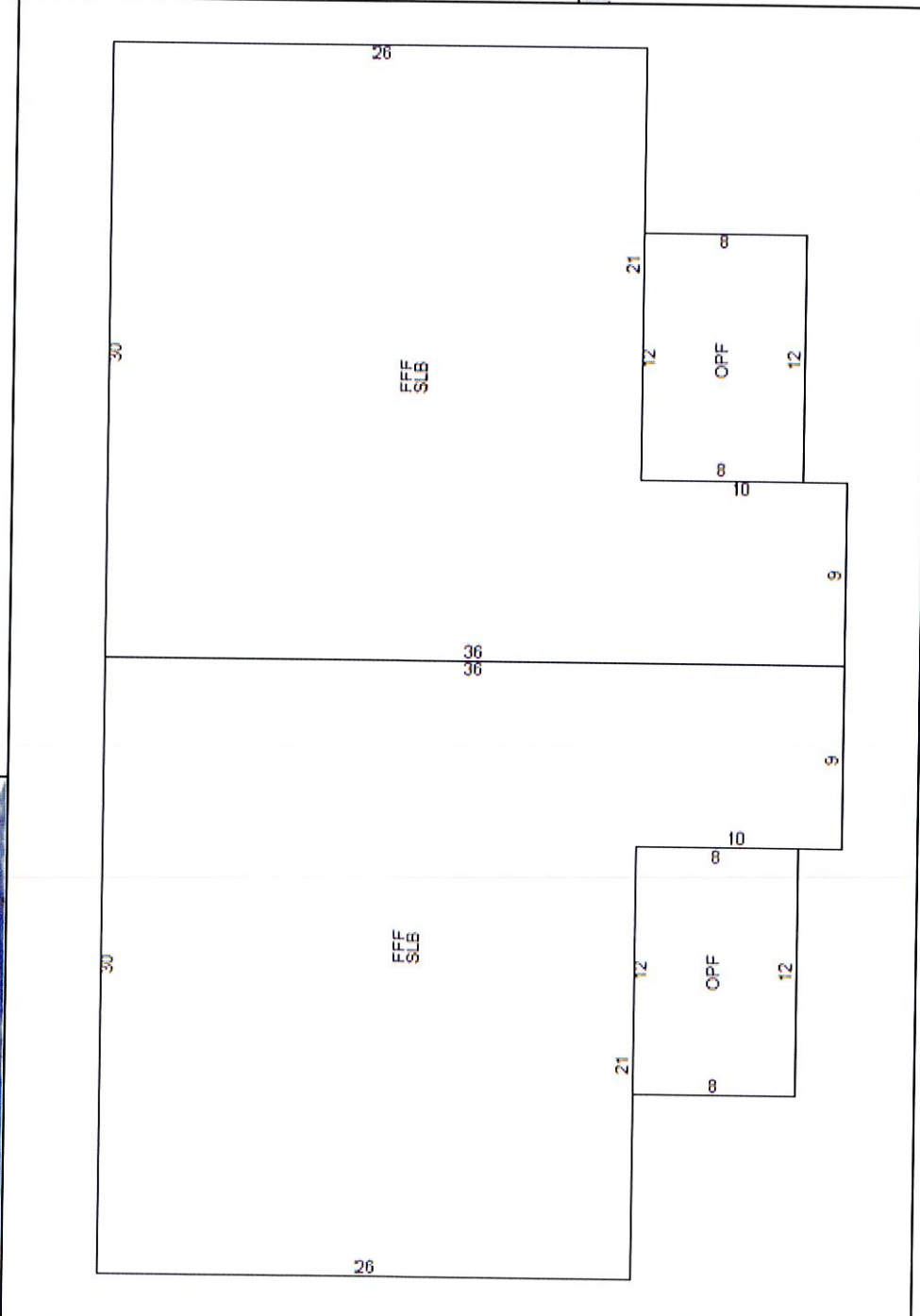
TAXABLE DISTRICTS	
District	Percentage
Water Dist	% 100

PERMITS		
Date	Permit ID	Permit Type

BUILDING DETAILS
 Model: 1.5 STORY FRAME DUPLEX
 Roof: GABLE OR HIP/ASPHALT
 Ext: VINYL SIDING/ABOVE AVG
 Int: DRYWALL
 Floor: LAMINATE/VINYL
 Heat: GAS/FA DUCTED
 Bedrooms: 4 Baths: 2.0 Fixtures: 6
 Extra Kitchens: 1 Fireplaces:
 A/C: Yes 100.00 % Generators:
 Quality: AI AVG+10
 Com. Wall:
 Size Adj: 1.0104 Base Rate: RMF 146.00
 Bldg. Rate: 1.1553
 Sq. Foot Cost: \$ 168.68

BUILDING SUB-AREA DETAILS			
ID	Description	Area	Adj. Effect.
FFF	FST FLR FIN	1740	1.00 1740
SLB	SLAB	1740	0.00 0
OPF	OPEN PORCH	192	0.25 48
GLA:	1,740	3,672	1,788

2023 BASE YEAR BUILDING VALUATION	
Market Cost New:	\$ 301,600
Year Built:	2022
Condition For Age:	AVERAGE
Physical:	2 %
Functional:	
Economic:	
Temporary:	UC
Total Depreciation:	50 %
Building Value:	\$ 144,800



OWNER INFORMATION		SALES HISTORY		PICTURE
Date	Book	Page	Type	Price Grantor
CARON, CYNTHIA & DAVID				
21 VILLAGE STREET				
PENACOOK, NH 03303				

LISTING HISTORY		NOTES	
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EXTRA FEATURES VALUATION							
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
MUNICIPAL SOFTWARE BY AVITAR							
BOSCAWEN ASSESSING OFFICE							
PARCEL TOTAL TAXABLE VALUE							
Year		Building		Features		Land	
2023		\$ 144,800		\$ 0		\$ 0(c)	
						Parcel Total:	\$ 866,900

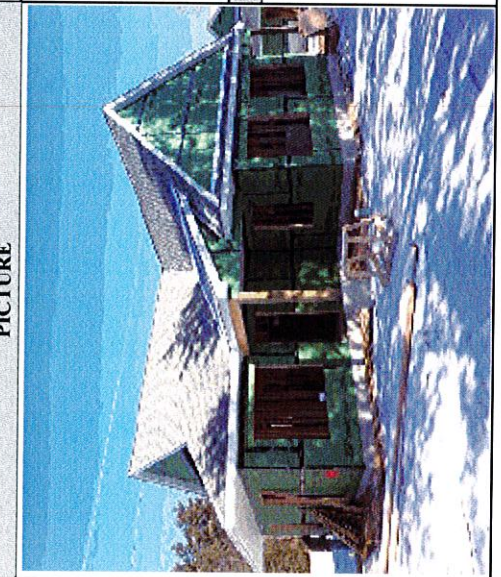
LAND VALUATION			
Zone:	Minimum Acreage:	Minimum Frontage:	Neighborhood:
Land Type	IF RES		
			0 ac

(Card Total: \$ 144,800)
 LAST REVALUATION: 2023
 Driveway: Road:
 Tax Value Notes

BUILDING DETAILS
 Model: 1.5 STORY FRAME DUPLEX
 Roof: GABLE OR HIP/ASPHALT
 Ext: VINYL SIDING/ABOVE AVG
 Int: DRYWALL
 Floor: LAMINATE/VINYL
 Heat: GAS/FA DUCTED
 Bedrooms: 4 Baths: 2.0 Fixtures: 6
 Extra Kitchens: 1 Fireplaces:
 A/C: Yes 100.00 % Generators:
 Quality: A1 AVG+10
 Com. Wall:
 Size Adj: 1.0104 Base Rate: RMF 146.00
 Bldg. Rate: 1.1553
 Sq. Foot Cost: \$ 168.68

TAXABLE DISTRICTS
 District Water Dist Percentage
 % 100

OWNER
 CARON, CYNTHIA & DAVID
 21 VILLAGE STREET
 PENACOOK, NH 03303



PERMITS

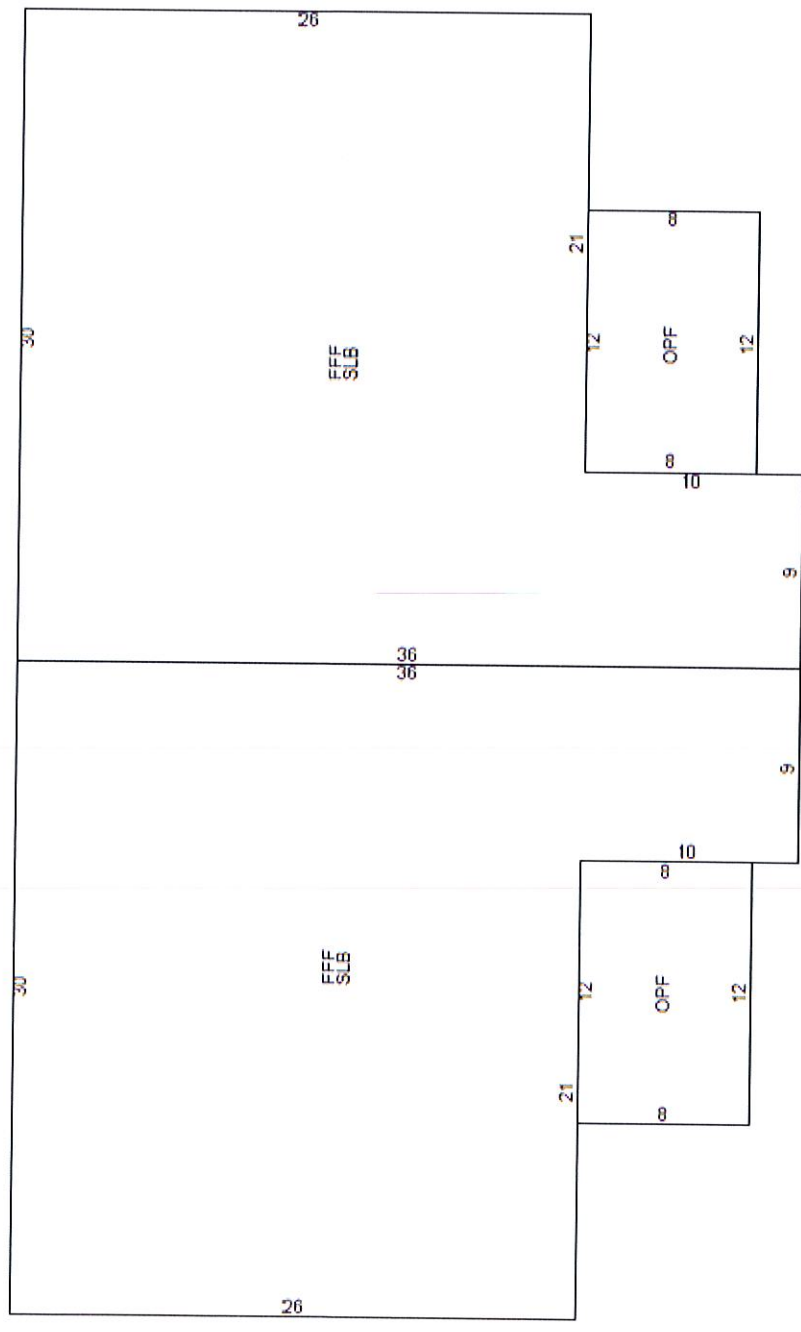
Date	Permit ID	Permit Type	Notes

BUILDING SUB-AREA DETAILS

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	1740	1.00	1740
SLB	SLAB	1740	0.00	0
OPF	OPEN PORCH	192	0.25	48
GLA:	1,740	3,672		1,788

2023 BASE YEAR BUILDING VALUATION

Market Cost New:	\$ 301,600
Year Built:	2022
Condition For Age:	AVERAGE 2 %
Physical:	
Functional:	
Economic:	
Temporary:	UC 50 %
Total Depreciation:	52 %
Building Value:	\$ 144,800



OWNER INFORMATION		SALES HISTORY		PICTURE
Date	Book	Page	Type	Price Grantor
CARON, CYNTHIA & DAVID				
21 VILLAGE STREET				
PENACOOK, NH 03303				

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EXTRA FEATURES VALUATION							
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
MUNICIPAL SOFTWARE BY AVITAR							
BOSCAWEN ASSESSING OFFICE							
PARCEL TOTAL TAXABLE VALUE							
Year		Building		Features		Land	
2023		\$ 144,800		\$ 0		\$ 0(c)	
						Parcel Total: \$ 866,900	
(Card Total: \$ 144,800)							

LAND VALUATION				LAST REVALUATION; 2023			
Zone	Minimum Acreage	Minimum Frontage	Neighborhood	Site	Driveway	Road	Notes
Land Type	IF RES			Cond	Ad Valorem	SPI	R Tax Value
			0 ac				

Map: 000083

Lot: 000009

Sub: 000000

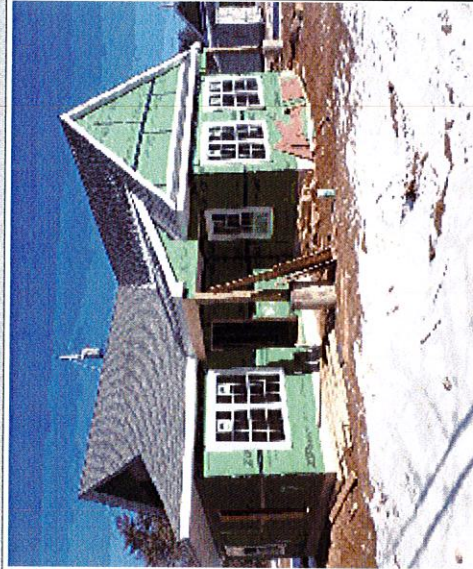
Card: 4 of 4

8 VILLA BRASI LANE

BOSCAWEN

Printed: 08/01/2023

PICTURE



OWNER

CARON, CYNTHIA & DAVID
21 VILLAGE STREET
PENACOOK, NH 03303

TAXABLE DISTRICTS

District Water Dist Percentage
% 100

BUILDING DETAILS

Model: 1.5 STORY FRAME DUPLEX
Roof: GABLE OR HIP/ASPHALT
Ext: VINYL SIDING/ABOVE AVG
Int: DRYWALL
Floor: LAMINATE/VINYL
Heat: GAS/FA DUCTED
Bedrooms: 4 Baths: 2.0 Fixtures: 6
Extra Kitchens: 1 Fireplaces:
A/C: Yes 100.00 % Generators:
Quality: AI AVG+10
Com. Wall:

