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MARK C. SARGENT, L.L.S.

DANIEL J. MULLEN, L.L.S.

Est. 1973

- BOUNDARY SURVEYS
 - SUBDIVISIONS
 - DESIGN AND LAYOUT
- ON-SITE SANITARY SEWAGE SYSTEMS
 - GPS CONTROL

Project Narrative

Application for Condominium Conversion—Map 7414, Lot 127

The subject premises is located at 45 Concord Street with frontage on Beaver Street. The property has two single-family homes and a gravel driveway/parking area, that can accommodate four vehicles. The applicant obtained variances for lot coverage, front and side yard requirements and for the reduction in the required frontage and minimum lot area. The applicant proposes to create a two-unit condominium, each unit will have a water meter and share a common sanitary sewer connection. Limited common areas will be created to accommodate parking and access to each building.

February 16, 2026

To: Concord Planning Board
41 Green Street
Concord, NH 03301

From: Seth Hipple
45 Concord Street
Concord, NH 03301

Re: Application for Subdivision—Map 7414Z, Lot 127

Dear Chairman & Members of the Board;

Representatives from Richard D Bartlett & Assoc, LLC are authorized to represent me before the Planning Board for an application for a condominium conversion at 45 Concord Street.

Sincerely;



Seth Hipple

**BYLAWS
OF
45 CONCORD STREET / 1 BEAVER STREET CONDOMINIUM**

These Bylaws are adopted pursuant to RSA 356-B and the Declaration of Condominium of the 45 Concord Street / 1 Beaver Street Condominium (the "Declaration").

ARTICLE I – ASSOCIATION

1.1 Association

The Association is the unit owners' association created automatically upon recordation of the Declaration. All Unit Owners are members.

1.2 Purpose

The purpose of the Association is to administer, operate, maintain, and govern the Condominium in accordance with the Declaration, these Bylaws, and RSA 356-B.

ARTICLE II – MEMBERSHIP AND VOTING

2.1 Membership

Each Unit Owner is a member of the Association. Membership is appurtenant to ownership of a Unit and may not be separated.

2.2 Voting

Each Unit is entitled to **one (1) vote**. Voting power is equal regardless of Unit size or value.

ARTICLE III – GOVERNANCE

3.1 Management by Unit Owners

Because the Condominium consists of only two (2) Units, the Association shall be managed directly by the Unit Owners. No separate board of directors is required.

3.2 Action by Agreement

Except as otherwise provided herein, Association action requires the agreement of both Unit Owners.

ARTICLE IV – COMMON EXPENSES AND ASSESSMENTS

4.1 Common Expenses

Common Expenses include all costs of maintaining, repairing, replacing, insuring, and operating the Common Elements and Limited Common Elements, including but not limited to:

- Driveway maintenance and snow removal
- Shared utility systems
- Insurance required by the Declaration
- Professional services
- Mediation and arbitration costs

4.2 Allocation

All Common Expenses shall be shared **fifty percent (50%) by Unit 1 and fifty percent (50%) by Unit 2**, unless otherwise expressly provided in the Declaration.

4.3 Assessments

The Association may levy assessments as reasonably necessary to pay Common Expenses. Assessments shall be payable within thirty (30) days of written notice.

4.4 Failure to Pay

Unpaid assessments shall constitute a lien against the Unit as permitted by RSA 356-B:46 and the Declaration, and may be collected by lawful means.

ARTICLE V – MAINTENANCE AND REPAIRS

5.1 Unit Owner Responsibility

Each Unit Owner shall maintain, repair, and replace their Unit at their own expense, including interior systems and fixtures serving only that Unit.

5.2 Common Elements

The Association is responsible for maintenance, repair, and replacement of the Common Elements and Limited Common Elements, subject to cost allocation under these Bylaws and the Declaration.

5.3 Driveway

Although the driveway is designated as a Limited Common Element, all maintenance, repair, and snow removal costs shall be shared equally, and all Unit Owners shall comply with the easement and access provisions of the Declaration.

