

# **RICHARD D. BARTLETT & ASSOCIATES, LLC**

LICENSED LAND SURVEYORS  
214 NORTH STATE STREET  
CONCORD, N.H. 03301

Tel. (603)225-6770

MARK C. SARGENT, L.L.S.

DANIEL J. MULLEN, L.L.S.

Est. 1973

E-mail: [info@richarddbartlett.com](mailto:info@richarddbartlett.com)

<http://www.richarddbartlett.com>

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

## **Project Narrative**

**Application for Re Subdivision—Map 7942Z, Lots 31-A & 31-B**

The subject premises are located at 6 McKinley Street and 1 Matthew Street. The properties are ten-unit residential condominium. Currently the site has two areas, located on the South Main Street portion of the property, that have been designated as convertible land. The application before the Board requested that the convertible land area be eliminated and become common area. Given the simply nature of the application and that the site was built out in 1996 an as built survey was never conducted of the property. The improvements shown on the plat are based on the proposed site plan and a recent site review.

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October 16, 2024

Planning Board  
City of Concord  
41 Green Street  
Concord, NH 03301

Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Section 12.07 of the Concord Subdivision Regulations. The regulation calls for the delineation of wetland soils.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The subject properties are in the urban portion of the City, small in size and have no wetlands soils.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The parcel is developed and has no wetland soils.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; Because this properties is developed and no additional improvements are proposed, and there are no visible wetland soils on the property further investigation by a wetland scientist is unnecessary.

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; Because there are no wetland soils on the property, lack of a wetland delineation will not be contrary to the regulation.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The parcel meets and exceed the requirements and will not vary the provisions of the master plan and official map.

Thank you for your consideration.

Sincerely,

*Mark C Sargent*

Mark C. Sargent, LLS

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October 16, 2024

Planning Board  
City of Concord  
41 Green Street  
Concord, NH 03301

Re: Application for Amended Condominium Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Sections 12.08(23) a,b,c & d of the Concord Subdivision Regulations. The regulation calls for the tabulation of data. This application is for a developed site, which no further improvements are proposed, a complete survey of the site was not conducted and therefore tabulation of useable and buildable area, lot coverage and other requirements can not be calculated. The property was developed in 1996 and the application is to amend the condominium to eliminate the convertible lands.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed and the application calls for the removal of the convertible land the tabulation of various elements won't enhance this application.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

Thank you for your consideration.

Sincerely,

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October 16, 2024

Planning Board  
City of Concord  
41 Green Street  
Concord, NH 03301

Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Sections 12.08(3) and 15.03(4) of the Concord Subdivision Regulations. The regulation calls for existing topographic conditions to be shown. This application is for a developed site, which no further improvements are proposed, therefore, measurement of the topographic conditions will not enhance this application.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of topographic data will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

Thank you for your consideration.

Sincerely,

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December 18, 2024

Planning Board  
City of Concord  
41 Green Street  
Concord, NH 03301

Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Sections 12.08(10) and 15.03(15) of the Concord Subdivision Regulations. The regulation requires the location, type, size and rim and invert elevation of municipal utilities be shown. This application is for a developed site, which no further improvements are proposed, the site is serviced by municipal sanitary sewer and water and a storm sewer system is within the streets surround the property.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of municipal utilities will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

Thank you for your consideration.

Sincerely,

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December 18, 2024

Planning Board  
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Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Section 12.08(11) of the Concord Subdivision Regulations. The regulation requires the location, type and size of non-municipal utilities be shown. This application is for a developed site, which no further improvements are proposed, the site is serviced by non-municipal .

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of non-municipal utility connections will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

Thank you for your consideration.

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Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Section 12.08(16) of the Concord Subdivision Regulations. The regulation requires the location and size of ground signs be shown. This application is for a developed site, which no further improvements are proposed, therefore, depicting the location of signs will not enhance this application.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of existing signs will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

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Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Section 12.08(20) of the Concord Subdivision Regulations. The regulation requires the location, type and size of existing vegetation be shown. This application is for a developed site, which no further improvements are proposed, therefore, depicting existing vegetation will not enhance this application.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of existing vegetation will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular and unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out; As mentioned previously the application only involves the elimination of the existing convertible lands, a complete detailed survey would be an unnecessary burden on the applicants and not enhance the application

Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map. The proposed and remaining parcels will meet and exceed the requirements and not vary the provisions of the master plan and official map.

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Re: Application for Amended Condominium  
Map 7942Z, Lots 31-A & 31-B

Dear Chairman and Members of the Board,

On behalf of the above referenced applicants, we are hereby requesting a waiver to Section 15.03(11) of the Concord Subdivision Regulations. The regulation requires the location, size and rim and invert elevation of the existing sanitary sewer be shown. This application is for a developed site, which no further improvements are proposed, the site is serviced by municipal sanitary sewer.

The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property; The site is an existing condominium with two buildings and a total of ten units. Whereas no improvements are proposed the absence of the sanitary sewer connections and elevations will not be detrimental to the public safety, health, or welfare.

The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property; The application simply involves an amendment to the condominium to eliminate the convertible lands.

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Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of the regulations; The parcel is developed and no further improvements are proposed as part of the this application.

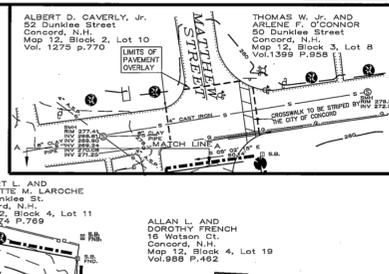
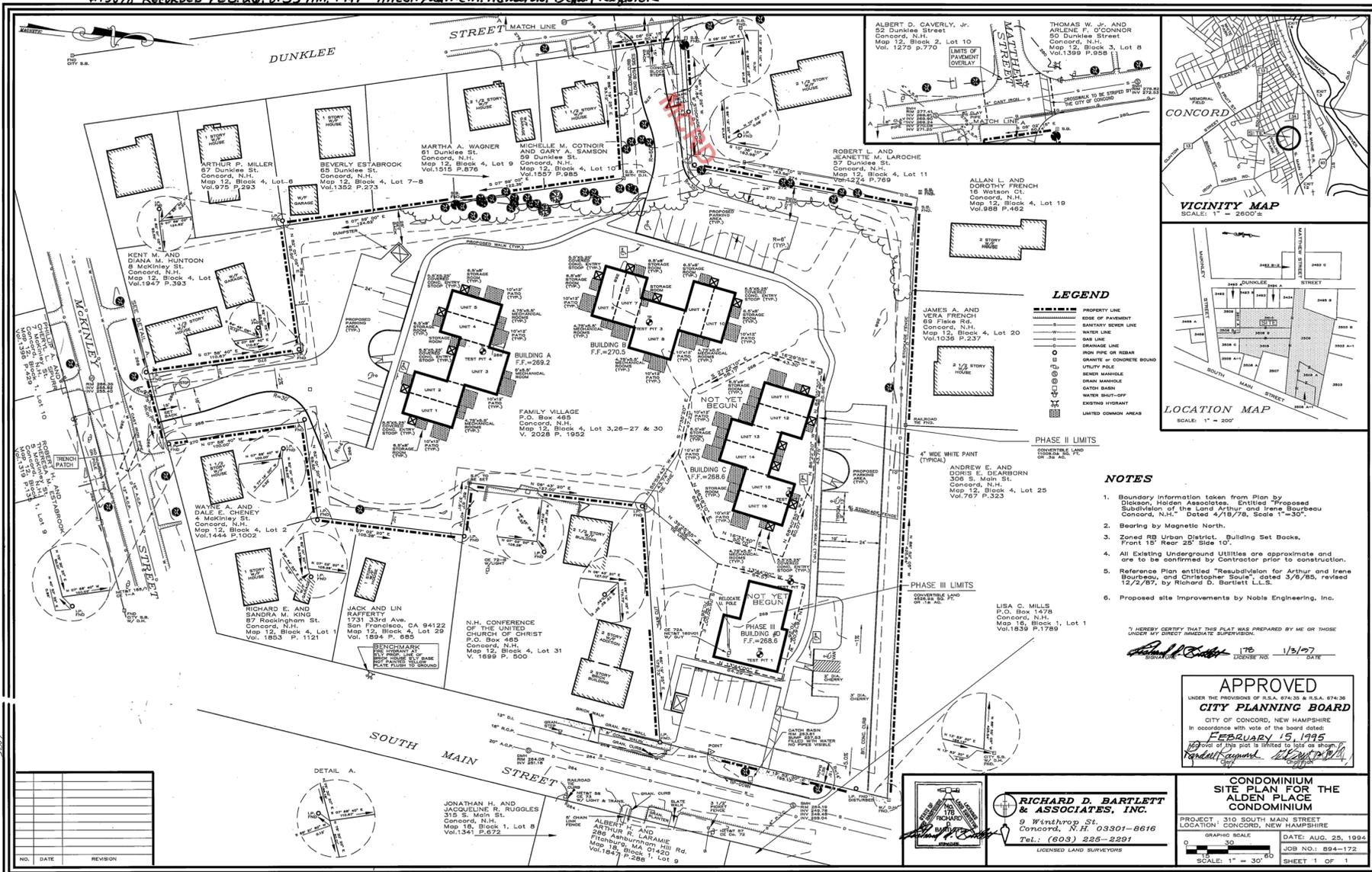
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Thank you for your consideration.

Sincerely,

*Mark C Sargent*

Mark C. Sargent, LLS



**LEGEND**

- PROPERTY LINE
- EDGE OF PAVEMENT
- SANITARY SEWER LINE
- WATER LINE
- GAS LINE
- DRAINAGE LINE
- IRON PIPE OR REBAR
- GRANTS OF CONCRETE BOUND
- UTILITY POLE
- SEWER MANHOLE
- DRAIN MANHOLE
- GATCH BASIN
- WATER SHUT-OFF
- EXISTING HYDRANT
- LIMITED COMMON AREAS

**NOTES**

1. Boundary information taken from Plan by Dickson, Holden Associates, Entitled "Proposed Subdivision of the Land Arthur and Irene Bourbeau, Concord, N.H.", Dated 4/18/78, Scale 1" = 30'.
2. Bearing by Magnetic North.
3. Zoned RB Urban District, Building Set Backs, Front 10' Rear 25' Side 10'.
4. All Existing Underground Utilities are approximate and are to be confirmed by Contractor prior to construction.
5. Reference Plan entitled "Resubdivision for Arthur and Irene Bourbeau, and Christopher Soule", dated 3/9/85, revised 12/2/87, by Richard D. Bartlett L.L.S.
6. Proposed site Improvements by Noble Engineering, Inc.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT IMMEDIATE SUPERVISION.  
 [Signature] 176 LICENSE NO. 1/3/97 DATE

**APPROVED**  
 UNDER THE PROVISIONS OF R.S.A. 874:30 & R.S.A. 874:36  
**CITY PLANNING BOARD**  
 CITY OF CONCORD, NEW HAMPSHIRE  
 In accordance with vote of the board dated:  
**FEBRUARY 15, 1995**  
 [Signatures]

**RICHARD D. BARTLETT & ASSOCIATES, INC.**  
 9 Winthrop St.  
 Concord, N.H. 03301-8616  
 Tel.: (603) 225-2291  
 LICENSED LAND SURVEYORS