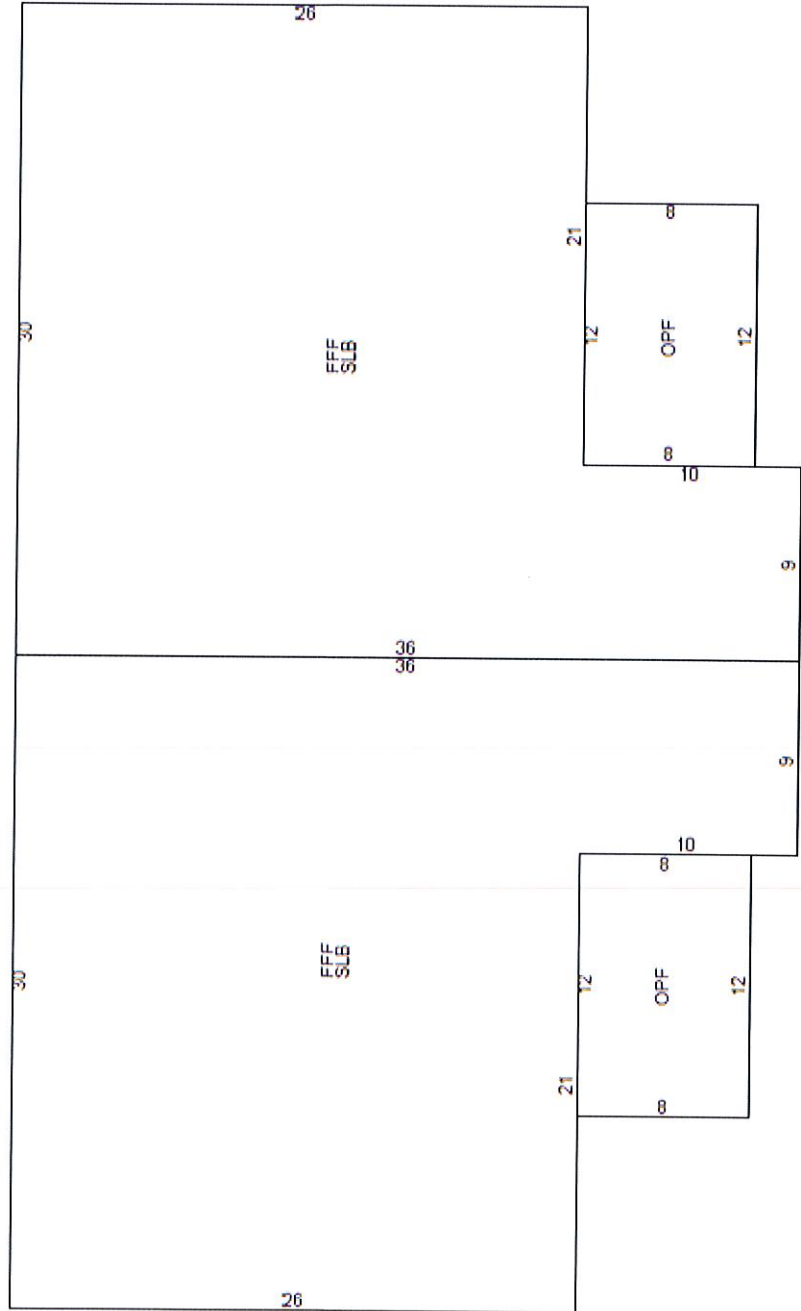
Base Rate: RMF 146.00
Bldg. Rate: 1.1553
Sq. Foot Cost: \$ 168.68

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	1740	1.00	1740
SLB	SLAB	1740	0.00	0
OPF	OPEN PORCH	192	0.25	48
GLA:	1,740	3,672		1,788

2023 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 301,600
 Year Built: 2022
 Condition For Age: AVERAGE 2 %
 Physical:
 Functional:
 Economic:
 Temporary: UC 50 %
 Total Depreciation: 52 %
 Building Value: \$ 144,800



MERRIMACK COUNTY RECORDS *Kathi L. Guay* CPO, Register

Please return to:
Tarbell & Brodich, P.A.
45 Centre Street
Concord, NH 03301

18.50
00.
25-

3225-

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **PEPPER ENTERPRISES, LLC**, a New Hampshire limited liability company, with a mailing address of 45 Lafayette Road, Hampton, New Hampshire 03842, for consideration paid, grants to **CYNTHIA CARON and DAVID CARON**, a married couple, of 74 Broad Cove Drive, Concord, New Hampshire 03303, as joint tenants with rights of survivorship, with **WARRANTY** covenants, in the following:

A certain tract of land with the buildings thereon, if any, situated at 147 North Main Street in the Town of Boscawen, County of Merrimack and State of New Hampshire, known as "The Nook Trailer Park", more particularly bonded and described as follows:

Beginning at a point on the westerly side of North Main Street, so-called; thence running westerly 462 feet, more or less, to a point; thence turning and running northerly 80 feet, more or less, to a point at land of Jurta; thence turning and running easterly along land of Jurta to a point on the westerly side of said North Main Street; thence turning and running southerly along said North Main Street 80 feet, more or less, to the point of beginning.

Subject to any easements and rights-of-way as may exist in favor of New England Telephone & Telegraph Company and Concord Natural Gas Company, pursuant to deeds recorded in the Merrimack County Registry of Deeds in Book 334, Page 131, and Book 994, page 317, respectively.

Also conveying the manufactured housing located in the Town of Boscawen, County of Merrimack and State of New Hampshire, described as follows:

2 Kesavan Drive - Old mobile home with addition and new truss roofing - no make,

model or serial number found on unit.

4 Kesavan Drive - 1966 New Moon Goodnight Mobile Home, 12 x 60, Serial Number 418277.

6 Kesavan Drive - 12 x 70 Mobile Home, Serial Number 9168774 - no make or model found on unit.

8 Kesavan Drive - 1975 New Moon Mobile Home, 12 x 60, Serial Number 322156.

9 Kesavan Drive - 1973 Homette Mobile Home, 12 x 60, Serial Number 0310-2315G.

1 Kesavan Drive - 1973 Schult Mobile Home, 12 x 60, Serial Number E-106348, being the same unit as conveyed to Pattu D. Kesavan by deed of New Dartmouth Bank dated March 5, 1993 and recorded with the Merrimack County Registry of Deeds in Book 1912, page 638.

MEANING and INTENDING to describe and convey all and the same premises as conveyed to Pepper Enterprises, LLC by deed of Roger C. Carter, Jr., dated January 10, 2017, and recorded at the Merrimack Registry of Deeds at Book 3544, Page 700.

THIS IS NOT A HOMESTEAD PROPERTY OF THE GRANTOR.

Executed this 4 day of October, 2018.

PEPPER ENTERPRISES, LLC

Mary A. Hakken-Phillips
Witness

Thomas Lyons
By: Thomas Lyons, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

The foregoing instrument was acknowledged before me this October 15th, 2018 by Thomas Lyons, Manager of Pepper Enterprises, LLC, on behalf of said limited liability company.



Mary A. Hakken-Phillips
Notary Public/Justice of the Peace
My Commission Expires: MAR. 7, 2023

**LANDOWNER'S CONSENT TO CONVEYANCE
OF MANUFACTURED HOUSING**

PEPPER ENTERPRISES, LLC, owner of the tract or parcel of land upon which the aforesaid manufactured housing is situated, hereby joins in this deed for the sole purpose of consenting to the conveyance of the manufactured housing units on October 4, 2018, and described herein.

Executed this 4 day of October, 2018.

PEPPER ENTERPRISES, LLC

By: *Thomas Lyons*
Thomas Lyons, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

The foregoing instrument was acknowledged before me this October 1st, 2018 by Thomas Lyons, Manager of Pepper Enterprises, LLC, on behalf of said limited liability company.

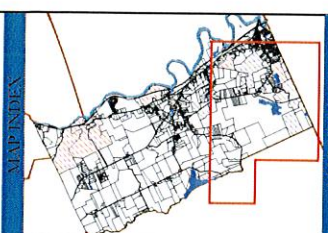
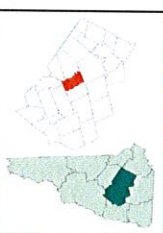


Mary A. Hakken-Phillips
Notary Public/Justice of the Peace
My Commission Expires: MAR. 7, 2023



Town of **BOSCAWEN**
Merrimack County
New Hampshire

- LEGEND**
- Lot/Sub Area Numbered 12-1
 - Survey Calculated 200 ACES
 - Dimensions (Feet) 1500F
 - Private & ROW Access
 - River
 - Wetland
 - Lake or Pond
 - Transient Easement
 - Conservation Easement
 - Town Owned Land
 - Structure
 - Mill Redevelopment District
 - Agricultural - Residential
 - Residential Low Density
 - Residential Medium Density
 - Commercial
 - Industrial
 - Village District



MAP NUMBER
83



MAP NOTES

SCALE

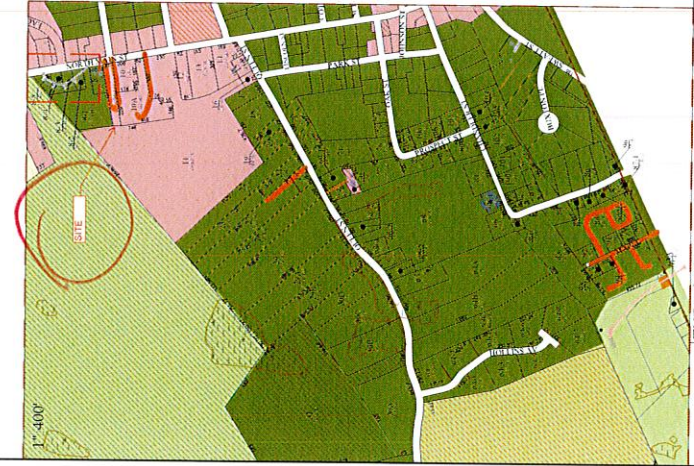
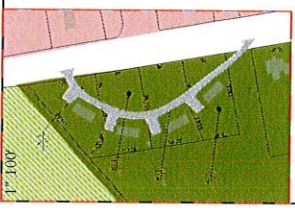
1" = 800'

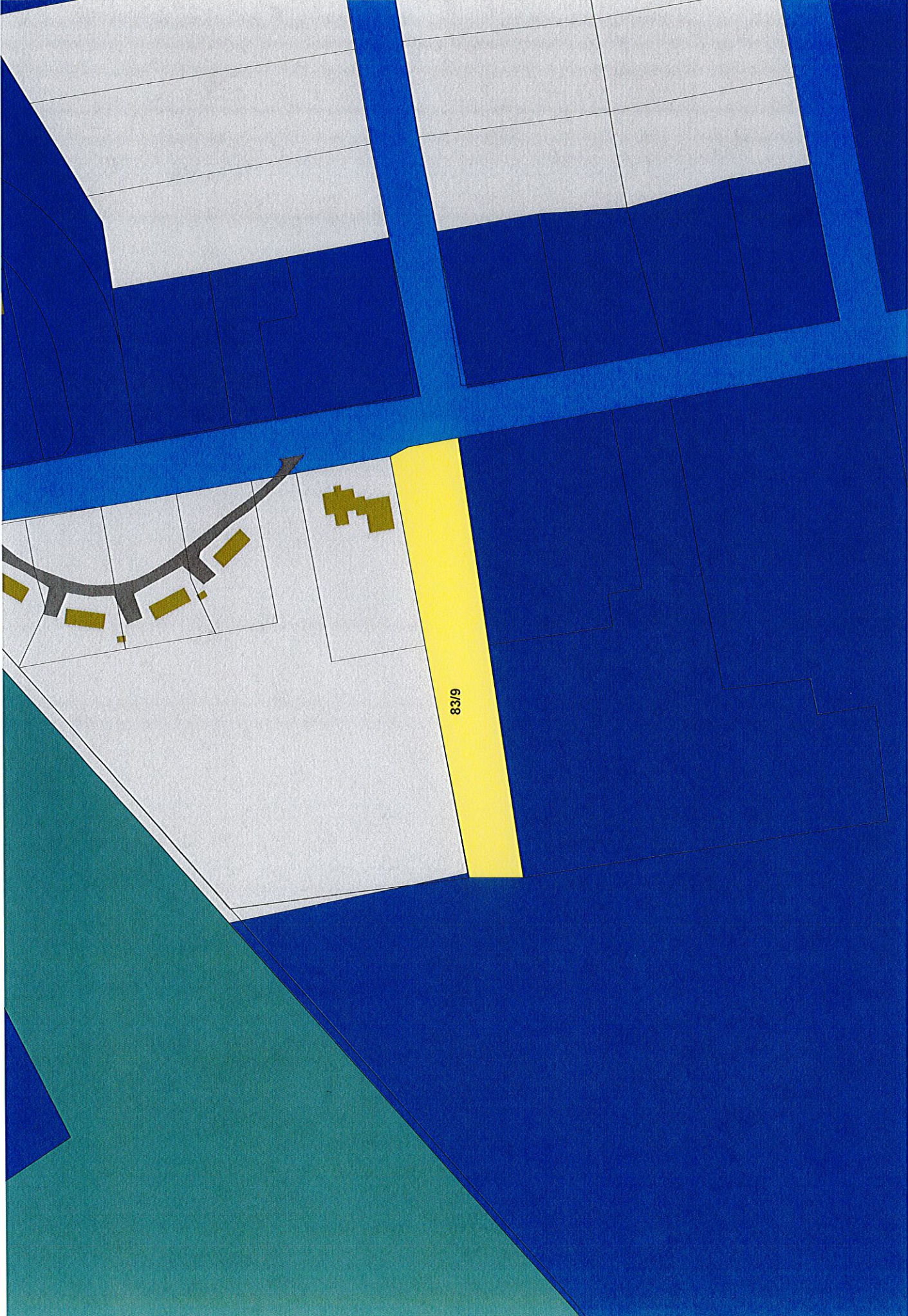
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FEET 300 0 800 1600 2400 3200 4000 5600 7200

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83
FOR ASSESSMENT PURPOSES
E NOT TO BE USED FOR CONVEYANCES

REVISED APRIL 1, 2023





83/9





VILLA BRASI CONDOMINIUM

BYLAWS

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of Villa Brasi Condominium and are made a part thereof, and all present and future holders of any interest in the Condominium shall be members of Villa Brasi Condominium Association which is a "Condominium Management Association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, Section I(c) hereof) to the benefit of any Unit Owner.

2. DEFINITIONS. Capitalized terms not otherwise defined or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. BYLAWS APPLICABILITY. The provision of these Bylaws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereto. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other Person who shall use the facilities of the condominium shall be subject to these Bylaws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease of the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and will comply with them.

4. OFFICE. The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other places as may be designated from time to time by the Board of Directors.

ARTICLE II

UNIT OWNER'S ASSOCIATION

1. COMPOSITION. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners' Association", which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for the Common Expenses, arranging for the management of the Condominium and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. VOTING. Each Unit shall be entitled to one (1) vote in the Association, except for any Units owned by the Unit Owners' Association which shall not be entitled to any vote. Since a Unit Owner may be more than one (1) person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit. But if more than one (1) of such persons is present, the vote pertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the purposes of this section to include, without limitation, any one (1) natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of the Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one (1) or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such Unit is entitled.

