



# Town of Hopkinton Planning Department

330 Main Street, Hopkinton NH 03229-2627 - (603) 746-8243 - [planzone@hopkinton-nh.gov](mailto:planzone@hopkinton-nh.gov)

## HOPKINTON PLANNING BOARD PUBLIC NOTICE – AGENDA SEPTEMBER 13, 2022

The Hopkinton Planning Board will meet on Tuesday, September 13, 2022, at 5:30 PM in the Hopkinton Town Hall, 330 Main Street, Hopkinton, to review and take action on the following:

- I. **Call to Order/Roll Call.** (Review attendance of regular members, the seating of alternate members, and determine quorum).
- II. **Conceptual Consultations.**
- III. **Applications/Public Hearings.**

**#2022-09 Cedar Street Townhomes, LLC** Condominium conversion of Lot 35.1, Tax Map 102, 71 Cedar Street, VR1 District. A public hearing will immediately follow if the application is accepted as complete.

- a) Determine completeness
- b) Regional Impact, if any (RSA 36:54-58)
- c) Public Hearing
- d) Deliberation/Action on Application

**#2022-10 Cedar Street Townhomes, LLC** Condominium conversion of Lot 35.2, Tax Map 102, 73 Cedar Street, VR1 District. A public hearing will immediately follow if the application is accepted as complete.

- a) Determine completeness
- b) Regional Impact, if any (RSA 36:54-58)
- c) Public Hearing
- d) Deliberation/Action on Application

**#2022-11 Contoocook Holdings, LLC** Site plan Review and Architectural Design Review of signage, parking modifications, and outdoor dining and entertainment, 14 Park Avenue, Tax Map 101, Lot 71, VB1 District. A public hearing will immediately follow if the application is accepted as complete.

- a) Determine completeness
- b) Regional Impact, if any (RSA 36:54-58)

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*The Planning Board reserves the right to adjourn the meeting/public hearing at 9:30 PM. All agenda items will be rescheduled for the Planning Board's next scheduled meeting/public hearing.*

- c) Public Hearing
- d) Deliberation/Action on Application

**#2022-12 Cedar Street Holdings, LLC** Site plan Review and Architectural Design Review of restaurant and parking modifications, signage, and outdoor dining and entertainment, 16 Cedar Street, Tax Map 101, Lot 18, VB1 District. A public hearing will immediately follow if the application is accepted as complete.

- a) Determine completeness
- b) Regional Impact, if any (RSA 36:54-58)
- c) Public Hearing
- d) Deliberation/Action on Application

#### **IV. Review of Minutes and Notice of Decision of July 12 and August 9, 2022.**

#### **V. Other Business.**

- a) Voluntary Merger pre-existing lots owned by Cedar Street Holdings, LLC, shown as lots 18 & 19 on Tax Map 101, Cedar Street, VB1 district (RSA 674:39-a).
- b) Rules of Procedure (Draft Revisions).
- c) Master Plan Community Facilities Chapter (Status).
- d) Zoning Amendments 2023 (Proposed).
- e) Any other business that may legally come before the Board.

#### **VI. Adjournment** (Next regular meeting is Tuesday, October 18, 2022).



# Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • [www.hopkinton-nh.gov](http://www.hopkinton-nh.gov)

Tel: 603-746-3170

Fax: 603-746-3049

## PLANNING BOARD APPLICATION

- ☒ Site Plan Review   ☐ Architectural Design Review (Commercial/Industrial - ZO Section IV-A)  
☐ Preliminary Review (SD Section II)   ☒ Subdivision   ☐ Lot Line Adjustment/Annexation  
☐ Conditional Use Permit (ZO Section III)   ☐ Special Use Permit (ZO Section VIII)

**PROJECT LOCATION:** Cedar Street   **MAP/LOT:** 102 / 35 / 1   **ZONE:** VR-1

**APPLICANT:** Cedar St. Townhomes, LLC

**Address:** 44 North Shore Road   **City:** Derry   **State:** NH   **Zip:** 03038

**Phone:** 774-327-8331   **Email:** shaungeary@masiello.com

**OWNER(s)**

**Name:** Same as applicant

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**PROFESSIONALS (engineer, architect, surveyor, attorney, wetland/soil scientist, etc.):**

**Name:** Scott R Frankiewicz, LLS (New Hampshire Land Consultants, PLLC)

**Address:** 683C First NH Turnpike   **City:** Northwood   **State:** NH   **Zip:** 03261

**Phone:** 603-942-9220   **Email:** scott@nhlandconsultants.com

**Name:** Bernie Temple, PE

**Address:** P.O. Box 7   **City:** Gilmanton   **State:** NH   **Zip:** 03837

**Phone:** 603-630-1008   **Email:** temple2@tds.net

☒ Residential   ☐ Recreational   ☐ Agricultural   ☐ Institutional   ☐ Commercial/Industrial   ☐ Accessory

☒ Public Water   ☒ Public Sewer   ☐ Well   ☐ Septic

**Lots/units proposed:** 2   **Existing Building Area:** 1,719 sq ft   **Proposed Building Area:** 1,719 sq ft

**% Open Space:** \_\_\_\_\_ (Note: Building Area refers to gross area)

### **Application Submission Requirements:**

Original and ten (10) copies of the application, along with all supporting document(s), including reductions of the final plan(s) to no more than 11" x 17".

☒ Narrative description of proposal (include existing conditions and all related improvements).

☒ Application checklist.

NA ☐ Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.

☒ Property deed and existing/proposed easements, covenants, and restrictions.

☒ Tax Map of subject parcel and abutting properties.

NA ☐ Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

# PLANNING BOARD APPLICATION

- ☒ Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and  
NA Phasing Plan (when applicable).
- ☒ Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- ☒ Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- ☒ Four (4) paper prints of the plan(s) at full scale.
- ☒ Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton
- |                                      |          |  |
|--------------------------------------|----------|--|
| Major Subdivision .....              | \$500.00 | Application Fee, \$100.00 per Lot/Unit                         |
| Minor Subdivision .....              | \$250.00 | Application Fee, \$100.00 per Lot/Unit (2 units x \$100=\$200) |
| Lot Line Adjustment/Annexation ..... | \$100.00 | Application Fee  |
| Site Plan Review .....               | \$300.00 | Application Fee, \$100.00 per Unit (Res./Non-Res.)             |
| Site Plan Review Change of Use ..... | \$150.00 | Application Fee  |
| Conditional Use Permit .....         | \$500.00 | Application Fee (Wireless Telecommunications)                  |
| Public Notice Mailing .....          | \$ 10.00 | per Address (Owner, Applicant, Agent, Abutter)                 |
| Newspaper Notice .....               | \$ 75.00 | \$250+\$200+\$160+\$75=\$685.00                                |
- NA ☐ Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

## Final Submission Requirements (after Planning Board action):

- ☐ Four (4) paper prints of the final plan set at full scale.
- ☐ Mylar(s) – The Merrimack County Registry of Deeds requires that the UPPER LEFT-HAND CORNER, INSIDE THE BORDER, of the plat to be RESERVED for recording information entered by the Registry - No smaller than 7" long X 1" wide.
- ☐ PDF of the final plan set, including architectural and site photographs - emailed or thumb drive.
- ☐ Recording Fees: (Separate Checks) Made payable to Merrimack County Registry of Deeds
- |                     |          |                      |
|---------------------|----------|----------------------|
| Recording Fee ..... | \$ 26.00 | per Page (22" x 34") |
| LCHIP Fee .....     | \$ 25.00 | per Document         |

I represent to the best of my knowledge and belief that this application is being submitted in accordance with applicable regulations and ordinances of the Town of Hopkinton. I also understand that submittal of this application shall be deemed as granting permission for the Planning Board members and their designees to enter onto the property for purposes of inspections and review. Permission to visit the property extends from the date an application is submitted until approved work or construction is complete and any or all of the financial guarantees, if any, have been returned to the applicant, or until the application is formally denied. Furthermore, I agree that the proposed project will be performed in accordance with this application, the attached plans and specifications, and the regulations and ordinances of the Town of Hopkinton.

Applicant's Signature: Shane Carter dotloop verified 08/18/22 7:39 PM EDT VFFY-9RTW-HX3I-VUOZ Date: \_\_\_\_\_

Owner's Signature(s): Shane Carter dotloop verified 08/18/22 7:39 PM EDT PCJS-XC9Z-IT37-BTVS Date: \_\_\_\_\_

Application Filed: 8/19/22 Fees: \$685.00 Office Use: CK5921 Application #: 2022-9

Notice(s) Posted/Mailed: \_\_\_\_\_ Complete/Consideration: \_\_\_\_\_

Meeting(s)/Hearing(s): \_\_\_\_\_

Approved/Denied: \_\_\_\_\_ ☐ Conditions MCRD Filing: \_\_\_\_\_

MCRD Document #: \_\_\_\_\_





## TRANSMITTAL:

**Date:** 8-19-22

**To:** Town of Hopkinton  
Planning Department  
330 Main Street  
Hopkinton, NH 03229

**Re:** 2-Unit Condo Subdivision, Tax Map 102 Lot 35-1, Cedar Street Townhomes, LLC,  
71 Cedar Street, Hopkinton, NH 03229

**The following items are enclosed:**

- To:**
- Application, supporting data and fees
  - 4 sets of 22" x 34" plans
  - 10 sets of 11"x17" plans

Sincerely,  
Scott R. Frankiewicz  
New Hampshire Land Consultants, PLLC

Scott R.  
New H.

**Owner of Record**

**Tax Map 102 Lots 35-1**

Cedar Street Townhomes, LLC

P.O. Box 818

Derry, NH 03038

**Property addresses:** 71 Cedar Street

**Abutters list**

**Tax Map 102 Lot 34**

49 Cedar Street, LLC

P.O. Box 818

Derry, NH 03038

**Tax Map 101 Lot 14.2**

Cedar Street Properties, LLC

C/O Stephen Tate

P.O. Box 1253

Grantham, NH 03753

**Property address:** 27 & 29 Cedar Street

**Tax Map 101 Lot 13**

Scott & Brett Crathern

163 Gould Hill Road

Contoocook, NH 03229

**Property address:** 25 Cedar Street

**Tax Map 102 Lot 46**

United Methodist Church

P.O. Box 356

Contoocook, NH 03229

**Property address:** 24 & 28 Maple Street

Scott & Br

**Tax Map 102 Lot 45**

Joshua Smith

115 N. Main Street

Boscawen, NH 03303

**Property Address:** 40 Maple Street

Scott & Br  
Tax Map

**Tax Map 102 Lot 36**

Glenn & Melissa Smart  
81 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 29**

David Fisk  
88 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 30**

Daniel & Janice Aranki  
70 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 31**

Andis & Florence Serzans  
69 Cedar Street  
Contoocook, NH 03229

**Professional**

New Hampshire Land Consultants, PLLC  
683C First NH Turnpike  
Northwood, NH 03261

69 Cedar St  
Contoocook

69 Cedar St  
Contoocook

Return To:  
Cedar Street Townhomes, LLC  
44 North Shore Road  
Derry, NH 03038

\_\_\_\_\_  
(Intentionally left blank for recording purposes) \_\_\_\_\_

**DECLARATION OF CONDOMINIUM FOR  
71 CEDAR STREET TOWNHOMES CONDOMINIUM**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by **Cedar Street Townhomes, LLC**, of 44 North Shore Road, Derry, NH, 03038, (hereinafter called the "Declarant"), for the purposes of submitting certain property situate at 71 Cedar Street, Hopkinton, County of Merrimack and State of New Hampshire, to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, NH RSA Chapter 356-B (hereinafter sometimes called the "Act");

**WHEREAS**, the Declarant owns a certain tract of land, with improvements thereon, situated on and known and numbered as 71 Cedar Street, Hopkinton, County of Merrimack and State of New Hampshire, that they intend by this instrument to convert to condominium usage known as "**71 Cedar Street Townhomes Condominium**" (sometimes hereinafter referred to as "the Condominium"); and,

**WHEREAS**, the Declarant intends to sell and convey condominium units in said condominium, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which they desire to impose thereon under a general plan of improvement of the Condominium for the benefit of both of said Condominium Units and the future Owners thereof;

**NOW THEREFORE**, the Declarant hereby declares that all of the premises described in **Appendix A** attached hereto, including the Units and other improvements located or to be located thereon, and all easements, rights, and the appurtenances belonging thereto shall be 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 declaration of said premises into condominium use; 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 the said Condominium Unit in favor of the other Condominium Unit therein; to create reciprocal rights and privity of contract and estate among all persons acquiring or owning an interest in any of said Condominium Units, including the Declarant, their grantees, heirs, devisees, successors, and

assigns, which shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, their grantees, heirs, devisees, successors, and assigns.

## **ARTICLE 1**

### **DEFINITIONS**

- 1-100** Certain of the terms as used in this Declaration and in the Bylaws which are annexed hereto as Appendix B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore.
- 1-101** "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102** "Assessment" means that portion of the cost of repairing and managing the property which is to be paid by each Unit Owner.
- 1-103** "Association" or "Association of Owners" means the Unit Owners acting as a group in accordance with the Act, the Declaration and the Bylaws.
- 1-104** "Building" means the structure containing units located on the property subject to this Condominium.
- 1-105** "Bylaws" means the instrument attached hereto as Appendix B and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1-106** "Common Area" means all that portion of the Condominium other than the Units and is more particularly described in Article 2-400 hereof. Common Area includes Limited Common Area.
- 1-107** "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, 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.
- 1-108** "Common Income" means all income collected or accrued by or on behalf of the Association, other than income derived from a special assessments against the individual units as provided for in Article 5-100 or Article 7-100 hereof.
- 1-109** "Condominium" means the real property and any interests therein described in Appendix A hereof.
- 1-110** "Condominium Instruments" means this Declaration and the Appendices annexed hereto as the same from time to time may be amended. Said Appendices are as follows:

**Appendix A** - A legal description of the real property subject to this Declaration. Also included within the scope of Appendix A are the following surveyor's and engineer's plans:

As-Built Site Plan in conformance with RSA 356-B:20, I.

Floor Plans in conformance with RSA 356-B:20, II.

These plans will be recorded simultaneously with this Declaration in the Merrimack County Registry of Deeds.

**Appendix B** - Bylaws of the 71 Cedar Street Townhomes Condominium.

- 1-111** "Condominium Rules" means such Occupancy Regulations as the Association from time to time may adopt relative to the use of the Condominium, or any part hereof.
- 1-112** "Condominium Unit" means a Unit together with the undivided interest in the Common Area appertaining to that Unit.
- 1-113** "Declarant" means Cedar Street Townhomes, LLC, 44 North Shore Road, Derry, NH, 03038.
- 1-114** "Declaration" means this instrument.
- 1-115** "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of one of the Units as set forth in section 2-500 hereof.
- 1-116** "71 Cedar Street Townhomes Condominium" means the premises described in Appendix A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, owned by Association which has been or is intended to be submitted to the provisions of the Act.
- 1-117** "Share" means the undivided interest in and to the Common Area attributed to each Unit as set forth in Article 2-600.
- 1-118** "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-119** "Unit Owner" means one or more persons who own a Condominium Unit.

**ARTICLE 2**  
**INFORMATION REQUIRED BY SECTION 356-B:16**

**2-100**      **Description of Land.** A legal description of the land on which the building and other improvements in the Condominium, is located is contained in Appendix A attached hereto and made a part thereof.

**2-200**      **Description of Building.** 71 Cedar Street Townhomes Condominium, is intended to contain a distinct building containing two individual Units located at 71 Cedar Street in Hopkinton New Hampshire as set forth on the Site Plan and having the features contained in the Floor Plan recorded contemporaneously with this Declaration.

**2-300**      **Description of Units.** The unit number and the dimensions of each Unit are shown on the Site Plan and Floor Plans referred to in Appendix A. The boundaries of each Unit with respect to floors, ceilings, walls, doors and windows are as follows:

**2-301**      **Horizontal Boundaries.**

(a) The upper horizontal boundary of each unit shall be the underside of the unfinished ceiling surface on the highest space level of each unit;

(b) The lower horizontal boundary of each Unit shall be the upper surface of the unfinished wood, concrete or earth on the lowest floor, which is described as part of a unit and not common area, on the floor plans contained in Appendix A.

**2-302**      **Vertical Boundaries.** The vertical boundaries of each Unit shall be the unfinished surface of the gypsum or plaster sheathing of any exterior perimeter wall and any demising walls separating units, and shall include the undecorated exterior surface of all doors and window frames as well as the undecorated exterior surface of all windows and window frames. The window glass shall be considered part of the condominium Unit.

**2-400**      **Description of Common Area.** The Common Area includes, but not by way of limitation:

The land on which the building containing the Units is located, and the walks, shrubbery, and other plantings, parking areas and other land and interests in land included in the description of the Condominium in Appendix A, to the extent that same is not labeled as Limited Common Area as depicted on the Site Plan recorded contemporaneously herewith. To the extent that the Site Plan so recorded identifies an area as Limited Common Area or Common Area, said plan shall control.

The building excluding the Units as well as the well supplying water to the Units, the sewerage disposal systems, electrical, cable television and telephone systems serving the Condominium, to the extent said systems are located within the Condominium and are not owned by the supplier of the utility 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), and specifically including any portion thereof entirely encased within other common area outside the Unit, including but not limited to any and all pipes, ducts, conduits, wires and other utility installations, as well as appliances, plumbing fixtures, electrical systems, heating (including, but not limited to, flues, chutes and chimneys), air conditioning, cooling, and ventilation systems and all associated wiring and piping servicing a single Unit, and all other such facilities for the furnishing of utility services or waste removal even if such facilities or items are outside the boundaries of the Unit they serve and/or are entirely encased by or located within other Common Area within or without the Unit served. If any such item extends outside the boundaries of the Unit it serves, the Association shall be secondarily responsible (after the owner of the Unit served by it, who shall be primarily responsible for its maintenance, repair and/or replacement), for attending to it, and if required to so attend to its repair, the Association may assess all costs incurred in such repair or replacement, in the discretion of the members thereof, to the Owner of the Unit served.

All other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Appendix A shall be considered Common Area.

**2-500**      **Description of Limited Common Area.** The Limited Common Areas of the Unit shall include heating apparatus, doorsteps, porches, balconies, patios, driveways, walkways and any other apparatus designated to serve a single unit but located outside the boundaries thereof, as well as any areas designated on the floor plans as limited common element.

**2-600**      **Unit Values.** An undivided interest in the Common Area is allocated to each Condominium Unit as per the following schedule. There shall appertain to each Condominium Unit in the Condominium, for voting purposes in connection with meetings of the Association, a vote equal to the Unit's percentage interest in the Common Area as shown by the following schedule of undivided interests in the Common Area. Where a particular Condominium Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

<u>Unit</u>	<u>Percentage Interest in Common Area</u>
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1	50%
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**2-700**        **Statement of the Purposes of Condominium Use.** The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Regulations, are in furtherance of this purpose:

**2-701**        Each Unit shall be occupied and used only for private single family residential purposes by the Owner, or by lessees of the owner, and not for any business use except for the rights retained by the Declarant in Article 2-706. This restriction shall not be construed to prohibit owners from leasing their Condominium Units so long as the lessees consist of a single family and occupy and use the leased premises in accordance with the provisions hereof and such leases have a term of twelve (12) months or more. If a tenant has been deemed a nuisance or is in violation of these condominium instruments, by a written notice given to the offending Unit Owner by the other Unit Owner acting for the Association, the Association may terminate the lease and institute eviction proceedings in the name of the unit owner and at the offending unit owner's expense. Each Unit is restricted to single-family occupancy. Either party may enforce this restriction in the name of the Association. Neither Unit may be subdivided.