**CONDOMINIUM SITE PLAN FOR THE ALDEN PLACE CONDOMINIUM**  
 PROJECT: 310 SOUTH MAIN STREET  
 LOCATION: CONCORD, NEW HAMPSHIRE  
 GRAPHIC SCALE: 0 30 60  
 SCALE: 1" = 30'  
 DATE: AUG. 25, 1994  
 JOB NO.: 894-172  
 SHEET 1 OF 1

B-3-24-00 #13878 8:35 AM 2/26/97

NO.	DATE	REVISION

322.00 Eugene Sullivan  
2.- Pick-up

**THIRD AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
ALDEN PLACE CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION is made this 30th day of July, 2024, by ALDEN PLACE CONDOMINIUM OWNERS ASSOCIATION, New Hampshire nonprofit corporation (the "Declarant"), and the owners of the units at Alden Place Condominium with an address of 6 McKinley Street, Concord, New Hampshire 03301 and the owners of the existing units at Alden Place Condominium located at 1 Matthew StreetStreet, namely **Monique Robbins**, the owner of Unit 1; **Mark Galusha and Rebecca Galusha**, the owners of Unit 2; **Rachael Landry**, the owner of Unit 3; **Maureen Rowley**, the owner of Unit 4; **Nancy Sharon**, the owner of Unit 5; **Elyse O'Rourke**, the owner of Unit 6; **David Hopper**, the owner of Unit 7; **James Piet and Patricia Vincent-Piet**, the owner of Unit 8; **Judith Brideau and Jenna Brideau**, the owner of Unit 9; and **Kendra Garvin and Jonathan Sinclair**, the owners of Unit 10 (hereinafter collectively referred to as the "Unit Owners") for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (the "Act").

**Factual Background**

- A. Alden Place Condominium was a leasehold condominium created under a Declaration of Condominium dated March 9, 1998 and recorded in the Merrimack County Registry of Deeds at Book 2090, Page 31, amended by a First Amendment to the Declaration of Condominium for Alden Place Condominium dated November 19, 2008 and recorded in the Merrimack County Registry of Deeds at Book 3123, Page 706 (the "Leasehold Declaration") on property located at 6 McKinley Street, Concord, New Hampshire, more fully described in Article 12 hereof (the "Common Premises").

- B. The leasehold interest upon which the Condominium was established was terminated by a Termination of Lease Agreement executed on February 23, 2012 and recorded in the Merrimack County Registry of Deeds at Book 3033, Page 1283; and the real property, formerly leased, was transferred in equal shares in fee as tenants in common to the ten Unit Owners of Alden Place Condominiums (1/10) by deed dated February 29, 2011 and recorded in the Merrimack County Registry of Deeds at Book 3033, Page 1297; with said share tied to the ownership of the condominium and running with any the sale of any of said Units by deed dated February 29, 2011 and recorded in the Merrimack County Registry of Deeds at Book 3033, Page 1297.**
- C. The Declaration of Condominium was again amended by an Amended and Restated Declaration of Condominium for Alden Place Condominium (second amendment) dated February 16, 2012 and recorded at the Merrimack County Registry of Deeds at Book 3303, Page 1302 to reflect the termination of the lease and sale of the real property.**
- D. By both the February 29, 2011 deed and the 2012 Amended and Restated Declaration of Condominium for Alden Place Condominium , the Grantee and the Declarant thereof, Family Village Corporation, retained or reserved certain rights to certain portions of the Common Area defined as Convertible Land.**
- E. Those reserved rights are set forth in Article 11 of the 2012 Amended and Restated Declaration of Condominium, Family Village Corporation wherein Family Village Corporation had the right to construct ten (10) additional Condominium Units on the Convertible Land.**

- F. The Option set forth in Article 11 thereof, specifically provides that, [t]he option to convert may be exercised by the Declarant upon the execution by it of an amendment to this Declaration which shall be filed for record at the Merrimack County Registry of Deeds by no later than April 20, 2014 or such period longer than five (5) years as may be permitted for such purposes under the Condominium Act . . . .” Section 11-1000, 2012 Amended and Restated Declaration of Condominium.
- G. Section 11-1000 further provides that “in the event [the] option is not exercised within the time period specified . . . it shall in all respects expire and be of no further force and effect.”
- H. The Option having expired and the Declarant, Family Village Corporation, having been Administratively Dissolved by the New Hampshire Secretary of State, it is now necessary for the current ten (10) Unit Owners to amend and restate the Declaration and Bylaws to effectuate necessary and desirable modifications to adapt to current circumstances and to establish the Alden Place Condominium Owners Association as the Declarant hereafter.
- I. THIS THIRD AMENDED AND RESTATED DECLARATION hereby amends and supersedes the February 16, 2012 Amended and Restated Declaration of Condominium for Alden Place Condominium .

***Declaration of Condominium:***

The Declarant and the Unit Owners hereby declare that all of the property described in Exhibit A attached hereto, including the Common Premises, all of the Units and other 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 establishment of a fee simple interest condominium on the property; 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 Units in favor of each and all other Units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said Units, including the Declarant, and their 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, the Unit Owners, and their grantees, heirs, successors, and assigns.

***Provisions of Condominium:***

**ARTICLE 1. DEFINITIONS.**

- 1-100 As used in this Declaration and in the By-Laws these terms shall have the meaning as follows, unless the context indicates otherwise.
- 1-101 "Act" means the New Hampshire Condominium Act, as amended from time to time (RSA Chapter 356-B).
- 1-102. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Unit Owner.

- 1-103 "Association" or "Association of Owners" means Alden Place Condominium Owners Association, a New Hampshire not-for-profit corporation in good standing, the condominium owners acting as a group in accordance with the Act, the Declaration, and the By-Laws.
- 1-104 "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or By-Laws of the Association as the governing body of said Association.
- 1-105 "Building" means each of the structures erected on the Submitted Land, as more particularly described in Article 2-300 of this Declaration.
- 1-106 "By-Laws" means the instrument recorded in the Merrimack County Registry of Deeds at Book 2090, Page 80 and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1-107 "Common Area" means all that portion of the Condominium other than the Units, and is more particularly described in Article 2-500 hereof. Common Area includes any Limited Common Area and the area formerly characterized as "Convertible Land" upon site plan approval by the City of Concord.
- 1-108 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, including those made to maintain or repair the Common Areas, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which assessments are not yet due and payable.
- 1-109 "Common Profits" means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual units as provided for in Article 5, Article 7, or Article 10 hereof.
- 1-110 "Common Premises" means the property located at 6 McKinley Street, Concord, New Hampshire and 1 Matthew Street, Concord, New Hampshire, with the exception of the Units located thereon. The term "Common Premises" is intended to be synonymous with the term "Common Area".

- 1-111 "Condominium" means Alden Place Condominium, as further defined in paragraph 1-129.
- 1-112 "Condominium Instruments" means this Amended and Restated Declaration and the Exhibit annexed hereto as the same from time to time may be amended. Said exhibit is as follows:
- Exhibit A - A legal description of the real property subjected to this Declaration. (the "Submitted Land")
- 1-113 "Condominium Residency Regulations" or "Residency Regulations" means such residency regulations as the Board from time to time may adopt as provided in the By-Laws, relative to the use of the Condominium, or any part thereof
- 1-114 "Condominium Unit" or "Unit" means a portion of the Condominium designed and intended for individual ownership and use, as shown on the Floor Plan, together with an interest in the Common Area appertaining to that unit.
- 1-115 "Convertible Land" means that portion of the Common Area that was previously designated as such by Restated Declaration of Condominium dated February 16, 2012 that has subsequently passed to the Unit Owners and will become Common Area upon site plan approval pursuant to the Act and the Amended and Restated Declaration of Condominium dated February 16, 2012; the holder of the contingent interest having failed to act within the time constraints of the Act and the Amended and Restated Declaration of Condominium dated February 16, 2012.
- 1-116 "Declarant" means the Unit Owners as associated in the ALDEN PLACE CONDOMINIUM OWNERS ASSOCIATION, a New Hampshire not-for-profit corporation in good standing, with a place of business at Concord, New Hampshire, its successors and assigns.

- 1-117            **"Declaration" means this instrument.**
- 1-118            **"Eligible Mortgage Holder" means the holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Article 8-200 of the By-Laws**
- 1-119            **"Eligible Insurer or Guarantor" means the insurer or guarantor of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with Article 8-200 of the By-Laws**
- 1-120            **"Floor Plans" means the floor plans entitled "Floor Plans, Alden Place Condominium", bearing the applicable designated unit number or numbers, recorded in the Merrimack County Registry of Deeds as Plan #14256 as provided by RSA 356-B:20,11.**
- 1-121            **"Institutional Lender" means one or more commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities, or any other lender appointed by the Declarant.**
- 1-122            **"Limited Common Area" means a portion of the Common Area reserved for the exclusive use of a specific unit, as more fully defined in Article 2-600.**
- 1-123            **"Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property or any combination thereof.**
- 1-124            **[Intentionally Blank]**

- 1-125 "Share" means the undivided interest in and to the Common Area attributed to each unit as set forth in Article 2-700.
- 1-126 "Site Plan" means the plan entitled "Condominium Site Plan for Alden Place Condominium," dated July 30, 1997, prepared by Richard D. Bartlett and Associates, recorded in the Merrimack County Registry of Deeds as Plan #14255 in accordance with RSA 356-B:20, I.
- 1-127 "Submitted Land" means the land submitted to the Act by this Declaration, as described in Exhibit A.
- 1-128 "Unit Owner" means one or more persons who own a Condominium Unit, including the Declarant with respect to any Condominium Unit not conveyed.
- 1-129 "Alden Place Condominium" or "Condominium" means the premises described in Exhibit A, including land, all buildings, and other improvements, and structures now or hereafter erected thereon, the Common Premises, and all easements, rights, and appurtenances belonging thereto, all easements, rights and restrictions and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- 1-130 "Withdrawable Land" means any part of the Common Area that shall be withdrawn from the Declaration of Condominium as part of a plan of contraction developed by the Unit Owners Association pursuant to the provisions of Article 12 of this Declaration.

**ARTICLE 2. NAME, DESCRIPTIONS, VALUE,  
STATEMENT OF PURPOSES, SERVICE OF PROCESS**

- 2-100        **Name and Address.** The name by which the Condominium is to be identified is "Alden Place Condominium" and its address is 6 McKinley Street, Concord, Merrimack County, New Hampshire 03301.
- 2-200        **Description of Buildings.** There shall be two (2) residential buildings in the Condominium, containing a total of ten (10) Units, which have been constructed as the Condominium. Each of the Buildings contains five (5) Units connected by common walls in a townhouse style.
- 2-300        **Description of Submitted Land.** A legal description of the Submitted Land on which the buildings and other improvements in the Condominium are located or are to be located is contained in Exhibit A attached hereto and made a part hereof.
- 2-400        **Description of Buildings.** There shall be two (2) residential buildings in the Condominium, containing a total of ten (10) Units, which have been constructed as the Condominium. Each of the Buildings contains five (5) Units connected by common walls in a townhouse style.
- 2-401        **Horizontal Boundaries.**
- (a)        The unfinished or undecorated interior surfaces of the lowermost floor.
- (b)        The unfinished or undecorated interior surfaces of the uppermost ceiling.
- 2-402        **Vertical Boundaries:**
- (a)        The unfinished or undecorated interior surfaces of the perimeter walls and door frames.