3. PLACE OF MEETING. Meeting of the Unit Owners' Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. ANNUAL MEETING. The first annual meeting of the Unit Owners Association shall be held on a date to be determined by the Declaration, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Board of Directors. Thereafter, the annual meeting of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to such date, as may be designated by the Board of Directors and reflected in the said notice. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The foregoing notwithstanding until two (2) years after the recordation of the Declaration or until Units representing three-fourths (3/4ths) of the Undivided Interest

appertaining to submitted Units has been legally conveyed by the Declarant, whichever first occurs, the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Clerk of Owners having not less than thirty (30%) percent of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. NOTICE OF MEETING. It shall be the duty of the Clerk to mail, by United States mail, Certified Mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Clerk. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. VOTING REQUIREMENTS. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. PROXIES. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of the Condominium Act where the Unit Owner is more than one (1) person, by or on behalf of all such Persons.

9. QUORUM. A quorum shall be constituted as provided in Section 38 of the Condominium Act.

10. ORDER OF BUSINESS. The order of business at all meetings of the unit Owners' Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. CONDUCT OF MEETING. The President, or his designate, shall preside over all meetings of the Unit Owners' Association and the Clerk shall keep the minutes of the meeting and record in a Record Book all resolutions adopted by the meeting as well as a record of all transactions occurring there at. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

ARTICLE III

BOARD OF DIRECTORS

1. POWER AND DUTIES. The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done by the Unit Owners' Association. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and Unit Owners' Association Property, and providing services for the property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners;

(d) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area, Unit Owners' Association Property and services of the Condominium;

(e) Providing for the rental of Unit Owners' Association Property and accounting for all income and expenses thereof. The Board shall credit all net after tax income from Unit Owners' Association Property to Association Expenses and shall reduce assessments against Unit Owners' accordingly.

(f) Making and amending Rules respecting the use of the Property and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceeding

which may be instituted on behalf of the Owners;

(g) Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(h) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any unit in the Condominium who requests the same in writing to the Clerk.

(i) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration, which it may be authorized to do by resolution of the Unit Owners' Association.

2. MANAGING AGENT. The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraph (b) and (f), of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated for cause upon no more than ninety (90) days written notice.

3. NUMBER OF DIRECTORS AND INITIAL SELECTION OF BOARD. The Board of Directors shall be composed of three (3) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Unit Owners Association as provided in Section 4 of Article II, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these Bylaws to the contrary notwithstanding, until two (2) years after the date of recordation of this Declaration at the Merrimack County Registry of Deeds, or until Units representing three-fourths (3/4ths) of the Undivided Interests appertaining to submitted Units has been conveyed by the Declarant, whichever first occurs, a majority of the members of the Board of Directors shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or where a Person which is an Owner

is not a natural person, any natural person having authority to execute deeds on behalf of such Persons.

4. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Unit Owners Association three (3) Directors shall be elected. The term of office of one (1) Director shall be fixed at one (1) year and the term of office of two (2) Directors shall be fixed at two (2) years. Subject to the provisions of Section 3 above, at the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years. The Directors shall hold office until their respective successors have been elected and hold their first meeting .

5. ORGANIZATION MEETING. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners' Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Directors, at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present there at.

6. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each twelve (12) month period after the annual meeting of the Unit Owners' Association. Notice of the regular meetings of the Board of Directors shall be given to each Director, personally or by mail, fax, e-mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association.

7. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each Director. Such notice shall be given personally or by mail, fax, e-mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) Directors.

8. WAIVER OF NOTICE. Before or within (10) days after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him 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.

9. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present,

the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. VACANCIES. Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that the vacancy of any Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filed by the Declarant.

11. REMOVAL OF DIRECTORS. A Director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. COMPENSATION. No Director shall receive any compensation from the Condominium from acting as such.

13. CONDUCT OF MEETINGS. The President, or in his absence, a President pro tem elected by the Board, shall preside over all meetings of the Board of Directors and the Clerk shall keep the minutes of the meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

14. REPORT OF BOARD OF DIRECTORS. The Board of Directors shall present at each annual meeting, and when called for by vote of the Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. FIDELITY BONDS. The Board of Directors may require that all officers, agents (including the Manager) and employees of the Unit Owners' Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

16. DISPENSING WITH VOTE. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written

consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

17. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his undivided Interest bears to the Undivided Interest of all of the Owners. Every written agreement made by the Board of Directors or by the Manager, as the case may be, are acting only as agents for the owners and shall have no personal liability thereunder (except as Owners) , and that each Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interest of all Owners. The Owners shall indemnify any person who was or is party of, is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether or not based in contract, by reason of the fact that he is or was a Director, or officer, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith, was guilty of willful misconduct or acted contrary to the provisions on the Declaration or these Bylaws.

ARTICLE IV

OFFICERS

1. DESIGNATIONS. The principal officers of the Condominium shall be a President, a Clerk, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgement may be necessary. With the exception of the President, no officer need be a member of the Board of Directors. The offices of Treasurer and Clerk may be held by the same person.

2. ELECTION OF OFFICERS. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

3. REMOVAL OF OFFICERS. The officers shall hold office until their respective successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. PRESIDENT. The President shall be the chief executive officer and he, or his designate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of the president of a stock corporation organized under the laws of the State of New Hampshire.

5. CLERK. The Clerk shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the minutes of all proceedings in the Record Book of the condominium and shall perform like duties for committees when required. He shall keep the Record Book current and in his custody. He shall give, or cause to be given notice of all meetings of the Unit Owners' Association, the Board and committees shall perform such other duties as may be prescribed by the Board or President. The Clerk shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. TREASURER. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all money and other valuable effects in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, where possible to the President and Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

7. AGREEMENTS, CONTRACTORS, DEEDS, CHECKS, AND OTHER INSTRUMENTS. All agreements, contracts, deeds, checks and other instruments of the Condominium may be signed by the President or the Treasurer, or by such other person or persons as may be designated by the Board of Directors.

8. COMPENSATION OF OFFICERS. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

OPERATION OF THE PROPERTY

1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST OWNERS.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of twelve (12) month period commencing on January 1st of each year and terminating on December 31st of the

same year, except that the first fiscal year shall begin at the date of organization and terminate on the following December 31st. The fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the costs of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each owner a copy of their budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by the Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each owner of a completed Unit in proportion to the number of votes in the Unit Owners' Association appertaining to his Unit, and shall be a lien against each Owner's Condominium Unit in accordance, with the Condominium Act. On or before the first day of each fiscal year, the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association their proportionate share of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized income and expense statement. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's votes in the Unit Owners' Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

(d) Reserves. The Board of Directors shall build up and maintain an adequate operating reserve and reserve for replacement of the Common Area, which shall be funded by regular monthly payments as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated for the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate,

the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay an adjusted amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recording of this Declaration at the Merrimack County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. The Board of Directors may establish an initial operating reserve through special assessments of each Owner upon purchase of his Condominium Unit from the Declarant.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's Obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered, showing the monthly payment which is due under the new annual or adjusting budget.

2. PAYMENT OF COMMON EXPENSES. All Owners shall be obligated to pay Common Expenses assessed by the Board of Directors pursuant to the provisions of Section I of this Article V. No Owner may exempt himself from liability for his contribution toward common expenses by waiver of the use or employment of any of the Common Area or by abandonment of his Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Condominium Unit subsequent to a sale, transfer or other conveyance by him of such Condominium Unit. The purchaser of a Condominium Unit or other acquiring Owner shall be responsible for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquired therefor; provided, however, that any such acquiring owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth, and failure to furnish or make available such statement within seven (7) days from the receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgage of a

first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, his heirs, executors, administrators or successors and assigns, shall not be liable for the payment of any Common Expenses assessed prior to the acquisition of title of said Unit by said mortgagee or purchaser pursuant to the aforesaid remedies, and the Condominium Unit shall not be subject to a lien for same. The unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Unit Owners' Association.

3. COLLECTION OF ASSESSMENTS. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

4. MAINTENANCE AND REPAIR.

(a) The Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case expense shall be charged to such Owner), of all of the Common Area whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense; all units as defined in the Declaration shall be maintained by each Unit's Owner.

Each Owner shall be responsible for performing the normal maintenance of any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all repairs thereto, beyond normal maintenance, caused or necessitated by his negligence, misuse or neglect. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(b) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment. vouchers for all repairs and replacements shall be determined by the Board of Directors.

5. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD OF

DIRECTORS. Whenever in the judgment to the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of One Thousand Dollars (\$1,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions alterations or improvements costing One Thousand Dollars (\$1,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if in the opinion of a majority of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owner or Owners shall be assessed therefor in such proportion as they jointly approve, or, as determined by the Board of Directors

6. ADDITIONS ALTERATIONS OR IMPROVEMENTS BY OWNERS. No owner shall make any structural addition, alteration or improvement in or to his Unit, or to his Limited Common Area, without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his Unit, including the doors and windows, or of any fence, or of any exterior surface of the building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

7. RESTRICTIONS ON USE OF UNITS. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

(a) No advertisements, signs or posters of any kind shall be posted on or in the Property except as authorized by the Board of Directors. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling or leasing the Units.

(b) No clothing, laundry, rugs, or other objects shall be hung, shaken or displayed from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view. All refuse and trash shall be placed in locations specifically designated by the Board of Directors, and no garbage or trash shall be permitted to remain in public view.

(c) No animal, other than common household pets shall be kept or maintained on the Property, nor shall common household pets, be kept, bred or maintained for commercial purposes

on the property. Pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed, or in a kennel, on a runner or constrained by an electric fence. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors or the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold harmless the Board against such loss or liability resulting from said pet.

(d) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by others.

(e) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized and approved by the Board of Directors. Unless otherwise determined by the Board of Directors, this provision shall not apply to air conditioning units.

(f) No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.

(g) Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

(h) No Owner, tenant or guests shall direct or engage any employee of the Condominium on any private business, nor shall he direct, supervise, or in any manner attempt to assert control over any such employee.

(i) No unregistered vehicles, recreational vehicles, including but not, limited to boats, shall be parked or stored outside the Unit without written consent from the Board of Directors.

(j) No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance or any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common Area.

(k) No Owner, tenant or guest shall cause the volume of sound or noise from radios, televisions, stereos, musical instruments and other sound making devices or equipment to be heard outside the Unit between the hours of 9:00 p.m. and 7:00 a.m. from Sunday evening through Friday morning and between the hours of 11:00 p.m. and 7:00 a.m. from Friday evening through Sunday

morning. At no time will such sound be permitted to exceed levels so that it becomes a public nuisance.

As to the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

8. RIGHT OF ACCESS. An Owner shall grant a right to access to his Unit to the Board of Directors or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. RULES. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors provided that such rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

ARTICLE VI

INSURANCE

1. INSURANCE REQUIRED. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board of Directors, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium; (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions of the extent obtainable or possible.

(a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements, insuring all the buildings in the Condominium including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value

of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the owners and their mortgagees as their respective interest may appear.

(b) Public liability insurance in such amounts as the Board of Directors may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1 (ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability or negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

(c) Workmen's compensation insurance as required by law.

(d) Such other insurance as the Board of Directors may determine.

2. GENERAL INSURANCE PROVISIONS.

(a) The Board of Directors shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 1 (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Paragraph.

(b) The Board of Directors shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above; (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board of Directors, the Manager, Owners and members of the family or any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control"; (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control; (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insured thereunder and all mortgagees of units in the Condominium; (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and (vii) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-

payment of premiums.

3. INDIVIDUAL POLICIES. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit owner's endorsement") for improvements and betterments to a Unit made or acquired at the expense of the Owner. Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI.

(a) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board of Directors the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage, copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to the Board of Directors.

(c) Each Owner prior to commencement of construction of such improvements, shall notify the Board of Directors of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board of Directors shall notify the insurer under any policy obtained pursuant to Paragraph 1(a) hereof, of any such improvements.

(d) Each owner should obtain liability insurance with respect to his ownership and/or use of his Unit.

4. NOTICE TO UNIT OWNERS. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or in such initial policies, or termination thereof shall be promptly furnished to each Unit Owner by the Clerk of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any Unit Owner may have designated to the Clerk; or such notice may be hand delivered by the Clerk or the Manager.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. WHEN REPAIR AND RECONSTRUCTION ARE REQUIRED. Subject to the

provisions of Paragraph 3(i) of the Declaration, in the event of damage to or destruction of all or part of the building in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

2. PROCEDURE FOR RECONSTRUCTION AND REPAIR.

(a) Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to the common area, including the exterior portions of Unit walls to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners' Association.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any preceding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

3. DISBURSEMENTS OF CONSTRUCTION FUNDS.

(a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the

fund is established, such balance shall be contributed to the affected Owners.

(d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the costs of repairing the Units.

ARTICLE VIII

SALES, LEASES, AND ALIENATION OF UNITS

1. NO SEVERANCE OF OWNERSHIP. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his unit without including therein the undivided interest of such unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the undivided interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertain shall be void. Nothing herein shall be construed to prohibit the leasing of a Unit by a Unit Owner.

2. PAYMENT OF ASSESSMENT. No Owner shall be permitted to convey, mortgage, sell, lease, give or devise his Unit unless and until he (or his personal representative shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors in respect to this Unit, except as provided in Section 2 of Article V, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within seven (7) days of receipt of such request by the Board of Directors or Manager, such a statement shall make the above mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act may be required as a prerequisite to the issuance of such a statement.

ARTICLE IX

AMENDMENT TO BYLAWS

1. AMENDMENTS. Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended either (i) by a vote of at least sixty-six and two-thirds percent (66 2/3%) of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with notice of such meeting, or (ii) pursuant to written instrument or instruments duly executed by at least sixty-six and two-thirds percent (66 2/3%) of the Owners; provided however, that (a) Section 4 of Article II and Section 3 of Article III, insofar as they relate to the election of members of the Board of Directors by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c) this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the Bylaws or Rules may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units. In the event the Association seeks to dissolve, the Boscawen Planning Board shall hold a hearing as required by RSA 292:8-m prior to dissolving.

2. RECORDING. A modification or amendment of these Bylaws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34IV of the Condominium Act.

3. CONFLICTS. No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

4. APPROVAL OF MORTGAGEES. These Bylaws contain provisions concerning various rights, priorities, remedies and interest of the mortgagees of Units. Such provisions in these-Bylaws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all mortgagees, with respect to which the Board of Directors has received notice pursuant to Article X below shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interest of a mortgagee' (including the mortgagee's use of a secondary mortgage market, i.e., the saleability of mortgages to Mortgage Guaranty Insurance Corporation, Federal National Mortgage Corporation, Federal Home Loan Mortgage Corporation, etc.) shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding mortgages on seventy-five percent (75%) or more of the Units encumbered by mortgages. However, in the event a mortgagee does not respond to the proposed amendment within thirty (30) days of the amendment having been sent, the mortgagee shall be deemed to have acquiesced to the amendment.

ARTICLE X

MORTGAGES

1. NOTICE TO BOARD OF DIRECTORS. An Owner who mortgages his Condominium Unit shall notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

2. NOTICE OF UNPAID ASSESSMENTS FOR COMMON EXPENSES. The Board of Directors, whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default of the Owner of the mortgaged Condominium Unit.