**2-702**        The Common Area shall not be used in a manner which is inconsistent with the residential 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 anyone causing such damage shall pay the expense incurred by the Association in repairing the same. No boats, boat trailers, snowmobiles, recreational vehicles or other personal property other than motor vehicles or motorcycles shall be stored or parked in the Common Area or Limited Common Area for a period of more than seven (7) consecutive days, or more than twenty-one (21) days in any year. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Association. Nothing shall prevent a Unit Owner from installing an air-conditioning unit or central air-conditioning system to serve his Unit and such system or unit shall be Limited Common Area to the Unit which it serves. Placement of an outside condenser or apparatus shall be placed in the reasonable discretion of the Unit Owner but must be shielded with shrubbery.

**2-703**        No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other 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 Association. No unit owner shall

cause to be stored within the common area basement any noxious or hazardous chemical nor store or cause to be stored any container containing any fuel or other element other than within the fuel storage containers existing within the Common Area and serving any unit.

- 2-704** Signs (except as provided in Paragraph 2-706 below) shall require the approval of the Association before being erected in the Common Area.
- 2-705** No more than two (2) household pets, each being no larger in size and in weight than fifty pounds, may be kept by the owners of any Unit. If any pet is deemed a nuisance by the other Unit Owner, the pet will be removed from residency within thirty (30) days of written notice signed by the other Unit Owner and delivered or left at the Unit of the offending animal. If a dispute arises with the term "nuisance", the parties agree to arbitrate the dispute.
- 2-706** The Declarant shall be deemed to be the owner of any Condominium Units not sold by the Declarant for voting and other purposes. The Declarant expressly reserves for themselves, their representatives and assigns, the right to show any such unit for the purpose of sale, including the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Condominium Units by the respective Unit Owners.
- 2-707** The Association is empowered to adopt and amend, from time to time, Condominium Regulations concerning the use of the Condominium and various parts thereof, which Regulations shall be furnished in writing to all Unit Owners and which Regulations shall not be violated.
- 2-708** Any consent of a Unit Owner referred to in this Article 2-700 - 2-709 may be withdrawn by the Unit Owner whenever it deems such withdrawal to be in the best interests of the Condominium.
- 2-709** None of the rights and obligations of the 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, except 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 an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.
- 2-800** **Person to Receive Service of Process.**

2-801 Any member of the Association who occupies a unit in the Condominium shall be the person to receive service of any lawful process in any proceeding arising under the act against the Association.

2-802 Service of any lawful or process in any proceeding arising under the Act against the Declarant may be made by serving the Declarant at their address stated herein.

### **ARTICLE 3**

#### **INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION**

3-100 **Insurance to be Obtained.** The Association shall obtain and maintain, to the extent obtainable, the following insurance:

3-101 A master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structure within the Condominium and the common elements that are located within the Common Area.

3-102 A master liability policy in such amounts as the Association from time to time determine, at its election, for Bodily Injury and Property Damage, insuring the Unit Owners' Association, all persons acting or who may come to act as agents or employees of the Unit Owners' Association with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit, or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any of the other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his Unit or within the Limited Common Area over which he has exclusive use.

3-103 Workmen's compensation insurance as required by law; and,

3-104 Such other insurance as the Association may determine including, any specialized policies covering lands or improvements in which the Unit Owners' Association has or shares ownership or other rights.

3-200 **General Insurance Provisions.**

3-201 The Association 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 3-100 above, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 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.

**3-202**

The Association shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

(a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Association, 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 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 days' written notice to all of the insured thereunder (including Unit Owners) and all mortgagees of Condominium 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 owners or their mortgagees; and,

(e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

**3-203**

Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association pursuant to Article 3-100 above, and each Owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.

**3-300**

**Procedure in the Event of Damage or Destruction.** In the event of damage or destruction of all or part of the Condominium, as a result of fire or other casualty the proceeds of the MASTER policy shall be used to repair, replace or restore the structure or common area damaged by casualty unless the unit owners vote to terminate the condominium in accordance with RSA 356-B:34.

**ARTICLE 4**

## **EXTENT OF OWNERSHIP AND POSSESSION BY OWNER**

- 4-100** Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his unit.
- 4-200** Each Unit Owner shall own an undivided interest in the Common Area equal to his percentage as set out in Article 2-600. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, 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. Subject to the provisions of this Declaration, each Unit Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he 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.
- 4-300** Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his Unit. 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.

## **ARTICLE 5** **OWNER'S OBLIGATION TO REPAIR**

- 5-100** Each Unit Owner shall, at his own expense, keep his Condominium Unit and its equipment and appurtenances, including but not limited to the well pump and septic system serving their Unit, in good order, condition and repair. In addition to keeping the foregoing and the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, Limited Common Area, and other property which are not Common Area, and which are located within or without their Condominium Unit, notwithstanding that any one or the other, or part thereof of the foregoing may be located in the Common Area, the heating equipment is the property of the Unit heated by the appliance and as such the maintenance, replacement and repair of the heating unit is the responsibility of the individual Unit Owner. Each Owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing water services or waste removal which are Common

Area within his Condominium Unit. In the event an Owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him by the Association, the Association may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work in his 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 Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his Unit. Nothing in this section shall be construed to limit a Unit Owner's requirement to maintain their respective well pump and septic system.

- 5-101** Each unit owner shall have the express right to add one (1) shed not exceeding one hundred and fifty (150) square feet to the Condominium within the Common Area or Limited Common Area adjacent to their respective unit to the extent same complies with local building code and other zoning or planning ordinances and Federal, State or Municipal regulation of land use, including without limits, setbacks and use restrictions. Each such shed shall be designed and constructed and located in a manner so as to maintain the architectural integrity, appearance and cohesive design of the Condominium as a whole. The shed shall be used after construction only as an accessory building to the unit, and shall not be used as a dwelling unit at any time. To the extent that either unit owner exercises the right here-created, he shall cause plans for the construction to be created and offer same for review to the other unit owner, and shall allow a period of thirty (30) days for the other owner to review before beginning construction. Should a dispute arise as to the construction, placement or use of any such shed, the parties shall act in accordance with Article 22 hereof. The election to exercise the right here created is conditioned upon the unit owner complying with all building, land use, zoning and other applicable codes, statutes or ordinances, failing which the unit owner shall be responsible

## **ARTICLE 6**

### **PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

- 6-100** No Unit Owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Association:
- 6-101** Make or permit to be made any structural alteration, improvement, or addition in or to his Condominium Unit or in or to any other part of the Condominium, unless same is conducted with the express authorization of the Association. Any such addition to the Condominium unit shall neither create a separate or additional unit

nor divide a unit into a multi-unit dwelling. The Unit owner intending to make any such addition, alteration or improvement to his unit shall bear sole responsibility for the payment of all fees, including regulatory, permitting, surveying, planning, and attorney's fees associated with such addition, and any changes or Amendments required to this Declaration or the Plans submitted herewith, and shall prepare at his sole expense any and all requested documents, plans, or mock-ups of said addition so as to allow the association, or the Declarant if same shall still retain control of the Condominium, and all other unit owners to review said alteration or addition prior to approval;

- 6-102** 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;
- 6-103** Impair any easement or right or personal property which is a part of the Condominium;
- 6-104** Paint or decorate any portion of the exterior of the building or any other structure in the Condominium or any Common Area therein.
- 6-105** The Association will act in the best interest of the Condominium in approving or disapproving the foregoing requirements.

## **ARTICLE 7**

### **ENTRY FOR REPAIRS**

- 7-100** The Association shall have the irrevocable right, to be reasonably exercised by its agent, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Association is responsible and shall have the irrevocable right, to be reasonably exercised by the Association or its agents, to enter any Condominium Unit or Limited Common Area 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 Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Association 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**

### **BYLAWS**

- 8-100** The Bylaws shall be as set forth in Appendix B attached hereto. The Bylaws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Merrimack County Registry of Deeds.

## **ARTICLE 9**

### **CONVEYANCES**

- 9-100** The sale and leasing and mortgaging of Condominium Units shall be subject to the following provisions notwithstanding anything herein elsewhere contained;
- 9-200** A Unit may be sold or leased by its Owner without the approval of the Declarant or the Association, provided however, that any lease or rental agreement must be in writing and no Unit may be leased or rented for less than twelve (12) months.
- 9-300** **Notice to Association.** The Unit Owner intending to make a sale of his Condominium Unit shall give notice to the Association of the name and address of the intended purchaser and such other information as the Association may reasonably require for record keeping purposes, but this shall not be construed as granting the Association the right of approval of Unit sales.

## **ARTICLE 10**

### **ASSESSMENTS**

- 10-100** Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Article 5 or Article 7 hereof, and all other assessments made against him by the Association in accordance with the terms of the Declaration and Bylaws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46. No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Association all such expenses theretofore incurred and sums theretofore assessed by the Association against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium 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 condominium unit. Such request shall be in writing and shall be directed to the Association. The statement shall be binding on the Association 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. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or other



purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lien of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, if the law does not make such mortgagee or purchaser liable, but shall be liable for unpaid expenses and assessments becoming due thereafter.

**10-200**

The Association shall have the right to charge interest at Eighteen (18%) per annum, or at the maximum lawful interest rate for unpaid common expenses or other expenses or assessments from the due date. In addition, it shall have the right to charge unit owners \$5.00 per month for duplicate billing charges, and other costs including attorney's fees in the event the Association is required to proceed with collection to obtain payment of such expenses. Any lien may be exercised for any unpaid common expense or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid common expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46, I. The lien, including interest, costs and attorney's fees may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgage, or by suit brought in the name of the Association, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment. The Unit Owner who has paid all of his Common Expenses may act on behalf of the Association to enforce this provision against the Unit Owner who is delinquent in payment of Common Expenses or assessments.

#### **ARTICLE 11** **EMINENT DOMAIN**

**11-100**

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

#### **ARTICLE 12** **WAIVER**

**12-100**

The failure of the Association to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws 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 Association of payment of any assessment from unit owner with knowledge of the breach of any covenant hereto shall not be deemed a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

**ARTICLE 13**  
**LIABILITY OF THE MEMBERS OF THE ASSOCIATION**

- 13-100** The members of the Association 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 Association against all contractual liability to others arising out of contracts made by the Association 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 Bylaws. It is intended that the members of the Association 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 Bylaws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the members of the Association shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Association and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Association or any other insured under the liability insurance required by Paragraph 3-102.

**ARTICLE 14**  
**ENFORCEMENT**

- 14-100** Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the Condominium Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Condominium Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

**ARTICLE 15**  
**PERSONAL PROPERTY**

- 15-100** The Association may acquire and hold, for the benefit of the unit owners, 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 Area. A transfer of a condominium 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 16**  
**FHLMC/FNMA COMPLIANCE**

- 16-100** Notwithstanding the provisions of this Declaration and the Bylaws relating to amendments, the duly adopted regulations of the Federal Home Loan Mortgage Corporation, FHLMC, and the Federal National Mortgage Association, FNMA, as amended from time to time, shall control the procedure and substance of amendments that affect the rights of eligible mortgage holders, as such rights are defined in those regulations. The Association, in accordance with RSA 356-B:34, II, by a vote of both members, is authorized to consider and adopt amendments to this Declaration and to the Bylaws that may required in order to comply with the duly adopted regulations of the FHLMC or the FNMA.

**ARTICLE 17**  
**NOTICES**

- 17-100** All notices hereunder, and under the Bylaws and the Act to the Association shall be sent by United States mail to the Association at 71 Cedar Street, Hopkinton, New Hampshire, or to such other address as the Association 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 owners at their respective units and to such other addresses as any of them may have designated to the Association. 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 18**  
**SEVERABILITY**

- 18-100** 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 19**  
**GENDER**

- 19-100** 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 20**  
**INTERPRETATION**

- 20-100** 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.

**ARTICLE 21**  
**AMENDMENT**

- 21-100** Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of both of the unit owners, cast in accordance with the provisions hereof and of the Bylaws, which amendment shall become effective upon recordation at the Merrimack County Registry of Deeds. No such amendment shall be contrary to the provisions of the Condominium Act.

**ARTICLE 22**  
**ARBITRATION**

- 22-100** In the event of a dispute between the Unit Owners, the dispute will be resolved in the first instance by mediation. In the event that mediation is needed, the Unit Owners shall select a mutually agreeable mediator, who shall be a mediator located within the State of New Hampshire. If the Unit Owners are unable to mutually agree on the selection of a mediator, they shall each select a mediator and the selected mediators shall then select a mediator. In the event that the mediation does not result in a mediated agreement, then in the second instance the Unit Owners will resolve any such dispute by binding arbitration. The Arbitrator shall be mutually selected or selected in the same manner as the mediator above should mutual agreement not occur. The costs of mediation or arbitration will be borne by the party or parties decided by the arbitrators which may become a lien on the Unit or Units in accordance with the terms hereof.

**IN WITNESS HEREOF**, the Declarant, Cedar Street Townhomes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

\_\_\_\_\_  
Shaun Geary, Manager

**STATE OF NEW HAMPSHIRE**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Shaun Geary, Manager of Cedar Street Townhomes, LLC, in his capacity as Manager of the Declarant of 71 Cedar Street Townhomes Condominium, for the purposes herein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace

**APPENDIX A**

**SUBMITTED LAND**

*Insert Full Legal Description Here*

***THIS NEEDS TO BE PREPARED BY THE SURVEYOR/ENGINEER***

*See, Book \_\_\_\_\_, Page \_\_\_\_\_, in the Merrimack County Registry of Deeds for a descriptor of the Property, which description is incorporated herein.*

**APPENDIX B**  
**BYLAWS**  
**OF**  
**71 CEDAR STREET TOWNHOMES CONDOMINIUM ASSOCIATION**

**71 Cedar Street**  
**Hopkinton, New Hampshire 03229**

**ARTICLE I**  
**Purpose and Applicability**

**Section 1. Purpose.** There shall be established, pursuant to RSA 356-B:35, a Unit Owners Association (hereinafter, "Association") to administer the condominium property in accordance with and subject to the provisions of the New Hampshire Condominium Act, (the "Act"), the Declaration and these Bylaws, and any of the same as may be lawfully amended from time to time.

These Bylaws shall be utilized by the Association in conjunction with the Declaration for the daily governance of the condominium.

**Section 2. Applicability.** All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person who may use the facilities of the condominium in any manner, are subject to these Bylaws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a Unit shall constitute an agreement that these Bylaws are accepted, ratified and will be complied with.

**ARTICLE II**  
**The Association**

**Section 1. Name.** The name of this Association will be **71 Cedar Street Townhomes Condominium Association.**

**Section 2. Membership.** Each Unit Owner, upon acquisition of the condominium ownership interest in a Unit, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a Unit. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Unit Owner of the Unit, at which time the new Owner of the Unit shall automatically become a member of the Association.

The Declarant shall be a member of the Association with respect to all Units owned by the Declarant and shall have the right, without limitation, to exercise the voting power pertinent to such Units. Until the Association is organized, the Declarant shall have the power and responsibility to act in all instances where the act requires action by the Unit Owners' Association or any of its officers as allowed by RSA 356-B:36(III).

### **Section 3. Duties of the Association.**

a. Management. The administration, management, maintenance, repair, alterations and improvements of the condominium property, not the responsibility of a Unit Owner, shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

b. Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of good working order, in clean, neat, and safe condition and in conformity with all laws, ordinances, and regulations applicable to the condominium property.

c. Improvement and Repair Within Units. Except as may otherwise be expressly provided herein, the Unit Owner shall keep and maintain in a state of good condition and repair those parts of the condominium property (utilities) within each Unit by making all repairs, replacements, alterations and other improvements necessary. If a Unit and facilities and improvements appurtenant to a Unit become impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner fails after notice from the Association or other Owner to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or correct the condition in similar manner as in Article 7 of the Declaration. The Association shall charge and assess the cost and expenses thereof to the Unit Owner who should have performed the work. Either Unit Owner may act on behalf of the Association under this provision.

d. General Duties. The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws and the CONDOMINIUM ACT.

e. Delegation of Authority. The Association or its designated representative shall be responsible for representing the Unit Owners in negotiating any agreements, contracts, settlements, etc.

**Section 4. Creation of the Association.** The Association shall be organized or otherwise created after the sale of the second unit, or within thirty (30) days of the first anniversary of the sale of the first unit, whichever shall first occur, or as otherwise required by the Act.

## **ARTICLE III**

### **Meetings**

**Section 1. 1st Annual Meeting.** After formation of the Association, there shall be an annual meeting held within thirty (30) days of said formation at which time the Association shall call for an annual meeting to be held at least once each year after the formation. In the absence of such call, and annual meeting shall be automatically scheduled on the first anniversary of the initial meeting and in all years shall be held in accordance with the provisions of the Act.



**Section 2. Notice of Regular Meetings.** Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place and purposes(s) of such meetings shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these Bylaws to give such notice. Notice shall be delivered in hand or it shall be given by U.S. Mail, return receipt requested to both Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary. Notice of the time, place and purpose(s) of any meeting of members of the Association, may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him of notice of such meeting.

**Section 3. Place of Meetings.** Meetings of the Unit Owners shall be held at the condominium or such other suitable place convenient to the Unit Owners as may be designated by the officers of the Association.

**Section 4. Special Meetings.** Special meetings of the Association may be held at any reasonable time as requested by either Owner or representative of the Association upon a minimum of seven (7) days' notice provided to all members of the Association. In the event that any Owner is unable to attend, that Owner shall make every effort to notify the other Owner or the Association representative at least forty-eight (48) hours prior to the meeting. Upon receipt of notice of the unavailability of any Owner, such meeting shall be rescheduled the same time and place seven (7) days from the originally scheduled time. Subsequent unavailability of any Owner shall be governed by the provisions of Section 5 of this Article. Special Meetings shall be held on the premises of the condominium or at such other place within the City of Portsmouth, New Hampshire, as designated in the Notice of Hearing.

**Section 5. Adjourned Meetings.** If any Owner is unavailable to attend a special or regular or annual meeting of the Association, he shall notify the other Owner as provided in Section 4. If a special meeting, it shall be rescheduled in accordance with Section 4 whether or not the notice is received forty-eight (48) hours prior to the meeting unless an emergency exists. If a regular or annual meeting, the notice must be received forty-eight (48) hours in advance to entitle the requesting Owner to a postponement and if properly received, the meeting shall be rescheduled no less than ten (10) days after the original meeting date and new notice sent to the Owners in accordance with Section 2 of this Article. Any requests for additional postponements by an Owner shall be in writing and shall contain at least two (2) dates and times within ten (10) days of the postponed meeting when that Owner is available to attend said meetings. If a second postponement request does not contain that information, the remaining Owner may reschedule the twice postponed meeting and hold such a meeting and take any appropriate action whether or not the other Owner is in attendance.

**Section 6. Actions Without A Meeting.** All actions, which may be taken at a meeting of the Association, may be taken without a meeting, with the approval of or writing signed by both Unit Owners. The Secretary or his designee shall maintain a permanent record of all actions taken

without a meeting. Actual notice of said action by a Unit Owner prior to said action being approved, shall be deemed a waiver by him of the requirement that he receive notice of said action without a meeting.

## **ARTICLE IV**

### **Voting**

**Section 1. Allocation of Votes.** Each Unit Owner is allocated a number of votes proportionate to the undivided interest in the Common Area appertaining to each Unit. In this case both Unit Owners have equal votes.

**Section 2. Splitting Votes.** Since a Unit Owner may be more than one (1) person, if only one of such persons is present at a meeting of the Unit Owners' Association, that person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement. Such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word person shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner.

**Section 3. Proxies.** The Vote appertaining to any Unit may be cast pursuant to a Proxy or Proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one (1) person, by or on behalf of all such persons. No such Proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any Proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The Proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Any Proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that Proxy.

**Section 4. Quorum.** A quorum exists if persons entitled to cast 50% of the votes of the Association are present either in person or by Proxy at the beginning of such meeting.

**Section 5. Transaction of Business.** Except as where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of the Unit Owners, in good standing and entitled to vote, voting in person or by Proxy, is required to adopt decisions at any meeting of the Association, except for the election of the Officers of the Association which may be accomplished by a plurality of the votes. All voting undertaken in accordance with this Article IV shall be presumed to be valid until proven otherwise.