ARTICLE VI – INSURANCE

6.1 Insurance Structure

Insurance shall be maintained in strict accordance with **Article VIII of the Declaration**, which governs:

- Master policy requirements during common ownership
- Separate policy requirements following sale to a non-affiliated owner
- Optional reinstatement of a master policy by unanimous agreement

6.2 Evidence of Insurance

Each Unit Owner shall provide proof of required insurance coverage upon reasonable request.

ARTICLE VII – ENTRY AND ACCESS

7.1 Access Rights

Each Unit Owner and the Association shall have the right to enter another Unit or Limited Common Element:

- For maintenance and repair
- For utility access
- In emergencies
as provided in the Declaration.

7.2 Damage

Any damage caused by entry shall be repaired promptly by the party responsible for the entry.

ARTICLE VIII – DEADLOCK AND DISPUTE RESOLUTION

8.1 Status Quo

In the event of disagreement, no non-emergency action shall be taken until resolution.

8.2 Emergency Repairs

Either Unit Owner may undertake Emergency Repairs without prior approval where necessary to protect health, safety, habitability, or access. Costs shall be assessed as a Common Expense.

8.3 Mediation and Arbitration

Disputes not resolved within thirty (30) days shall be submitted to mediation, and if unsuccessful, to binding arbitration in Merrimack County, New Hampshire, as provided in the Declaration.

8.4 Professional Determinations

Disputes concerning the necessity or scope of repairs to the driveway or shared utilities shall be resolved by a licensed professional retained by the Association, whose determination shall be binding.

ARTICLE IX – USE RESTRICTIONS

9.1 Residential Use

Units shall be used solely for residential purposes.

9.2 Nuisance

No Unit Owner shall engage in conduct that unreasonably interferes with the use and enjoyment of another Unit.

ARTICLE X – AMENDMENTS

10.1 Amendments

These Bylaws may be amended only by **unanimous written agreement** of the Unit Owners, subject to any lender consent required by law or the Declaration.

ARTICLE XI – MISCELLANEOUS

11.1 Governing Law

These Bylaws shall be governed by the laws of the State of New Hampshire.

11.2 Severability

Invalid provisions shall not affect the validity of the remainder.

The foregoing were adopted as bylaws of 45 Concord Street / 1 Beaver Street Condominium to take effect on the same date as they were adopted, this ____ day of _____, 20__.

APPROVED:

Seth Hipple
President and Declarant

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Seth Hipple, being personally known to me or having provided evidence of identity.

Notary Public/Justice of the Peace

(seal)

DECLARATION OF CONDOMINIUM
OF
45 CONCORD STREET / 1 BEAVER STREET CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made this ___ day of _____, 20___, by Seth Hipple, of 12 Pine Acres Road, Unit #1223, Concord, New Hampshire 03301 (the "Declarant").

WHEREAS, the Declarant is the fee simple owner of certain real property located in the City of Concord, County of Merrimack, State of New Hampshire, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"); and

WHEREAS, the Declarant desires to submit the Land and the improvements thereon to condominium ownership pursuant to RSA Chapter 356-B; and

WHEREAS, the Declarant intends to create a two-unit residential condominium with shared infrastructure.

NOW THEREFORE, the Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the improvements located thereon, and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of the conversion of said premises into condominium units; and said restrictions, covenants, conditions, uses, limitations, and obligations are intended to enhance and protect the value and desirability of the Condominium as a whole and to mutually benefit each of the servitudes upon each of said condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said condominium units, including the Declarant, and her grantees, heirs, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including the Declarant, and her grantees, heirs, successors, and assigns.

ARTICLE I – DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meanings set forth below:

1.1 **“Act”** means RSA Chapter 356-B, as amended.

1.2 **“Association”** means the unit owners’ association created pursuant to this Declaration, consisting of all Unit Owners.

1.3 **“Bylaws”** means the bylaws of the Association adopted pursuant to Article VIII hereof.