3. NOTICE OF DEFAULT. The Board of Directors shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws, and if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors. No suit or other proceeding may be through to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice of the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.

4. NOTICE OF DAMAGE. The Board of Directors shall notify: (i) the mortgagee of a Unit whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) and the Board of Directors is made aware of such damage; and (ii) all mortgagees whenever damage or loss to, or taking of, the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

5. EXAMINATION OF BOOKS. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more than once a month.

ARTICLE XI

NOTICE

1. MANNER OF NOTICE. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, Certified Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

2. WAIVER OF NOTICE. Whenever any notice is required to be given under the

provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

ARTICLE XII

COMPLIANCE AND DEFAULT

1. RELIEF. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager to the following relief:

(a) LEGAL PROCEEDINGS. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in these Bylaws, or any combination, thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manager, or, if appropriate, by any aggrieved Owner.

(b) ADDITIONAL LIABILITY. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guest, employees, agents or invites, but only to the extent carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance Company of its right of subrogation.

(c) COST AND ATTORNEY'S FEES. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(d) NO WAIVER OF RIGHTS. The failure of the Unit Owners' Association, the Board of Directors or of an Owner to enforce any right, provision, covenants, or condition which may be granted by the Declaration, these Bylaws or the rules shall not constitute a waiver of the right of the Association, the Board of Directors or any Owner to enforce such right, provision, covenants, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenants, or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as any be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(e) INTEREST. In the event of a default by any Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve (12%) percent, whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owner.

(f) ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS. The violation of any Rule adopted by the Board of Directors or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these Bylaws; (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors or Manager 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; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. LIEN FOR ASSESSMENTS.

(a) The total annual assessment of each Owner for the Common Expenses of any special assessment levied pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Owner as provided in (including without limitation the priority provisions set forth in Section 46 thereof) and the Condominium Act, which lien shall be effective when perfected in accordance with said Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting owner by the Board of Directors or Manager. The Association, in order to perfect such lien, shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable a memorandum in the Merrimack County Registry of Deeds in the form and manner prescribed in the said Act.

(c) The lien assessments shall include interest, costs and attorneys' fees as provided in Section 1 of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessment shall be maintainable

without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

ARTICLE XIII

RELEASE BY PURCHASER

1. In the event of any resale of a Condominium Unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Unit Owners' Association, prior to the contract date of the disposition, the following:

(a) Any Unit Owner or purchaser of a Condominium Unit, having executed a contract for the disposition of the same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessment currently levied against the Unit;

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' Association within the current or succeeding two (2) fiscal years;

(c) 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 Board of Directors;

(d) A copy of the income statement and balance sheet of the Unit Owners' Association for the last fiscal year for which such statement is available;

(e) A statement of the status of any pending suits or judgments in which the Unit Owners' Association is a party defendant;

(f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Unit Owners' Association and what additional insurance coverage would normally be secured by each individual Unit Owner; and

(g) 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 Condominium instruments.

2. The principal officer of the Unit Owners' Association shall furnish the statement prescribed by this Article upon the written request of any prospective Unit owner within ten (10) days of the receipt of such request.

ARTICLE XIV

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. COMPLIANCE. These Bylaws are set forth in compliance with the requirements of the Condominium Act (herein sometimes referred to as the "Act").

2. SEVERABILITY. These Bylaws are set forth to comply with the requirements for the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any Section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. WAIVER. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure of failures to enforce the same.

4. CAPTIONS. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

5. CONTEXT. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of Villa Brasi Condominium Association, a condominium association, not for profit, organized under the laws of the State of New Hampshire, at the first meeting of the incorporators on the ____ day of _____, 2024.

Witness

David Caron

Cynthia Caron

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared the above-named signed and acknowledged themselves to be David Caron and Cynthia Caron and that he executed the foregoing instrument for the purposes therein contained on the date first written above. Before me,

Notary Public/Justice of the Peace

My commission expires:

DECLARATION OF
VILLA BRASI CONDOMINIUM

THIS DECLARATION, pursuant to the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, is made the _____ day of _____, 2024, by David Caron and Cythnia Caron, (collectively the “Declarant”), of 21 Village St., Concord New Hampshire 03303.

SECTION 1. Submission of Property. Declarant is the owner in fee simple of a certain tract of land on Villa Brasi Lane in the Town of Boscawen, Merrimack County, New Hampshire, together with certain buildings and improvements thereon and certain easements, rights and appurtenances thereto. Declarant hereby submits that land, all present and future buildings and improvements thereon and all easements, rights and appurtenances, to the provisions of the New Hampshire Condominium Act, New Hampshire Revised Statutes Annotated Chapter 356-B, and declares a condominium project to be known as:

VILLA BRASI CONDOMINIUM

SECTION 2. Detailed Descriptions and Statements Required by Section 16 of the Condominium Act.

- (A) Name. The name of the condominium shall be Villa Brasi Condominium:
- (B) Location. The condominium is located at Villa Brasi Lane in the Town of Boscawen, Merrimack County, New Hampshire.
- (C) Land. A legal description by metes and bounds of the land submitted to the condominium together with all easements and encumbrances thereon is set forth in Appendix A. The land was conveyed to Declarant by deed of Pepper Enterprises, LLC dated October 4, 2018 and recorded at the Merrimack County Registry of Deeds at Book 3610, Page 1795 the legal description being attached hereto as Appendix A.

(D) Description of Units.

(1) Units. Each of the Units will be declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Appendix B is a list of all Units, their respective identifying numbers or Units Designations, and the Limited Common Area appurtenant thereto, if any. The proposed location of Units is shown on the site plans and floor plans.

(2) Unit Boundaries.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area or Limited Common Area described in Section 2.E. and 2.F. hereinbelow which may be located therein. The finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles, and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of the Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), and glass doors connecting his Unit with the Limited Common Area reserved for his Unit, if any, and the sinks, bath tubs, and other plumbing facilities, refrigerator, oven and other appliances, located in his Unit and serving solely his Unit, including the heating and air conditioning systems located inside the unit as well as a portion of the air conditioning systems located outside.

The Owner of a Unit shall be deemed not to own any pipes, wire, cables, chutes, flues, conduits, or other public utility lines which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area.

Additional description of each Unit, including its unit designation, location is shown on the site plan and the description of each unit including the approximate area and number of rooms, is contained in the floor plans.

(E) Limited Common Areas and Facilities. Certain areas are delineated on the Floor

Plans and/or Site Plans as Limited Common Area, each such area being reserved for the exclusive Units to which it is adjacent. Each unit shall have assigned to it the exclusive use of any and all protruding, under hanging and overhanging objects, appurtenant thereto and not shared with any other unit, including but not limited to decks, patios, porches, balconies, window ledges, awnings, finials, eaves, shutters, chimneys, stairways, doorways, and all other such objects, as shown on the floor plans attached hereto. Any such appurtenant protrusions, overhangs, or under hangs which are shared by two or more units shall be assigned to the exclusive use of such units jointly.

Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit which it serves Limited Common Area may not be reassigned.

(F) Common Areas and Facilities. The common area and facilities include all of the property except those portions comprising units and includes, without limiting the generality of the foregoing, the following:

- (1) The land described in Appendix A, together with the benefit of and subject to all rights, easements, appurtenances, restrictions and agreements of record so far as the same may be enforced;
- (2) The foundations, structural walls, beams, supports, exterior walls, roof, entrances and exits of the building and common walls within the building;
- (3) Central services and utilities, including without limiting the generality of the foregoing, power, light, telephone, gas, hot and cold water and waste disposal, including all equipment appurtenant thereto (but not including equipment contained within a single unit unless such equipment services more than that single unit);
- (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are located outside a single unit and all such facilities contained within any unit but which serve parts of the building other than the unit within which located, together with an easement for access thereto for maintenance, repair and replacement;
- (5) All common equipment, wherever located in, on or around the building;
- (6) The streets, yards, lawns, gardens, walkways, driveways, parking areas, and improvements and appurtenances, including walls, bulkheads, railings, steps, lighting fixtures, planters and community building;
- (7) Such additional common areas and facilities as may be defined in the Act, and all other parts of the Condominium, including personal property acquired by the Association which is necessary or convenient to its existence, maintenance and safety, or normally in common use.

(G) Allocation of Interests in the Common Areas. Each Unit shall have an equal undivided interest in the common areas and facilities.

(H) Condominium and Unit Use: Purposes and Restrictions. The condominium and each of the units are primarily intended for residential use, and the following provisions together with the provisions of the Bylaws and the Rules, are in furtherance of this purpose:

(1) No Subdivision or Partition. No unit may be divided or subdivided into a smaller unit; the common area shall remain undivided and no other Unit Owner or any other person shall bring any action for partition or division thereof; nor shall the common area be abandoned by act or omission, unless the Condominium shall be terminated pursuant to the Act. The boundaries between adjoining units, however, may be relocated in accordance with RSA 356-B:31.

(2) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and sale, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, to maintain a sales office and a rental office, to show property and to display signs. In addition, the Declarant and its authorized agents, representatives and employees shall have the right to use any and all unsold Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(3) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to the purchaser thereof, shall be altered in any way by encroachments resulting from construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachments be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(4) Easements for Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area

located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area contained therein or elsewhere in the buildings.

(5) Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to same. Each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of, all Common Area by persons lawfully using entitled to the same.

(6) Property Subject to Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements and restrictions of record.

(7) Use of Common Area. The Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium, nor shall there be any obstruction, commission of any waste upon or other damage beyond reasonable wear and tear caused to the Common Area. Nothing shall be stored in, altered, constructed in or removed from the Common Area, without the prior written consent of the Board of Directors. The use of the Common Area by Unit Owners and all other parties authorized to use the same, and the use of Limited Common Areas by the Owner or Owners thereof and other parties authorized to use the same, shall be subject at all times to the Bylaws and to such reasonable rules and regulations as may be prescribed by the Board of Directors.

(8) No Harmful or Offensive Use of Condominium. No harmful or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become in the judgment of the Board of Directors an annoyance or nuisance to the other Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard, result in the cancellation of insurance on any part of the Condominium or be in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which would increase the rate of insurance on the common area without prior written consent of the Board of Directors.

(9) Units Subject to Declaration, Bylaws, and Rules and Regulations. This Declaration, the Bylaws, the Rules to be adopted by the Board of the Directors,

and decisions and resolutions of the Board of Directors, and decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provisions, decisions, or resolution with any such provisions, decisions, or resolution shall be grounds for an action to recover sums due for damages or for injunctive relief. All such actions in law or at equity shall be authorized by Condominium shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees.

All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any such person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

(I) Manner of Determining Appropriate Action Following Damage by Fire or Other Casualty. In the event of any damage to any portion of the condominium by fire or other casualty, appropriate action shall be determined as follows:

(1) The Board of Directors shall arrange for the prompt repair and restoration of the premises (excluding any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other equipment or improvements installed by the Unit Owners in the Units). All insurance proceeds paid to the Board of Directors as trustees on account of any such casualty shall be applied solely to the repair or restoration of the loss, and any application of said proceeds by the Board of Directors on account thereof shall be prior to the application of such proceeds for any other purposes and the Board of Directors shall disburse the proceeds of all insurance policies with the contractors engaged in such repair or restoration in appropriate progress payments.

(2) If the proceeds of insurance, paid to the Board of Directors as trustee for the Owners and their mortgagees are not sufficient to defray the said estimated costs of reconstruction and repair, or upon the completion of reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments in sufficient additional amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Association. If all or any portion of such assessments are not available to the Board of Directors prior to the time that the amounts thereof are needed to provide payment of such costs, the Board of Directors may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative

thereto arising pursuant to RSA 356-B:46 and Article V of the Bylaws. The Board of Directors may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Directors, divided among all the Unit Owners in proportion to their respective interests in the Common Areas.

(3) If the insurance proceeds are insufficient to repair or restore the premises, and if the Owners by a vote of at least 80 percent as provided in RSA 356-B:34 agree to terminate the Condominium and such agreement is placed on record as required by law, then upon the recording of such notice:

(a) The property shall be deemed to be owned in common by the Owners in proportion to their respective undivided interests in the Common Areas immediately prior to such recordation, but as long as such tenancy in common lasts, each unit owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of said property which formerly constituted his or her Unit;

(b) Upon recordation of the notice, any rights the Unit Owners may have to the assets of the Unit Owner's Association shall be in proportion to their respective undivided interests in the Common Areas immediately prior to such recordation except that common profits shall be distributed in accordance with RSA 356-B:44. This section provides that common expenses and rights in any surplus remaining shall accrue to the Units in proportion to the number of votes in the Unit Owners' Association appurtenant to each such Unit. Any such surplus shall be distributed accordingly to the Unit Owners unless otherwise provided in the Condominium instruments;

(c) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property;

(d) The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area after first paying out of the respective shares of the Owners to the extent sufficient for the payment of all liens on the undivided

interest in the property owned by each owner.

(4) To "repair or restore the premises", as used in this subsection (I), shall mean to place the damaged Common Area or facility, Limited Common Area or facility, or Unit, in substantially the same condition in which it existed prior to the fire or other casualty, with each having the same vertical and horizontal boundaries as before.

(5) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty (or borrowed by the Board of Directors as provided in Section 2 (I) (2) above) shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(6) Any Owner and any mortgagee may obtain at his own expense additional insurance (including without limitation a "condominium unit-owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in this Section.) Such insurance should contain a waiver of subrogation provision. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Section 5.09 of the Bylaws, and each Owner hereby assigns to the Board of Directors, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual owners) shall be filed with the Association.

SECTION 3. Association of Unit Owners. The Condominium shall be governed by a Unit Owners' Association as provided in this Declaration and in the Bylaws incorporated in and made a part of this Declaration. Declarant, until such Association comes into existence as provided immediately below, shall have the power and the responsibility to act in all instances where the Condominium Act requires action by the Association, the Board of Directors or any Officer or Officers.

The Association shall be established within 90 days of the conveyance of the first unit. Declarant shall elect all members of the Board of Directors and shall control the Association during the period of two years from the date of recording of this Declaration or after Units to which 75 percent of the undivided interests in the Common Areas appertain have been conveyed, whichever occurs first. Then Declarant shall call a meeting of the Unit Owners' Association for the purpose of electing directors and officers by the Unit Owners in conformity with the Bylaws.

SECTION 4. Capital Reserve Fund. At the time of acquiring title to a Unit from

Declarant, each Owner shall pay the sum of \$200.00 per month to a capital reserve fund. As long as Declarant is responsible for management and maintenance under Paragraph 7 below, such reserve fund payments shall be deposited in a bank account in the name of Declarant. At such time as the Association shall become responsible for management and maintenance, Declarant shall transfer that bank account to the Association and all future such payments shall be made to and deposited in an account in the name of the Association. Withdrawals from the capital reserve bank account shall be made only in conformity with the Bylaws.