- (b) The unfinished or undecorated interior surfaces of perimeter doors.
- (c) The unfinished or undecorated interior surfaces of windows and window frames.
- (d) The unfinished or undecorated interior surfaces of fireplaces, if any.

2-403 Each Unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the interior finished surfaces in the Unit are part of the Unit.

2-500 Description of Common Area. The Common Area includes, but not by way of limitation:

2-501 The Common Premises, including the land on which the Buildings containing the Units are located and the roadways, parking areas, walks, grass, shrubbery, and other plantings, and other land and interests in land included in the description in Exhibit A.

2-502 The foundations, column girders, beams, joists, and supports, fireplaces, flues, chimneys, and roofs of the Buildings; the exterior surfaces of the Buildings; the perimeter walls and door frames around each Unit to the unfinished or undecorated interior surfaces thereof and other walls which are not within a Unit; the perimeter doors and windows to the unfinished or undecorated interior surfaces thereof and other doors and walls which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said area.

- 2-503        **The water supply, sewage disposal, electrical, telephone and cable television systems (if any), serving the Condominium, to the extent said systems are located within the Condominium and are not owned by the supplier of the utility or other service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other Common Area within the Unit).**
- 2-504        **The pipes, ducts, flues, chutes, conduits, wires and other utility installations, including air conditioning situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduit, wires and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Area shall be deemed part of the Common Area.**
- 2-505        **The Limited Common Area described in Section 2-600 of the Amended and Restated Declaration of Condominium dated February 16, 2012 no longer exists and is now Common Area.**
- 2-506        **All other parts of the Condominium including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in current use.**
- 2-600        **Description of Limited Common Area. There is appurtenant to each of the Units Limited Common Area which is a portion of the Common Area limited to the exclusive use of the Owner or Owners of the Unit or Units to which it is appurtenant, as follows:**

- 2-601 The exclusive right to use a yard area, which includes a patio area and in some cases a utility shed, and two (2) assigned parking spaces are appurtenant to each of the Units as Limited Common Area, as shown on the Site Plan. Each Owner shall be required to keep his or her respective Limited Common Area, excluding the parking spaces which will be maintained by the Association, properly maintained at all times.
- 2-700 Unit Values. Each Unit shall be allocated an equal (with all other Units) fractional undivided interest in the Common Area. Each Unit in the Condominium shall have one (1) vote for voting purposes in connection with meetings of the Association. Where a particular condominium is owned by more than one person, the Owners thereof may not divide the number of votes appertaining to that Unit. The voting rights of Unit Owners shall be as set forth in the By-Laws.
- 2-800 Statement of the Purposes of Condominium Use and Restrictions As To Use. The Units are intended for residential use. The following provisions, together with the provisions of the By-Laws are in furtherance of these purposes.
- 2-801 Each of the Units shall be occupied and used primarily for private, residential purposes by the owner and his or her family, or by guests of the owner. The Declarant shall have the right to retain or transfer to any Units, rather than committing itself to sell the same, for the purpose of renting such Units. However, Unit Owners shall be prohibited from leasing their Units. No Unit shall be habited by more persons than it is reasonably designed to accommodate, and in no event shall any three-bedroom unit be habited in violation of any local zoning ordinance or building code.

- 2-802           **The Common Area shall not be used in a manner which is inconsistent with the character of the Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and any one causing such damage shall pay the expense incurred by the Board in repairing the same; and nothing shall be stored in the Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.**
- 2-803           **Each Condominium Unit shall have an easement in common with all other Condominium Units for ingress and egress through, and the use and enjoyment of, all Common Areas, except Limited Common Areas, so long as such use is in accordance with this Declaration and By-Laws. This easement shall be perpetual and appurtenant to each Condominium Unit.**
- 2-804           **No noxious or offensive use, or excessive noise, shall be made of or in any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to other Unit Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.**
- 2-805           **No signs, clotheslines, mailboxes, television antennas, satellite dishes, oil tanks, refuse, loose clothing, trash or waste material or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other Unit Owners without the prior written consent of the Board; except that the Association shall have the right, in its discretion, to post such sign or signs denominating the Condominium or, in its discretion,**

advertising the sale of units, as are in accordance with the standards of the City of Concord Zoning Ordinance, as amended, or other similar statute, regulation or ordinance.

2-806 No animals (other than normal domestic pets), livestock, or poultry shall be kept anywhere within the Condominium. Notwithstanding the foregoing, the Association shall have the right upon majority vote of the Unit Owners to ban the keeping of any domestic pet.

2-807 No unregistered vehicles may be parked or maintained by any Unit Owner so as to be visible by other Unit Owners.

2-808 The administration of the Condominium shall be governed by the Association. Each Unit Owner shall be a member of the Association. The membership of the Association shall consist of all the Unit Owners. Each Unit shall be allocated one (1) vote. The administration, powers and duties of the Association and its Board of Directors shall be as contained within this Declaration, the By-Laws of the Association, and the Articles of Agreement of the Association.

2-809 The Declarant shall be deemed to be the Unit Owner of any Units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold Units and of the Common Area as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the use of the Units by the respective Unit Owners.

- 2-810           **The Association is empowered to adopt and amend, from time to time, Condominium Residency Regulations concerning the use of the Condominium and various parts thereof appertaining to the Residential Units, which Residency Regulations shall be furnished in writing to all Unit Owners and which Residency Regulations shall not be violated.**
- 2-811           **The consent of the Board referred to in this Article may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of the Condominium.**
- 2-812           **None of the rights and obligations of the Unit Owners created herein or in any deed conveying a condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments to the extent that any Unit or Common Area encroaches on any other Unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of a Unit Owner or Owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees. Nothing herein shall restrict or restrain the authority of the Declarant herein, to wit the Unit Owners as associated, to control, convey, covert, withdraw or otherwise take any actions concerning the former Convertible Land which no longer exists pursuant to Article 11 of the Amended and Restated Declaration of Condominium dated February 16, 2012 is now by action of the Act and this Third Amended Declaration upon approval of an amended site plan declared "Common Area".**

2-900 **Person to Receive Service of Process.** Service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representatives may be made upon the Consumer Protection and Antitrust Bureau of the Department of Justice of the State of New Hampshire or upon the Declarant.

2-901 Any member of the Board of Directors who is in residence at the Condominium shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Association. For the purposes of this paragraph, the place of business of the Board shall be considered to be Alden Place Condominium, 6 McKinley Street, Concord, New Hampshire.

2-902 Service of any lawful process in any proceeding arising under the Act against the Declarant or its agents shall be made upon the President of Unit Owners Association, Concord, New Hampshire.

### ARTICLE 3. INSURANCE

3-100 **Insurance to be Obtained.** The Board of Directors shall obtain and maintain, or shall cause to be covered under policies obtained by the Association, insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereafter set forth, for the benefit of the Association, all Unit Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually, and as agent and attorney-in-fact for the Unit Owners, without naming them, and as agent for their Institutional Lenders. Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Unit

Owners. All such policies shall provide that payments for losses thereunder shall be made to the Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

**3-200 Coverage.**

- (a) **Casualty.** All buildings, improvements and structures which are included in the Condominium, including buildings, improvements and structures in the Common Area, and all personal property in the Common Area, shall be insured in an amount equal to the full replacement value thereof, all as determined annually by the Board of Directors. Such coverage shall afford protection against:
- (i) **Loss or damage** by fire and other hazards normally covered by a standard extended coverage endorsement; and
  - (ii) All such other risks and perils as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings included in the Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement.
- (b) **Public Liability.** The Association shall procure and maintain comprehensive public liability insurance covering the Association, the Board of Directors, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Unit Owners, and all other persons entitled to occupy any Unit or other portion of the Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage of not less than \$500,000 for injury to or death of one person, not less than \$2,000,000 for injury to or death of more than one person in the same occurrence; and not less than \$250,000 for damage to property. A single limit policy in the amount of \$2,000,000 shall be deemed compliance with the foregoing sentence. Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured

thereunder, or against all other insureds thereunder as a group, but shall not insure against the individual liability of any Unit Owner for negligence occurring within his or her Unit or his or her Limited Common Area. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which the Association is a party.

- (c) Worker's Compensation. The Association shall procure and maintain worker's compensation insurance covering employees of the Association, as required by law.
- (d) Other Insurance. The Association shall procure and maintain such other insurance as the Board of Directors shall determine from time to time to be desirable, including, without limiting the generality of the foregoing, insurance upon owned and non-owned motor vehicles.

**3-300** General Insurance Provisions. The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Article 3-200 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 Article 3-200(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 Article.

**3-301 The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Article 3-200, above:**

- (a) Shall contain waivers of subrogation by the insurer as to claims against the Declarant, the Manager (if any), the Association, its employees, members of the Board, Unit Owners, and members of the family of any owner who reside with said Owner, except in cases of arson or fraud;**
- (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Association has "no control";**
- (c) Shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium;**
- (d) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees;**
- (e) Shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause;**
- (f) 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 Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-payment of premiums;**

- (g) Shall recognize an Insurance Trust Agreement should the Association enter into one;
- (h) Shall contain a "loss payable" clause showing the Association as trustee for each Unit Owner and the holder of each Unit's mortgage;
- (i) Shall contain the standard mortgage clause naming the mortgagees of the Units.

**ARTICLE 4. NATURE OF CONDOMINIUM OWNERSHIP  
AND POSSESSION**

4-100 **Use and Enjoyment of Unit.** Subject to the provisions of this Declaration, each Unit Owner shall have the exclusive right to occupy the Unit during his or her ownership and to use and enjoy the Limited Common Area appurtenant to his or her Unit as set forth in the deed of his or her interest.

4-200 **Membership in Association.** Each Unit Owner shall be a member of the Association, and be subject to all rights and duties appertaining to Unit Owners under this Declaration and the By-Laws.

4-300 **Interest in Common Area.** Each Unit Owner shall own a fractional undivided interest in the Common Area that is equal to all other Unit Owners **Subject to** the provisions of this Declaration, each Unit Owner may use the Common Area, excepting Limited Common Area not appurtenant to his or her Unit, in accordance with the purposes for which it is intended, so long as he or she does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Condominium Residency Regulations adopted pursuant to said provisions.

4-400 **Use of Limited Common Area.** Subject to the provisions of this Declaration, each Unit Owner shall be entitled to the exclusive use of the Limited Common Area

appurtenant to his or her Unit during his or her ownership. The exclusive use of the Limited Common Area shall not be altered without the consent of all the Unit Owners expressed in an amendment to the Declaration duly recorded, and without such unanimous consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

4-500 Convertible Land. The former Declarant having failed to act pursuant to its contingent rights as set forth in Article 11 of the Amended and Restated Declaration of Condominium for Alden Place Condominium (second amendment) dated February 16, 2012; the Convertible Land, now free of all contingences shall become Common Area owned in fee simple by the Unit owners in fractional shares no longer subject to development, or any right, title, or interest of Family Village Corporation upon site plan approval by the City of Concord.