1.4 **“Common Elements”** means all portions of the Condominium other than the Units, including those areas designated as Limited Common Elements.

1.5 **“Condominium”** means the real property submitted to condominium ownership by this Declaration, known as the *45 Concord Street / 1 Beaver Street Condominium*.

1.6 **“Condominium Plans”** means the site plan and any other plans recorded contemporaneously with this Declaration and labeled as the condominium plans.

1.7 **“Declarant”** means Seth Hipple, and his heirs, successors, and assigns.

1.8 **“Limited Common Elements”** means those portions of the Common Elements designated for the exclusive or primary use of one Unit, as set forth in Article V and shown on the Condominium Plans.

1.9 **“Unit”** means a physical portion of the Condominium designated for separate ownership, as described in Article III.

1.10 **“Unit Owner”** means the person or entity owning fee simple title to a Unit.

ARTICLE II – SUBMISSION TO CONDOMINIUM OWNERSHIP

2.1 **Submission.** The Declarant hereby submits the Land, together with all buildings, improvements, easements, and appurtenances thereon, to condominium ownership pursuant to the Act.

2.2 **Name.** The Condominium shall be known as the **45 Concord Street / 1 Beaver Street Condominium**.

ARTICLE III – DESCRIPTION OF UNITS

3.1 Number of Units. The Condominium consists of **two (2) residential Units**, designated as **Unit 1** and **Unit 2**.

3.2 Unit Identification.

- **Unit 1** is commonly known as **45 Concord Street, Concord, NH 03301**.
- **Unit 2** is commonly known as **1 Beaver Street, Concord, NH 03301**.

Street addresses are for identification only and do not define Unit boundaries.

3.3 Unit Boundaries. Each Unit consists of the interior space of the residential structure designated as such on the Condominium Plans, with boundaries defined by the unfinished interior surfaces of the perimeter walls, floors, and ceilings, unless otherwise shown on the Plans.

3.4 Residential Use. Each Unit shall be used exclusively for residential purposes.

ARTICLE IV – COMMON ELEMENTS

4.1 Common Elements Generally. The Common Elements include all portions of the Condominium other than the Units, including but not limited to:

- The Land;
- Foundations, structural components, and exterior walls;
- Utility systems serving more than one Unit;
- Areas shown as Common or Limited Common Elements on the Condominium Plans.

ARTICLE V – LIMITED COMMON ELEMENTS

5.1 Driveway. The driveway serving the Condominium is designated as a **Limited Common Element**, with portions appurtenant to each Unit as shown on the Condominium Plans.

5.2 Nature of Limited Common Elements. Notwithstanding such designation, all Limited Common Elements remain part of the Common Elements and are subject to the easements and use rights set forth in this Declaration.

ARTICLE VI – EASEMENTS

6.1 Mutual Access Easements. Each Unit is hereby granted an appurtenant, perpetual, non-exclusive easement over and across all Common Elements and Limited Common Elements for:

- Ingress and egress;
- Vehicular and pedestrian access;
- Snow removal;
- Installation, use, maintenance, repair, and replacement of utilities;
- Maintenance, repair, and replacement of the driveway and other shared improvements.

6.2 Scope of Easements. Such easements include the right to enter upon Limited Common Elements appurtenant to another Unit, with vehicles, equipment, and personnel, and to temporarily obstruct portions thereof, as reasonably necessary for the permitted purposes, without the consent of the affected Unit Owner.

6.3 Emergency Access. In the event of an emergency affecting health, safety, habitability, or access, any Unit Owner may exercise the foregoing easement rights immediately.

ARTICLE VII – PERCENTAGE INTERESTS

7.1 Percentage Interests. Each Unit shall have a **fifty percent (50%)** undivided interest in the Common Elements.

7.2 Voting. Each Unit shall be entitled to **one (1) vote** in Association matters.

7.3 Common Expenses. All Common Expenses, including maintenance of the driveway, utilities, insurance, and professional services, shall be shared **50% by Unit 1 and 50% by Unit 2**, unless otherwise expressly provided.