SECTION 5. Escrow of Deposits. Any deposit made under a non-binding reservation agreement or under a conditional purchase and sale agreement shall be placed in escrow, either into a separate account designated for this purpose, or into the regular escrow account of a real estate broker or attorney licensed under the laws of the State of New Hampshire. Any other deposit made in regard to any disposition of any interest in a Unit either shall be placed in such escrow until settlement or closing or shall be delivered to the person providing construction financing, who either shall hold the deposit in escrow or shall apply it to the construction of the Condominium.

SECTION 6. Site-Plan and Floor Plans. There is hereby recorded simultaneously with this Declaration a site plan which includes the location and dimensions of any existing improvements, and the location and dimensions of existing lots where any contemplated Unit improvements are to be located on any portion of the submitted land. In addition, there are also hereby recorded simultaneously with this Declaration, or will be recorded prior to the conveyance of any Unit, the approximate floor plans of each particular structure which contain or constitute all or part of any Unit or Units. Such floor plans show the approximate location and dimensions of the vertical boundaries of each Unit to the extent that such boundaries lie within or coincide with the boundaries of such structures, and the units or portions thereof thus depicted shall bear their identifying numbers.

SECTION 7. Management and Maintenance. Declarant itself, or through its agent, shall manage and maintain the Common Areas and facilities for a period of two years from the recording of this Declaration or until 75 percent of the Units have been sold, whichever is sooner. During such period, Unit owners shall pay a monthly common charge as may be established and modified by the Declarant. Thereafter, Unit Owners shall pay all management and maintenance expenses proportionate to their interest in the Common Area.

SECTION 8. Invalidity. It is the intention of the Declarant that the provisions of the Declaration are severable so that if any provisions, conditions, covenant, or restriction hereof shall be invalid or void under any applicable federal, state, or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording this declaration, void, voidable, or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all persons claiming by, through or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect or removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid

and its covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

SECTION 9. Amendments to Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-six and two-thirds (66 2/3%) percent of the Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, provided, however, that:

(a) any such amendment shall have been approved in writing by the institutional mortgagee or mortgagees holding mortgages constituting first liens on seventy-five-five (75%) percent or more of the Condominium Units subject to institutional mortgages recorded at the Merrimack County Registry of Deeds. However, in the event any institutional mortgagee or mortgagee does not respond to the proposed amendment within thirty (30) days of the amendment having been sent, the institutional mortgagee and the mortgagee shall be deemed to have acquiesced to the amendment;

(b) no such amendment shall be effective until evidence thereof has been duly recorded at said Registry of Deeds pursuant to Section 34 IV of the Condominium Act;

(c) so long as the Declarant owns one (1) or more Units, no amendments to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Units;

(d) no such amendment shall be contrary to the provisions of the Condominium Act; and

(e) Declarant reserves the unilateral right to amend the Declaration and By-Laws so as to delete those provisions concerning rights of eligible mortgage holders, insurers and guarantors, if the Condominium is not submitted for approval to or approved by the Federal National Mortgage Association, Federal Home Loan Corporation or Veterans' Administration, for purposes of financing individual units, or if such provisions are no longer required by the terms of such approval.

SECTION 10. Definitions. Except as expressly provided below and unless the context clearly indicated a different meaning therefore, terms used in this Declaration and in the Bylaws shall be defined as and have the meaning set forth in RSA 356-B:3.

A. "Board" or "Board of Directors" means the governing body of Villa Brasi Condominium elected pursuant to the Bylaws of the Association.

B. "Bylaws" means the Bylaws providing for the self government of the Condominium attached hereto as an Exhibit C as amended from time to time.

C. "Common Area" means all parts of the Property other than the Units, as more

fully set forth in Section 2.F of this Declaration and includes the Limited Common Area, if any.

D. “Common Expenses” means all expenses incurred by the Association for the purpose of administration maintenance, repair and replacement of Common Area and for other lawful purposes.

E. “Common Profits” means all income collected or accrued by or on behalf of the Unit Owner’s Association, other than income derived from assessments pursuant to RSA 356-B:45.

F. “Condominium” means Villa Brasi Condominium, which is established by this Declaration.

G. “Condominium Act” means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

H. “Declarant” means David Caron and Cynthia Caron, who made and executed this Declaration, and all of its successors and assigns to all of his interest in Villa Brasi Condominium, including, without limitation, any mortgagee of his interest in all or part of the Condominium for foreclosures thereon, or any purchaser at foreclosure sale, or any purchaser from such mortgagee should such mortgagee purchase at foreclosure sale, and any successors who come to stand in the same relation to the Condominium as does the Declarant.

I. “Land” shall have the meaning set forth hereinabove in Section 2.C. of this Declaration.

J. “Limited Common Area” means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but not all, of the units.

K. “Owner” or “Unit Owner” means any natural person or persons, including Declarant, or legal entity, who holds or hold fee simple title to a Condominium Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

L. “Percentage Interest” or “Undivided Interest” means the interest of each Unit in the Common Area as set forth in Section 2.D.

M. “Site Plan and Floor Plans” or “Plans” means the plat of the entire property described in this Declaration, and all floor plans attached hereto, recorded simultaneously with this Declaration.

N. “Rules” means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium provided they are not in conflict with the Condominium Act, the Declaration or the Bylaws.

O. “Units” means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Section 2.D. hereof.

P. “Unit Owners Association” or “Association” means all of the Owners as defined in subparagraph (1) acting as a group in accordance with this Declaration and/or the Bylaws.

SECTION 11. Construction Financing. Construction of the Condominium may be financed by a construction loan secured by a first mortgage on the premises. A foreclosing construction lender shall have no obligation to complete construction of any unfinished units. A foreclosing construction lender shall have an option at its own discretion to succeed to any and all of the Declarant's rights and privileges, including the right to complete construction of any or all of the unfinished units.

SECTION 12. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Merrimack County Registry of Deeds, constituting first liens on the Condominium Units subject to such mortgages (based upon one vote for each mortgage owned) have given their prior written approval, the Unit Owners' Association and Board of Directors shall not be entitled to:

- (a) By act or omission seek to abandon or terminate the condominium regime;
- (b) Change the pro rata interest or obligations of any Unit (1) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) for determining the pro rata share of each unit in the Common Area;
- (c) Partition or subdivide any Unit;
- (d) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause.)
- (e) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or Common Area; or
- (f) Amend, modify or otherwise change any rights or obligations under this Declaration, the Bylaws or the Rules.

SECTION 13. Effective Date. This Declaration shall take effect upon its recording in the Registry of Deeds.

IN WITNESS WHEREOF the undersigned has executed and sealed this instrument this _____ day of _____, 2024.

Witness

David Caron

Cynthia Caron

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared the above-named signed and acknowledged themselves to be David Caron and Cynthia Caron and that he executed the foregoing instrument for the purposes therein contained on the date first written above. Before me,

Notary Public/Justice of the Peace
My commission expires:

Appendix A

A certain tract of land with the buildings thereon, if any, situated at 147 North Main Street in the Town of Boscawen, County of Merrimack and State of New Hampshire, known as "The Nook Trailer Park", more particularly bonded and described as follows:

Beginning at a point on the westerly side of North Main Street, so-called; thence running westerly 462 feet, more or less, to a point; thence turning and running northerly 80 feet, more or less, to a point at land of Jurta; thence turning and running easterly along land of Jurta to a point on the westerly side of said North Main Street; thence turning and running southerly along said North Main Street 80 feet, more or less, to the point of beginning.

Subject to any easements and rights-of-way as may exist in favor of New England Telephone & Telegraph Company and Concord Natural Gas Company, pursuant to deeds recorded in the Merrimack County Registry of Deeds in Book 334, Page 131, and Book 994, page 317, respectively.

Kara Gallagher

From: Timothy Kenney
Sent: Friday, March 8, 2024 3:04 PM
To: Kara Gallagher
Subject: Re: Map 83 Lot 9 - 2 A&B-8 A&B Villa Brasi Lane Condominium Minor Subdivision

The fire department is OK with the change from rental units to condominiums.

Timothy J. Kenney,
Chief of Department
Boscawen Fire Department
(603)568-7607
tkenney@boscowennh.gov
Mail: 116 N Main St, Boscawen NH, 03303

"IF EVERYONE IS THINKING ALIKE, THAN SOMEONE ISN'T THINKING"

George S. Patton

From: Kara Gallagher <kgallagher@boscowennh.gov>
Sent: Thursday, March 7, 2024 10:42 AM
Cc: Kellee Easler <keasler@boscowennh.gov>; Ruth Ashby <rashby@boscowennh.gov>
Subject: Map 83 Lot 9 - 2 A&B-8 A&B Villa Brasi Lane Condominium Minor Subdivision

Good morning,

Please see link below for an application package for a condominium minor subdivision for Map 83 Lot 9, 2 A&B-8 A&B Villa Brasi Lane, submitted and owned by Cynthia and Dave Caron. If you have any comments, questions, or concerns please respond to me by email so I can include it in the package for the Planning Board Public Hearing on April 2nd.

https://www.boscowennh.gov/sites/g/files/vyhlif4166/f/uploads/83_9_application_package_w_plans.pdf

Have a great day,

Kara Gallagher
Planning & Community
Development Coordinator
603-753-9188 x 2322



Office Hours: Mon-Thurs 8:30am-4:30pm
Closed Daily 12-1pm

Kara Gallagher

From: Jason Killary
Sent: Monday, March 11, 2024 9:55 AM
To: Kara Gallagher
Subject: RE: Condominium Declaration Application being submitted today

Ok. Then I have no real issues with it, other than the general issues I have with HOAs to begin with.

From: Kara Gallagher <kgallagher@boscowennh.gov>
Sent: Monday, March 11, 2024 9:51 AM
To: Jason Killary <jkillary@boscowennh.gov>
Subject: RE: Condominium Declaration Application being submitted today

Hi Jason,

This is a submission for essentially a change of ownership. They are being changed from rentals to Condos. If you have no concerns you can just say that 😊

From: Jason Killary <jkillary@boscowennh.gov>
Sent: Friday, March 8, 2024 11:52 AM
To: Kara Gallagher <kgallagher@boscowennh.gov>
Subject: FW: Condominium Declaration Application being submitted today

Do I have to do anything with this?

From: Jonathan Crowdes <jon@tfbinc.com>
Sent: Wednesday, March 6, 2024 1:15 PM
To: Dean Hollins <dhollins@boscowennh.gov>; Timothy Kenney <tkenney@boscowennh.gov>; Jason Killary <jkillary@boscowennh.gov>
Cc: Kara Gallagher <kgallagher@boscowennh.gov>; Kellee Easler <keasler@boscowennh.gov>
Subject: Condominium Declaration Application being submitted today

Dean Hollins, Timothy Kenney, Jason Killary,
For your review and comment, please find the attached application and plans for the Declaration of Villa Brasi Condominium- 8 existing units on Villa Brasi Lane.

Let us know if any questions.

Thank you,
Jonathan

Jonathan Crowdes, LLS
T. F. Bernier
A Division of Hoyle Tanner
P.O. Box 3464 / 50 Pleasant St.
Concord, NH 03302-3464
Tel: (603) 224-4148 ext. 3

Central New Hampshire Regional Planning Commission

28 Commercial Street ❖ Concord, NH 03301

Telephone: (603) 226-6020 ❖ Fax: (603) 226-6023 ❖ www.cnhrpc.org



CONDOMINIUM CONVERSION APPLICATION, FIRST REVIEW

DATE: FEBRUARY 29, 2024

TO: BOSCAWEN PLANNING BOARD

FROM: MATT MONAHAN, CNHRPC

RE: CYNTHIA & DAVID CARON, CONDOMINIUM CONVERSION

CC: T.F. BERNIER (via email, through Town)

The applicants, Cynthia and David Caron, submitted an application for Map 83, Lot 9, and totaling 0.828 +/- acres on land owned by the same for the purpose of converting a previously approved multi-family development into condominium ownership. No new structures are proposed to be built and the previously approved structures are nearly complete. The site is located at 147 North Main Street (Villa Brasi Lane), within the Commercial Zone.

The Central New Hampshire Regional Planning Commission (CNHRPC) received a set of plans for the proposed conversion on February 25, 2024. The plan sets reviewed were entitled CONDOMINIUM DECLARATION SITE PLAN VILLA BRASI CONDOMINIUM ASSESSOR'S MAP 83 LOT 9 147 NORTH MAIN STREET (VILLA BRASI LANE) BOSCAWEN, NEW HAMPSHIRE and dated February 2024, and consisted of two sheets as prepared by T.F. Bernier, Inc. of Concord, NH. This memorandum is intended to provide the Planning Board with an overview of the application and its major issues. It is recommended to the Planning Board that any waivers or deviations from the submittal requirements be requested by the applicant in writing.

SUBMITTAL DETAILS

The Town of Boscawen has reviewed the following plans and documents:

1. A plan set entitled CONDOMINIUM DECLARATION SITE PLAN VILLA BRASI CONDOMINIUM ASSESSOR'S MAP 83 LOT 9 147 NORTH MAIN STREET (VILLA BRASI LANE) BOSCAWEN, NEW HAMPSHIRE, and dated February 2024, and consisted of two sheets as prepared by T.F. Bernier, Inc. of Concord, NH.
2. A floor plan entitled VILLA BRASI VILLA BRASI LANE, BOSCAWEN NH, and not dated, and consisted of one sheet prepared by SMP Architecture.
3. A Town of Boscawen Minor Subdivision for Condominiums application (unsigned).
4. An abutters list.
5. A Town of Boscawen Planning Board Fee Worksheet.
6. A Warranty Deed.
7. A Landowner's Consent to Conveyance of Manufactured Housing.
8. A letter of authorization (unsigned).
9. Property Tax Cards.
10. A Tax Map.

SUBDIVISION CHECKLIST & LAND USE DEVELOPMENT REGULATION REQUIREMENTS

The following are advisory comments based upon the Town of Boscawen Land Use Development Regulations and Checklist Requirements used during the consideration of materials received pertaining to this proposal.

Overall Summary:

The applicant is seeking approval to convert a previously approved multi-family development into condominium ownership. Major areas of focus for the project will include:

- Major Issues:
 1. The application could be considered substantially complete once the Application and the Letter of Authorization are signed, a Determination Letter from the Code Enforcement Officer is provided, and the Condominium Declaration Documents (2 copies) are provided.

- Potential Conditions of Approval:
 1. The Condominium Conveyance Documents should be reviewed by the Town's Attorney (see Section 6.9.6) and filed with Attorney General's Office as a condition of approval.
 2. Professional stamps and signatures as well as owner signatures need to be on the final plan.
 3. All conditions of approval need to be on the final plan.
 4. Any other conditions sought by the Board.

- Sample Motion Language to Approve Conditionally or Deny the Application: Motions to approve must include a "findings of fact" whereby the motion includes a statement that the proposal complies with the Zoning Ordinance and Subdivision Regulations. If denied a specific reason or reasons must be specified in the motion. Sample Motions are as follows:
 - Sample Language to Conditionally Approve:
I make a motion to conditionally approve the application with all of the conditions as previously listed as the proposal complies with the Zoning Ordinance and the Subdivision Regulations given the plans presented.