**ARTICLE 5. MAINTENANCE AND REPAIRS**

5-100

**Unit Owner's Obligation to Repair and Maintain. Each Unit Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, cleaning, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater, furnace, appliances, heating equipment, lighting fixtures, interior doors, any windows and window frames not constituting Common Area, including, where applicable, the seasonal installation, removal, and re-installation of storm windows or doors and screens or screen doors, and the cleaning, maintenance, repair, and replacement thereof, and other property which is not Common Area and which is located in his or her Unit or in Limited Common Area appurtenant to his or her Unit, or which otherwise exclusively serve his or her Unit. Each Unit Owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his or her Unit. Each Unit Owner shall also, at his or her own expense, keep the Limited Common Area appurtenant to his or her Unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him or her, reasonable wear and tear excepted. In the event a Unit Owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him or her by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Unit Owner shall permit any repair or other work of an aggregate cost in excess of \$500 in his or her Unit or the Limited Common Area appurtenant to his or her Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations.**

5-200 Association's Obligation to Maintain. Except as otherwise provided, the Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Unit Owner, or of a person gaining access with said Unit Owner's actual or implied consent, in which case the expense shall be charged to such Unit Owner) of all of the Common Area and Limited 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 Unit Owners as a Common Expense. Maintenance of Limited Common Area shall not include the keeping of said area in a neat and orderly condition as provided in Section 5-100, nor to maintain it on a day-to-day basis. The Association's obligations with respect to repair or replacement are covered in other sections of this Declaration or within the By-Laws.

5-300 Management Contract. The Board of Directors, acting on behalf of the Association, may enter into a Management Agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint Management Agreement, for the management of the Condominium and its maintenance and repair, and may delegate to a Manager all the powers and duties of the Association, except such as are specifically required by the Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Manager may be authorized to determine the budget and make and collect assessments for Common Expenses as provided by the Declaration, By-Laws and other Condominium Instruments.

**ARTICLE 6. CHANGES BY UNIT OWNER**

**6-100**      **Prohibition.** No Owner of a Unit shall make any structural alterations to his or her Unit so as to increase the number of bedrooms thereof. Nor shall any Owner of a Unit, without first obtaining the prior written approval of the Association, and without first agreeing to pay for all costs of engineering analysis associated therewith:

- (a)      Make or permit to be made any structural alteration, improvement, or addition in or to his or her Unit or in or to any other part of the Condominium.
- (b)      Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Building or any other structure in the Condominium.
- (c)      Impair any easement or right or personal property which is a part of the Condominium.
- (d)      Paint or decorate any portion of the exterior of the Unit or any other structure in the Condominium or any Common Area therein.

**6-200**      **Alterations Within Units.** Subject to the notification requirement of Section 3-403, an Owner of a Unit may make alterations, additions and improvements within his or her Unit which do not violate Section 6-100 hereof, including moving, removing, altering or adding to interior non-bearing walls and partitions; provided, however, that no such alteration, addition or improvement may affect the structural elements or integrity of any structure without the prior written consent of the Board.

**ARTICLE 7. ENTRY FOR REPAIRS**

7-100 The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, (i) to enter any Unit or Limited Common Area appurtenant thereto to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible; and (ii) to enter any Unit or Limited Common Area appurtenant thereto for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium. Such entry shall be made with as little inconvenience to the affected Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more Unit Owners, in which case the negligent Unit Owner or Unit Owners shall bear the expense of such repairs.

**ARTICLE 8. BY-LAWS**

8-100 The By-Laws shall be as amended current with this Amended and Restated Declaration to be recorded in the Merrimack County Registry of Deed. Except as otherwise provided in the Act or in the By-Laws, the By-Laws may be amended at any meeting of the Association by the vote of two-thirds or more of the total voting power of all Unit Owners, cast in accordance with the provisions hereof, provided a copy of the proposed amendment has been included in the written notice of the meeting as provided in RSA 356-B:37. Any amendment shall be effective upon recording in the Merrimack County Registry of Deeds.

**ARTICLE 9. CONVEYANCES, LEASES, MORTGAGES**

- 9-100        **General Application.** The sale, leasing, or mortgaging of Condominium Units shall be subject to the following provisions notwithstanding anything herein elsewhere contained.
- 9-200        **No Prior Approval.** Neither the Declarant nor any Unit Owner shall be required to obtain approval of the Association for the sale of any Unit.
- 9-300        **Leases.** Unit Owners may not lease or rent their Units. This prohibition shall not apply, however, to Units owned or subsequently repurchased by the Declarant.
- 9-400        **Mortgages.** Any Unit Owner may mortgage his or her Condominium Unit. The mortgagee's interest in such Condominium Unit shall be subject to the provisions of this Declaration.
- 9-500        **Transfer by Devise or Descent; Transfers Not by Sale.** The transfer of a deceased joint tenant's interest in a Condominium Unit to the surviving joint tenant or the transfer of a deceased's interest in a Condominium Unit to a devisee by will or to his or her heirs-at-law under intestacy laws or any other transfer not by sale shall all be subject to the provisions of this Declaration.
- 9-600        **Prohibition Against Partial Transfers; Common Funds.** No Unit Owner shall sell, convey, hypothecate or encumber less than all of his or her interest in any Condominium Unit. The transfer of any ownership shall operate to transfer to the new Unit Owner's account the interest of the prior Unit Owner in funds in the hands of the Association and in common furnishings without further instrument of transfer and without requiring any action by the Association. Funds held by the Association shall not be refundable.

9-700 **Sale or Transfer of Common Area.** The Association shall be free to transfer, sell or otherwise hypothecate such portions of the Common Area withdrawn from the Condominium pursuant to a contraction of the Condominium under RSA 356-B:26 and such other provisions of the Act, State, federal law, this

**ARTICLE 10. MANAGEMENT, FEES AND ASSESSMENTS**

10-100 **Management.** Management of the Condominium, maintenance and repair of the Residential Units, Common Areas and Common Facilities, and administration of the affairs of the Residential Unit Owners with respect to the use of the Condominium, occupancy of the Residential Units, and payment of the expenses and costs enumerated in this Declaration shall be under the direction and control of the Association. The Association is expressly authorized to do any or all of the following to the extent not inconsistent with directions given by the Declarant, as the case may be:

- (a) To repair, maintain, re-paint, or remodel the Buildings or the exterior of the Residential Units or any parts thereof; to establish reserves for anticipated costs; to acquire and pay for materials, supplies, labor or services which the Association deems necessary or proper for the maintenance and operation of the Condominium. The Association shall not, however, make any discretionary capital expenditure, except in emergencies, which exceeds available reserves by more than Five Thousand Dollars (\$5,000.00) without prior approval of eighty percent of the Unit Owners.
- (b) To pay any assessments, costs, or charges affecting the Condominium.
- (c) To adopt, from time to time, and enforce reasonable rules relating to the possession, use and enjoyment of the Units by the Unit

**Owners.**

- (d) To obtain and pay the costs of legal and accounting services necessary or proper in the maintenance and operation of the Condominium and the enforcement of the Declaration.**
- (e) To obtain and pay the costs of all insurance policies provided for in Article 3 of this Declaration.**
- (f) To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the Units, or to preserve and protect the Units of the Condominium in the event of any emergency.**
- (g) To collect, either in advance of disbursement or following disbursement if the Association advances sums in payment of any of the foregoing, each Unit Owner's share of the aforesaid costs and any other amounts properly expended by the Association; to estimate any such expenditure in advance, and to bill the Unit Owners accordingly; and to take proper steps to enforce any Unit Owner's obligations hereunder.**

**10-200**

**Individual Unit Expenses. Each Unit Owner shall pay:**

- (a) Any taxes and/or assessments billed by the taxing or assessing authority to his or her Unit, or otherwise attributed or attributable to his or her Unit;**
- (b) The cost of water, sewer, electrical, telephone, cable television, heating and other services and utility systems used by his or her Unit, the cost to repair any damage to the Common Area caused by the condominium Unit Owner, his or her guests and/or tenants, and the cost to satisfy any expense to any of the other Unit Owners due to any intentional or negligent act or omission of such Unit Owner, his or her family, guests, invitees, tenants or lessees, or resulting from his or her breach of any provisions of this Declaration;**

- (c) With respect to the Units, his or her percentage share of the following costs and expenses (including such thereof as may be included in any assessment by the Association or charged in relation to the Condominium Common Area);
- (d) The cost of electricity, water, sewer and other utility services metered and charged to the Condominium or the Association;
- (e) Insurance premiums for fire and extended coverage insurance, liability insurance and other insurance;
- (f) Cost of ordinary repair and maintenance of the Buildings, and, if applicable, the amenity facilities;
- (g) Common Area services including plowing, shoveling, mowing, landscaping, grounds, driveway, road, and walkway maintenance and repair; and
- (h) Other costs and expenses elsewhere herein provided to be paid.

10-300 Method of Payment. Subject to the provisions of Article 6 of the By-Laws, assessments and payment of Common Expenses shall be made in the following manner. All payments by Unit Owners shall be made through the Association unless the Association or the Board otherwise direct. The Association may, in its discretion, advance sums required to pay the obligations of any one or more of the Unit Owners or incur obligations within the Association's authority, notwithstanding the failure of any one or more of the owners to provide funds therefor. The Association shall, in accordance with the By-Laws, estimate the amounts to be paid by each Unit Owner in advance and provide procedures for the payment thereof in monthly installments, and may require additional or supplemental payments or amounts properly payable by the Unit Owners in addition to any such estimated payments. Each Unit Owner shall pay to the Association, within ten (10) days after receipt of a statement therefor, the amount of any costs payable by the Unit Owner hereunder, including estimated costs and amounts required to establish and maintain reserves authorized hereunder.

- 10-400 Initial Assessment. Assessment shall commence upon the conveyance of the first Unit in the Condominium, in the manner provided in Section 6-600 of the By-Laws.
- 10-500 Lien for Assessments. Each Unit Owner shall pay all Common Expenses assessed against him or her, all expenses for which he or she is liable under Article 5, Article 7 and Article 10 hereof, and all other assessments made against him or her by the Board in accordance with the terms of the Declaration and By-Laws and all expenses so incurred and sums so assessed but unpaid including interest, costs and reasonable attorneys' fees, shall be secured by a lien on his or her Unit as provided in RSA 356-B:46.
- 10-501 This lien shall be subordinate to sums unpaid on any first mortgage securing an Institutional Lender which encumbers that Unit. Each assessment against a Unit shall be the personal obligation of the Unit Owner at the time the assessment became due. No outstanding expenses or assessments against a Unit, however, shall become the personal obligation of a subsequent lessee or purchaser thereof unless expressly assumed in writing by such lessee or purchaser.
- 10-502 Any Unit Owner or purchaser of a Unit, having executed a contract for the disposition of said Unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that Unit. Such request shall be in writing and shall be directed to the Treasurer of the Association. The Statement shall be binding on the Association, the Board of Directors, and every Unit Owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement.

10-503 Except as hereinafter provided, the lien provided for by this Article and RSA 356-B:46 shall not be affected by any sale or transfer of the Unit. Although a purchaser of a Unit shall not be personally liable for the payment of any such expenses or assessments against said Unit prior to its acquisition by him or her which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, the Association may exercise its lien rights against such Unit but without prejudice to the purchaser's right to recourse from the selling Unit Owner. An institutional mortgagee or other purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his or her acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter. The unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser shall be collected from all Units, including the purchaser or first mortgagee.