**Section 6. Breaking Deadlock.** It being understood that the Association is comprised of only two (2) Unit-owner Members, in the event that the unit owners are unable to reach agreement on

a measure, issue, item or other decision of the Association, or in the event of a lack of participation of one or the other Association Members, thereby being no majority vote cast, the Association's lawyer shall serve as a breaker of deadlock in any and all such cases or as the proxy of the non-participating Member for the purposes of casting votes. In the event that the Association does not have an identified or retained attorney, they each member of the Association shall consult an attorney and the attorneys consulted shall agree to the identity of a third attorney to serve as the attorney for the Association for review of the issue the subject of the deadlock and shall cast a deciding vote in breaking the same. The services of the initial attorneys consulted and the third attorney identified thereby shall be borne of the Association as an expenditure of the Association as set forth herein.

## **ARTICLE V**

### **Officers**

**Section 1. Designation and Election of Officers.** The principal officers of the Association shall be a President and a Secretary/Treasurer. At the first organizational meeting of the Association, it shall elect a President and a Secretary/Treasurer from the Members for a term of two (2) years. Subsequently the officers shall be rotated every two years between the Unit Owners and each officer shall serve until his term has expired, he has been replaced by a vote of the Association, or he has ceased to have an ownership interest in a Unit. In the event that a term of an officer expires, and no election has taken place to designate a successor, then that officer shall continue in office until such election takes place.

**Section 2. President.** The President shall be the chief executive officer; the President shall preside at meetings of the Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; the President shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all of the general powers and duties that are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire. Any of the powers of the President herein may be designated to a management company or any other designee, although the President shall assume final responsibility for all Association actions.

**Section 3. Secretary/Treasurer.** The Secretary/Treasurer will keep the minutes of all meetings of the Association and shall provide such notices as are necessary to the Unit Owners. The Secretary/Treasurer shall, in general, perform all duties incident to the office of Secretary and Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. In addition, the Secretary/Treasurer shall maintain the following:

- (a) A complete list of the Unit Owners and their last known post office addresses;
- (b) A complete list of the names and addresses of mortgagees holding mortgages on Units together with a conformed copy of the recorded mortgage;
- (c) Copies of the Condominium documents and minutes of meetings; and,

(d) A register setting forth the place to which all notices to Unit Owners shall be delivered. These lists and condominium documents shall be open to inspection by both Unit Owners and other persons lawfully entitled to inspect the same at reasonable hours upon reasonable notice. The Secretary may delegate some or all of these duties to another person that is approved by the Association.

The Secretary/Treasurer shall have custody of all funds and securities that are not under control of a manager, if any, and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, shall deposit moneys and other valuable effects in such depositories and under such names as may be designated by the Association. Such records shall include without limitation chronological listings of all assessments and common expenses on account of the Common Area and the amounts paid and the amounts due on such assessments by each Unit Owner. The books and records of the Association shall be kept in accordance with generally accepted accounting principles and procedures. The Secretary/Treasurer will also disburse funds as ordered by the Association, where possible taking proper vouchers for disbursements, and shall render to the Members at regular meetings of the Association whenever he may require it, an account of all transactions and of the financial condition of the Association. Both Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

**Section 4. Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such unless and until authorized by a vote of the Association at an annual meeting.

**Section 5. Fidelity Bonds.** The Association may require that all officers, agents or other designated persons to furnish adequate fidelity bonds. Premiums for such bond shall be considered a common expense.

**Section 6. Liability of Officers, Unit Owners, and Unit Owners' Association.** No officer of the Association shall be liable to the Unit Owner for any mistake of judgment, negligence, or otherwise, except for his individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration or these Bylaws or rules promulgated pursuant to Article VII, as lawfully amended from time to time ("Rules"). The Unit Owner shall indemnify and hold harmless each of the officers from and against (i) all contract or negligence liability to others arising out of the contracts made by, and action taken or omitted by, the officers on behalf of the Unit Owner unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such officers in connection with any threatened, pending or completed action, suit or proceeding unless said officer acted in bad faith or was guilty of willful misconduct. It is intended that the officers of the Association shall have no personal liability (except as Unit Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless, made, taken or omitted in bad faith or due to willful misconduct. It is also intended that the liability of any Unit Owner arising out of any contract, action or omission made by an officer of the Association or out of the aforesaid indemnity in favor of the officers of the Association shall be limited to such proportion of the

total liability thereunder as his interest bears to the interest of both Unit Owners. Every written agreement made by an officer of the Association or by a manager on behalf of the Unit Owners, shall, if obtainable, provide that the officers of the Association or the manager, as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder is as his interest bears to the interests of both Unit Owners.

The Unit Owners' Association shall be liable to the Unit Owners or either of them so affected by or as a result of any failure of any well or other source of water supply, only to the extent that the same is situate within a Common Area and/or to the extent that the same is a Common Expense, and shall be liable to for the failure of any other services to be obtained by the Association or paid for as a common expense, as well as for injury or damage to person or property caused by the elements within the Common Area, which shall be covered by the Condominium Master Policy or some other insurance policy. The Unit Owners' Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Unit Owners' Association to comply with any law, ordinance or with the order or directive of any governmental authority.

**Section 7. Ratification.** The Unit Owners' Association may ratify any actions taken by an officer of the Association subsequent to such actions and thereby gives such action full force and effect as though approved by the Unit Owners' Association in advance.

**Section 8. Powers and Responsibilities of The Officers of the Association.** The affairs and business of the Condominium shall be managed by officer of the Association (herein referred to as the "officer"), which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and Unit Owners' Association and may do all such acts and things, as are not prohibited by the Condominium Act, or by these Bylaws directed to be exercised and done exclusively by the Association. In addition to the general duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the officer shall, on behalf of the Association, be responsible for the following:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for common expenses;

(b) Make assessments against Unit Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Unit Owners, collect said assessments, deposit the proceeds thereof in a bank depository approved by it, and use the proceeds to carry out the administration of the Property. Unless otherwise determined by the Association, the annual assessments against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment shall be due and payable in advance on the first day of each month; each unit shall be liable for that percentage of total assessment as is equal to their percentage ownership in the Common Area as per 2-600 of the Declaration of Condominium;

(c) Provide for the operation, care, repair, upkeep, replacement and maintenance of all of the property, including but not limited to the Common and Limited Common Areas;

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and Limited Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies, and equipment shall be deemed part of the Property;

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Association, use the proceeds to carry out the administration of the Property;

(f) Open bank accounts on behalf of the Unit Owners' Association and designate signatories thereon, and keeping books with detailed accounts of receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, mortgagees, and authorized agents during general business hours or business days at the times and in the manner set and announced by the Association for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles.

(g) Obtain and carry insurance against property damage and liability, as provided in Article VIII of these bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(h) Pay the costs of all authorized services rendered to the Unit Owners' Association and not billed to Unit Owner of individual Units or otherwise provided for in these Bylaws.

(i) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Areas; provided, however, that the consent of both Unit Owners obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum. If any sum borrowed by the Association on behalf of the Condominium pursuant to the authority contained in this subsection (i) shall not be repaid proportionately by the Unit Owners, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Common Area Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for the payment of the remaining amount due such creditor.

(j) The officer, in their discretion, may notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such mortgage in the event such default continues for a period in excess of sixty (60) days.

(k) Do such other things and acts not inconsistent with the Condominium Act or the Condominium instruments which the Association may be authorized to do by a resolution of the Unit Owners' Association.

## **ARTICLE VI**

### **Operation of the Property**

#### **Section 1. Determination of Common Expenses and Fixing of Common Charges.**

(a) Fiscal Year. The fiscal year of the Association shall be a calendar year except that in the first year of operation of the Association a fiscal year will be adopted which ends December 31 of the same year.

(b) Preparation and Approval of Budget. Each year the Association shall adopt a budget for the Condominium containing an estimate of the amount which it considers necessary for the operation during the ensuing fiscal year. The budget shall include the common expenses and may include such amounts as the Secretary/Treasurer may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the Condominium, a general operating reserve, a reserve fund for replacements, and provisions to make up any deficit in the common expenses for any prior or existing year. After approval by the said officer, a copy of the proposed budget shall be mailed to each Unit Owner at least twenty-one (21) days in advance of the annual meeting at which the budget is to be adopted. A budget will be adopted by a majority vote of those attending the meeting called for that purpose and shall constitute the basis for determining the Unit Owners' assessment for the common expenses of the Condominium.

**Section 2. Payment of Common Charges.** All Unit Owners shall be obligated to pay the common charges assessed by the Unit Owners' Association pursuant to the provisions of Section 1 monthly in advance commencing immediately upon transfer of record title to an Owner, or at such other time or times as the Association shall determine. Each owner's share of the common charges shall be equal to their percentage interest in the Common Area.

**Section 3. Reserve Maintenance Account.** The Unit Owners' Association is empowered to establish a reserve maintenance account to be funded by special assessment of all Unit Owners in such amounts as the Association deems advisable. Such account shall be funded by any surplus on hand in the account funded by the monthly maintenance charges at the end of the fiscal year which the Association deems available to transfer into a reserve maintenance account. All funds received from insurance in excess amounts necessary to repair any damage to common areas shall be placed in the reserve maintenance account.

**Section 4. Collection of Assessments.** Any Owner of a Unit shall be liable for the entire monthly assessment of that Unit. The Owner of a Unit may take whatever action is necessary to enforce or collect the lien of the Association against the other Owner of the Unit.

**Section 5. Default in Payment of Common Charges.** In the event of default by the Unit Owner or Owners in the payment of common charges as determined by the Unit Owners Association, any Owner of the Unit whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate not to exceed one and one-half percent (1 ½%) per month on such common charges from the date they are due, together with all expenses, including attorneys' fees, incurred by the other Unit Owner in any proceeding brought to collect any unpaid common charges. The Owner of any Unit which contributes more than his share shall have a right of contribution from any other Owner of that Unit which he may enforce. He will be entitled to recover moneys in excess of his share paid by him including any interest and attorneys' fees.

**Section 6. Enforcement of Liens for Unpaid Common Charges.** The Association shall have a lien on a Unit for any assessment levied against the Unit which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in like manner as a mortgage on real estate. The provisions of RSA 356-B:46 are expressly incorporated into the provisions of this Section.

**Section 7. Statement of Common Charges.** In accordance with the provisions of RSA 356-B:46 (VIII), the Association, or other Unit Owner shall furnish to a Unit Owner, upon written request, a recordable statement setting forth the amount of any unpaid assessments currently levied against the Unit within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other Unit Owner.

## **ARTICLE VII**

### **Rules of Conduct**

Rules and regulations concerning the use of the Units and the Common Areas may be promulgated and amended by the Association and copies of the same shall be furnished to each Unit Owner.

## **ARTICLE VIII**

### **Insurance**

**Section 1. Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Association shall obtain (i) a master casualty policy affording risk coverage with the usual exclusions written on an agreed amount basis in an amount equal to the full replacement value of the structures within the Condominium. For the purposes of this Article VIII the language "structures within the Condominium" shall include without limitation structures located on any part of the Condominium property AND structures serving the Condominium and located on easements appurtenant to said Condominium; (ii) a master liability policy covering the Association, the officers, agents or employees of the foregoing with respect to the condominium,



and easements appurtenant thereto, and Owners and other persons entitled to enter on or occupy any portion of the Condominium land and easements appurtenant thereto; (iii) officers' liability insurance coverage; and, (iv) such other policies as specified hereinbelow. Said insurance shall substantially comply with the following:

(a) A Master Casualty Policy, with standard risk coverage, affording fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the buildings in the Condominium property including, without limitation, portions of the interior and exterior of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, exterior walls and roofs, interior walls, finished wall surfaces, ceiling and floor surfaces, including any permanently affixed wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including other appliances which are affixed to the building, and heating and lighting fixtures, and improvements which have been installed or shall be in the future installed by the Declarant, and improvements of like kind and quality installed or to be installed in the future by individual Unit Owners. Excepted from the provisions of any such master policy shall be improvements made by individual Owners subsequent to the completion of the Units if such improvements are not of like kind and quality and exceed a total value of \$1,000.00 and are not reported to the insurer or to the Association. The burden shall be upon the Association to determine whether improvements located within the bounds of such Owners' Unit shall be insured under the Association Master Policy. The Casualty Policy to be purchased hereunder shall be in an amount equal to full replacement value of the building, structures and improvements, and shall insure against loss or damage by fire, lightning, and such perils commonly known as "extended coverage", and vandalism and malicious mischief.

(i) Such insurance shall include Limited Common Area or Common Areas and shall be in an amount of not less than full replacement value of the insured property at the time the insurance is purchased or at any subsequent renewal date less the deductibles.

(ii) The Association shall obtain from its insurance carrier an annual statement of premiums for a Master Casualty Policy allocated to each Unit in accordance with each Unit's valuation. Such insurance shall be written in the name of the Association and the proceeds hereof shall be payable to the Association as trustees for the Owners and their respective mortgagees, and to the Declarant until Units are conveyed, as their interests may appear, and provisions shall be made for the issuance of certificates of such insurance to the Owners and their respective mortgagees. proceeds from claims made under the master policy shall be immediately utilized for repair and replacement of any damaged items unless the Owners vote to terminate the Condominium.

(iii) Notwithstanding the above, until the Association shall be formed, the insurance may be written solely in the name of and the proceeds thereof shall be payable to the Declarant and the Declarant's mortgagees, as their respective interest may appear.

(b) A Master Comprehensive General Liability policy including "broad form general liability" endorsement or its equivalent insurance, said Master Comprehensive General Liability Policy shall be in such form and amount as the Association may from time to time determine, but

in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury, death and property damage per occurrence, insuring the Declarant to the extent he shall have an interest in the Condominium, the Association, individual members of the Association, officers of the Association, and agent or employees of the foregoing with respect to the Condominium against liability to anyone, with cross liability coverage with respect to liability claims by anyone insured thereunder. This insurance, however, shall not insure against individual liability of an Owner for personal liability arising out of the ownership, maintenance or use of a Unit and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner, but shall insure the Declarant and the officers of the Association for Liability. Said insurance shall specifically protect the Association and the officers from any claims or liability from death, personal injury or property damage arising from or relating to the ownership, maintenance or use of common areas within their respective control.

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

(d) At the election of the Association, a fidelity bond covering the Treasurer of the Association.

(e) Such other insurance as the Declarant prior to the formation of the Association thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for officers of the Association, risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

## **Section 2. General Insurance Provisions.**

(a) The Association shall deal with the insurer or insurance agent in connection with the adjusting of claims covered by insurance policies provided for under Section 1 above and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Units and of improvements with the Common Area and shall make any necessary changes in the policy provided for under Section 1 (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of said Section.

(b) Original of policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.

(c) The exclusive authority to adjust losses under the policies hereafter enforced on the Condominium Property shall be vested in the Association or any individual agreed upon by the Association on behalf of the Association.

(d) The Association shall be required to make every effort to see that policies of insurance provided for under Section 1 above:

(i) Shall contain waivers of subrogation by the insurance as to claims against the Association, its employees and agents, Owners and members of the family of

any Owner;

(ii) Shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) That said policies cannot be canceled, invalidated, or suspended on account of any actions of a Unit Owner, and the conduct of any Unit Owner shall not constitute grounds for avoiding liability on any such policy;

(iv) Shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have "no control";

(v) Shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized or substantially modified without at least sixty (60) days' written notice to of the insureds thereunder and mortgagees of Units in the Condominium. Notwithstanding the foregoing, fifteen (15) days' written notice shall be sufficient notice of cancellation when the cancellation is due to nonpayment of the premium;

(vi) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners and their mortgagees;

(vii) Shall exclude policies obtained by individual Owners for consideration under any "other insurance" clause;

(viii) Shall include stipulated amount clause or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild;

(ix) The Master Policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless otherwise agreed by the Association, and,

(x) UNTIL THE EXPIRATION DATE OF THIRTY 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 OF CONDUCT OF THE OWNER OF A UNIT, THE OTHER UNIT OWNER, OR ANY OF THEIR AGENTS, EMPLOYEES, OR HOUSEHOLD MEMBERS. NOTWITHSTANDING THE FOREGOING, FIFTEEN (15) DAYS' WRITTEN NOTICE SHALL BE SUFFICIENT NOTICE OF CANCELLATION WHEN THE CANCELLATION IS DUE TO NONPAYMENT OF INSURANCE PREMIUM (S).

### **Section 3. Individual Policies.**

(a) Any Owner or any mortgagee may obtain, at his own expense, additional insurance [including without limitation "Condominium Unit Owner's Coverage" written on an "all risk" or loss basis for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section 1 (a) above]. Such insurance should contain the same waiver of subrogation provision as set forth in Section 2 (d) of this Article IX. Such policy should insure against loss or damage to personal property used or incidental to the occupancy of his Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and improvements to his Unit which are not reported to the Association.

(b) In addition to the other requirements of law or imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of any improvements, shall for insurance purposes notify the Association of proposed improvements to his Unit (except personal property other than fixtures exceeding One Thousand Dollars [\$1,000.00]) and upon receipt of such notice the Association shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any improvements.

(c) No policy described in this Section 3 shall be written to decrease the coverage under any of the policies obtained by the Association pursuant to Section 1 above, and each Owner hereby assigns to the Association, as trustee for the Owners and their mortgagees, the proceeds of any such policies to the extent that such policies, in fact, result in a decrease in such coverage, such proceeds to be applied pursuant to the terms hereof as if produced by said coverage. Copies of such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

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

## **ARTICLE IX**

### **Repair and Restoration After Fire or Other Casualty**

**Section 1. When Repair and Reconstruction are Required.** In the event of damage to or destruction of or part of any Unit or other buildings or improvements in the Condominium as a result of fire or other casualty, the Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Units, buildings or improvements,

subject to the rights of the Unit Owners to vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. Notwithstanding the foregoing, each Owner shall have the right to supervise the restoration of his own Unit.

## **Section 2. Procedure for Reconstruction and Repair.**

(a) Immediately after a fire or other casualty causing damage to a Unit or improvement within the Common or Limited Common Area, the Association shall proceed with filing and adjustment of claims under such insurance and 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 Association determines to be necessary. The Association shall contract for such repair and restoration and, in doing so, shall exercise its sole discretion in selecting from among said estimates.

(b) Responsibility for Restoration. Except as otherwise provided below, in the event or any part of the property which is required to be insured by the Association through its officers under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Site and Floor Plans as provided in Subparagraph c below. Except as certain parts of a Unit may be insured by the Association, each Unit Owner shall promptly restore his Unit after any casualty causing damage thereto.

(c) Requirements of Restoration. In accordance with RSA 356-B:43 (III), unless the Unit Owners vote to terminate the Condominium under RSA 356-B:34, any portion of the Condominium for which Master Casualty insurance is required shall be promptly repaired or replaced by the Association with the proceeds of such insurance, the excess shall be placed in the reserve maintenance account as previously provided by these Bylaws. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Association against Unit Owners in proportion to each Unit Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other funds as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Area, as the Association may determine.

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

## **Section 3. Disbursements of Construction Funds.**

(a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Association from assessments against Owners on account of such

casualty [or borrowed by the Association as provided in Article V Section 8(i) above] shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.

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

(c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from the insurance proceeds; and if there is a balance in the construction fund after payment of the costs of the reconstruction and repair for which the fund is established, such balance shall be first applied to any borrowing, and the remainder, if any, shall be paid to the reserve maintenance account.