 - Sample Language to Deny:
I make a motion to deny the application without prejudice due to the fact that the plans, as provided, do not comply with _____.

Boscawen Subdivision Checklist Requirements:

1. Subdivision Plan Contents Item 2 (Section 2.5.8.A) CNHRPC did not receive a copy of a Determination Letter from the Code Enforcement Officer. This is needed for completeness.
2. Subdivision Plan Contents Item 2 (Section 2.5.8.B, C, D) CNHRPC did not receive copies of letters from the Boscawen Public Works Department, Fire Department, and Police Department.
3. All Application Checklist Item 1 (4.1.1) – The application received by CNHRPC was not signed. This is needed for completeness.
4. All Application Checklist Item 6 (4.1.14) – CNHRPC did not receive color photographs of the buildings and site.

5. Legal Documents for All Subdivisions Checklist Item 1 (6.8.1) – CNHRPC did not receive a copy of the condominium conveyance documents (2 copies per Section 6.9.5). These are needed for completeness.

Once provided, the condominium conveyance documents should be reviewed by the Town’s Attorney (see Section 6.9.6) and filed with Attorney General’s Office as a condition of approval.

Boscawen Land Use Development Regulation Requirements:

6. No issues, subject to a review by the Board.

Waivers Requested from Subdivision Regulation Items:

The applicant has not requested any waivers.

Boscawen Zoning Ordinance Requirements:

7. No issues, subject to a review by the Board.

DEVELOPMENT OF REGIONAL IMPACT

8. In accordance with RSA 36:56, the Board shall determine if the proposal is a development of regional impact:

“A local land use board, as defined in RSA 672:7, upon receipt of an application for development, shall review it promptly and determine whether or not the development, if approved, reasonably could be construed as having the potential for regional impact.” That said, the proposal does not appear to have a regional impact.

OTHER COMMENTS

The following are advisory comments based upon commonly held planning principles and the review of the plans received.

9. The Letter of Authorization was not signed. This should be addressed for completeness.
10. The Applicant should demonstrate to the Board that all fees to the Town have been paid.
11. Any conditions of approval and waivers granted should be listed on the final plan to be signed.

Given the nature of the proposal and the items submitted, the application could be considered substantially complete once the Application and the Letter of Authorization are signed, a Determination Letter from the Code Enforcement Officer is provided, and the Condominium Declaration Documents (2 copies) are provided.

Any item indicated in this memo as missing from the plan could be a condition of approval if the Board felt such item(s) are relevant and are not waived. If the Board chooses to invoke jurisdiction and accept this application as complete, the timelines set forth in RSA 676:4C shall apply. If the application is accepted as complete, the Planning Board can enter into a public hearing if such a hearing was properly noticed in accordance with 676:4D.

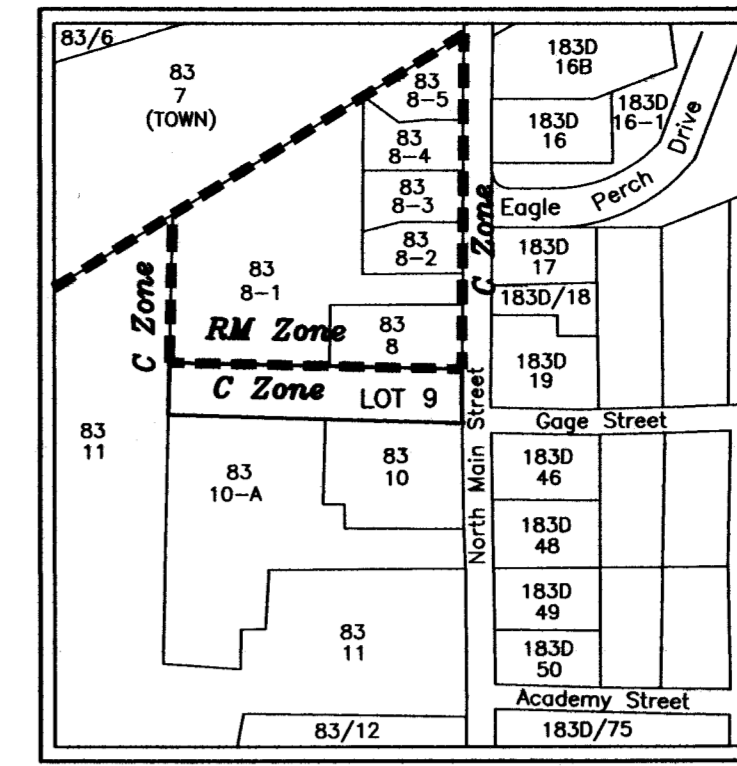
FOR REGISTRY OF DEEDS USE ONLY

LEGEND

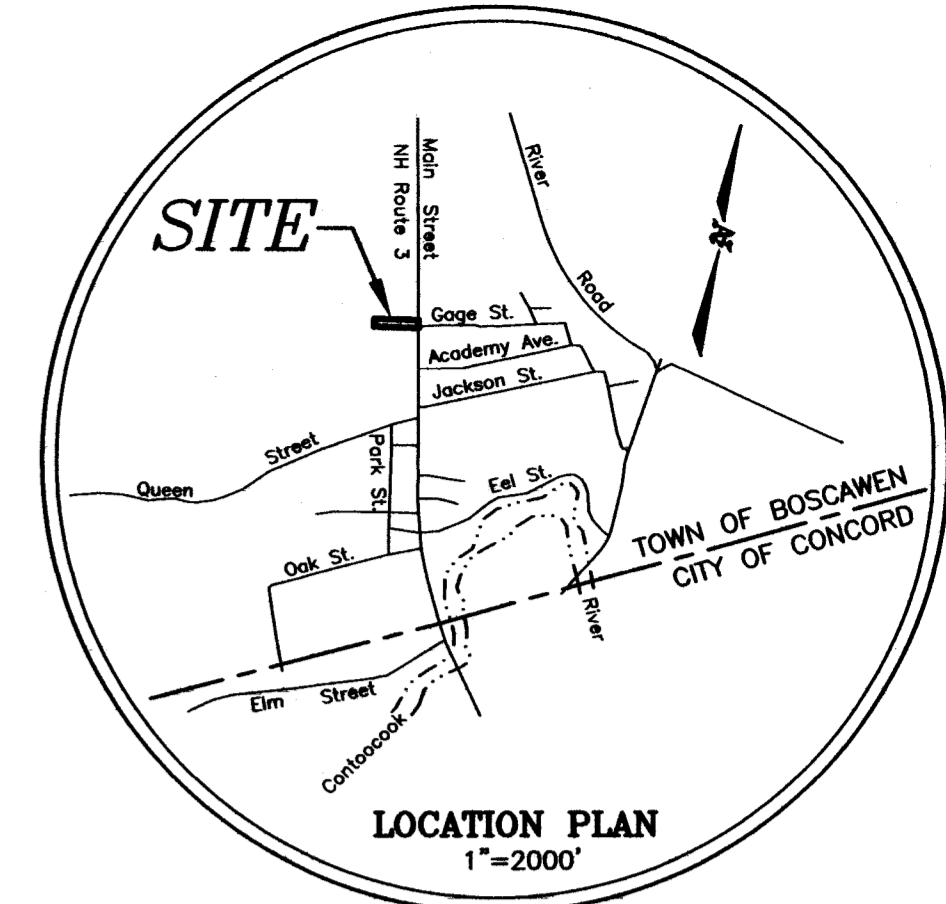
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DRILL HOLE FOUND
IRON ROD FOUND/SET
IRON PIPE FOUND
GAS VALVE
(2) GAS METERS
CATCH BASIN
DRAIN MANHOLE
SEWER MANHOLE
HYDRANT
CURB-STOP
GATE BOX
ELECTRIC METER
UTILITY POLE
LANDSCAPE SHRUB/TREE
EDGE OF PAVEMENT
STONEWALL
OVERHEAD UTILITIES
EDGE OF VEGETATION
CRUSHED STONE
RIP-RAP STONE
IRON ROD FOUND
IRON PIPE FOUND
GRANITE BOUND FOUND
BELOW GRADE
LIMITED COMMON AREA
LOT CORNER LABEL
BUILDING CORNER LABEL

BUILDING TIES TO BOUNDARY

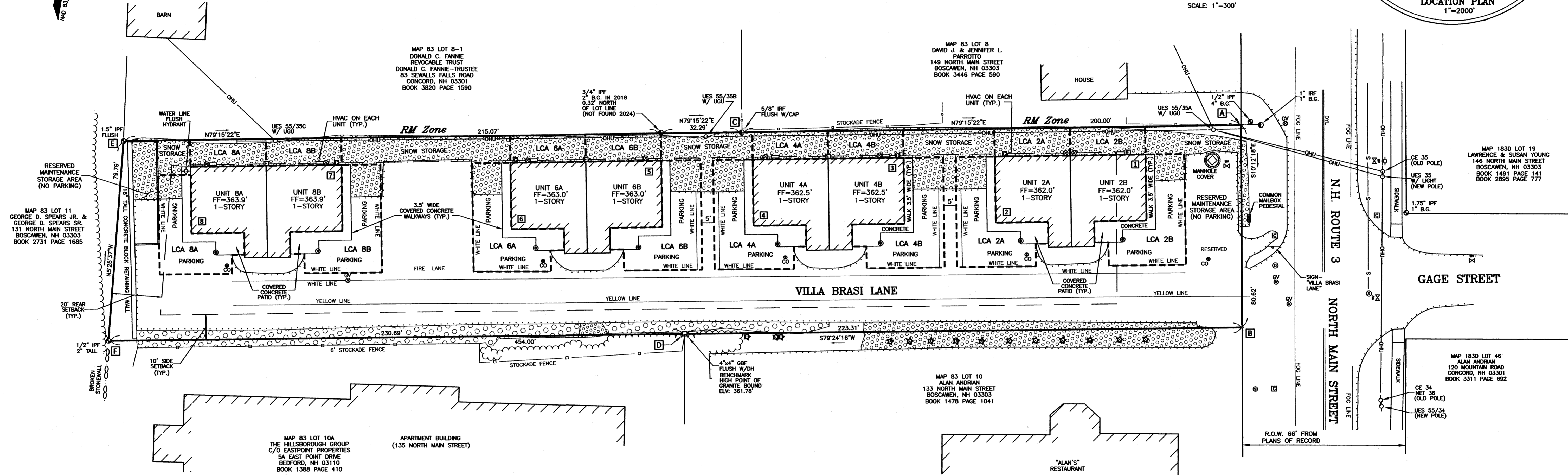
Table with columns: LOT CORNER, BUILDING CORNER, BEARING, DISTANCE. Rows A through F.



TAX MAP SKETCH SCALE: 1"=300'



LOCATION PLAN 1"=2000'



PLAN REFERENCE

- 1. BOUNDARY PLAN LAND OF CYNTHIA & DAVID CARON ASSESSORS MAP 83 LOT 9, 147 NORTH MAIN STREET BOSCAMEN, NEW HAMPSHIRE. SCALE: 1"=40, DATE: NOVEMBER 2018. PREPARED BY THIS OFFICE.
2. PLANNED UNIT DEVELOPMENT IMPROVEMENT PLANS PREPARED FOR TAX MAP 83 LOT 9 VILLA BRASI LANE (FORMERLY KESAVAN DR.) BOSCAMEN, NEW HAMPSHIRE. SCALE: (VARIES), DATE: 9/13/21. 11-SHEET SET PREPARED BY NORTHPOINT ENGINEERING, LLC OF CONCORD, NEW HAMPSHIRE. APPROVED BY THE BOSCAMEN PLANNING BOARD ON OCTOBER 5, 2021. PLANS ON FILE AT THE TOWN OFFICE.

NOTES

- 1. THE PURPOSE OF THIS PLAN IS TO ASSIST IN THE CONVERSION OF THE MULTIPLE UNITS ON MAP 83 LOT 9 TO CONDOMINIUM UNITS. THE TOTAL LOT AREA OF LOT 9 IS 36,071 S.F. OR 0.828 AC. ALL ITEMS SHOWN HEREON IS SUBSTANTIALLY COMPLETE.
2. THE PARCEL SHOWN HEREON IS LOCATED IN THE COMMERCIAL ZONING DISTRICT AS SHOWN ON THE TOWN OF BOSCAMEN ZONING MAP, AND IS SUBJECT TO THE FOLLOWING DIMENSIONAL RESTRICTIONS:
(MINIMUM LOT SIZE 80,000 S.F.
MINIMUM FRONTAGE 100'
MINIMUM SETBACKS
FRONT 50'
REAR 20'
SIDE 10' *(COMMERCIAL BUILDING 50' FROM R-2 ZONE)
MAXIMUM LOT COVERAGE 40%
MAXIMUM HEIGHT 50'
3. THE INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY THIS OFFICE IN JANUARY 2024 USING A TOTAL STATION INSTRUMENT. THE BEARINGS ARE REFERENCED TO NH STATE PLANE AND THE VERTICAL DATUM IS NAVD88 BASED ON GPS OBSERVATIONS PERFORMED BY THIS OFFICE IN NOVEMBER 2018. THE TRAVERSE HAD AN CLOSURE OF ONE PART IN 15,000 OR BETTER, THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF A STANDARD PROPERTY SURVEY AS DEFINED IN THE NH CODE OF ADMINISTRATIVE RULES LAM 500.
4. LOT 9 MAY BE SUBJECT TO UTILITY EASEMENTS: SUSAN J. GAGE TO NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY FOR LINES OF POLES, BOOK 334 PAGE 131, DATED JUNE 2, 1899; AND DORIS L. JOHNSON TO CONCORD NATURAL GAS CORPORATION FOR 12" WIDE UNDERGROUND PIPELINE R.O.W.'S, BOOK 994 PAGE 317, DATED SEPTEMBER 21, 1966, (LOT 9 PREVIOUSLY CONTAINED A U-SHAPED DRIVEWAY, A HOUSE AND SEVERAL MOBILE HOMES WHICH WERE SERVED BY GAS LINES).
5. EACH INDIVIDUAL UNIT IS SERVED BY MUNICIPAL SEWER AND WATER, UNDERGROUND ELECTRIC & TELECOMM. AND UNDERGROUND GAS.
6. SEE SHEET 2 FOR UNDERGROUND UTILITIES AND LIMITED COMMON AREAS DIMENSIONS.
7. FOR LAYOUT AND INTERIOR DIMENSIONS OF UNITS SEE FLOORPLANS PREPARED BY SMP ARCHITECTURE OF CONCORD, NEW HAMPSHIRE, TO BE RECORDED.
8. THE REMAINDER OF THE LOT AREA OUTSIDE OF THE UNITS & THE LIMITED COMMON AREAS IS COMMON AREA.
9. THE PROPERTY DOES NOT FALL WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON THE FIRM MAP FOR THE TOWN OF BOSCAMEN, MAP#33013C03356, EFFECTIVE DATE APRIL 19, 2010.