10-600 Priority of Lien. The lien for unpaid Common Expenses or other expenses or assessments, once perfected, shall have the priorities set forth in RSA 356-B:46,I.

ARTICLE 11 [INTENTIONALLY OMITTED]

ARTICLE 12 [INTENTIONALLY OMITTED]

ARTICLE 13 [INTENTIONALLY OMITTED]

**ARTICLE 14 AMENDMENT OF CONDOMINIUM DOCUMENTS**

**14-100 [Intentionally omitted]**

**14-200 The Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Unit Owners of Units to which at least two-thirds of the voting power of the Association appertains, provided that:**

- (1) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner(s) and any Institutional Lender of record of the Unit so altered.**
- (2) No instrument of amendment which alters the percentage of undivided interest in the Common Area, the liability for Common Expenses, the rights to Common Profits, or the voting rights in the Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by the Condominium Instruments, is consistent with the applicable provisions of the Act and except as provided in Article 14-200(6) below, has been approved and agreed to by all the Unit Owners and any Institutional Lenders of record of the Units affected thereby.**
- (3) No instrument of amendment which alters the Condominium Instruments in any manner which would render any of them contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect.**
- (4) No instrument of amendment which purports to affect the Declarant's reserved rights and easements shall be of any force and effect unless it is assented to in writing by the Declarant and this assent is recorded with such amendment at the Merrimack County Registry of Deeds.**
- (5) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Merrimack County Registry of Deeds.**

14-201

The prior written approval of the first mortgagees of Units to which 51% of the voting power in the Association appertains shall be required in order to adopt any amendment to any or all of the Condominium Instruments which amendment would have the effect of altering:

- (1) The voting rights of the Unit Owners in the Association;
- (2) The manner of assessing common expenses, assessment liens or subordination of assessment liens;
- (3) The requirement of Association reserves for replacement, maintenance and repair of Common Area;
- (4) The terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Area or the Limited Common Area;
- (5) The terms of the Condominium Instruments relating to the reallocation of interests in the Common Areas, Limited Common Areas, or rights to the use thereof;
- (6) The terms of the Condominium Instruments relating to the boundaries of any Unit;
- (7) The terms of the Condominium Instruments relating to the conversion of Units in the Common Area;
- (8) The terms of the Condominium Instruments relating to the expansion of the Condominium or the creation of additional Units on the Convertible Land; provided, that Declarant shall not be required to obtain the consent of any Unit Owner or any Unit mortgagee to any instrument of amendment of the Declaration, or any other of the Condominium Instruments, which is necessary in order for Declarant to add Units to the Convertible Land, in order for Declarant to exercise its options as provided for more fully in Article 11 hereof;
- (9) The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association;
- (10) The terms of the Condominium Instruments stating which Units and under what conditions Units may be leased;

- (11) The terms of the Condominium Instruments relating to or adding restrictions to an Unit Owner's right to sell or transfer his or her Unit;
- (12) Any decision by the Association to establish self-management when professional management had been required earlier by an Eligible Mortgage Holder;
- (13) Any term of the Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors;
- (14) The terms of the Condominium Instruments providing for the restoration or repair of the project after a hazard, damage or partial condemnation; or
- (15) Any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

14-300

**Recording Required.** No amendment to the Condominium Instruments shall become effective until an instrument setting forth such amendment in full shall be recorded at the Merrimack County Registry of Deeds. Such instrument shall (i) be signed by Unit Owners holding the requisite voting power for its adoption, or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

**ARTICLE 15. TERMINATION OF CONDOMINIUM**

15-100 [Intentionally omitted.]

15-200 Termination of Condominium.

- (1) Required Vote. The Condominium may be terminated only by an instrument in writing approved and agreed to by Unit Owners of Units to which eighty (80%) of the voting power in the Association appertain.
- (2) Consent of Mortgagees. If the Unit Owners shall vote to terminate the Condominium for reasons other than substantial destruction or condemnation of the Condominium, then such vote shall not become effective unless and until the Eligible Mortgage Holders representing at least two-thirds of the mortgaged Units agree thereto.
- (3) Effect of Termination. If the Association shall vote to terminate the Condominium at any time for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Unit Owners as tenants-in-common in proportion to their respective undivided interests in the Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Unit Owner and his or her respective heirs, successors and assigns shall have an exclusive right to occupancy of that portion of the Condominium property which formerly constituted his or her Unit.

15-300 Recording Required. No termination of the Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Merrimack County Registry of Deeds. Such instrument shall either (i) be signed by Unit Owners holding the requisite voting power for its adoption or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Unit Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

**ARTICLE 16. PERSONAL PROPERTY**

16-100 The Board may acquire and hold, for the benefit of the Unit Owners, tangible personal property and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Unit Owners in the same proportion as their respective shares in other Common Areas. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

**ARTICLE 17. FISCAL YEAR**

17-100 The initial fiscal year of the Condominium shall be a short fiscal year commencing on the date of the first transfer by the Declarant of title to a Condominium Unit and ending on December 31 of that same calendar year. Thereafter, the fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors.

**ARTICLE 18. EMINENT DOMAIN**

18-100 The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of the Condominium.

**ARTICLE 19. WAIVER**

19-100 The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right, but such term, covenant,

condition, restriction or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

**ARTICLE 20. LIABILITY OF THE BOARD**

20-100

The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct, or bad faith and except as provided for below. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all liability, including attorneys' fees, to others incurred or imposed upon or in connection with any proceeding to which he or she may be a party or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, and any liability arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, including the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as Unit Owners, with respect to any contract made by them on behalf of the Condominium except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. The provisions of this Article 20 do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required by Article 3-200.

**ARTICLE 21. ENFORCEMENT**

- 21-100 **By Association and Unit Owners.** Each Unit Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations. In the event that any Unit Owner should fail to comply with any of the provisions of this Declaration, the Association (and upon the failure of the Association to act, any Unit Owner) therefor shall bring an action for damages, or to enjoin the violation or specifically enforce the provisions of this Declaration, or to enforce any statutory or contractual lien or lien provided herein, including foreclosure of any such lien and the appointment of a receiver for the Association therefor or take possession of the condominium unit of any Unit Owner, all as more fully described in Article 7 of the By-Laws. In any such legal proceeding, the prevailing party shall be entitled to costs and reasonable attorneys' fees. All sums payable hereunder to the Association shall bear interest at twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association and provided herein to be repaid, from ten (10) days after repayment is requested.
- 21-200 [Intentionally omitted.]
- 21-300 **Cumulative Remedies; Waiver.** The aforesaid remedies shall be cumulative and in addition to all other remedies which may be available at law or in equity; provided however that no breach of any provision hereof by any Unit Owner or failure of any Unit Owner to comply with any provision hereof shall permit or empower any other Unit Owner to terminate any such provisions or excuse such breach or failure and each Unit Owner shall continue to perform and comply with and hold his or her condominium Unit subject to all of the provisions of this Declaration notwithstanding any such breach or failure.

**ARTICLE 22. CREATION OF CONDOMINIUM OWNERS ASSOCIATION**

22-100        **The Alden Place Condominium Owners Association is a New Hampshire nonprofit corporation created on April 22, 1998 and is currently in good standing. The Alden Place Condominium Owners Association is governed by the By-Laws recorded in the Merrimack County Registry of Deeds at Book 2090, Page 80.**

**ARTICLE 23. NOTICES**

23-100        **All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States mail, return receipt requested, to the Board, at 6 McKinley Street, Concord, New Hampshire, or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All such notices to Unit Owners shall be sent to the address of the Unit Owners at their respective Units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.**

**ARTICLE 24. SEVERABILITY**

24-100        **The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of the Declaration.**

ARTICLE 25. GENDER

25-100 The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

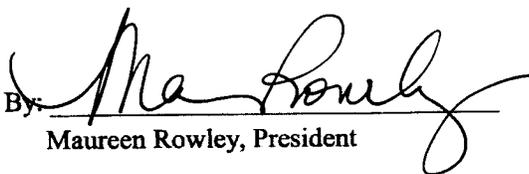
ARTICLE 26. INTERPRETATION

26-100 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

This amendment to the Declaration was adopted by more than 3/4 (75%) of the condominium as evidenced by the signature pages attached hereto.

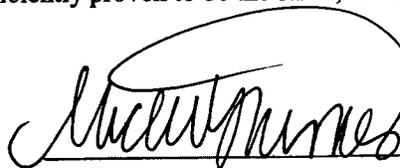
IN WITNESS WHEREOF, Alden Place Condominium Owners Association has caused this Third Amendment and Restated Declaration to be executed by its duly authorized officer.

Alden Place Condominium Owners Association

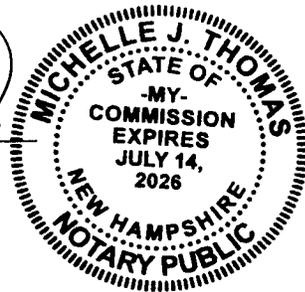
By:   
Maureen Rowley, President

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2024, by ,  
Maureen Rowley, President known to me or sufficiently proven to be the same, for the purposes set forth herein.



Notary Public  
My Commission expires:



[signatures appear on following pages]

ADAPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM

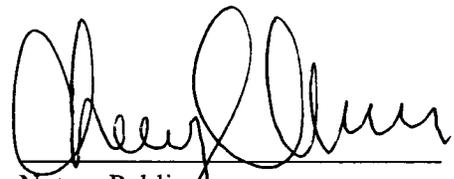
UNIT OWNERS:

Unit 1:

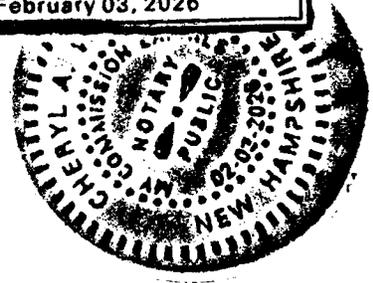
  
Monique Robbins

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 21 day of June, 2024, by  
Monique Robbins, known to me or sufficiently proven to be the same, for the purposes set forth  
herein.

  
Notary Public

CHERYL A. WHALEN  
Notary Public-New Hampshire  
My Commission Expires  
February 03, 2026



**ADAPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

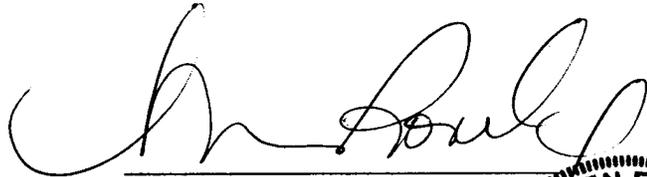
UNIT OWNERS:

Unit 2:

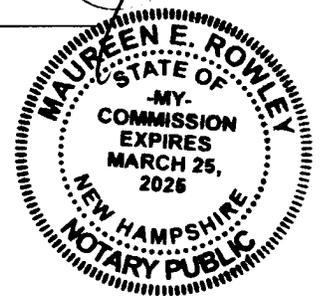
  
Mark Galusha

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2024, by Mark Galusha, known to me or sufficiently proven to be the same, for the purposes set forth herein.