**Section 4. Disposition After Destruction and Election Not to Rebuild.** In the event any damage to or destruction of the Common Areas and facilities which renders one hundred percent (100%) of the Units on the Condominium property untenable, the Unit Owners may, by the vote of both of the Unit Owners, elect not to repair or restore such damaged part at a duly called meeting for that purpose which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, of the Condominium property shall be subject to an action for sale upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium property after such election, the net proceeds of the sale, together with the net proceeds of the insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed proportionally to both Unit Owners in accordance with Section 34:VI and VII of RSA 356-B. No Unit Owner, however, shall receive any portion of his share of such proceeds until liens and encumbrances on his Unit have been paid, released or discharged. Upon payment to the Owner, any interest of the Unit Owner in the Condominium property shall terminate and the instruments as may be reasonably requested by the Association to evidence such termination shall be executed by the Unit Owner and tendered to the Association. Moreover, in the event of any sale of the Condominium property, the Secretary of the Association is hereby authorized to execute and deliver, on behalf of the Association and both of the Owners, any instruments necessary or required to effect such sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to effect such sale or sales.

**Section 5. Responsibility of Unit Owner.**

(a) Each Unit Owner shall repair and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Association shall have the right to do (or have done) certain or of the repair or restoration work with respect to or a portion of any damaged or destroyed Unit, if the Unit Owner fails to commence repair or restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The Owners shall be notified in writing by the Association or an officer of the

Association at least seven (7) days prior to commencement of any repair work within the damaged Unit. The Owner of the damaged Unit shall permit access to his Unit for such repair or restoration.

(b) In the event the Association undertakes repair work on an individual Unit, the Owner of the damaged Unit shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete repair and restoration.

**Section 6. Waiver of Subrogation.** Each Owner and occupant of a Unit, as a condition of accepting title and possession, and the Association, through its officers agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium property (including Units and improvements within the Units), or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owners, occupant, or the Association, to hereby waive any rights they may have against any other Unit Owner, or against the employees of any Unit Owner or the Association or any one of them, with respect to such damage or destruction to the extent of insurance coverage, notwithstanding the cause of such fire or other casualty is the fault of the persons enumerated, including their negligence, this waiver shall not apply to any willful or grossly negligent conduct.

## **ARTICLE X**

### **Transfer of Ownership**

**Section 1. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of Units.

**Section 2. Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association unpaid common charges theretofore assessed by the Association against his Unit and until he shall have satisfied unpaid liens against such Unit, except for permitted mortgages. Any grantee of an interest in a Unit takes that Unit pursuant to Article VI of these Bylaws.

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## **ARTICLE XI**

### **Mortgages**

**Section 1. Notice to the Association.** A Unit Owner who mortgages his Unit, shall notify the Association of the name and address of his mortgagee, and upon request of the Secretary, shall file a confirmed copy of the mortgage with the Secretary.

**Section 2. Notice of Unpaid Common Charges.** The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the Owner of the mortgaged Unit.

**Section 3. Notice of Default.** The Association, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

**Section 4. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days.

## **ARTICLE XII**

### **Amendment of the Bylaws**

These Bylaws may be amended by agreement of both Unit Owners. In the event that the Unit Owners are unable to agree, any such issue unable to be decided by agreement shall be submitted to a mediator or arbitrator, selected by the Unit Owners or by a lawyer, mediator, or arbitrator selected by each of the Unit Owners, prior to the enactment of any legal action relating to the same.

## **ARTICLE XIII**

### **Miscellaneous**

**Section 1. Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions hereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws 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.



**Section 4. Waiver.** No restriction, condition, obligation or other provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**ARTICLE XIV**  
**Conflicts**

The Bylaws are set forth to comply with the requirements of the CONDOMINIUM ACT of the State of New Hampshire. In case any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of said statute or the Declaration, as the case may be, shall control.

**ARTICLE XV**  
**Condemnation**

The Association shall act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the Condominium.

**ARTICLE XVI**  
**Arbitration**

In the event of a dispute between the Unit Owners, the dispute will be resolved by binding arbitration. Each Unit Owner will select an arbitrator who in turn will name a third arbitrator, or in the alternative, counsel to each Unit Owner shall agree, if able on the identity of a mutually agreeable arbitrator. The costs of arbitration will be borne by the party or parties decided by the arbitrators which will become a lien on the Unit or Units. The parties may also agree on a single arbitrator to settle any dispute.

IN WITNESS HEREOF, the Declarant, Cedar Street Townhomes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

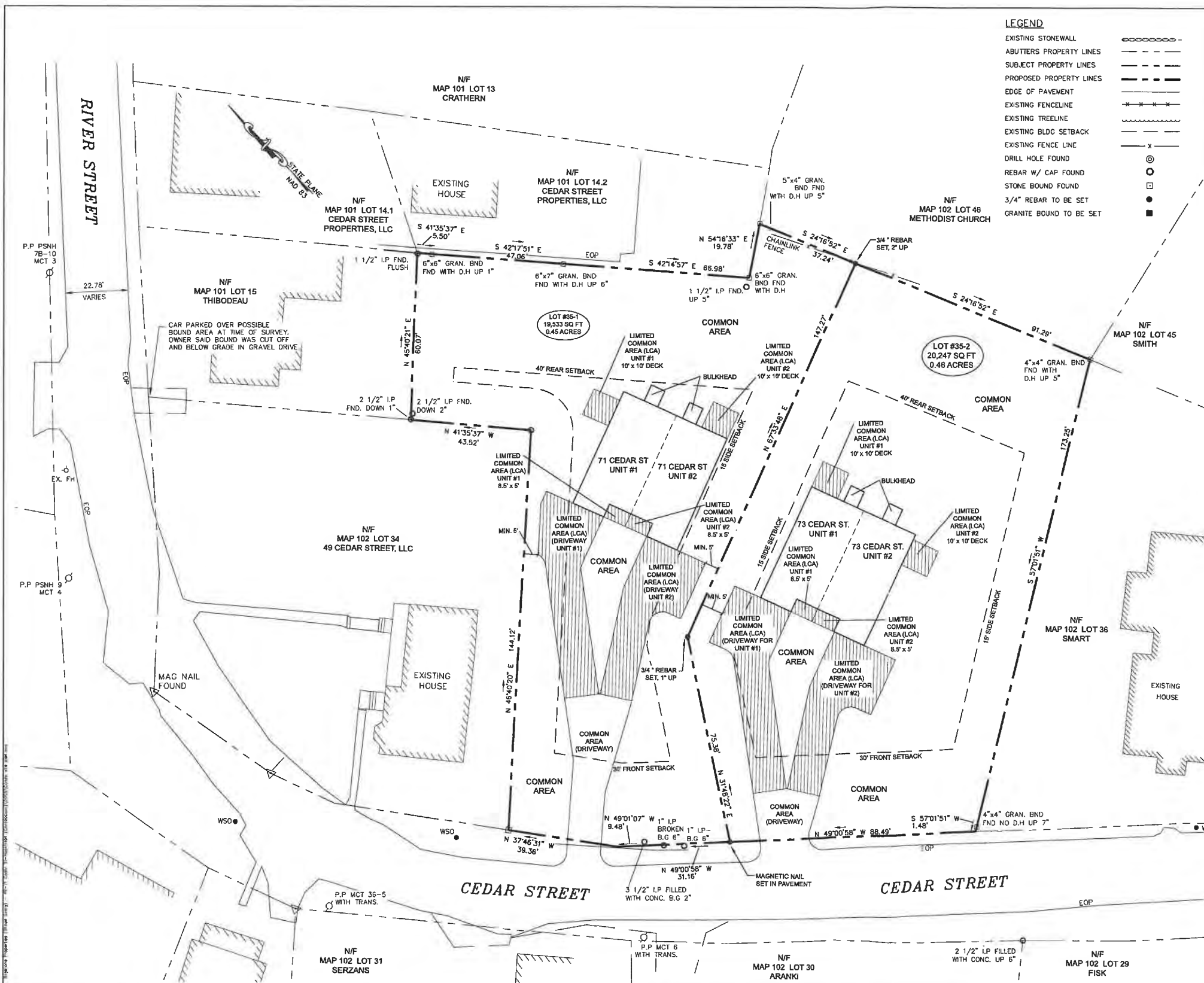
\_\_\_\_\_  
Shaun Geary, Manager

**STATE OF NEW HAMPSHIRE**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Shaun Geary, Manager of Cedar Street Townhomes, LLC, in his capacity as Manager of the Declarant of 73 Cedar Street Townhomes Condominium, for the purposes herein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace



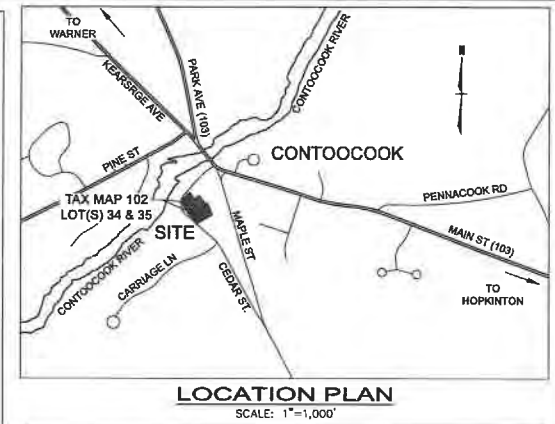
- PLAN REFERENCES**
- M.C.R.D. PLAN #4312, RECORDED APRIL 12, 1976, TITLED: "CONTOOCCOOK UNITED METHODIST CHURCH, MINOR SUBDIVISION, CONTOOCCOOK, NH, MERRIMACK COUNTY", SCALE: 1"=20', DATED: APRIL, 1976, PREPARED BY: ALLEN LEWIS #287, REGISTERED LAND SURVEYOR, APPROVED BY HOPKINTON PLANNING BOARD ON APRIL 10, 1976.
  - M.C.R.D. PLAN #5073, RECORDED NOV. 30, 1984, TITLED: "SUBDIVISION OF LAND OF IRENE W. GEORGE IN CONTOOCCOOK-HOPKINTON, NH.", DATED: NOV. 18, 1983, SCALE: 1"=20', PREPARED BY: GILBERT C. CASTLE, SURVEYOR, APPROVED BY HOPKINTON PLANNING BOARD ON NOV. 20, 1984.
  - M.C.R.D. PLAN #14322, RECORDED MAY 11, 1998, TITLED: "LAND OF CHARLES S. ROTONDI, NEAR RIVER & CEDAR ST., PARTIAL BOUNDARY SURVEY, HOPKINTON, NH, SCALE: 1"=20', DATED: MAY 4, 1998, PREPARED BY: H.H. AMSDEN & SONS, LAND SURVEYORS, PLANNERS, AND BOUNDARY CONSULTANTS, CONCORD NH.

- PLAN REFERENCES CONT.**
- M.C.R.D. PLAN #15749, RECORDED JAN. 25, 2002, TITLED: "ANNE ROTONDI LOT 32, MAP 102, HOPKINTON, NH, PROPERTY SURVEY, SCALE: 1"=20', DATED: 1/25/2002, PREPARED BY: BOW MILLS LAND MANAGEMENT, LAND SURVEYORS, BOW NH, 03304.
  - M.C.R.D. PLAN #15959, RECORDED JULY 18, 2002, TITLED: "ANNE & CHARLES ROTONDI, LOT 34 & 35, MAP 102, CEDAR & RIVER STREETS, HOPKINTON NH, PROPERTY SURVEY", PREPARED BY: BOW MILLS LAND MANAGEMENT, LAND SURVEYORS, PLANNERS & BOUNDARY CONSULTANTS, BOW NH, DATED: 6/21/2002, SCALE: 1"=20'.
  - M.C.R.D. PLAN #202100029622, RECORDED SEPTEMBER 23, 2021, "PROPOSED CONDITIONS PLAN, TAX MAP 102 LOTS 34 & 35, LOT LINE ADJUSTMENT PLAN, 49 & 71 CEDAR ST., HOPKINTON, NH, OWNED BY BAYSTONE PROPERTIES, LLC, 162 BARTON CORNER ROAD, HOPKINTON, NH 03229", PREPARED BY: (THIS OFFICE) NEW HAMPSHIRE LAND CONSULTANTS, PLLC.

- M.C.R.D. PLAN #20220000833, RECORDED 1-11-2022, "PROPOSED SUBDIVISION PLAN, TAX MAP 102 LOT 35, 2 LOT SUBDIVISION, 71 CEDAR ST., HOPKINTON, (CONTOOCCOOK) NH, OWNED BY BAYSTONE PROPERTIES, LLC, 44 NORTH SHORE ROAD, DERRY, NH 03038", PREPARED BY: THIS OFFICE, NEW HAMPSHIRE LAND CONSULTANTS, PLLC, DATED: OCTOBER 15, 2021, SCALE: 1"=20'.

- LEGEND**
- EXISTING STONEWALL
  - ABUTTERS PROPERTY LINES
  - SUBJECT PROPERTY LINES
  - PROPOSED PROPERTY LINES
  - EDGE OF PAVEMENT
  - EXISTING FENCELINE
  - EXISTING TREELINE
  - EXISTING BLDG SETBACK
  - EXISTING FENCE LINE
  - DRILL HOLE FOUND
  - REBAR W/ CAP FOUND
  - STONE BOUND FOUND
  - 3/4" REBAR TO BE SET
  - GRANITE BOUND TO BE SET

- ABUTTERS LIST:**
- N/F MAP 101 LOT 13 SCOTT & BRENDA CRATHERN 183 GOULD HILL RD. CONTOOCCOOK, NH 03229 BOOK 3686 PAGE 1989
  - N/F MAP 101 LOT 14-1 CEDAR STREET PROPERTIES, LLC C/O STEVEN TATE P.O. BOX 1253, GRANTHAM, NH 03783 BOOK 3582 PAGE 717
  - N/F MAP 101 LOT 14-2 CEDAR STREET PROPERTIES, LLC C/O STEVEN TATE P.O. BOX 1253, GRANTHAM, NH 03783 BOOK 3582 PAGE 717
  - N/F MAP 101 LOT 15 EARNEST A & MATTHEW S THIBODEAU 35 CEDAR STREET CONTOOCCOOK, NH 03229 BOOK 3585 PAGE 2201
  - N/F MAP 102 LOT 30 DANIEL & JANICE ARANKI 70 CEDAR ST. CONTOOCCOOK, NH 03229 BOOK 3615 PAGE 1730
  - N/F MAP 102 LOT 31 ANDRIS & FLORENCE SERZANS 80 CEDAR ST. CONTOOCCOOK, NH 03229
  - N/F MAP 102 LOT 36 GLENN R & MELISSA SMART 81 CEDAR ST. CONTOOCCOOK, NH 03229
  - N/F MAP 102 LOT 45 JOSHUA SMITH 115 N MAIN ST. BOSCAWEN, NH 03303 BOOK 3481 PAGE 2595
  - N/F MAP 102 LOT 46 UNITED METHODIST CHURCH P.O. BOX 358 CONTOOCCOOK, NH 03229
  - N/F MAP 102 LOT 29 DAVID S FISK 88 CEDAR ST. CONTOOCCOOK, NH 03229 BOOK 3310 PAGE 1068
  - N/F MAP 102 LOT 34 49 CEDAR STREET, LLC P.O. BOX 818 DERRY, NH 03038 BOOK 3742 PAGE 812



- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO SHOW A TWO CONDOMINIUM UNITS ON TAX MAP 102 LOT 35-1 AND TWO ON TAX MAP 102 LOT 35-2.
  - THE PROPERTY IS DESIGNATED AS TAX MAP 102, LOT 35-1 & LOT 35-2.
  - THE AREA OF THE EXISTING LOT 35-1 IS 0.45 ACRES (19,533 SF.) AND LOT 35-2 IS 0.48 ACRES (20,247 SF.)
  - THE CURRENT OWNER OF BOTH LOTS 35-1 & 35-2, BAYSTONE PROPERTIES, LLC, 44 NORTH SHORE RD, DERRY NH 03038, LOT 35 BK 3691, PAGE 1784
  - THE ZONING DESIGNATION FOR THE PROPERTY IS VR-1 DISTRICT.
  - DIMENSIONAL REQUIREMENTS PROVIDED FOR ZONE VR-1 DISTRICT:  
MIN. ROAD FRONTAGE = 80'  
MIN. LOT SIZE = 15,000 SF (0.34 ACRES)  
MIN. ROAD SETBACK = 30'  
MIN. SIDE SETBACK = 15'  
MIN. REAR SETBACK = 40'  
MAXIMUM STRUCTURE HEIGHT = 35'  
SEPTIC SETBACK = 50'/75' HYDRIC SOILS  
OVERLAY DISTRICTS: (STEEP SLOPES, SOILS, WETLANDS, CONSERVATION)
  - NO WETLANDS WERE LOCATED ON SITE, THOMAS E. SOKOLOSKI, CERTIFIED WETLAND SCIENTIST VISITED THE SITE DETERMINING THERE WERE NO WETLANDS FOUND ON SITE.
  - SEWER TO BE PROVIDED BY MUNICIPAL.
  - WATER TO BE PROVIDED BY MUNICIPAL.
  - THERE IS SUFFICIENT CAPACITY WITH BOTH WATER AND SEWER PER THE TOWN OF HOPKINTON.
  - RIGHT OF WAY WIDTH DETERMINED BY SURVEY, FIELD INVESTIGATION, RECORDED DEEDS AND PLANS OF REFERENCE.
  - SHEET 4 OF THIS SET WILL BE RECORDED AT MERRIMACK COUNTY REGISTRY OF DEEDS A COMPLETE PLAN SET WILL BE FILED AT THE TOWN OF HOPKINTON.
  - THE FEMA MAP NUMBER FOR THIS SITE IS 33013C0502E, EFFECTIVE DATE: APRIL 19, 2010. THE BASE FLOOD ELEVATION IN ZONE AE IS 363.502. 1% ANNUAL CHANCE FLOOD (100 YR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. A SMALL PORTION OF THE SITE RESIDES IN THIS ZONE. THE REMAINDER OF THE SITE IS WITHIN THE ZONE X. (AREAS OF 0.2% ANNUAL CHANCE OF FLOOD WITH DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.
  - ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO TOWN OF HOPKINTON SUBDIVISION PLAN REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  - IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT DEFICIENCIES EXIST IN THE APPROVED DESIGN DRAWINGS, THE OWNER SHALL BE REQUIRED TO CORRECT DEFICIENCIES TO MEET THE REQUIREMENTS OF THE REGULATIONS AT NO EXPENSE TO THE TOWN.
  - IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION SITE DUE TO ACTUAL SITE CONDITIONS, THE OWNER SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE TOWN.
  - ELEVATIONS AND COORDINATES ARE BASED ON STATE PLANE COORDINATES FROM A SOLUTION GENERATED BY NGS OPUS ON APRIL 16, 2021 FROM DATA COLLECTED BY THIS OFFICE ON APRIL 17, 2021. THE OPUS SOLUTION IS BASED ON THE NAD 83 (2011) REF. FRAME AND THE NAVD 88.
  - NRCS SOILS DATA: 613A-CROGHAN LOAMY FINE SAND, 0 TO 8 PERCENT SLOPES, WOODED.

**CERTIFICATIONS**

PURSUANT TO RSA 678:18, I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

DATE: \_\_\_\_\_ LICENSED LAND SURVEYOR

A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF HOPKINTON, NH PLANNING BOARD.

DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE LAND AND EXISTING IMPROVEMENTS SHOWN THEREON AND, TO THE EXTENT FEASIBLE, ALL EASEMENTS APPURTENANT THERETO, THAT ALL UNITS DEPICTED HEREON AS COMPLETE HAVE BEEN SUBSTANTIALLY COMPLETED AND THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20-1 & V.