CERTIFICATION

THIS PLAN IS HEREBY APPROVED BY THE BOSCAMEN PLANNING BOARD AT AN OFFICIAL MEETING HELD ON

DATE CHAIRPERSON OF THE BOSCAMEN PLANNING BOARD

OWNER OF RECORD

MAP 83 LOT 9
CYNTHIA & DAVID CARON
21 VILLAGE STREET
PENACOOK, NH 03303
BOOK 3610 PAGE 1795

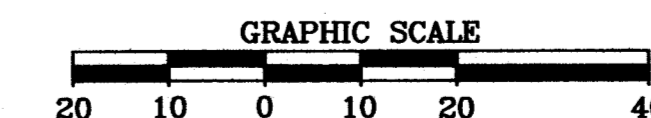


Table with columns: NO., REVISION, DATE

CONDOMINIUM DECLARATION SITE PLAN

VILLA BRASI CONDOMINIUM ASSESSOR'S MAP 83 LOT 9

VILLA BRASI LANE BOSCAMEN, NEW HAMPSHIRE SCALE: 1"=20' DATE: FEBRUARY 2024 SHEET 1 OF 2



T. F. BERNIER, INC. Land Surveyors - Designers - Consultants 50 PLEASANT STREET - P.O. BOX 3464 CONCORD, NEW HAMPSHIRE 03302-3464 Tel:(603)224-4148 - Fax:(603)224-0507

Table with columns: DESIGNED BY, DRAWN BY, CHECKED BY, F.B., PG., JOB #

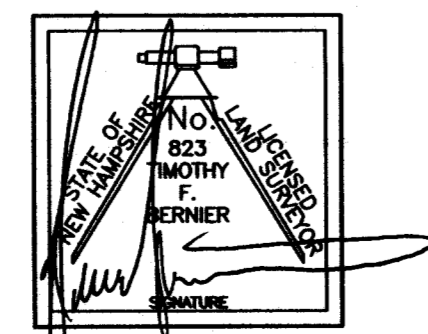
RSA 356:B-20

EXCEPT AS SHOWN HEREON, THIS PLAN COMPLIES WITH RSA 356-B-20 (I & V) AND ACCURATELY DEPICTS THE LAND AND IMPROVEMENTS THEREON. ALL UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE UNLESS OTHERWISE NOTED.

DATE: 3/5/24 TIMOTHY F. BERNIER LLS

I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION. THE DATE OF THE SURVEY WAS: JANUARY 2024.

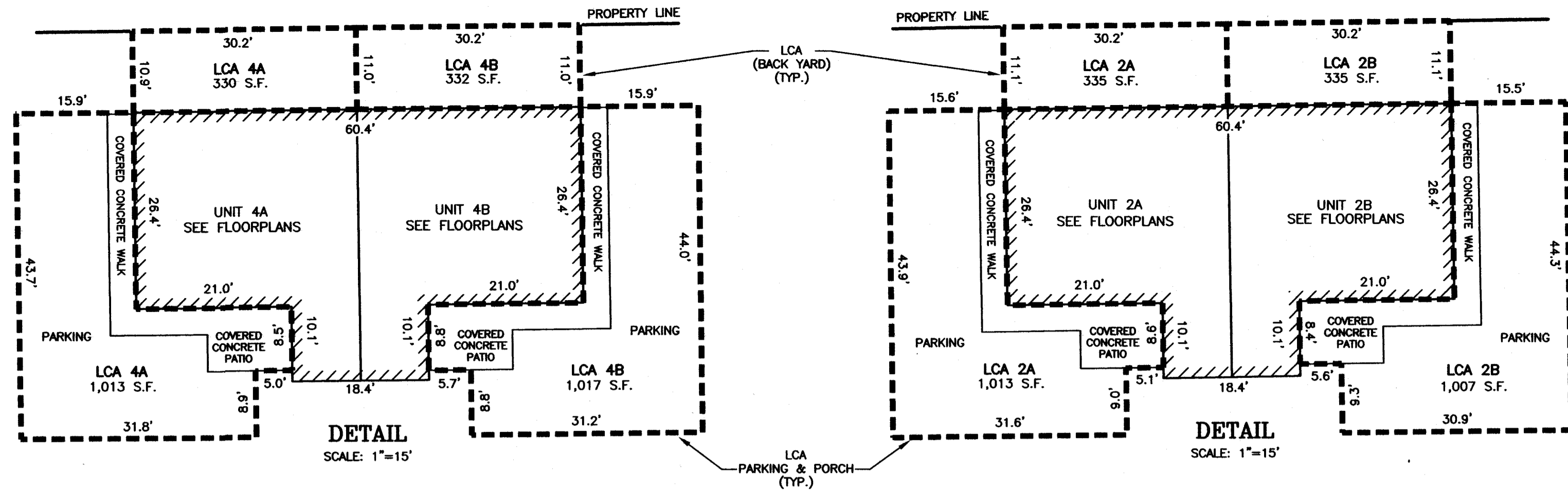
DATE: 3/5/24 TIMOTHY F. BERNIER LLS



FOR REGISTRY OF DEEDS USE ONLY

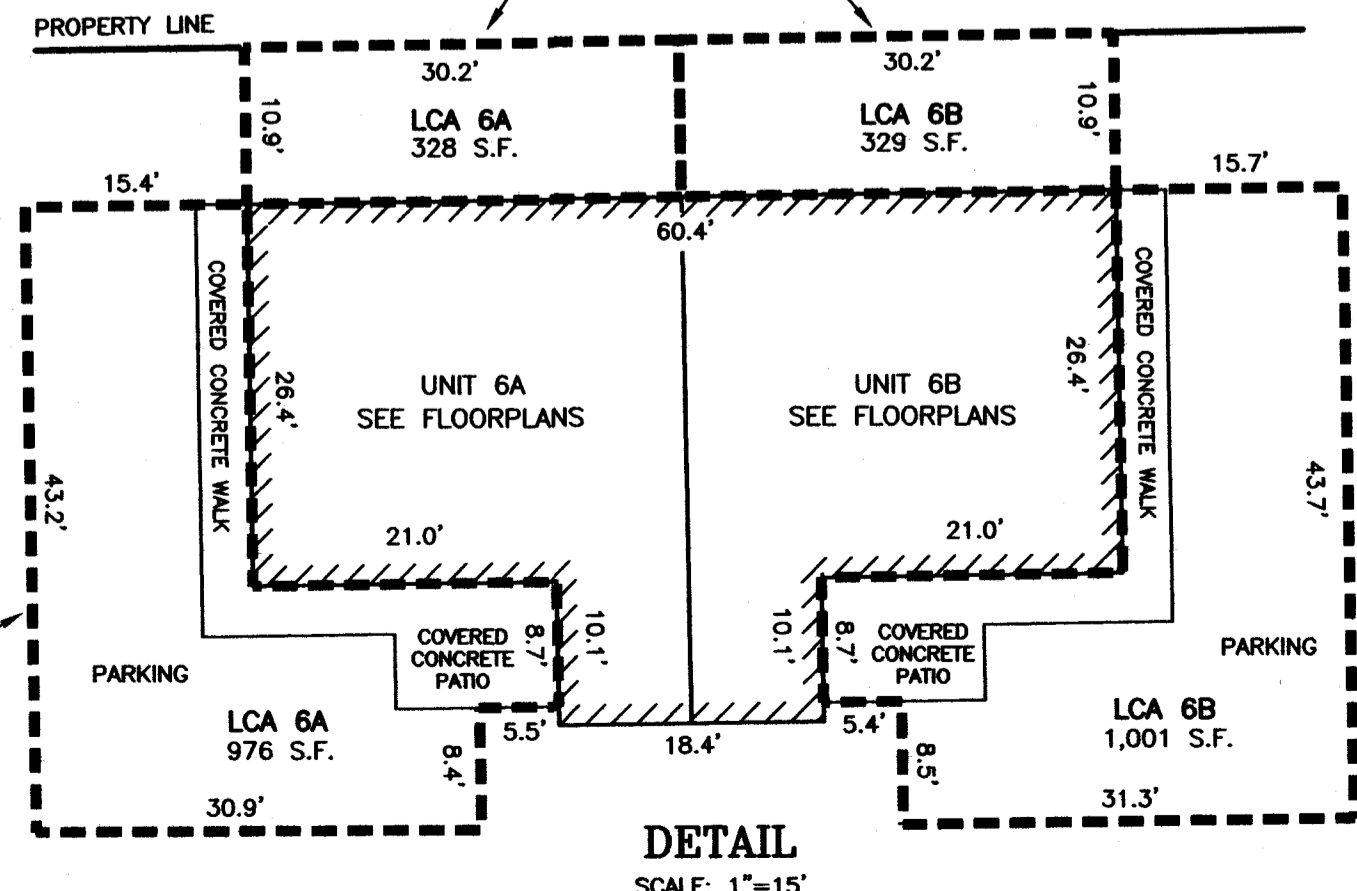
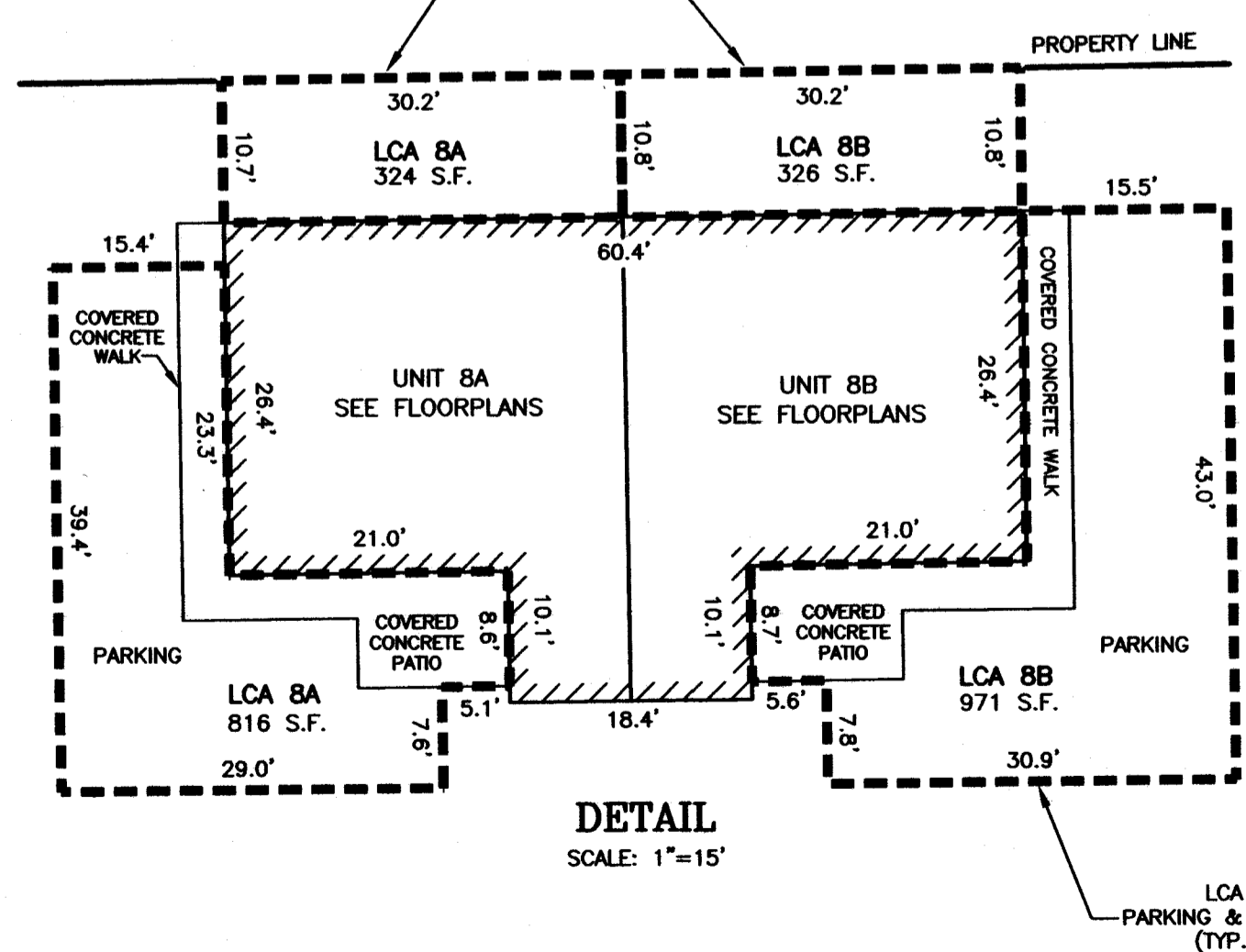
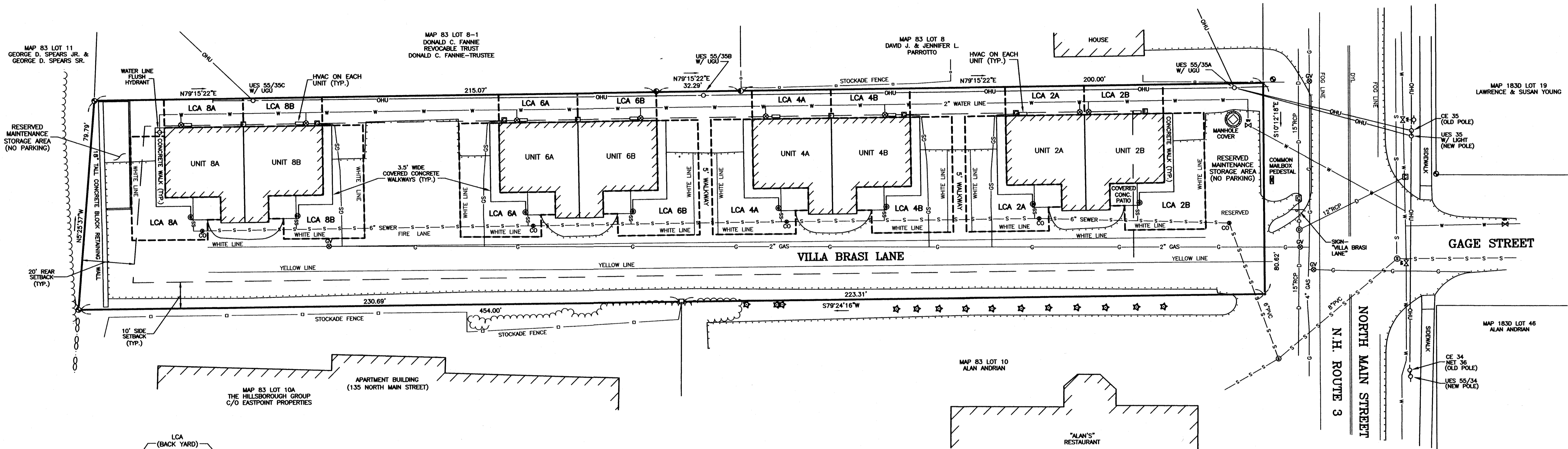
LEGEND

- GRANITE BOUND FOUND
- DRILL HOLE FOUND
- IRON ROD FOUND/SET
- IRON PIPE FOUND
- GAS VALVE
- (2) GAS METERS (GAS SERVICE FOR EACH UNIT)
- CATCH BASIN
- DRAIN MANHOLE
- SEWER MANHOLE
- HYDRANT
- CURB-STOP (WATER SERVICE TO EACH UNIT)
- GATE BOX
- ELECTRIC METER (UNDERGROUND UTILITIES)
- UTILITY POLE W/ANCHOR
- LANDSCAPE SHRUB/TREE
- EDGE OF PAVEMENT
- STONEWALL
- APPROXIMATE GAS LINE
- APPROXIMATE GAS SERVICE
- APPROXIMATE WATER LINE
- APPROXIMATE SEWER LINE
- APPROXIMATE 4" SEWER SERVICE
- APPROXIMATE STORM DRAIN
- OVERHEAD UTILITIES
- EDGE OF VEGETATION
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- GBF GRANITE BOUND FOUND
- B.G. BELOW GRADE
- LCA LIMITED COMMON AREA



NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE APPROXIMATE UNDERGROUND UTILITIES SERVING THE UNITS AND THE SIZE OF LIMITED COMMON AREAS ASSOCIATED WITH EACH UNIT (BACK YARD LCA & PARKING/PORCH LCA).
2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS APPROXIMATE, BASED UPON SURFACE EVIDENCE OBSERVED DURING THE SURVEY AND INFORMATION PROVIDED BY THE OWNER. CALL DIG SAFE PRIOR TO ANY EXCAVATION.
3. EACH INDIVIDUAL UNIT IS SERVED BY MUNICIPAL SEWER AND WATER, UNDERGROUND ELECTRIC & TELECOM. AND UNDERGROUND GAS.
4. FOR LAYOUT AND INTERIOR DIMENSIONS OF UNITS SEE FLOORPLANS PREPARED BY SMP ARCHITECTURE OF CONCORD, NEW HAMPSHIRE, TO BE RECORDED.