Notary Public



**ADOPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

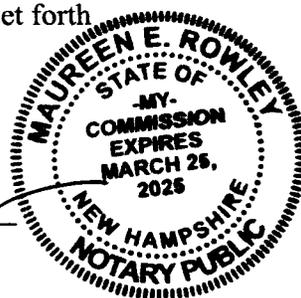
Unit 3:

Rachael Landry  
Rachael Landry

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2024, by Rachael Landry, known to me or sufficiently proven to be the same, for the purposes set forth herein.

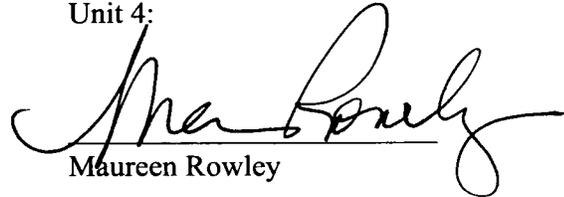
Maureen E. Rowley  
Notary Public



**ADAPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

Unit 4:

  
Maureen Rowley

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2024, by Maureen Rowley, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public



ADAPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM

UNIT OWNERS:

Unit 5:



Nancy Sharon  
Nancy Sharon

MASSACHUSETTS  
~~STATE OF NEW HAMPSHIRE~~  
~~COUNTY OF MERRIMACK~~  
Middlesex AH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of ~~June~~ July, 2024, by Nancy Sharon, known to me or sufficiently proven to be the same, for the purposes set forth herein.

[Signature]  
Notary Public

**ADOPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

**UNIT OWNERS:**

Unit 6:

+

Elyse O'Rourke 7/15/24  
Elyse O'Rourke

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2024, by Elyse O'Rourke, known to me or sufficiently proven to be the same, for the purposes set forth herein.

[Signature]  
Notary Public

On this 15 day of July 2024, before me, the undersigned notary public, Elyse S O'Rourke personally appeared before me and provided satisfactory evidence of identification, which were NH Drivers License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



**ADAPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

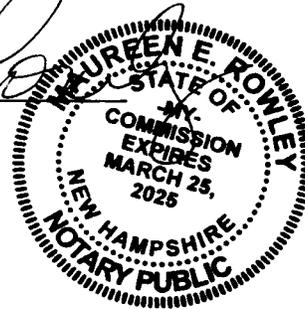
Unit 7:

  
\_\_\_\_\_  
David Hopper

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by David Hopper, known to me or sufficiently proven to be the same, for the purposes set forth herein.

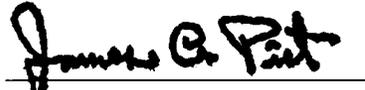
  
\_\_\_\_\_  
Notary Public

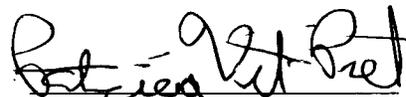


ADOPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM

UNIT OWNERS:

Unit 8:

  
James Piet

  
Patricia Vincent-Piet

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2024, by James Piet and Patricia Vincent-Piet, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public



**ADOPTION OF THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

**UNIT OWNERS:**

Unit 10:

  
Kendra Garvin

  
Jonathan Sinclair

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 16 day of <sup>July</sup>~~June~~, 2024, by Kendra Garvin and Jonathan Sinclair, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public

**DENNIS T AUSTIN  
JUSTICE OF THE PEACE  
State of New Hampshire  
My Commission Expires  
June 2, 2026**



**EXHIBIT A**  
**Submitted Land**

A certain tract or parcel of land shown as Tract 3506, 3506-A, 3508, 3508-13, 3508-B-I, and 3510, on a plan of land entitled "Boundary Survey prepared for Arthur & Irene Bourbeau" surveyed by Richard D. Bartlett, L.L.S., dated December 1, 1987, and recorded on February 21, 1988, as Plan #10157 at the Merrimack County Registry of Deeds, located on South Main Street. Concord, Merrimack County, New Hampshire, and bounded and described as follows:

Beginning at a point at the northerly side of McKinley Street. said point being the southeasterly point of the lot herein conveyed, and said point being South 40° 57' 35" West for a distance of .66 feet from an iron pin found;

Thence running North 07° 58' 40" West along land now or formerly of Wayne and Dale Cheney for a distance of 100 feet to a point, said point being North 77° 16' 00" East a distance of .32 feet of an iron pin found;

Thence turning and running North 82° 01' 20" East a distance of 69.55 feet to a point, said point being South 29° 44' 55" West a distance of .18 feet from an iron pin found;

Thence turning and running North 07° 02' 20" East along land now or formerly of Sandra King and Linda Clark and Flora D. Ames a distance of 105.28 feet to a point, which point is South 48° 45' 56" West a distance of .33 feet from an iron pin found;

Thence turning and running North 82° 57' 40" West along land now or formerly of New Hampshire Conference United Church of Christ (hereinafter "United Church of Christ") a distance of 37.91 feet to a steel pin to be set;

Thence turning and running North 06° 43' 20" East still along said land of United Church of Christ a distance of 127.00 feet to a point, said point being North 73° 52' 35" West a distance of .54 feet from an iron pin found;

Thence turning and running still along said land of United Church of Christ North 86° 19' 25" East a distance of 172.73 feet to an iron pin found;

Thence turning and running North 13° 53' 30" East along the westerly side of South Main Street a distance of 166.13 feet to a point, said point being South 13° 53' 30" West a distance of 2.36 feet from a stone bound;

Thence turning and running North 86° 52' 05" West along land now or formerly of Andrew and Doris Dearborn, James and Vera French, and Allan and Dorothy French a distance of 425.84 feet to a stone bound found;

thence turning and running South 10° 36' 10" West along land now or formerly of Robert and Jeanette LaRoche a distance of 163.96 feet to a point, which point is South 10° 33' 30" East a distance of .08 feet from an iron pin found;

Thence turning and running South 86° 19' 25" West still along LaRoche land a distance of 91.84 feet to a point, which point is North 13° 59' 10" East a distance of .30 feet from a stone bound;

Thence turning and running South 08° 02' 15" East along the easterly side of Dunklee Street a distance of 50.14 feet to a point;

Thence turning and running North 86° 19' 25" East along land now or formerly of Kent and Maureen Jenkins a distance of 93.12 feet to a steel pin to be set;

Thence turning and running South 07° 59' 00" East still along Jenkins land and land now or formerly of Andrew and Debra LeMay and Beverly Estabrook, through a stone bound for a distance of 246.98 feet to a point, said point being North 85° 43' 10" East a distance of .22 feet from an iron pin;

Thence turning and running North 82° 01' 05" East along land now or formerly of Eliza A. Emerson a distance of 92.50 feet to a point, said point being North 84° 45' 05" East of an iron pin found;

Thence turning and running South 07° 58' 40" East still along land of Emerson a distance of 110.67 feet to a point, said point being North 55° 21' 50" East a distance of .12 feet of an iron pin found;

Thence turning and running North 75° 30' 20" East along the northerly side of McKinley Street a distance of 50.01 feet to the point of beginning.

This property is SUBJECT TO the following rights, easements and encumbrances:

1. An Easement Deed from Family Village to Concord Electric Company and New England Telephone & Telegraph Company, dated September 16, 1996 and recorded in the Merrimack County Registry of Deeds (the "Registry") at Book 2036, Page 1225.
2. Agreement for Underground Electric Facilities between Concord Electric Company and Family Village, dated September 16, 1996 and recorded in the Registry at Book 2036, Page 1227.

Meaning and intending to describe the same premises conveyed to the Unit Owners by deed of Family Village dated February 29, 2012, and recorded in the Merrimack County Registry of Deeds at Book 3303, Page 1297.

**BY-LAWS  
OF  
ALDEN PLACE CONDOMINIUM OWNERS ASSOCIATION**

**ARTICLE 1. PURPOSE AND DEFINITIONS**

- 1-100        **Purpose.** The administration of Alden Place Condominium (the "Condominium") shall be governed by these By-Laws which are annexed to the Declaration of Condominium and are made a part thereof, and all present and future holders of any interest in any unit in the Condominium shall hold said interest subject to these By-Laws, the Declaration, and any Condominium Residency Regulations promulgated thereunder or hereunder.
- 1-200        **Definitions.** Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.
- 1-300        **Applicability of By-Laws.** The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to the Condominium, and to the use and occupancy thereof. All present and future owners, visitors, tenants, and occupants of units and any other persons who may use the facilities of the Condominium in any manner, are subject to these By-Laws, the Declaration, and the Condominium Residency Regulations. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Residency Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

**ARTICLE 2. ASSOCIATION MEMBERS: MEETINGS**

- 2-100        **Members and Voting Rights.** Each unit owner shall be a member of the Association. The membership of the Association shall consist of all of the unit owners. Each unit owner shall be entitled to one vote for each condominium unit owned by him.

- 2-200        **Transfer of Membership.** The Association shall not issue stock.
- Membership in the Association may be transferred only as an incident to the transfer of title to a condominium unit as and in the manner provided for by the Declaration, and upon compliance with all of the terms thereof, shall become effective in accordance with the foregoing, upon recordation of a deed of conveyance to the said unit.
- 2-300        **Annual Meeting** Commencing in 1998, the annual meeting of the Association shall take place on the first Monday of October of each year at 10:00 a.m. at the Condominium, or at such other reasonable place or time or date as may be designated by written notice of the President or a majority of the Board of Directors.
- 2-400        **Special Meetings.** Special meetings of the unit owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, these By-Laws, or the Act, require the approval of the unit owners, or for any other reasonable purpose. Said meeting shall be called by the President or by a majority of the Board of Directors upon at least seven (7) days written notice prior to the date of said meeting.
- 2-500        **Contents of Notice.** All notices of all members' meetings shall state the time and place thereof and the objects or purposes for which the meeting is called. Any such notice shall be deemed waived by any unit owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.
- 2-600        **Committees.** The Association may from time to time appoint such committees, comprised of its members, as the Association shall deem necessary or proper in the furtherance of its duties hereunder.
- 2-700        **Regulation.** The Association shall promulgate such regulations as they deem necessary or desirable, not inconsistent with the Declaration or these By-Laws for the orderly use and enjoyment of the Condominium and the units therein.

2-800 **Quorum and Approvals Required.** At any meeting of the Association or committee thereof, the presence in person or by proxy at the beginning of such meeting of unit owners holding at least one-half (1/2) of the total voting power, shall constitute a quorum. When a quorum is present, unless otherwise provided in the Declaration, these By-Laws, or the Act, a majority of the unit owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

2-900 **Voting.** At any meeting of the Association, the unit owners shall be entitled to cast one vote for each condominium unit owned. Multiple owners shall only be entitled to one vote per condominium unit. Any unit owner may attend and vote at such meeting in person or by proxy. No proxy given by any unit owner shall be valid for a period longer than one calendar year. Any condominium units owned by the Declarant shall be entitled to a vote and shall be included in the total of units for voting purposes.