DATE: \_\_\_\_\_ LICENSED LAND SURVEYOR



**N.H. LAND Consultants**  
SURVEYING-LAND PLANNING-REAL ESTATE  
A Veteran Owned Company

6832 FIRST NH TURNPIKE, NORTHWOOD, NH 03251 PH: 603-942-9220 WEBSITE: NH.LANDCONSULTANTS.COM

**CONDOMINIUM SITE PLAN**  
TAX MAP 102 LOT 35-1  
71 CEDAR ST. HOPKINTON, (CONTOOCCOOK) NH

OWNED BY  
**CEDAR STREET TOWNHOMES, LLC**  
44 NORTH SHORE ROAD, DERRY, NH 03038  
BOOK 3774 PAGE 620

**MERRIMACK CO.**  
JOB NO: 393.00  
DATE: AUGUST 18, 2022

**CSP**  
SHT. 1 of 1



# Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • [www.hopkinton-nh.gov](http://www.hopkinton-nh.gov)

Tel: 603-746-3170

Fax: 603-746-3049

## PLANNING BOARD APPLICATION

- ☒ Site Plan Review   ☐ Architectural Design Review (Commercial/Industrial - ZO Section IV-A)  
☐ Preliminary Review (SD Section II)   ☒ Subdivision   ☐ Lot Line Adjustment/Annexation  
☐ Conditional Use Permit (ZO Section III)   ☐ Special Use Permit (ZO Section VIII)

PROJECT LOCATION: Cedar Street MAP/LOT: 102 / 35 / 2 ZONE: VR-1APPLICANT: Cedar St. Townhomes, LLCAddress: 44 North Shore Road City: Derry State: NH Zip: 03038Phone: 774-327-8331 Email: shaungeary@masiello.com

OWNER(s)

Name: Same as applicant

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

PROFESSIONALS (engineer, architect, surveyor, attorney, wetland/soil scientist, etc.):

Name: Scott R Frankiewicz, LLS (New Hampshire Land Consultants, PLLC)Address: 683C First NH Turnpike City: Northwood State: NH Zip: 03261Phone: 603-942-9220 Email: scott@nhlandconsultants.comName: Bernie Temple, PEAddress: P.O. Box 7 City: Gilmanton State: NH Zip: 03837Phone: 603-630-1008 Email: temple2@tds.net☒ Residential   ☐ Recreational   ☐ Agricultural   ☐ Institutional   ☐ Commercial/Industrial   ☐ Accessory☒ Public Water   ☒ Public Sewer   ☐ Well   ☐ SepticLots/units proposed: 2 Existing Building Area: 1,719 sq ft Proposed Building Area: 1,719 sq ft

% Open Space: \_\_\_\_\_ (Note: Building Area refers to gross area)

### **Application Submission Requirements:**

Original and ten (10) copies of the application, along with all supporting document(s), including reductions of the final plan(s) to no more than 11" x 17".☒ Narrative description of proposal (include existing conditions and all related improvements).☒ Application checklist.NA ☐ Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.☒ Property deed and existing/proposed easements, covenants, and restrictions.☒ Tax Map of subject parcel and abutting properties.NA ☐ Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

# PLANNING BOARD APPLICATION

- ☒ Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and  
NA Phasing Plan (when applicable).
- ☒ Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- ☒ Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- ☒ Four (4) paper prints of the plan(s) at full scale.
- ☒ Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton
- |                                      |          |  |
|--------------------------------------|----------|--|
| Major Subdivision .....              | \$500.00 | Application Fee, \$100.00 per Lot/Unit                         |
| Minor Subdivision .....              | \$250.00 | Application Fee, \$100.00 per Lot/Unit (2 units x \$100=\$200) |
| Lot Line Adjustment/Annexation ..... | \$100.00 | Application Fee  |
| Site Plan Review .....               | \$300.00 | Application Fee, \$100.00 per Unit (Res./Non-Res.)             |
| Site Plan Review Change of Use ..... | \$150.00 | Application Fee  |
| Conditional Use Permit .....         | \$500.00 | Application Fee (Wireless Telecommunications)                  |
| Public Notice Mailing .....          | \$ 10.00 | per Address (Owner, Applicant, Agent, Abutter)                 |
| Newspaper Notice .....               | \$ 75.00 |  |
|                                      |          | \$250+\$200+\$160+\$75=\$685.00                                |

- NA ☐ Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

## Final Submission Requirements (after Planning Board action):

- ☐ Four (4) paper prints of the final plan set at full scale.
- ☐ Mylar(s) – The Merrimack County Registry of Deeds requires that the UPPER LEFT-HAND CORNER, INSIDE THE BORDER, of the plat to be RESERVED for recording information entered by the Registry - No smaller than 7" long X 1" wide.
- ☐ PDF of the final plan set, including architectural and site photographs - emailed or thumb drive.
- ☐ Recording Fees: (Separate Checks) Made payable to Merrimack County Registry of Deeds
- |                     |          |                      |
|---------------------|----------|----------------------|
| Recording Fee ..... | \$ 26.00 | per Page (22" x 34") |
| LCHIP Fee .....     | \$ 25.00 | per Document         |

I represent to the best of my knowledge and belief that this application is being submitted in accordance with applicable regulations and ordinances of the Town of Hopkinton. I also understand that submittal of this application shall be deemed as granting permission for the Planning Board members and their designees to enter onto the property for purposes of inspections and review. Permission to visit the property extends from the date an application is submitted until approved work or construction is complete and any or all of the financial guarantees, if any, have been returned to the applicant, or until the application is formally denied. Furthermore, I agree that the proposed project will be performed in accordance with this application, the attached plans and specifications, and the regulations and ordinances of the Town of Hopkinton.

Applicant's Signature: \_\_\_\_\_

*Shane Carter*

dotloop verified  
08/18/22 7:39 PM EDT  
VFFY-9RTW-HX3I-VUOZ

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

Owner's Signature(s): \_\_\_\_\_

*Shane Carter*

dotloop verified  
08/18/22 7:39 PM EDT  
PCJS-XC9Z-IT37-BTVS

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

Application Filed: <u>9/19/22</u>	Fees: <u>\$ 685.00</u>	Office Use: <u>CK 5922</u>	Application #: <u>2022-10</u>
Notice(s) Posted/Mailed: _____	Complete/Consideration: _____		
Meeting(s)/Hearing(s): _____	_____		
Approved/Denied: _____	<input type="checkbox"/> Conditions MCRD Filing: _____		
MCRD Document #: _____	_____		



## TRANSMITTAL:

**Date:** 8-19-22

**To:** Town of Hopkinton  
Planning Department  
330 Main Street  
Hopkinton, NH 03229

**Re:** 2-Unit Condo Subdivision, Tax Map 102 Lot 35-2, Cedar Street Townhomes, LLC,  
73 Cedar Street, Hopkinton, NH 03229

**The following items are enclosed:**

- To:**
- Application, supporting data and fees
  - 4 sets of 22" x 34" plans
  - 10 sets of 11"x17" plans

Sincerely,  
Scott R. Frankiewicz  
New Hampshire Land Consultants, PLLC

**Owner of Record**

**Tax Map 102 Lots 35-2**

Cedar Street Townhomes, LLC

P.O. Box 818

Derry, NH 03038

**Property addresses:** 71 Cedar Street

**Abutters list**

**Tax Map 102 Lot 34**

49 Cedar Street, LLC

P.O. Box 818

Derry, NH 03038

**Tax Map 101 Lot 14.2**

Cedar Street Properties, LLC

C/O Stephen Tate

P.O. Box 1253

Grantham, NH 03753

**Property address:** 27 & 29 Cedar Street

**Tax Map 101 Lot 13**

Scott & Brett Crathern

163 Gould Hill Road

Contoocook, NH 03229

**Property address:** 25 Cedar Street

**Tax Map 102 Lot 46**

United Methodist Church

P.O. Box 356

Contoocook, NH 03229

**Property address:** 24 & 28 Maple Street

**Tax Map 102 Lot 45**

Joshua Smith

115 N. Main Street

Boscawen, NH 03303

**Property Address:** 40 Maple Street

**Property Address:**

5000 1/2

**Tax Map 102 Lot 36**

Glenn & Melissa Smart  
81 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 29**

David Fisk  
88 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 30**

Daniel & Janice Aranki  
70 Cedar Street  
Contoocook, NH 03229

**Tax Map 102 Lot 31**

Andris & Florence Serzans  
60 Cedar Street  
Contoocook, NH 03229

**Professional**

New Hampshire Land Consultants, PLLC  
683C First NH Turnpike  
Northwood, NH 03261

Andris & Florence Serzans  
60 Cedar Street  
Contoocook, NH 03229

Andris & Florence Serzans  
60 Cedar Street  
Contoocook, NH 03229



Return To:  
Cedar Street Townhomes, LLC  
44 North Shore Road  
Derry, NH 03038

\_\_\_\_\_  
(Intentionally left blank for recording purposes) \_\_\_\_\_

**DECLARATION OF CONDOMINIUM FOR  
73 CEDAR STREET TOWNHOMES CONDOMINIUM**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by **Cedar Street Townhomes, LLC**, of 44 North Shore Road, Derry, NH, 03038, (hereinafter called the "Declarant"), for the purposes of submitting certain property situate at 73 Cedar Street, Hopkinton, County of Merrimack and State of New Hampshire, to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, NH RSA Chapter 356-B (hereinafter sometimes called the "Act");

**WHEREAS**, the Declarant owns a certain tract of land, with improvements thereon, situated on and known and numbered as 73 Cedar Street, Hopkinton, County of Merrimack and State of New Hampshire, that they intend by this instrument to convert to condominium usage known as **"73 Cedar Street Townhomes Condominium"** (sometimes hereinafter referred to as "the Condominium"); and,

**WHEREAS**, the Declarant intends to sell and convey condominium units in said condominium, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which they desire to impose thereon under a general plan of improvement of the Condominium for the benefit of both of said Condominium Units and the future Owners thereof;

**NOW THEREFORE**, the Declarant hereby declares that all of the premises described in **Appendix A** attached hereto, including the Units and other improvements located or to be located thereon, and all easements, rights, and the appurtenances belonging thereto shall be 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 declaration of said premises into condominium use; 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 the said Condominium Unit in favor of the other Condominium Unit therein; to create reciprocal rights and privity of contract and estate among all persons acquiring or owning an interest in any of said Condominium Units, including the Declarant, their grantees, heirs, devisees, successors, and

assigns, which shall be deemed to run with the land and be a burden and benefit to all such persons, including Declarant, their grantees, heirs, devisees, successors, and assigns.

## **ARTICLE 1**

### **DEFINITIONS**

- 1-100** Certain of the terms as used in this Declaration and in the Bylaws which are annexed hereto as Appendix B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore.
- 1-101** "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B).
- 1-102** "Assessment" means that portion of the cost of repairing and managing the property which is to be paid by each Unit Owner.
- 1-103** "Association" or "Association of Owners" means the Unit Owners acting as a group in accordance with the Act, the Declaration and the Bylaws.
- 1-104** "Building" means the structure containing units located on the property subject to this Condominium.
- 1-105** "Bylaws" means the instrument attached hereto as Appendix B and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1-106** "Common Area" means all that portion of the Condominium other than the Units and is more particularly described in Article 2-400 hereof. Common Area includes Limited Common Area.
- 1-107** "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, 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.
- 1-108** "Common Income" means all income collected or accrued by or on behalf of the Association, other than income derived from a special assessments against the individual units as provided for in Article 5-100 or Article 7-100 hereof.
- 1-109** "Condominium" means the real property and any interests therein described in Appendix A hereof.
- 1-110** "Condominium Instruments" means this Declaration and the Appendices annexed hereto as the same from time to time may be amended. Said Appendices are as follows:

**Appendix A** - A legal description of the real property subject to this Declaration. Also included within the scope of Appendix A are the following surveyor's and engineer's plans:

As-Built Site Plan in conformance with RSA 356-B:20, I.

Floor Plans in conformance with RSA 356-B:20, II.

These plans will be recorded simultaneously with this Declaration in the Merrimack County Registry of Deeds.

**Appendix B** - Bylaws of the 73 Cedar Street Townhomes Condominium.

- 1-111** "Condominium Rules" means such Occupancy Regulations as the Association from time to time may adopt relative to the use of the Condominium, or any part hereof.
- 1-112** "Condominium Unit" means a Unit together with the undivided interest in the Common Area appertaining to that Unit.
- 1-113** "Declarant" means Cedar Street Townhomes, LLC, 44 North Shore Road, Derry, NH, 03038.
- 1-114** "Declaration" means this instrument.
- 1-115** "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of one of the Units as set forth in section 2-500 hereof.
- 1-116** "73 Cedar Street Townhomes Condominium" means the premises described in Appendix A, including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements, rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, owned by Association which has been or is intended to be submitted to the provisions of the Act.
- 1-117** "Share" means the undivided interest in and to the Common Area attributed to each Unit as set forth in Article 2-600.
- 1-118** "Supplemental Declaration" means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.
- 1-119** "Unit Owner" means one or more persons who own a Condominium Unit.

**ARTICLE 2**  
**INFORMATION REQUIRED BY SECTION 356-B:16**

- 2-100**      **Description of Land.** A legal description of the land on which the building and other improvements in the Condominium, is located is contained in Appendix A attached hereto and made a part thereof.
- 2-200**      **Description of Building.** 73 Cedar Street Townhomes Condominium, is intended to contain a distinct building containing two individual Units located at 73 Cedar Street in Hopkinton New Hampshire as set forth on the Site Plan and having the features contained in the Floor Plan recorded contemporaneously with this Declaration.
- 2-300**      **Description of Units.** The unit number and the dimensions of each Unit are shown on the Site Plan and Floor Plans referred to in Appendix A. The boundaries of each Unit with respect to floors, ceilings, walls, doors and windows are as follows:
- 2-301**      **Horizontal Boundaries.**
- (a) The upper horizontal boundary of each unit shall be the underside of the unfinished ceiling surface on the highest space level of each unit;
- (b) The lower horizontal boundary of each Unit shall be the upper surface of the unfinished wood, concrete or earth on the lowest floor, which is described as part of a unit and not common area, on the floor plans contained in Appendix A.
- 2-302**      **Vertical Boundaries.** The vertical boundaries of each Unit shall be the unfinished surface of the gypsum or plaster sheathing of any exterior perimeter wall and any demising walls separating units, and shall include the undecorated exterior surface of all doors and window frames as well as the undecorated exterior surface of all windows and window frames. The window glass shall be considered part of the condominium Unit.
- 2-400**      **Description of Common Area.** The Common Area includes, but not by way of limitation:
- The land on which the building containing the Units is located, and the walks, shrubbery, and other plantings, parking areas and other land and interests in land included in the description of the Condominium in Appendix A, to the extent that same is not labeled as Limited Common Area as depicted on the Site Plan recorded contemporaneously herewith. To the extent that the Site Plan so recorded identifies an area as Limited Common Area or Common Area, said plan shall control.

The building excluding the Units as well as the well supplying water to the Units, the sewerage disposal systems, electrical, cable television and telephone systems serving the Condominium, to the extent said systems are located within the Condominium and are not owned by the supplier of the utility 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), and specifically including any portion thereof entirely encased within other common area outside the Unit, including but not limited to any and all pipes, ducts, conduits, wires and other utility installations, as well as appliances, plumbing fixtures, electrical systems, heating (including, but not limited to, flues, chutes and chimneys), air conditioning, cooling, and ventilation systems and all associated wiring and piping servicing a single Unit, and all other such facilities for the furnishing of utility services or waste removal even if such facilities or items are outside the boundaries of the Unit they serve and/or are entirely encased by or located within other Common Area within or without the Unit served. If any such item extends outside the boundaries of the Unit it serves, the Association shall be secondarily responsible (after the owner of the Unit served by it, who shall be primarily responsible for its maintenance, repair and/or replacement), for attending to it, and if required to so attend to its repair, the Association may assess all costs incurred in such repair or replacement, in the discretion of the members thereof, to the Owner of the Unit served.

All other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Appendix A shall be considered Common Area.

**2-500**      **Description of Limited Common Area.** The Limited Common Areas of the Unit shall include heating apparatus, doorsteps, porches, balconies, patios, driveways, walkways and any other apparatus designated to serve a single unit but located outside the boundaries thereof, as well as any areas designated on the floor plans as limited common element.

**2-600**      **Unit Values.** An undivided interest in the Common Area is allocated to each Condominium Unit as per the following schedule. There shall appertain to each Condominium Unit in the Condominium, for voting purposes in connection with meetings of the Association, a vote equal to the Unit's percentage interest in the Common Area as shown by the following schedule of undivided interests in the Common Area. Where a particular Condominium Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

<u>Unit</u>	<u>Percentage Interest in Common Area</u>
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1	50%
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- 2-700**        **Statement of the Purposes of Condominium Use.** The Condominium, is primarily intended for residential use and the following provisions, together with the provisions of the Condominium Regulations, are in furtherance of this purpose:
- 2-701**        Each Unit shall be occupied and used only for private single family residential purposes by the Owner, or by lessees of the owner, and not for any business use except for the rights retained by the Declarant in Article 2-706. This restriction shall not be construed to prohibit owners from leasing their Condominium Units so long as the lessees consist of a single family and occupy and use the leased premises in accordance with the provisions hereof and such leases have a term of twelve (12) months or more. If a tenant has been deemed a nuisance or is in violation of these condominium instruments, by a written notice given to the offending Unit Owner by the other Unit Owner acting for the Association, the Association may terminate the lease and institute eviction proceedings in the name of the unit owner and at the offending unit owner's expense. Each Unit is restricted to single-family occupancy. Either party may enforce this restriction in the name of the Association. Neither Unit may be subdivided.
- 2-702**        The Common Area shall not be used in a manner which is inconsistent with the residential 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 anyone causing such damage shall pay the expense incurred by the Association in repairing the same. No boats, boat trailers, snowmobiles, recreational vehicles or other personal property other than motor vehicles or motorcycles shall be stored or parked in the Common Area or Limited Common Area for a period of more than seven (7) consecutive days, or more than twenty-one (21) days in any year. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Association. Nothing shall prevent a Unit Owner from installing an air-conditioning unit or central air-conditioning system to serve his Unit and such system or unit shall be Limited Common Area to the Unit which it serves. Placement of an outside condenser or apparatus shall be placed in the reasonable discretion of the Unit Owner but must be shielded with shrubbery.
- 2-703**        No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other 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 Association. No unit owner shall

cause to be stored within the common area basement any noxious or hazardous chemical nor store or cause to be stored any container containing any fuel or other element other than within the fuel storage containers existing within the Common Area and serving any unit.

**2-704** Signs (except as provided in Paragraph 2-706 below) shall require the approval of the Association before being erected in the Common Area.

**2-705** No more than two (2) household pets, each being no larger in size and in weight than fifty pounds, may be kept by the owners of any Unit. If any pet is deemed a nuisance by the other Unit Owner, the pet will be removed from residency within thirty (30) days of written notice signed by the other Unit Owner and delivered or left at the Unit of the offending animal. If a dispute arises with the term "nuisance", the parties agree to arbitrate the dispute.

**2-706** The Declarant shall be deemed to be the owner of any Condominium Units not sold by the Declarant for voting and other purposes. The Declarant expressly reserves for themselves, their representatives and assigns, the right to show any such unit for the purpose of sale, including the displaying of signs; however, all of the foregoing shall not substantially interfere with the comfortable and convenient use of the Condominium Units by the respective Unit Owners.

**2-707** The Association is empowered to adopt and amend, from time to time, Condominium Regulations concerning the use of the Condominium and various parts thereof, which Regulations shall be furnished in writing to all Unit Owners and which Regulations shall not be violated.

**2-708** Any consent of a Unit Owner referred to in this Article 2-700 - 2-709 may be withdrawn by the Unit Owner whenever it deems such withdrawal to be in the best interests of the Condominium.

**2-709** None of the rights and obligations of the 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, except 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 an owner or owners if said encroachment occurred due to the willful and intentional misconduct of said owner or owners or their agents or employees.

**2-800** **Person to Receive Service of Process.**

**2-801** Any member of the Association who occupies a unit in the Condominium shall be the person to receive service of any lawful process in any proceeding arising under the act against the Association.

**2-802** Service of any lawful or process in any proceeding arising under the Act against the Declarant may be made by serving the Declarant at their address stated herein.

### **ARTICLE 3**

#### **INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION**

**3-100** **Insurance to be Obtained.** The Association shall obtain and maintain, to the extent obtainable, the following insurance:

**3-101** A master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structure within the Condominium and the common elements that are located within the Common Area.