ARTICLE VIII – INSURANCE

8.1 Initial Ownership Period. While both Units are owned by the Declarant, or by entities wholly owned and controlled by the Declarant, the Association shall maintain a **master hazard insurance policy** covering both residential structures and the Common Elements.

8.2 Post-Sale Default Structure. Upon conveyance of either Unit to a non-affiliated third party, the default insurance structure shall be:

- Separate hazard insurance policies maintained by each Unit Owner covering their respective Units;
- Liability insurance maintained by each Unit Owner;
- Mutual waivers of subrogation and cross-indemnification as set forth in the Bylaws.

8.3 Optional Master Policy. The Unit Owners may, by unanimous written agreement, elect to maintain or reinstate a master insurance policy, with premiums allocated equally.

8.4 Transfers to Affiliated Entities. Transfers of a Unit to an entity wholly owned and controlled by the Declarant shall not trigger a change in insurance structure.

ARTICLE IX – ASSOCIATION AND BYLAWS

9.1 Association. The Association is automatically created upon recordation of this Declaration.

9.2 Bylaws. The Bylaws governing the Association are adopted pursuant to the Act and shall be recorded or recorded by reference.

ARTICLE X – DEADLOCK AND DISPUTE RESOLUTION

10.1 Status Quo. In the event of a deadlock between the Unit Owners, no action shall be taken except for Emergency Repairs.

10.2 Emergency Authority. Any Unit Owner may undertake Emergency Repairs and assess costs in accordance with this Declaration and the Bylaws.

10.3 Mediation and Arbitration. Any dispute not resolved within thirty (30) days shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration in Merrimack County, New Hampshire.

10.4 Professional Determinations. Disputes concerning the necessity or scope of repairs to the driveway or shared utilities shall be resolved by a licensed professional retained by the Association, whose determination shall be binding.

ARTICLE XI – AMENDMENTS

11.1 **Prior to Sale.** Until conveyance of a Unit to a party other than the Declarant, this Declaration may be amended by the Declarant alone.

11.2 **After Sale.** Thereafter, this Declaration may be amended only by unanimous written agreement of the Unit Owners, subject to lender consent where required.

ARTICLE XII – MISCELLANEOUS

12.1 **Governing Law.** This Declaration shall be governed by New Hampshire law.

12.2 **Severability.** Invalid provisions shall not affect the validity of the remainder.

IN WITNESS WHEREOF, The Declarant executes this instrument:

Date

Seth Hipple

Date

Witness
Name: _____

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by Seth Hipple, being personally known to me or having provided evidence of identity.

Notary Public/Justice of the Peace

(seal)

EXHIBIT A

The Submitted Land

A certain tract or parcel of land, together with the buildings thereon, situated in the City of Concord, County of Merrimack, State of New Hampshire, on 45 Concord Street, Concord, NH 03301 and on 1 Beaver Street, Concord, NH 03301 so-called, bounded and described as follows:

Beginning at the southeasterly intersection of Concord Street and Beaver Street; thence easterly by Concord Street 4 ½ rods; thence southerly parallel with Beaver Street by land now or formerly of John Potter five (5) rods; thence westerly with Concord Street 4 ½ rods; thence northerly by Beaver Street five (5) rods to the point of beginning.

Containing 22 ½ square rods of land, more or less.

Meaning and intending hereby to describe and convey all my right, title and interest in and to the same premises described in the Warranty Deed of the Eric F. Keeler April 1999 Revocable Trust dated November 6, 2009 and located at Book 3164, Pages: 1785 – 1786 in the Merrimack, NH Registry of Deeds, which granted this property to Seth Hipple and Elizabeth Hipple on the same date, as well as in the Quitclaim Deed of Elizabeth Rachel Hipple signed May 12, 2011 and recorded on May 20, 2011 at Book 3255, pages 1532 - 1533.