### ARTICLE 3. BOARD OF DIRECTORS

- 3-100        **Number and Qualification.** The number of directors of the Association shall be not less than one (1) nor more than five (5), all of whom shall be natural persons of lawful age, and all of whom shall be unit owners. Within such limits the number to serve for each ensuing year of the Association to be established at the Annual Meeting of the members by majority vote of the members entitled to vote at the meeting.
- 3-200        **Vacancies.** Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.
- 3-300        **Terms of Offices.** The Directors shall be elected annually for one-year terms.
- 3-400        **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 seventy-five percent (75%) 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.
- 3-500        **Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors by giving three (3) days' personal notice to all of the members of the Board of the time and place of said meeting and the purpose of the meeting. Any Director may waive notice of a meeting. A quorum shall be considered to be more than one-half of the members of the Board.
- 3-600        **Presiding Officer.** The presiding officer of the Board of Directors meetings shall be the President of the Association. In the absence of a presiding officer, the Directors present shall designate one of their number to preside.

**ARTICLE 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

- 4-100        Powers and Duties of the Board of Directors. The Board of Directors shall**
- have powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of the Condominium except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to obtain and perform the following items for the benefit of the Condominium, all of which items shall be Common Expenses:**
- 4-101        To make and collect assessments against members to defray the cost of the Condominium, and in addition, to pay and collect from members assessments which may properly be levied from time to time by entities owning or controlling adjacent lands.**
- 4-102        To use the proceeds of assessments in the exercise of its powers and duties.**
- 4-103        To provide for the acquisition, construction, management, maintenance, and care of Association real property and personal property.**
- 4-104        To grant permits, licenses and easements over the Common Areas of the Condominium, as defined in Article 2-500 of the Declaration, for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.**
- 4-105        To enter into a management agreement or agreements to provide for the management of the common areas.**
- 4-106        To provide for the reconstruction of improvements after casualty and for the further improvement of the property.**
- 4-107        To enforce by legal means the provisions of the Condominium Instruments, the Articles of Agreement, the By-Laws, and the Residency Regulations for the use of the property in the Condominium.**

- 4-108 To contract for management of the Condominium and to delegate to such manager all powers and duties of the Association except such as are specifically required by the Condominium Instruments to have the approval of the Board of Directors or the membership of the Association.
- 4-109 To pay any taxes and assessments which are liens against any part of the Condominium and to assess the same against the unit owners subject to such liens.
- 4-110 To carry insurance for the protection of condominium unit owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or policies, and Workers' Compensation insurance as required by law or as the Board may determine.
- 4-111 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, such as, but not limited to, any legal and accounting services necessary or proper for the operation of the Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and the Condominium Residency Regulations.
- 4-112 To provide for trash collection, snow removal from the Common Areas, water, electrical, telephone, and gas and any other necessary utility service for the Common Areas.
- 4-113 To provide for such painting, maintenance, repair and landscaping of the Common Area, the building, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.
- 4-114 To provide for any emergency repairs to any unit necessary to prevent damage to other parts of the Condominium.
- 4-115 To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the

Declaration, the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular units and are necessitated by the negligence of the owner or occupants of such units, the cost thereof shall be specially assessed to the owners of such units.

4-200 Financial Limitation. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the provisions of the Declaration) having a cost in excess of Ten Thousand Dollars (\$10,000.00) unless such additions, improvements, or alterations have been approved by a majority of the owners' total voting power.

4-300 Right to Enter into Contracts. The Board shall have the exclusive right to enter into contracts for all such items referred to in this Article. After transfer of control by the Declarant, as defined in Section 36 of the Act, the Board shall have the right to terminate any contract or lease, including the management contract, without cause and without penalty, upon ninety (90) days' written notice to the other party thereto.

4-400 Appointment of Manager. The Board shall have the right, but not the obligation, to appoint a manager to perform any or all of the functions and services delineated in Article 10 of the Declaration.

#### ARTICLE 5. OFFICERS OF THE ASSOCIATION

5-100 Executive Officers. The Executive Officers of the Association shall be a President, who shall also be a Director, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at any meeting. The Board of Directors shall, from time to time, elect such other officers and committees and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

- 5-200        **The President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power of appointing committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association and the power to sign all written contracts of the Association
- 5-300        **The Secretary.** The Secretary shall keep the minutes of the proceedings of the Board of Directors and of the unit owners. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.
- 5-400        **The Treasurer.** The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting 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 corporation. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors. He shall also give status reports to potential transferees, on which reports the transferees may rely. At the discretion of the Board, the Treasurer may retain the services of a competent agent to assist in the fulfillment of these duties; but shall maintain ultimate responsibility for the fiduciary duties incumbent herein.

5-500            **Compensation.** The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

**ARTICLE 6. FINANCE AND ASSESSMENTS**

6-100            **Depositors.** The funds of the Association shall be deposited in a bank or banks designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.

6-200            **Adoption of and Contents of Budget.** The Board of Directors shall adopt a budget for each calendar year which contains estimates of the cost of performing the functions of the Association and the income of the Association, including but not limited to the following items:

(a)            common expense budget for:

- (1)            maintenance and operation of Common Area, landscaping, and walkways;
- (2)            capital funds established by vote of unit owners;
- (3)            utilities, including water and septic systems
- (4)            liability insurance;
- (5)            casualty insurance;
- (6)            administration, including legal and accounting.

(b)            proposed assessments against each member.

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.

6-300 Assessment and Payment of Common Expenses. Each condominium unit shall be assessed its respective equal percentage ownership interest of the total amount of the estimated funds required for the operation of the Condominium set forth in the budget referred to in Section 6-200 of these By-Laws. Assessments against any condominium unit, with interest, costs and reasonable attorneys' fees, shall become a lien upon such units, in accordance with RSA 356-B:46, as amended, if not paid when due. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each condominium unit owner shall be obligated to pay to the Association one-twelfth (1/12) of the annual assessment per unit provided for above, commencing in accordance with Section 6-600 below.

Within sixty (60) days after the end of each fiscal year, the Association shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the Association's discretion, either be credited in equal amounts to the next successive monthly installments due from each condominium unit under the then-current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, in the Association's discretion, either be collected by special assessment or be added equally to the installments due from each condominium unit in the succeeding six (6) months after the accounting.

6-400 Repair Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those portions of the Limited Common Area which the Association is obligated to maintain, which fund shall be maintained out of regular assessments for common expenses, as provided in Section 6-300 of these By-Laws.

6-500 Working Capital Fund. The Declarant shall maintain a working capital fund to ensure that there will be adequate funds available to meet expenses. Amounts paid into the fund are to be maintained in the Association's books in an account for the use and benefit of the Association and are not to be considered as advance payment of regular assessments.

- 6-600            **Assessment.**    The Board of Directors of the Association shall determine an annual budget, as defined in Article 6-200 of these By-Laws. Assessments shall be levied against and paid by the owner of each condominium unit on a monthly basis. Assessments are due on the first day of each month. If not paid by the tenth (10<sup>th</sup>) day a late fee may be assessed until paid.
- 6-700            **Delinquent Assessments.** In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate, against the unit owner owing the same in the manner set forth in RSA 356-B:46 and in the Declaration of Condominium. Each delinquent unit owner shall be responsible for attorneys' fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

#### ARTICLE 7. VIOLATIONS

- 7-100            **Violations.** In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws or the Residency Regulations, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, and if such violation shall continue for a period of ten (10) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws or the Residency Regulations, and the Association may then, at its option, have the following election: (a) an action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (b) an action in equity to enforce performance on the part of the unit owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within sixty (60) days from the date of a written request, signed by an aggrieved condominium unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to

be a hazard to public health may be corrected immediately as an emergency matter. A delinquent unit owner shall be liable for all costs and attorneys' fees in connection with collection, and shall be charged interest at the rate of twelve percent (12%) per annum on all unpaid sums. Condominium unit owners shall have similar rights of action against the Association for violations of the Condominium Instruments or its responsibilities thereunder.

#### ARTICLE 8. MORTGAGES

- 8-100 Notice to Board. An owner who mortgages his condominium unit shall notify the Board of the name and address of his mortgagee, and of eligible insurers or guarantors, if any, and shall file a conformed copy of the mortgage, and insurance certificate and guaranty, if any, with the Board. The Board shall maintain suitable records pertaining to such mortgages and other documents.
- 8-200 Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by an eligible mortgage holder, or eligible insurer or guarantor, shall promptly report any of the following: (i) any unpaid assessments for Common Expenses or other charges due from, or any other default by, the owner of the mortgaged condominium unit, which remain outstanding or unremedied for a period of thirty (30) days; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (iii) any condemnation loss which affects a material position of the Condominium or which affects the mortgaged condominium unit; or (iv) any proposed action which would require the consent of the mortgagees specified in Articles 14 or 15 of the Declaration or Article 10 of these By-Laws.
- 8-300 Notice of Default. The Board shall give written notice to a condominium unit owner of any default by said owner in the performance of any obligations under the Act, Declaration or By-Laws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each eligible mortgage holder, eligible insurer and guarantor with respect to such condominium unit whose name and address has theretofore been

furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the condominium unit which is the subject matter of such suit or proceeding.

- 8-400 Notice of Damage. The Board of Directors shall notify (i) each eligible mortgage holder, eligible insurer or guarantor with respect to a condominium unit whenever damage to said unit covered by the mortgage exceeds Five Thousand Dollars (\$5,000.00) and the Board is made aware of such damage; and (ii) all eligible mortgage holders, eligible insurers and guarantors whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

#### ARTICLES. TOTAL OR PARTIAL CONDEMNATION. LOSS OR DESTRUCTION

- 9-100 Condemnation Proceedings. The Association shall represent the condominium unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or parts thereof.
- 9-200 Condemnation Proceeds. In the event of a taking or acquisition of all or part of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable either to the Board or to a national or State of New Hampshire chartered banking institution as trustee for the use and benefit of the condominium unit owners and their mortgagees as their interests may appear.
- 9-300 When Repair and Reconstruction are Required. Subject to the provisions of Article 3 of the Declaration, in the event of damage to or destruction of all or part of the buildings 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.

- 9-400            **Procedure for Reconstruction and Repair.** 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 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. Proceeds for losses shall be payable to the Board, as trustee, subject to the prior rights of mortgagees of the Declarant under the terms of the mortgages held by them on one or more units.
- 9-500            **Deficiency in Proceeds.** If the proceeds of insurance are not sufficient or 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 condominium unit owners in proportion to their respective votes in the Association.
- 9-600            **Manner of Repair and Reconstruction,** Any such reconstruction or repair shall be substantially in accordance with the Declaration and the original plans and specifications under which the damaged building was originally constructed, unless other action is approved by 51% or more of eligible mortgage holders holding mortgages on condominium units subject to eligible holder mortgages.
- 9-700            **Encroachments.** 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 proceedings 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.
- 9-800            **Disbursements of Construction Funds.** The net proceeds of insurance collected on account of a casualty and the funds collected by the Board from assessments against condominium unit 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.

- 9-900            **Progress Payments.** The construction fund shall be paid by the Board in appropriate progress payments, to such contractors, or 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.
- 9-1000          **Accounting for Proceeds.** 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 distributed to the condominium unit owners.
- 9-1100          **Damage to Common Area and Condominium Units.** When the damage is to both Common Area and condominium 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 cost of repairing condominium units.