**3-102** A master liability policy in such amounts as the Association from time to time determine, at its election, for Bodily Injury and Property Damage, insuring the Unit Owners' Association, all persons acting or who may come to act as agents or employees of the Unit Owners' Association with respect to the Condominium, and all Unit Owners and other persons entitled to occupy any Unit, or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any of the other insured thereunder. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his Unit or within the Limited Common Area over which he has exclusive use.

**3-103** Workmen's compensation insurance as required by law; and,

**3-104** Such other insurance as the Association may determine including, any specialized policies covering lands or improvements in which the Unit Owners' Association has or shares ownership or other rights.

**3-200** **General Insurance Provisions.**

**3-201** The Association 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 3-100 above, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 3-101 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.

**3-202**

The Association shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

(a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Association, 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 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 days' written notice to all of the insured thereunder (including Unit Owners) and all mortgagees of Condominium 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 owners or their mortgagees; and,

(e) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

**3-203**

Each owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association pursuant to Article 3-100 above, and each Owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Said proceeds are to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association.

**3-300**

**Procedure in the Event of Damage or Destruction.** In the event of damage or destruction of all or part of the Condominium, as a result of fire or other casualty the proceeds of the MASTER policy shall be used to repair, replace or restore the structure or common area damaged by casualty unless the unit owners vote to terminate the condominium in accordance with RSA 356-B:34.

**ARTICLE 4**

## **EXTENT OF OWNERSHIP AND POSSESSION BY OWNER**

- 4-100** Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his unit.
- 4-200** Each Unit Owner shall own an undivided interest in the Common Area equal to his percentage as set out in Article 2-600. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, 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. Subject to the provisions of this Declaration, each Unit Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he 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.
- 4-300** Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his Unit. 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.

## **ARTICLE 5** **OWNER'S OBLIGATION TO REPAIR**

- 5-100** Each Unit Owner shall, at his own expense, keep his Condominium Unit and its equipment and appurtenances, including but not limited to the well pump and septic system serving their Unit, in good order, condition and repair. In addition to keeping the foregoing and the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, Limited Common Area, and other property which are not Common Area, and which are located within or without their Condominium Unit, notwithstanding that any one or the other, or part thereof of the foregoing may be located in the Common Area, the heating equipment is the property of the Unit heated by the appliance and as such the maintenance, replacement and repair of the heating unit is the responsibility of the individual Unit Owner. Each Owner shall immediately notify the Association or its agents of any damage to or malfunction of any facilities for the furnishing water services or waste removal which are Common

Area within his Condominium Unit. In the event an Owner fails to make such repairs after thirty (30) days' written notice of the need for the same is given to him by the Association, the Association may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work in his 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 Association, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations. Each Unit Owner shall have an easement as necessary to repair or replace plumbing and heating apparatus which serves his Unit. Nothing in this section shall be construed to limit a Unit Owner's requirement to maintain their respective well pump and septic system.

- 5-101** Each unit owner shall have the express right to add one (1) shed not exceeding one hundred and fifty (150) square feet to the Condominium within the Common Area or Limited Common Area adjacent to their respective unit to the extent same complies with local building code and other zoning or planning ordinances and Federal, State or Municipal regulation of land use, including without limits, setbacks and use restrictions. Each such shed shall be designed and constructed and located in a manner so as to maintain the architectural integrity, appearance and cohesive design of the Condominium as a whole. The shed shall be used after construction only as an accessory building to the unit, and shall not be used as a dwelling unit at any time. To the extent that either unit owner exercises the right here-created, he shall cause plans for the construction to be created and offer same for review to the other unit owner, and shall allow a period of thirty (30) days for the other owner to review before beginning construction. Should a dispute arise as to the construction, placement or use of any such shed, the parties shall act in accordance with Article 22 hereof. The election to exercise the right here created is conditioned upon the unit owner complying with all building, land use, zoning and other applicable codes, statutes or ordinances, failing which the unit owner shall be responsible

## **ARTICLE 6**

### **PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

- 6-100** No Unit Owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Association:
- 6-101** Make or permit to be made any structural alteration, improvement, or addition in or to his Condominium Unit or in or to any other part of the Condominium, unless same is conducted with the express authorization of the Association. Any such addition to the Condominium unit shall neither create a separate or additional unit

nor divide a unit into a multi-unit dwelling. The Unit owner intending to make any such addition, alteration or improvement to his unit shall bear sole responsibility for the payment of all fees, including regulatory, permitting, surveying, planning, and attorney's fees associated with such addition, and any changes or Amendments required to this Declaration or the Plans submitted herewith, and shall prepare at his sole expense any and all requested documents, plans, or mock-ups of said addition so as to allow the association, or the Declarant if same shall still retain control of the Condominium, and all other unit owners to review said alteration or addition prior to approval;

- 6-102** 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;
- 6-103** Impair any easement or right or personal property which is a part of the Condominium;
- 6-104** Paint or decorate any portion of the exterior of the building or any other structure in the Condominium or any Common Area therein.
- 6-105** The Association will act in the best interest of the Condominium in approving or disapproving the foregoing requirements.

## **ARTICLE 7**

### **ENTRY FOR REPAIRS**

- 7-100** The Association shall have the irrevocable right, to be reasonably exercised by its agent, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Association is responsible and shall have the irrevocable right, to be reasonably exercised by the Association or its agents, to enter any Condominium Unit or Limited Common Area 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 Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Association 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**

### **BYLAWS**

- 8-100** The Bylaws shall be as set forth in Appendix B attached hereto. The Bylaws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Merrimack County Registry of Deeds.

## **ARTICLE 9**

### **CONVEYANCES**

- 9-100** The sale and leasing and mortgaging of Condominium Units shall be subject to the following provisions notwithstanding anything herein elsewhere contained;
- 9-200** A Unit may be sold or leased by its Owner without the approval of the Declarant or the Association, provided however, that any lease or rental agreement must be in writing and no Unit may be leased or rented for less than twelve (12) months.
- 9-300** **Notice to Association.** The Unit Owner intending to make a sale of his Condominium Unit shall give notice to the Association of the name and address of the intended purchaser and such other information as the Association may reasonably require for record keeping purposes, but this shall not be construed as granting the Association the right of approval of Unit sales.

## **ARTICLE 10**

### **ASSESSMENTS**

- 10-100** Each unit owner shall pay all common expenses assessed against him, all expenses for which he is liable under Article 5 or Article 7 hereof, and all other assessments made against him by the Association in accordance with the terms of the Declaration and Bylaws and all expenses so incurred and sums so assessed but unpaid shall be secured by a lien as provided in RSA 356-B:46. No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Association all such expenses theretofore incurred and sums theretofore assessed by the Association against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium 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 condominium unit. Such request shall be in writing and shall be directed to the Association. The statement shall be binding on the Association 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. A purchaser of a condominium unit shall be liable for the payment of any such expenses or assessments against said condominium unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, except that an institutional mortgagee or other

purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lien of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, if the law does not make such mortgagee or purchaser liable, but shall be liable for unpaid expenses and assessments becoming due thereafter.

- 10-200** The Association shall have the right to charge interest at Eighteen (18%) per annum, or at the maximum lawful interest rate for unpaid common expenses or other expenses or assessments from the due date. In addition, it shall have the right to charge unit owners \$5.00 per month for duplicate billing charges, and other costs including attorney's fees in the event the Association is required to proceed with collection to obtain payment of such expenses. Any lien may be exercised for any unpaid common expense or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid common expenses or other expenses or assessments, once perfected, shall have the priority set forth in RSA 356-B:46, I. The lien, including interest, costs and attorney's fees may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgage, or by suit brought in the name of the Association, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment. The Unit Owner who has paid all of his Common Expenses may act on behalf of the Association to enforce this provision against the Unit Owner who is delinquent in payment of Common Expenses or assessments.

#### **ARTICLE 11**

#### **EMINENT DOMAIN**

- 11-100** The provisions of RSA 356-B:6 shall control in the event of the condemnation of all or any part of The Condominium.

#### **ARTICLE 12**

#### **WAIVER**

- 12-100** The failure of the Association to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws 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 Association of payment of any assessment from unit owner with knowledge of the breach of any covenant hereto shall not be deemed a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

**ARTICLE 13**  
**LIABILITY OF THE MEMBERS OF THE ASSOCIATION**

- 13-100** The members of the Association 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 Association against all contractual liability to others arising out of contracts made by the Association 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 Bylaws. It is intended that the members of the Association 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 Bylaws. It is also intended that the personal liability of each unit owner arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the members of the Association shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Association and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited). The provisions of this Article 13 do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Association or any other insured under the liability insurance required by Paragraph 3-102.

**ARTICLE 14**  
**ENFORCEMENT**

- 14-100** Each owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the Condominium Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Condominium Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

**ARTICLE 15**  
**PERSONAL PROPERTY**

- 15-100** The Association may acquire and hold, for the benefit of the unit owners, 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 Area. A transfer of a condominium 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 16**  
**FHLMC/FNMA COMPLIANCE**

- 16-100** Notwithstanding the provisions of this Declaration and the Bylaws relating to amendments, the duly adopted regulations of the Federal Home Loan Mortgage Corporation, FHLMC, and the Federal National Mortgage Association, FNMA, as amended from time to time, shall control the procedure and substance of amendments that affect the rights of eligible mortgage holders, as such rights are defined in those regulations. The Association, in accordance with RSA 356-B:34, II, by a vote of both members, is authorized to consider and adopt amendments to this Declaration and to the Bylaws that may be required in order to comply with the duly adopted regulations of the FHLMC or the FNMA.

**ARTICLE 17**  
**NOTICES**

- 17-100** All notices hereunder, and under the Bylaws and the Act to the Association shall be sent by United States mail to the Association at 73 Cedar Street, Hopkinton, New Hampshire, or to such other address as the Association 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 owners at their respective units and to such other addresses as any of them may have designated to the Association. 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 18**  
**SEVERABILITY**

- 18-100** 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 19**  
**GENDER**

- 19-100** 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 20**  
**INTERPRETATION**



**20-100** 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.

**ARTICLE 21**  
**AMENDMENT**

**21-100** Except as otherwise provided herein and in the Act, this Declaration may be amended by the vote of both of the unit owners, cast in accordance with the provisions hereof and of the Bylaws, which amendment shall become effective upon recordation at the Merrimack County Registry of Deeds. No such amendment shall be contrary to the provisions of the Condominium Act.

**ARTICLE 22**  
**ARBITRATION**

**22-100** In the event of a dispute between the Unit Owners, the dispute will be resolved in the first instance by mediation. In the event that mediation is needed, the Unit Owners shall select a mutually agreeable mediator, who shall be a mediator located within the State of New Hampshire. If the Unit Owners are unable to mutually agree on the selection of a mediator, they shall each select a mediator and the selected mediators shall then select a mediator. In the event that the mediation does not result in a mediated agreement, then in the second instance the Unit Owners will resolve any such dispute by binding arbitration. The Arbitrator shall be mutually selected or selected in the same manner as the mediator above should mutual agreement not occur. The costs of mediation or arbitration will be borne by the party or parties decided by the arbitrators which may become a lien on the Unit or Units in accordance with the terms hereof.

**IN WITNESS HEREOF**, the Declarant, Cedar Street Townhomes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

\_\_\_\_\_  
Shaun Geary, Manager

**STATE OF NEW HAMPSHIRE**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Shaun Geary, Manager of Cedar Street Townhomes, LLC, in his capacity as Manager of the Declarant of 73 Cedar Street Townhomes Condominium, for the purposes herein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace

**APPENDIX A**

**SUBMITTED LAND**

*Insert Full Legal Description Here*

***THIS NEEDS TO BE PREPARED BY THE SURVEYOR/ENGINEER***

*See, Book \_\_\_\_\_, Page \_\_\_\_\_, in the Merrimack County Registry of Deeds for a descriptor of the Property, which description is incorporated herein.*

## **APPENDIX B**

### **BYLAWS OF 73 CEDAR STREET TOWNHOMES CONDOMINIUM ASSOCIATION**

**73 Cedar Street  
Hopkinton, New Hampshire 03229**

#### **ARTICLE I Purpose and Applicability**

**Section 1. Purpose.** There shall be established, pursuant to RSA 356-B:35, a Unit Owners Association (hereinafter, "Association") to administer the condominium property in accordance with and subject to the provisions of the New Hampshire Condominium Act, (the "Act"), the Declaration and these Bylaws, and any of the same as may be lawfully amended from time to time.

These Bylaws shall be utilized by the Association in conjunction with the Declaration for the daily governance of the condominium.

**Section 2. Applicability.** All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person who may use the facilities of the condominium in any manner, are subject to these Bylaws. The acceptance of a deed or conveyance or entering into a lease, or the act of occupancy of a Unit shall constitute an agreement that these Bylaws are accepted, ratified and will be complied with.

#### **ARTICLE II The Association**

**Section 1. Name.** The name of this Association will be **73 Cedar Street Townhomes Condominium Association.**

**Section 2. Membership.** Each Unit Owner, upon acquisition of the condominium ownership interest in a Unit, shall automatically become a member of the Association. Ownership shall be vested at the time of transfer of title to a Unit. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Unit Owner of the Unit, at which time the new Owner of the Unit shall automatically become a member of the Association.

The Declarant shall be a member of the Association with respect to all Units owned by the Declarant and shall have the right, without limitation, to exercise the voting power pertinent to such Units. Until the Association is organized, the Declarant shall have the power and responsibility to act in all instances where the act requires action by the Unit Owners' Association or any of its officers as allowed by RSA 356-B:36(III).

### **Section 3. Duties of the Association.**

a. **Management.** The administration, management, maintenance, repair, alterations and improvements of the condominium property, not the responsibility of a Unit Owner, shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

b. **Common Area.** Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of good working order, in clean, neat, and safe condition and in conformity with all laws, ordinances, and regulations applicable to the condominium property.

c. **Improvement and Repair Within Units.** Except as may otherwise be expressly provided herein, the Unit Owner shall keep and maintain in a state of good condition and repair those parts of the condominium property (utilities) within each Unit by making all repairs, replacements, alterations and other improvements necessary. If a Unit and facilities and improvements appurtenant to a Unit become impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner fails after notice from the Association or other Owner to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or correct the condition in similar manner as in Article 7 of the Declaration. The Association shall charge and assess the cost and expenses thereof to the Unit Owner who should have performed the work. Either Unit Owner may act on behalf of the Association under this provision.

d. **General Duties.** The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under these Bylaws and the CONDOMINIUM ACT.

e. **Delegation of Authority.** The Association or its designated representative shall be responsible for representing the Unit Owners in negotiating any agreements, contracts, settlements, etc.

**Section 4. Creation of the Association.** The Association shall be organized or otherwise created after the sale of the second unit, or within thirty (30) days of the first anniversary of the sale of the first unit, whichever shall first occur, or as otherwise required by the Act.

## **ARTICLE III**

### **Meetings**

**Section 1. 1st Annual Meeting.** After formation of the Association, there shall be an annual meeting held within thirty (30) days of said formation at which time the Association shall call for an annual meeting to be held at least once each year after the formation. In the absence of such call, and annual meeting shall be automatically scheduled on the first anniversary of the initial meeting and in all years shall be held in accordance with the provisions of the Act.

**Section 2. Notice of Regular Meetings.** Not less than twenty-one (21) days in advance of the annual meeting or any regularly scheduled meeting of the members of the Association, written notice stating the time, place and purposes(s) of such meetings shall be given by or at the direction of the Secretary of the Association or by any other person or persons required or permitted by these Bylaws to give such notice. Notice shall be delivered in hand or it shall be given by U.S. Mail, return receipt requested to both Unit Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary. Notice of the time, place and purpose(s) of any meeting of members of the Association, may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at such meeting without protesting, either prior to or at the commencement of the meeting, the lack of proper notice, shall be a waiver by him of notice of such meeting.

**Section 3. Place of Meetings.** Meetings of the Unit Owners shall be held at the condominium or such other suitable place convenient to the Unit Owners as may be designated by the officers of the Association.

**Section 4. Special Meetings.** Special meetings of the Association may be held at any reasonable time as requested by either Owner or representative of the Association upon a minimum of seven (7) days' notice provided to all members of the Association. In the event that any Owner is unable to attend, that Owner shall make every effort to notify the other Owner or the Association representative at least forty-eight (48) hours prior to the meeting. Upon receipt of notice of the unavailability of any Owner, such meeting shall be rescheduled the same time and place seven (7) days from the originally scheduled time. Subsequent unavailability of any Owner shall be governed by the provisions of Section 5 of this Article. Special Meetings shall be held on the premises of the condominium or at such other place within the City of Portsmouth, New Hampshire, as designated in the Notice of Hearing.

**Section 5. Adjourned Meetings.** If any Owner is unavailable to attend a special or regular or annual meeting of the Association, he shall notify the other Owner as provided in Section 4. If a special meeting, it shall be rescheduled in accordance with Section 4 whether or not the notice is received forty-eight (48) hours prior to the meeting unless an emergency exists. If a regular or annual meeting, the notice must be received forty-eight (48) hours in advance to entitle the requesting Owner to a postponement and if properly received, the meeting shall be rescheduled no less than ten (10) days after the original meeting date and new notice sent to the Owners in accordance with Section 2 of this Article. Any requests for additional postponements by an Owner shall be in writing and shall contain at least two (2) dates and times within ten (10) days of the postponed meeting when that Owner is available to attend said meetings. If a second postponement request does not contain that information, the remaining Owner may reschedule the twice postponed meeting and hold such a meeting and take any appropriate action whether or not the other Owner is in attendance.

**Section 6. Actions Without A Meeting.** All actions, which may be taken at a meeting of the Association, may be taken without a meeting, with the approval of or writing signed by both Unit Owners. The Secretary or his designee shall maintain a permanent record of all actions taken

without a meeting. Actual notice of said action by a Unit Owner prior to said action being approved, shall be deemed a waiver by him of the requirement that he receive notice of said action without a meeting.

## **ARTICLE IV**

### **Voting**

**Section 1. Allocation of Votes.** Each Unit Owner is allocated a number of votes proportionate to the undivided interest in the Common Area appertaining to each Unit. In this case both Unit Owners have equal votes.

**Section 2. Splitting Votes.** Since a Unit Owner may be more than one (1) person, if only one of such persons is present at a meeting of the Unit Owners' Association, that person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement. Such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word person shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner.

**Section 3. Proxies.** The Vote appertaining to any Unit may be cast pursuant to a Proxy or Proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one (1) person, by or on behalf of all such persons. No such Proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any Proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The Proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Any Proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that Proxy.

**Section 4. Quorum.** A quorum exists if persons entitled to cast 50% of the votes of the Association are present either in person or by Proxy at the beginning of such meeting.

**Section 5. Transaction of Business.** Except as where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of the Unit Owners, in good standing and entitled to vote, voting in person or by Proxy, is required to adopt decisions at any meeting of the Association, except for the election of the Officers of the Association which may be accomplished by a plurality of the votes. All voting undertaken in accordance with this Article IV shall be presumed to be valid until proven otherwise.

**Section 6. Breaking Deadlock.** It being understood that the Association is comprised of only two (2) Unit-owner Members, in the event that the unit owners are unable to reach agreement on

a measure, issue, item or other decision of the Association, or in the event of a lack of participation of one or the other Association Members, thereby being no majority vote cast, the Association's lawyer shall serve as a breaker of deadlock in any and all such cases or as the proxy of the non-participating Member for the purposes of casting votes. In the event that the Association does not have an identified or retained attorney, they each member of the Association shall consult an attorney and the attorneys consulted shall agree to the identity of a third attorney to serve as the attorney for the Association for review of the issue the subject of the deadlock and shall cast a deciding vote in breaking the same. The services of the initial attorneys consulted and the third attorney identified thereby shall be borne of the Association as an expenditure of the Association as set forth herein.