RSA 356-B-20

EXCEPT AS SHOWN HEREON, THIS PLAN COMPLIES WITH RSA 356-B-20 (I & V) AND ACCURATELY DEPICTS THE LAND AND IMPROVEMENTS THEREON. ALL UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE UNLESS OTHERWISE NOTED.

DATE: 3/6/24
TIMOTHY F. BERNIER LLS

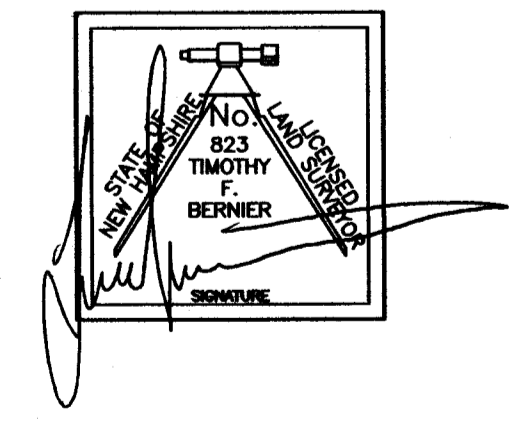
I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION. THE DATE OF THE SURVEY WAS: JANUARY 2024.

DATE: 3/5/24
TIMOTHY F. BERNIER LLS

CERTIFICATION

THIS PLAN IS HEREBY APPROVED BY THE BOSCAWEN PLANNING BOARD AT AN OFFICIAL MEETING HELD ON

DATE _____ CHAIRPERSON OF THE BOSCAWEN PLANNING BOARD

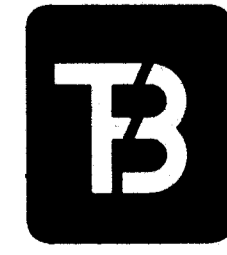


OWNER OF RECORD

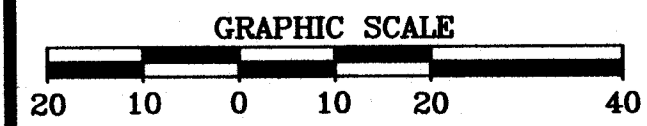
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BOOK 3610 PAGE 1795

CONDOMINIUM DECLARATION
SITE PLAN

VILLA BRASI
CONDOMINIUM
ASSESSOR'S MAP 83 LOT 9
VILLA BRASI LANE
BOSCAWEN, NEW HAMPSHIRE
SCALE: 1"=20' DATE: FEBRUARY 2024
SHEET 2 OF 2

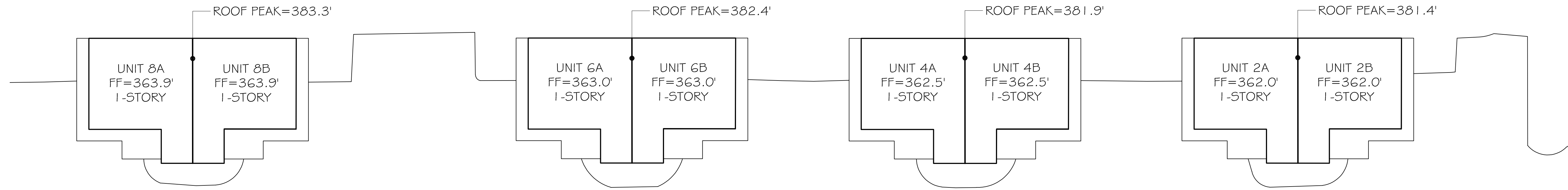


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50 PLEASANT STREET - P.O. BOX 3464
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Tel:(603)224-4148 - Fax:(603)224-0507



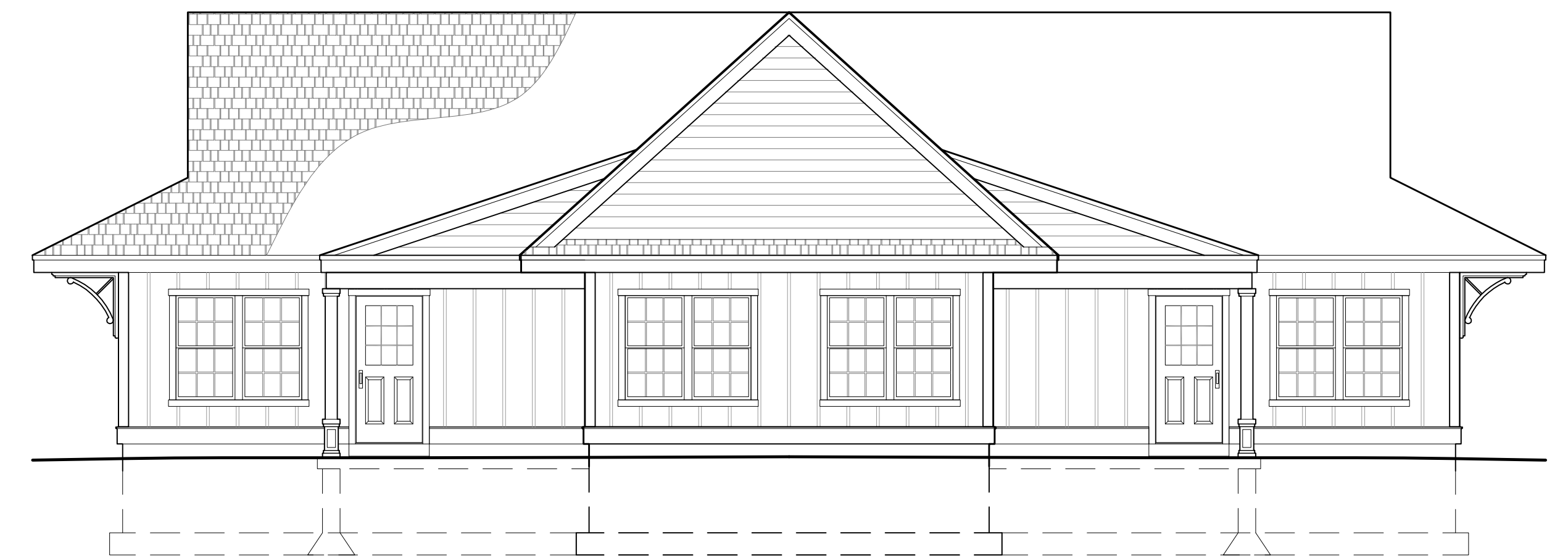
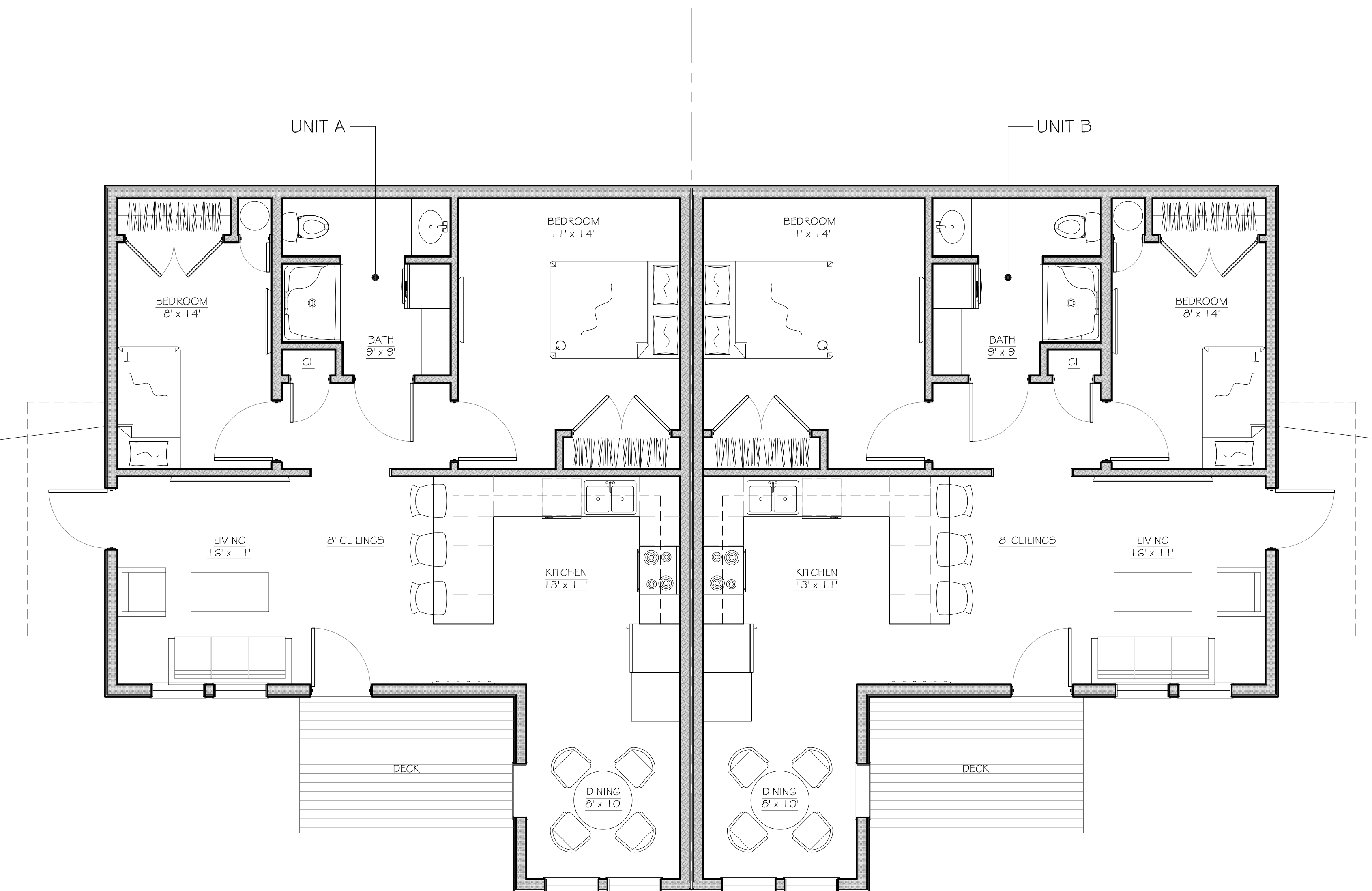
NO.	REVISION	DATE

DESIGNED BY	DRAWN BY	CHECKED BY	F.B.	P.C.	JOB #
					603-02

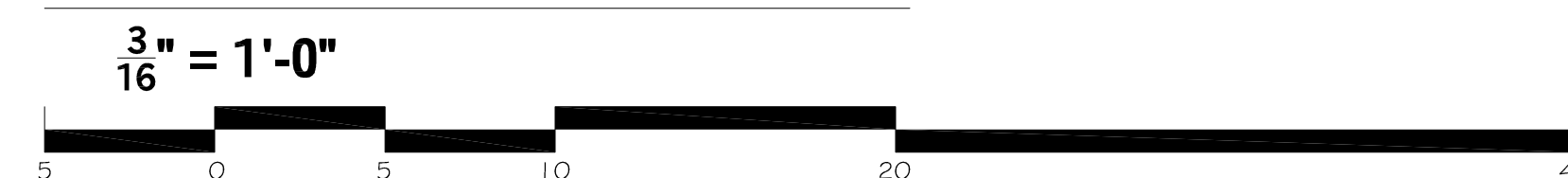


Villa Brasi Lane

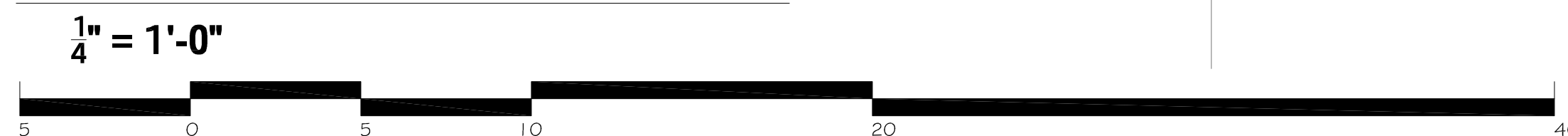
Site Diagram - See Official Site Plan Proposed by T.F. Bernier
N.T.S.



Exterior Elevation



Sheet 1 of 1
Main Floor Plan



Villa Brasi Condominium Villa Brasi Lane, Boscawen NH

Assessor's Map 83 Lot 9

Total Unit Square Footage	
Unit 2A	800 Square Feet
Unit 2B	800 Square Feet
Unit 4A	800 Square Feet
Unit 4B	800 Square Feet
Unit 6A	800 Square Feet
Unit 6B	800 Square Feet
Unit 8A	800 Square Feet
Unit 8B	800 Square Feet

Architect:
Sheerr McCrystal Palson Architecture inc.
30 South Main Street
Concord NH 03301

I CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE LAYOUT, UNIT NUMBERS, AND DIMENSIONS OF UNITS AS BUILT.

CERTIFICATION

THIS PLAN IS HEREBY APPROVED BY THE BOSCAWEN PLANNING BOARD AT AN OFFICIAL MEETING HELD ON _____

DATE _____ CHAIRPERSON OF THE BOSCAWEN PLANNING BOARD

RESERVED FOR PLANNING BOARD USE ONLY

REGISTRY USE ONLY