ARTICLE 10. NOTICES

- 10-100          **Notices.** Whenever notices are required to be sent hereunder, the same shall be sent:
- 10-200          **To Unit Owners.** To each unit owner by certified mail, return receipt requested, at his respective address at Alden Place Condominium, 6 McKinley Street and/or 1 Matthew Street, Concord, New Hampshire 03301.
- 10-300          **Deemed Sent When Mailed.** All notices shall be deemed and considered sent when mailed.
- 10-400          **Change of Place of Notice.** Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

#### ARTICLE 11. AMENDMENTS TO THE BY-LAWS

11-100        **Amendments.** Subject to Article 2-800 of the By-Laws, these By-Laws may be amended as set forth herein and in Article 8-100 of the Declaration. Except as otherwise provided in the Condominium Act and subject to Article 2-800 hereof, these By-Laws may be modified or amended either (i) by the vote of at least two-thirds (2/3) of the total voting power of all unit owners cast in person or by proxy at a meeting duly called or held, or (ii) by a written instrument duly executed by at least two-thirds (2/3) of the total voting power of all unit owners, or with the written consent of two-thirds (2/3) or more of the eligible mortgage holders holding mortgages on condominium units subject to eligible holder mortgages. All eligible mortgage holders shall receive thirty (30) days notice of proposed amendments, which notice shall request approval thereof. Any eligible mortgage holder who does not deliver or mail to the requesting party a negative response to the proposed amendments within thirty (30) days shall be deemed to have approved such request. No modification or amendment shall become effective until recorded in the Merrimack County Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

#### ARTICLE 12. RESIDENCY REGULATIONS

12-100        **Residency Regulations.** The Association may, from time to time, adopt and amend previously adopted administrative Residency Regulations governing the details of the operation and use of the Common Area and the units in the Condominium; provided, however, that no such Residency Regulations shall conflict with the Declaration or these By-Laws, and in the event of any conflict between the said Residency Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium property a copy of the Residency Regulations adopted from time to time by the Association. These Residency Regulations may be amended by the vote of seventy-five percent or more of the total voting power of all unit owners before such shall become effective.

### ARTICLE 13. ACCESS TO INFORMATION

- 13-100 **Right to Inspect.** Upon request, the Association shall make available to condominium unit owners and holders, insurers or guarantors of any first mortgage for inspection during normal business hours or under other reasonable circumstances current copies of the Declaration, these By-Laws, and the books, records and financial statements of the Association, but with respect to condominium unit owners, not more often than once per month.
- 13-200 **Audited Financial Statements.** Upon written request, the holders of 51% or more of first mortgages on units shall be entitled, within a reasonable time, to an audited financial statement of the Association for the immediately preceding fiscal year, or to have one prepared at their expense if one is not otherwise available. FNMA, FHLMC, HUD, the New Hampshire Housing Finance Authority, and any other similar public agency having a legal or prospective interest in the Condominium, upon written notice, may require the Association to prepare and deliver at the Association's expense an audited financial statement of the Association for the preceding fiscal year.

### ARTICLE 14. RIGHTS UPON RESALE

- 14-100 **Rights of Prospective Purchaser Generally.** In the event of any resale of a condominium unit by any person, the prospective condominium unit owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the documents set forth below. All such requests must be in writing, addressed to the Association, and must be answered within ten (10) business days from the date of the receipt.
- 14-200 **Statement of Unpaid Assessments.** A prospective purchaser a member of the Association, shall be entitled to a recordable statement setting forth the amount of unpaid assessments currently levied against the condominium unit. The request must be made in writing, addressed to the Board of Directors of the Association. The Association requires payment of a fee of Ten Dollars (\$10.00) as a prerequisite to the issuance of such a statement.

- 14-300 **Statement of Anticipated Expenditures.** A prospective purchaser shall be entitled to a statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two fiscal years.
- 14-400 **Statement of Reserves.** A prospective purchaser shall be entitled to a statement of any reserves for the major maintenance, replacement fund or working capital and any portion of such fund earmarked for any specified project by the Board of Directors.
- 14-500 **Other Information.** A prospective purchaser shall also be entitled to a copy of the income statement and balance sheet of the Association for the last fiscal year for which such a statement is available, a statement of any pending suits or judgments in which the Association is a party defendant, a statement setting forth what insurance coverage is provided for all unit owners by the Association and what additional insurance coverage would normally be secured by each unit owner, and a statement that any improvements or alterations made to the unit or to any limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the Condominium Instruments.

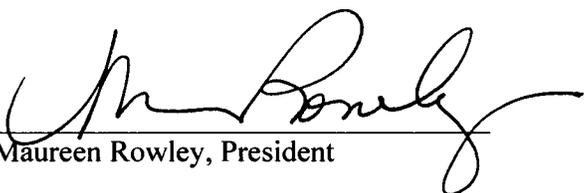
#### ARTICLE 15 SEVERABILITY: GENDER: INTERPRETATION

- 15-100 **Severability.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof or the Declaration.
- 15-200 **Gender.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
- 15-300 **Interpretation.** The provisions of these By-Laws shall be liberally construed under the laws of the State of New Hampshire to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

This amendment to the Bylaws was adopted by more than 2/3 of the condominium as evidenced by the signature pages attached hereto.

IN WITNESS WHEREOF, Alden Place Condominium Owners Association has caused these Amended Bylaws to be executed by its duly authorized officer.

Alden Place Condominium Owners Association

By:   
Maureen Rowley, President

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> of July, 2024, by Maureen Rowley, President known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public  
My Commission expires: July 14, 2026

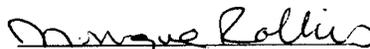
[signatures appear on following pages]



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

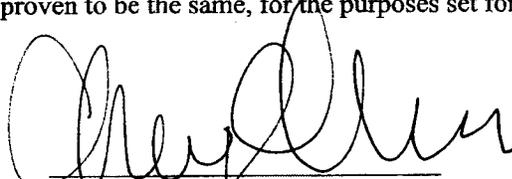
**UNIT OWNERS:**

Unit 1:

  
Monique Robbins

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 25 day of June, 2024, by  
Monique Robbins, known to me or sufficiently proven to be the same, for the purposes set forth  
herein.

  
Notary Public

CHERYL A. WHALEN  
Notary Public-New Hampshire  
My Commission Expires  
February 03, 2026



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

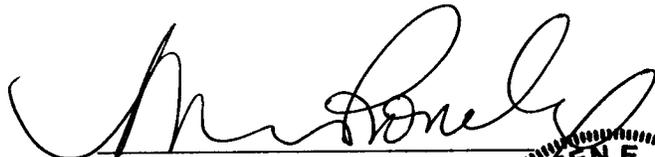
Unit 2:

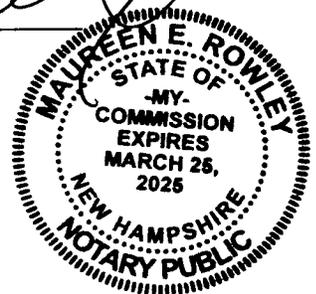
  
Mark Galusha

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2024, by Mark Galusha, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

Unit 3:

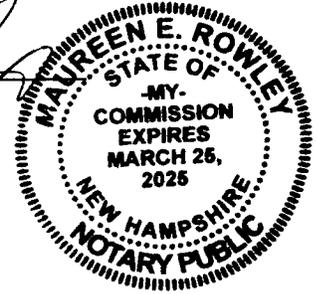
Rachael Landry  
Rachael Landry

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2024, by Rachael Landry, known to me or sufficiently proven to be the same, for the purposes set forth herein.

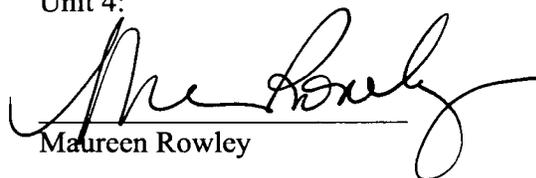
Maureen E. Rowley  
Notary Public



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

Unit 4:

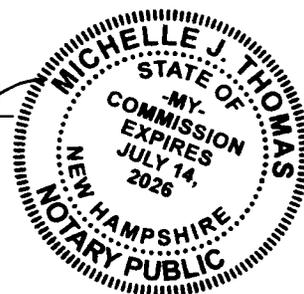
  
Maureen Rowley

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

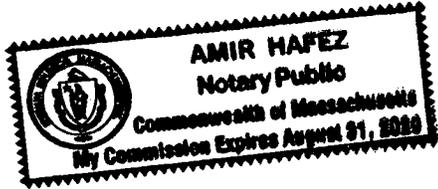
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2024, by Maureen Rowley, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:



Unit 5:

*Nancy Sharon*  
\_\_\_\_\_  
Nancy Sharon

*Massachusetts*

~~STATE OF NEW HAMPSHIRE~~  
COUNTY OF ~~MERRIMACK~~

*Middlesex*

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of ~~June~~ July, 2024, by Nancy Sharon, known to me or sufficiently proven to be the same, for the purposes set forth herein.

*[Signature]*  
\_\_\_\_\_  
Notary Public

**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

**UNIT OWNERS:**

Unit 6:

+ Elyse O'Rourke 7/18/24  
Elyse O'Rourke

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2024, by Elyse O'Rourke, known to me or sufficiently proven to be the same, for the purposes set forth herein.

[Signature]  
Notary Public

On this 15 day of July 2024, before me, the undersigned notary public, Elyse S O'Rourke personally appeared before me and provided satisfactory evidence of identification, which were NH Drivers License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM

UNIT OWNERS:

Unit 7:



David Hopper

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 17 day of ~~June~~ <sup>July</sup>, 2024 by David Hopper, known to me or sufficiently proven to be the same, for the purposes set forth herein.



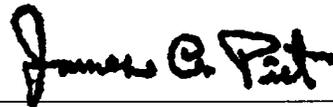
Notary Public



**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

Unit 8:



James Piet

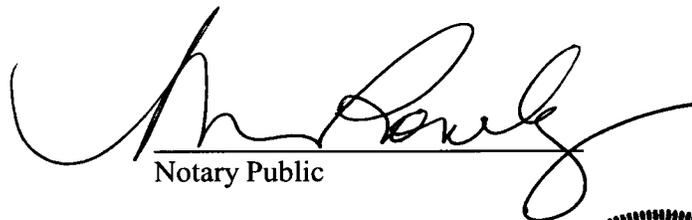


Patricia Vincent-Piet

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2024, by James Piet and Patricia Vincent-Piet, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public

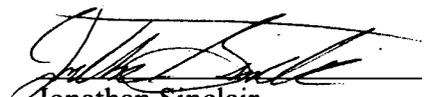


**ADOPTION OF AMENDED BYLAWS OF THE CONDOMINIUM  
ALDEN PLACE CONDOMINIUM**

UNIT OWNERS:

Unit 10:

  
Kendra Garvin

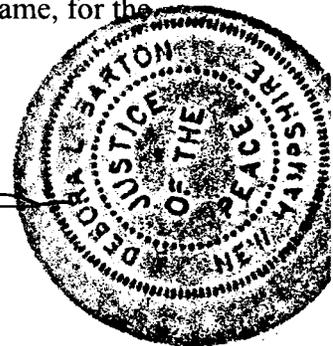
  
Jonathan Sinclair

MCRD

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 9 day of <sup>July</sup>~~June~~, 2024, by Kendra Garvin and Jonathan Sinclair, known to me or sufficiently proven to be the same, for the purposes set forth herein.

  
Notary Public



Debora L. Barton Justice of the Peace  
State of New Hampshire  
My Commission Expires May 3, 2028