## **ARTICLE V**

### **Officers**

**Section 1. Designation and Election of Officers.** The principal officers of the Association shall be a President and a Secretary/Treasurer. At the first organizational meeting of the Association, it shall elect a President and a Secretary/Treasurer from the Members for a term of two (2) years. Subsequently the officers shall be rotated every two years between the Unit Owners and each officer shall serve until his term has expired, he has been replaced by a vote of the Association, or he has ceased to have an ownership interest in a Unit. In the event that a term of an officer expires, and no election has taken place to designate a successor, then that officer shall continue in office until such election takes place.

**Section 2. President.** The President shall be the chief executive officer; the President shall preside at meetings of the Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; the President shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all of the general powers and duties that are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire. Any of the powers of the President herein may be designated to a management company or any other designee, although the President shall assume final responsibility for all Association actions.

**Section 3. Secretary/Treasurer.** The Secretary/Treasurer will keep the minutes of all meetings of the Association and shall provide such notices as are necessary to the Unit Owners. The Secretary/Treasurer shall, in general, perform all duties incident to the office of Secretary and Treasurer of a stock corporation organized under the Business Corporation Law of the State of New Hampshire. In addition, the Secretary/Treasurer shall maintain the following:

- (a) A complete list of the Unit Owners and their last known post office addresses;
- (b) A complete list of the names and addresses of mortgagees holding mortgages on Units together with a conformed copy of the recorded mortgage;
- (c) Copies of the Condominium documents and minutes of meetings; and,



(d) A register setting forth the place to which all notices to Unit Owners shall be delivered. These lists and condominium documents shall be open to inspection by both Unit Owners and other persons lawfully entitled to inspect the same at reasonable hours upon reasonable notice. The Secretary may delegate some or all of these duties to another person that is approved by the Association.

The Secretary/Treasurer shall have custody of all funds and securities that are not under control of a manager, if any, and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, shall deposit moneys and other valuable effects in such depositories and under such names as may be designated by the Association. Such records shall include without limitation chronological listings of all assessments and common expenses on account of the Common Area and the amounts paid and the amounts due on such assessments by each Unit Owner. The books and records of the Association shall be kept in accordance with generally accepted accounting principles and procedures. The Secretary/Treasurer will also disburse funds as ordered by the Association, where possible taking proper vouchers for disbursements, and shall render to the Members at regular meetings of the Association whenever he may require it, an account of all transactions and of the financial condition of the Association. Both Unit Owners shall have the right to examine the books of the Association at reasonable times and places.

**Section 4. Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such unless and until authorized by a vote of the Association at an annual meeting.

**Section 5. Fidelity Bonds.** The Association may require that all officers, agents or other designated persons to furnish adequate fidelity bonds. Premiums for such bond shall be considered a common expense.

**Section 6. Liability of Officers, Unit Owners, and Unit Owners' Association.** No officer of the Association shall be liable to the Unit Owner for any mistake of judgment, negligence, or otherwise, except for his individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration or these Bylaws or rules promulgated pursuant to Article VII, as lawfully amended from time to time ("Rules"). The Unit Owner shall indemnify and hold harmless each of the officers from and against (i) all contract or negligence liability to others arising out of the contracts made by, and action taken or omitted by, the officers on behalf of the Unit Owner unless any such contract, or action shall have been made, taken or omitted in bad faith, due to willful misconduct, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such officers in connection with any threatened, pending or completed action, suit or proceeding unless said officer acted in bad faith or was guilty of willful misconduct. It is intended that the officers of the Association shall have no personal liability (except as Unit Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless, made, taken or omitted in bad faith or due to willful misconduct. It is also intended that the liability of any Unit Owner arising out of any contract, action or omission made by an officer of the Association or out of the aforesaid indemnity in favor of the officers of the Association shall be limited to such proportion of the

total liability thereunder as his interest bears to the interest of both Unit Owners. Every written agreement made by an officer of the Association or by a manager on behalf of the Unit Owners, shall, if obtainable, provide that the officers of the Association or the manager, as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder is as his interest bears to the interests of both Unit Owners.

The Unit Owners' Association shall be liable to the Unit Owners or either of them so affected by or as a result of any failure of any well or other source of water supply, only to the extent that the same is situate within a Common Area and/or to the extent that the same is a Common Expense, and shall be liable to for the failure of any other services to be obtained by the Association or paid for as a common expense, as well as for injury or damage to person or property caused by the elements within the Common Area, which shall be covered by the Condominium Master Policy or some other insurance policy. The Unit Owners' Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken by the Unit Owners' Association to comply with any law, ordinance or with the order or directive of any governmental authority.

**Section 7. Ratification.** The Unit Owners' Association may ratify any actions taken by an officer of the Association subsequent to such actions and thereby gives such action full force and effect as though approved by the Unit Owners' Association in advance.

**Section 8. Powers and Responsibilities of The Officers of the Association.** The affairs and business of the Condominium shall be managed by officer of the Association (herein referred to as the "officer"), which shall have all of the powers and responsibilities necessary for the administration of the affairs of the Condominium and Unit Owners' Association and may do all such acts and things, as are not prohibited by the Condominium Act, or by these Bylaws directed to be exercised and done exclusively by the Association. In addition to the general duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the officer shall, on behalf of the Association, be responsible for the following:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for common expenses;

(b) Make assessments against Unit Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Unit Owners, collect said assessments, deposit the proceeds thereof in a bank depository approved by it, and use the proceeds to carry out the administration of the Property. Unless otherwise determined by the Association, the annual assessments against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment shall be due and payable in advance on the first day of each month; each unit shall be liable for that percentage of total assessment as is equal to their percentage ownership in the Common Area as per 2-600 of the Declaration of Condominium;

(c) Provide for the operation, care, repair, upkeep, replacement and maintenance of all of the property, including but not limited to the Common and Limited Common Areas;

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and Limited Common Area and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies, and equipment shall be deemed part of the Property;

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Association, use the proceeds to carry out the administration of the Property;

(f) Open bank accounts on behalf of the Unit Owners' Association and designate signatories thereon, and keeping books with detailed accounts of receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, mortgagees, and authorized agents during general business hours or business days at the times and in the manner set and announced by the Association for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles.

(g) Obtain and carry insurance against property damage and liability, as provided in Article VIII of these bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;

(h) Pay the costs of all authorized services rendered to the Unit Owners' Association and not billed to Unit Owner of individual Units or otherwise provided for in these Bylaws.

(i) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Areas; provided, however, that the consent of both Unit Owners obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum. If any sum borrowed by the Association on behalf of the Condominium pursuant to the authority contained in this subsection (i) shall not be repaid proportionately by the Unit Owners, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Common Area Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for the payment of the remaining amount due such creditor.

(j) The officer, in their discretion, may notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such mortgage in the event such default continues for a period in excess of sixty (60) days.

(k) Do such other things and acts not inconsistent with the Condominium Act or the Condominium instruments which the Association may be authorized to do by a resolution of the Unit Owners' Association.

## **ARTICLE VI**

### **Operation of the Property**

#### **Section 1. Determination of Common Expenses and Fixing of Common Charges.**

(a) Fiscal Year. The fiscal year of the Association shall be a calendar year except that in the first year of operation of the Association a fiscal year will be adopted which ends December 31 of the same year.

(b) Preparation and Approval of Budget. Each year the Association shall adopt a budget for the Condominium containing an estimate of the amount which it considers necessary for the operation during the ensuing fiscal year. The budget shall include the common expenses and may include such amounts as the Secretary/Treasurer may deem proper for the operation and maintenance of the property, including, without limitation, amounts of working capital of the Condominium, a general operating reserve, a reserve fund for replacements, and provisions to make up any deficit in the common expenses for any prior or existing year. After approval by the said officer, a copy of the proposed budget shall be mailed to each Unit Owner at least twenty-one (21) days in advance of the annual meeting at which the budget is to be adopted. A budget will be adopted by a majority vote of those attending the meeting called for that purpose and shall constitute the basis for determining the Unit Owners' assessment for the common expenses of the Condominium.

**Section 2. Payment of Common Charges.** All Unit Owners shall be obligated to pay the common charges assessed by the Unit Owners' Association pursuant to the provisions of Section 1 monthly in advance commencing immediately upon transfer of record title to an Owner, or at such other time or times as the Association shall determine. Each owner's share of the common charges shall be equal to their percentage interest in the Common Area.

**Section 3. Reserve Maintenance Account.** The Unit Owners' Association is empowered to establish a reserve maintenance account to be funded by special assessment of all Unit Owners in such amounts as the Association deems advisable. Such account shall be funded by any surplus on hand in the account funded by the monthly maintenance charges at the end of the fiscal year which the Association deems available to transfer into a reserve maintenance account. All funds received from insurance in excess amounts necessary to repair any damage to common areas shall be placed in the reserve maintenance account.

**Section 4. Collection of Assessments.** Any Owner of a Unit shall be liable for the entire monthly assessment of that Unit. The Owner of a Unit may take whatever action is necessary to enforce or collect the lien of the Association against the other Owner of the Unit.

**Section 5. Default in Payment of Common Charges.** In the event of default by the Unit Owner or Owners in the payment of common charges as determined by the Unit Owners Association, any Owner of the Unit whose charges have not been paid in full shall be obligated to pay the balance owing, plus interest at a rate not to exceed one and one-half percent (1 ½%) per month on such common charges from the date they are due, together with all expenses, including attorneys' fees, incurred by the other Unit Owner in any proceeding brought to collect any unpaid common charges. The Owner of any Unit which contributes more than his share shall have a right of contribution from any other Owner of that Unit which he may enforce. He will be entitled to recover moneys in excess of his share paid by him including any interest and attorneys' fees.

**Section 6. Enforcement of Liens for Unpaid Common Charges.** The Association shall have a lien on a Unit for any assessment levied against the Unit which remains unpaid, plus any interest accrued on said assessment from the time the assessment is made. The Association's lien may be foreclosed in like manner as a mortgage on real estate. The provisions of RSA 356-B:46 are expressly incorporated into the provisions of this Section.

**Section 7. Statement of Common Charges.** In accordance with the provisions of RSA 356-B:46 (VIII), the Association, or other Unit Owner shall furnish to a Unit Owner, upon written request, a recordable statement setting forth the amount of any unpaid assessments currently levied against the Unit within ten (10) business days after receipt of such request. That written statement shall be binding upon the Association and the other Unit Owner.

## **ARTICLE VII** **Rules of Conduct**

Rules and regulations concerning the use of the Units and the Common Areas may be promulgated and amended by the Association and copies of the same shall be furnished to each Unit Owner.

## **ARTICLE VIII** **Insurance**

**Section 1. Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Association shall obtain (i) a master casualty policy affording risk coverage with the usual exclusions written on an agreed amount basis in an amount equal to the full replacement value of the structures within the Condominium. For the purposes of this Article VIII the language "structures within the Condominium" shall include without limitation structures located on any part of the Condominium property AND structures serving the Condominium and located on easements appurtenant to said Condominium; (ii) a master liability policy covering the Association, the officers, agents or employees of the foregoing with respect to the condominium,

and easements appurtenant thereto, and Owners and other persons entitled to enter on or occupy any portion of the Condominium land and easements appurtenant thereto; (iii) officers' liability insurance coverage; and, (iv) such other policies as specified hereinbelow. Said insurance shall substantially comply with the following:

(a) A Master Casualty Policy, with standard risk coverage, affording fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the buildings in the Condominium property including, without limitation, portions of the interior and exterior of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, exterior walls and roofs, interior walls, finished wall surfaces, ceiling and floor surfaces, including any permanently affixed wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including other appliances which are affixed to the building, and heating and lighting fixtures, and improvements which have been installed or shall be in the future installed by the Declarant, and improvements of like kind and quality installed or to be installed in the future by individual Unit Owners. Excepted from the provisions of any such master policy shall be improvements made by individual Owners subsequent to the completion of the Units if such improvements are not of like kind and quality and exceed a total value of \$1,000.00 and are not reported to the insurer or to the Association. The burden shall be upon the Association to determine whether improvements located within the bounds of such Owners' Unit shall be insured under the Association Master Policy. The Casualty Policy to be purchased hereunder shall be in an amount equal to full replacement value of the building, structures and improvements, and shall insure against loss or damage by fire, lightning, and such perils commonly known as "extended coverage", and vandalism and malicious mischief.

(i) Such insurance shall include Limited Common Area or Common Areas and shall be in an amount of not less than full replacement value of the insured property at the time the insurance is purchased or at any subsequent renewal date less the deductibles.

(ii) The Association shall obtain from its insurance carrier an annual statement of premiums for a Master Casualty Policy allocated to each Unit in accordance with each Unit's valuation. Such insurance shall be written in the name of the Association and the proceeds hereof shall be payable to the Association as trustees for the Owners and their respective mortgagees, and to the Declarant until Units are conveyed, as their interests may appear, and provisions shall be made for the issuance of certificates of such insurance to the Owners and their respective mortgagees. proceeds from claims made under the master policy shall be immediately utilized for repair and replacement of any damaged items unless the Owners vote to terminate the Condominium.

(iii) Notwithstanding the above, until the Association shall be formed, the insurance may be written solely in the name of and the proceeds thereof shall be payable to the Declarant and the Declarant's mortgagees, as their respective interest may appear.

(b) A Master Comprehensive General Liability policy including "broad form general liability" endorsement or its equivalent insurance, said Master Comprehensive General Liability Policy shall be in such form and amount as the Association may from time to time determine, but

in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury, death and property damage per occurrence, insuring the Declarant to the extent he shall have an interest in the Condominium, the Association, individual members of the Association, officers of the Association, and agent or employees of the foregoing with respect to the Condominium against liability to anyone, with cross liability coverage with respect to liability claims by anyone insured thereunder. This insurance, however, shall not insure against individual liability of an Owner for personal liability arising out of the ownership, maintenance or use of a Unit and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner, but shall insure the Declarant and the officers of the Association for Liability. Said insurance shall specifically protect the Association and the officers from any claims or liability from death, personal injury or property damage arising from or relating to the ownership, maintenance or use of common areas within their respective control.

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

(d) At the election of the Association, a fidelity bond covering the Treasurer of the Association.

(e) Such other insurance as the Declarant prior to the formation of the Association thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for officers of the Association, risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

## **Section 2. General Insurance Provisions.**

(a) The Association shall deal with the insurer or insurance agent in connection with the adjusting of claims covered by insurance policies provided for under Section 1 above and shall review the coverage under said policies with the insurer or insurance agent, at least every other year, said review to include a valuation of the Units and of improvements with the Common Area and shall make any necessary changes in the policy provided for under Section 1 (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of said Section.

(b) Original of policies and endorsements shall be deposited with an insurance agent to be agreed upon by the Association.

(c) The exclusive authority to adjust losses under the policies hereafter enforced on the Condominium Property shall be vested in the Association or any individual agreed upon by the Association on behalf of the Association.

(d) The Association shall be required to make every effort to see that policies of insurance provided for under Section 1 above:

(i) Shall contain waivers of subrogation by the insurance as to claims against the Association, its employees and agents, Owners and members of the family of

any Owner;

(ii) Shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) That said policies cannot be canceled, invalidated, or suspended on account of any actions of a Unit Owner, and the conduct of any Unit Owner shall not constitute grounds for avoiding liability on any such policy;

(iv) Shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have "no control";

(v) Shall provide that such policies may not be canceled (including cancellation for non-payment), jeopardized or substantially modified without at least sixty (60) days' written notice to of the insureds thereunder and mortgagees of Units in the Condominium. Notwithstanding the foregoing, fifteen (15) days' written notice shall be sufficient notice of cancellation when the cancellation is due to nonpayment of the premium;

(vi) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners and their mortgagees;

(vii) Shall exclude policies obtained by individual Owners for consideration under any "other insurance" clause;

(viii) Shall include stipulated amount clause or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild;

(ix) The Master Policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless otherwise agreed by the Association, and,

(x) UNTIL THE EXPIRATION DATE OF THIRTY 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 OF CONDUCT OF THE OWNER OF A UNIT, THE OTHER UNIT OWNER, OR ANY OF THEIR AGENTS, EMPLOYEES, OR HOUSEHOLD MEMBERS. NOTWITHSTANDING THE FOREGOING, FIFTEEN (15) DAYS' WRITTEN NOTICE SHALL BE SUFFICIENT NOTICE OF CANCELLATION WHEN THE CANCELLATION IS DUE TO NONPAYMENT OF INSURANCE PREMIUM (S).

### **Section 3. Individual Policies.**



(a) Any Owner or any mortgagee may obtain, at his own expense, additional insurance [including without limitation "Condominium Unit Owner's Coverage" written on an "all risk" or loss basis for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Section 1 (a) above]. Such insurance should contain the same waiver of subrogation provision as set forth in Section 2 (d) of this Article IX. Such policy should insure against loss or damage to personal property used or incidental to the occupancy of his Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to persons or to floor coverings, appliances and other personal property, not covered in the master policy, and improvements to his Unit which are not reported to the Association.

(b) In addition to the other requirements of law or imposed by the Declaration or these Bylaws, each Owner, prior to commencement of construction of any improvements, shall for insurance purposes notify the Association of proposed improvements to his Unit (except personal property other than fixtures exceeding One Thousand Dollars [\$1,000.00]) and upon receipt of such notice the Association shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any improvements.

(c) No policy described in this Section 3 shall be written to decrease the coverage under any of the policies obtained by the Association pursuant to Section 1 above, and each Owner hereby assigns to the Association, as trustee for the Owners and their mortgagees, the proceeds of any such policies to the extent that such policies, in fact, result in a decrease in such coverage, such proceeds to be applied pursuant to the terms hereof as if produced by said coverage. Copies of such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

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

## **ARTICLE IX**

### **Repair and Restoration After Fire or Other Casualty**

**Section 1. When Repair and Reconstruction are Required.** In the event of damage to or destruction of or part of any Unit or other buildings or improvements in the Condominium as a result of fire or other casualty, the Association shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portions of the Units, buildings or improvements,

subject to the rights of the Unit Owners to vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. Notwithstanding the foregoing, each Owner shall have the right to supervise the restoration of his own Unit.

## **Section 2. Procedure for Reconstruction and Repair.**

(a) Immediately after a fire or other casualty causing damage to a Unit or improvement within the Common or Limited Common Area, the Association shall proceed with filing and adjustment of claims under such insurance and 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 Association determines to be necessary. The Association shall contract for such repair and restoration and, in doing so, shall exercise its sole discretion in selecting from among said estimates.

(b) Responsibility for Restoration. Except as otherwise provided below, in the event or any part of the property which is required to be insured by the Association through its officers under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Site and Floor Plans as provided in Subparagraph c below. Except as certain parts of a Unit may be insured by the Association, each Unit Owner shall promptly restore his Unit after any casualty causing damage thereto.

(c) Requirements of Restoration. In accordance with RSA 356-B:43 (III), unless the Unit Owners vote to terminate the Condominium under RSA 356-B:34, any portion of the Condominium for which Master Casualty insurance is required shall be promptly repaired or replaced by the Association with the proceeds of such insurance, the excess shall be placed in the reserve maintenance account as previously provided by these Bylaws. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Association against Unit Owners in proportion to each Unit Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other funds as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Area, as the Association may determine.

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

## **Section 3. Disbursements of Construction Funds.**

(a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Association from assessments against Owners on account of such

casualty [or borrowed by the Association as provided in Article V Section 8(i) above] shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Association.

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

(c) It shall be presumed that the first moneys disbursed in payment of the cost of reconstruction and repair shall be from the insurance proceeds; and if there is a balance in the construction fund after payment of the costs of the reconstruction and repair for which the fund is established, such balance shall be first applied to any borrowing, and the remainder, if any, shall be paid to the reserve maintenance account.

**Section 4. Disposition After Destruction and Election Not to Rebuild.** In the event any damage to or destruction of the Common Areas and facilities which renders one hundred percent (100%) of the Units on the Condominium property untenable, the Unit Owners may, by the vote of both of the Unit Owners, elect not to repair or restore such damaged part at a duly called meeting for that purpose which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, of the Condominium property shall be subject to an action for sale upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium property after such election, the net proceeds of the sale, together with the net proceeds of the insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed proportionally to both Unit Owners in accordance with Section 34:VI and VII of RSA 356-B. No Unit Owner, however, shall receive any portion of his share of such proceeds until liens and encumbrances on his Unit have been paid, released or discharged. Upon payment to the Owner, any interest of the Unit Owner in the Condominium property shall terminate and the instruments as may be reasonably requested by the Association to evidence such termination shall be executed by the Unit Owner and tendered to the Association. Moreover, in the event of any sale of the Condominium property, the Secretary of the Association is hereby authorized to execute and deliver, on behalf of the Association and both of the Owners, any instruments necessary or required to effect such sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to effect such sale or sales.

**Section 5. Responsibility of Unit Owner.**

(a) Each Unit Owner shall repair and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Association shall have the right to do (or have done) certain or of the repair or restoration work with respect to or a portion of any damaged or destroyed Unit, if the Unit Owner fails to commence repair or restoration within sixty (60) days after receipt of the insurance proceeds or within ninety (90) days of such destruction, whichever occurs first. The Owners shall be notified in writing by the Association or an officer of the

Association at least seven (7) days prior to commencement of any repair work within the damaged Unit. The Owner of the damaged Unit shall permit access to his Unit for such repair or restoration.

(b) In the event the Association undertakes repair work on an individual Unit, the Owner of the damaged Unit shall make available insurance proceeds and be responsible for amounts in excess thereof necessary to complete repair and restoration.

**Section 6. Waiver of Subrogation.** Each Owner and occupant of a Unit, as a condition of accepting title and possession, and the Association, through its officers agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium property (including Units and improvements within the Units), or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owners, occupant, or the Association, to hereby waive any rights they may have against any other Unit Owner, or against the employees of any Unit Owner or the Association or any one of them, with respect to such damage or destruction to the extent of insurance coverage, notwithstanding the cause of such fire or other casualty is the fault of the persons enumerated, including their negligence, this waiver shall not apply to any willful or grossly negligent conduct.

## **ARTICLE X**

### **Transfer of Ownership**

**Section 1. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of Units.

**Section 2. Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association unpaid common charges theretofore assessed by the Association against his Unit and until he shall have satisfied unpaid liens against such Unit, except for permitted mortgages. Any grantee of an interest in a Unit takes that Unit pursuant to Article VI of these Bylaws.

## **ARTICLE XI**

### **Mortgages**

**Section 1. Notice to the Association.** A Unit Owner who mortgages his Unit, shall notify the Association of the name and address of his mortgagee, and upon request of the Secretary, shall file a confirmed copy of the mortgage with the Secretary.

**Section 2. Notice of Unpaid Common Charges.** The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the Owner of the mortgaged Unit.

**Section 3. Notice of Default.** The Association, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

**Section 4. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days.

## **ARTICLE XII**

### **Amendment of the Bylaws**

These Bylaws may be amended by agreement of both Unit Owners. In the event that the Unit Owners are unable to agree, any such issue unable to be decided by agreement shall be submitted to a mediator or arbitrator, selected by the Unit Owners or by a lawyer, mediator, or arbitrator selected by each of the Unit Owners, prior to the enactment of any legal action relating to the same.

## **ARTICLE XIII**

### **Miscellaneous**

**Section 1. Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions hereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws 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.

**Section 4. Waiver.** No restriction, condition, obligation or other provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**ARTICLE XIV**  
**Conflicts**

The Bylaws are set forth to comply with the requirements of the CONDOMINIUM ACT of the State of New Hampshire. In case any of these Bylaws conflict with the provisions of said statute or the Declaration, the provisions of said statute or the Declaration, as the case may be, shall control.

**ARTICLE XV**  
**Condemnation**

The Association shall act on behalf of each Unit Owner in condemnation proceedings against the Common Areas of the Condominium.

**ARTICLE XVI**  
**Arbitration**

In the event of a dispute between the Unit Owners, the dispute will be resolved by binding arbitration. Each Unit Owner will select an arbitrator who in turn will name a third arbitrator, or in the alternative, counsel to each Unit Owner shall agree, if able on the identity of a mutually agreeable arbitrator. The costs of arbitration will be borne by the party or parties decided by the arbitrators which will become a lien on the Unit or Units. The parties may also agree on a single arbitrator to settle any dispute.

IN WITNESS HEREOF, the Declarant, Cedar Street Townhomes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

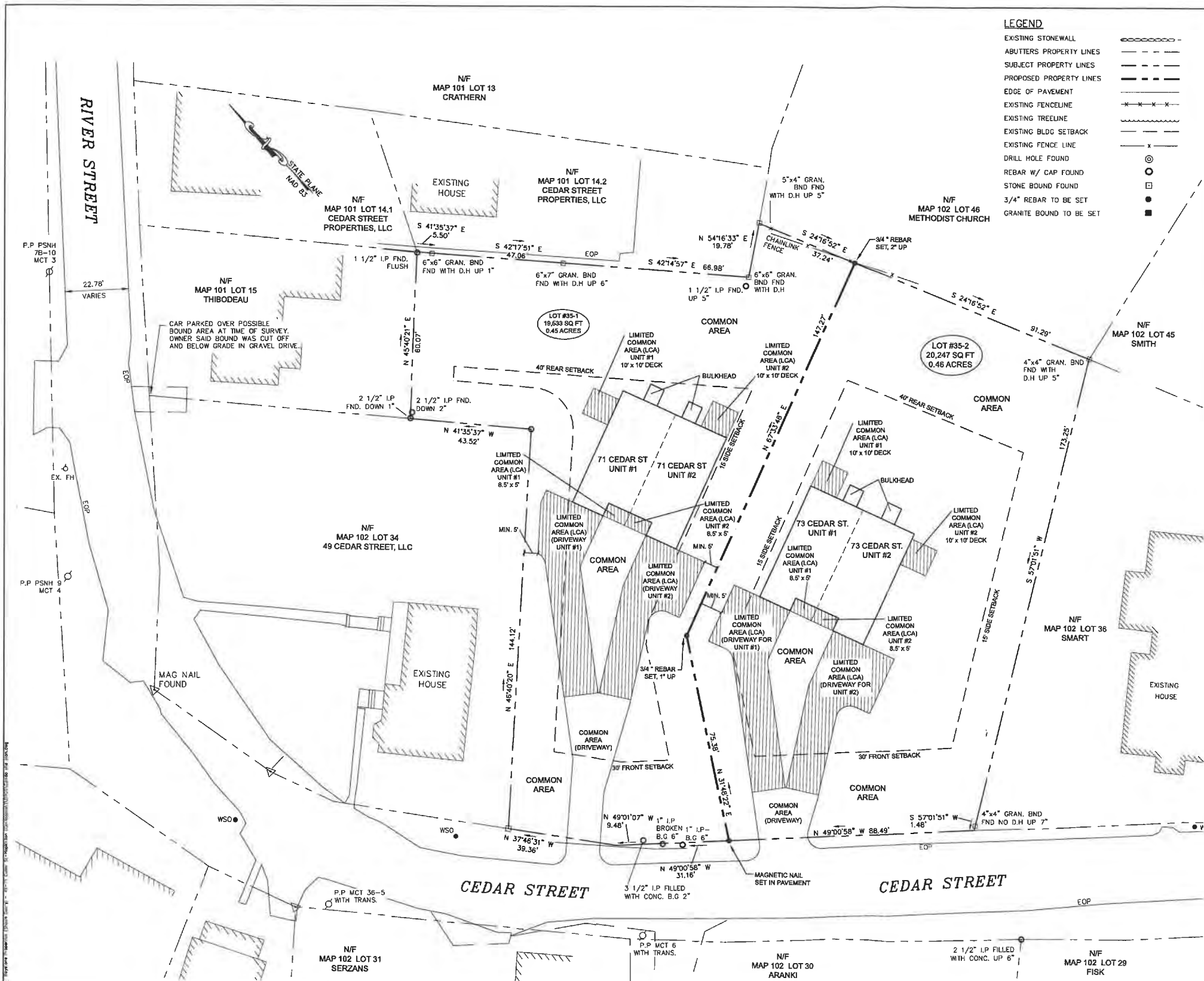
\_\_\_\_\_  
Shaun Geary, Manager

**STATE OF NEW HAMPSHIRE**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Shaun Geary, Manager of Cedar Street Townhomes, LLC, in his capacity as Manager of the Declarant of 73 Cedar Street Townhomes Condominium, for the purposes herein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace

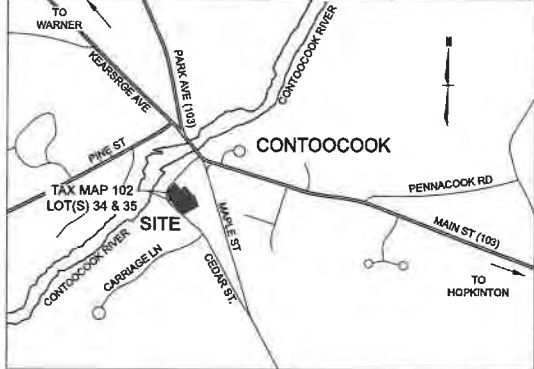


#### LEGEND

- EXISTING STONEWALL
- ABUTTERS PROPERTY LINES
- SUBJECT PROPERTY LINES
- PROPOSED PROPERTY LINES
- EDGE OF PAVEMENT
- EXISTING FENCELINE
- EXISTING TREELINE
- EXISTING BLDG SETBACK
- EXISTING FENCE LINE
- DRILL HOLE FOUND
- REBAR W/ CAP FOUND
- STONE BOUND FOUND
- 3/4" REBAR TO BE SET
- GRANITE BOUND TO BE SET

#### ABUTTERS LIST:

- N/F  
MAP 101 LOT 13  
SCOTT & BRENDA CRATHERN  
183 GOULD HILL RD.  
CONTOOCCOOK, NH 03229  
BOOK 3556 PAGE 1969
- N/F  
MAP 101 LOT 14-1  
CEDAR STREET PROPERTIES, LLC  
C/O STEVEN TATE  
P.O. BOX 1253  
GRANTHAM, NH 03753  
BOOK 3582 PAGE 717
- N/F  
MAP 101 LOT 14-2  
CEDAR STREET PROPERTIES, LLC  
C/O STEVEN TATE  
P.O. BOX 1253  
GRANTHAM, NH 03753  
BOOK 3582 PAGE 717
- N/F  
MAP 101 LOT 15  
EARNEST A & MATHEW S  
THIBODEAU  
35 CEDAR STREET  
CONTOOCCOOK, NH 03229  
BOOK 3585 PAGE 2201
- N/F  
MAP 102 LOT 30  
DANIEL & JANICE ARANKI  
70 CEDAR ST.  
CONTOOCCOOK, NH 03229  
BOOK 3615 PAGE 1730
- N/F  
MAP 102 LOT 31  
ANDRUS & FLORENCE SERZANS  
50 CEDAR ST.  
CONTOOCCOOK, NH 03229
- N/F  
MAP 102 LOT 36  
GLENN R & MELISSA SMART  
81 CEDAR ST  
CONTOOCCOOK, NH 03229
- N/F  
MAP 102 LOT 45  
JOSHUA SMITH  
116 N MAIN ST.  
BOSCAWEN, NH 03303  
BOOK 3481 PAGE 2595
- N/F  
MAP 102 LOT 46  
UNITED METHODIST CHURCH  
P.O. BOX 356  
CONTOOCCOOK, NH 03229
- N/F  
MAP 102 LOT 29  
DAVID B FISK  
88 CEDAR ST  
CONTOOCCOOK, NH 03229  
BOOK 3310 PAGE 1068
- N/F  
MAP 102 LOT 34  
45 CEDAR STREET, LLC  
P.O. BOX 818  
DERRY, NH 03038  
BOOK 3742 PAGE 912



#### LOCATION PLAN

SCALE: 1"=1,000'

#### NOTES:

- THE PURPOSE OF THIS PLAN IS TO SHOW A TWO CONDOMINIUM UNITS ON TAX MAP 102 LOT 35-1 AND TWO ON TAX MAP 102 LOT 35-2.
- THE PROPERTY IS DESIGNATED AS TAX MAP 102, LOT 35-1 & LOT 35-2.
- THE AREA OF THE EXISTING LOT 35-1 IS 0.45 ACRES (19,533 SF.) AND LOT 35-2 IS 0.48 ACRES (20,247 SF.)
- THE CURRENT OWNER OF BOTH LOTS 35-1 & 35-2, BAYSTONE PROPERTIES, LLC, 44 NORTH SHORE RD, DERRY, NH 03038, LOT 35 BK 3691, PAGE 1784
- THE ZONING DESIGNATION FOR THE PROPERTY IS VR-1 DISTRICT.
- DIMENSIONAL REQUIREMENTS PROVIDED FOR ZONE VR-1 DISTRICT:  
MIN. ROAD FRONTAGE = 80'  
MIN. LOT SIZE = 15,000 SF (0.34 ACRES)  
MIN. ROAD SETBACK = 30'  
MIN. SIDE SETBACK = 15'  
MIN. REAR SETBACK = 40'  
MAXIMUM STRUCTURE HEIGHT = 35'  
SEPTIC SETBACK OVERLAY DISTRICTS: (STEEP SLOPES, SOILS, WETLANDS, CONSERVATION) = 50' / 75' HYDRIC SOILS
- NO WETLANDS WERE LOCATED ON SITE. THOMAS E. SOKOLOSKI, CERTIFIED WETLAND SCIENTIST VISITED THE SITE DETERMINING THERE WERE NO WETLANDS FOUND ON SITE.
- SEWER TO BE PROVIDED BY MUNICIPAL.
- WATER TO BE PROVIDED BY MUNICIPAL.
- THERE IS SUFFICIENT CAPACITY WITH BOTH WATER AND SEWER PER THE TOWN OF HOPKINTON.
- RIGHT OF WAY WIDTH DETERMINED BY SURVEY, FIELD INVESTIGATION, RECORDED DEEDS AND PLANS OF REFERENCE.
- ABUTTING PROPERTY INFORMATION PROVIDED BY A COMBINATION OF ON-LINE TAX MAP DATA AND DATA PROVIDED BY GRANVIEW.UNH.EDU.
- SHEET 4 OF THIS SET WILL BE RECORDED AT MERRIMACK COUNTY REGISTRY OF DEEDS A COMPLETE PLAN SET WILL BE FILED AT THE TOWN OF HOPKINTON.
- THE FEMA MAP NUMBER FOR THIS SITE IS 33013C0502E, EFFECTIVE DATE: APRIL 19, 2010. THE BASE FLOOD ELEVATION IN ZONE AE IS 363.502, 1% ANNUAL CHANCE FLOOD (100 YR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. A SMALL PORTION OF THE SITE RESIDES IN THIS ZONE. THE REMAINDER OF THE SITE IS WITHIN THE ZONE X, (AREAS OF 0.2% ANNUAL CHANCE OF FLOOD WITH DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.
- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO TOWN OF HOPKINTON SUBDIVISION PLAN REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT DEFICIENCIES EXIST IN THE APPROVED DESIGN DRAWINGS, THE OWNER SHALL BE REQUIRED TO CORRECT DEFICIENCIES TO MEET THE REQUIREMENTS OF THE REGULATIONS AT NO EXPENSE TO THE TOWN.
- IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION SITE DUE TO ACTUAL SITE CONDITIONS, THE OWNER SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE TOWN.
- ELEVATIONS AND COORDINATES ARE BASED ON STATE PLANE COORDINATES FROM A SOLUTION GENERATED BY NGS OPUS ON APRIL 16, 2021 FROM DATA COLLECTED BY THIS OFFICE ON APRIL 17, 2021. THE OPUS SOLUTION IS BASED ON THE NAD 83 (2011) REF. FRAME AND THE NAVD 88.
- NRCS SOILS DATA:  
613A-CROGHAN LOAMY FINE SAND, 0 TO 8 PERCENT SLOPES, WOODED.

#### PLAN REFERENCES

- M.C.R.D. PLAN #4312, RECORDED APRIL 12, 1976, TITLED: "CONTOOCCOOK UNITED METHODIST CHURCH, MINOR SUBDIVISION, CONTOOCCOOK, NH, MERRIMACK COUNTY", SCALE: 1"=20', DATED: APRIL, 1976, PREPARED BY: ALLEN LEWIS #287, REGISTERED LAND SURVEYOR, APPROVED BY HOPKINTON PLANNING BOARD ON APRIL 10, 1976.
- M.C.R.D. PLAN #8073, RECORDED NOV. 30, 1984, TITLED: "SUBDIVISION OF LAND OF IRENE W. GEORGE IN CONTOOCCOOK-HOPKINTON, NH.", DATED: NOV. 18, 1983, SCALE: 1"=20', PREPARED BY: OLBERT C. CASTLE, SURVEYOR, APPROVED BY HOPKINTON PLANNING BOARD ON NOV. 20, 1984.
- M.C.R.D. PLAN #14322, RECORDED MAY 11, 1998, TITLED: "LAND OF CHARLES S. ROTONDI, NEAR RIVER & CEDAR ST., PARTIAL BOUNDARY SURVEY, HOPKINTON, NH, SCALE: 1"=20', DATED: MAY 4, 1998, PREPARED BY: H.H. AMSDEN & SONS, LAND SURVEYORS, PLANNERS, AND BOUNDARY CONSULTANTS, CONCORD NH.

#### PLAN REFERENCES CONT.

- M.C.R.D. PLAN #15749, RECORDED JAN. 25, 2002, TITLED: "ANNE ROTONDI LOT 32, MAP 102, HOPKINTON, NH, PROPERTY SURVEY, SCALE: 1"=20', DATED: 1/25/2002, PREPARED BY: BOW MILLS LAND MANAGEMENT, LAND SURVEYORS, BOW NH, 03304.
- M.C.R.D. PLAN #15959, RECORDED JULY 18, 2002, TITLED: "ANNE & CHARLES ROTONDI, LOT 34 & 35, MAP 102, CEDAR & RIVER STREETS, HOPKINTON, NH, PROPERTY SURVEY", PREPARED BY: BOW MILLS LAND MANAGEMENT, LAND SURVEYORS, PLANNERS & BOUNDARY CONSULTANTS, BOW NH, DATED: 6/21/2002, SCALE: 1"=20'.
- M.C.R.D. PLAN #202100029622, RECORDED SEPTEMBER 23, 2021, "PROPOSED CONDITIONS PLAN, TAX MAP 102 LOTS 34 & 35, LOT LINE ADJUSTMENT PLAN, 49 & 71 CEDAR ST., HOPKINTON, NH, OWNED BY BAYSTONE PROPERTIES, LLC, 162 BARTON CORNER ROAD, HOPKINTON, NH 03229", PREPARED BY: (THIS OFFICE) NEW HAMPSHIRE LAND CONSULTANTS, PLLC.

- M.C.R.D. PLAN #20220000833, RECORDED 1-11-2022, "PROPOSED SUBDIVISION PLAN, TAX MAP 102 LOT 35, 2 LOT SUBDIVISION, 71 CEDAR ST., HOPKINTON, (CONTOOCCOOK) NH, OWNED BY BAYSTONE PROPERTIES, LLC, 44 NORTH SHORE ROAD, DERRY, NH 03038", PREPARED BY: THIS OFFICE, NEW HAMPSHIRE LAND CONSULTANTS, PLLC, DATED: OCTOBER 15, 2021, SCALE: 1"=20'.



#### CERTIFICATIONS

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

DATE: \_\_\_\_\_ LICENSED LAND SURVEYOR

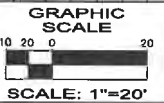
A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF HOPKINTON, NH PLANNING BOARD.

DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE LAND AND EXISTING IMPROVEMENTS SHOWN THEREON AND, TO THE EXTENT FEASIBLE, ALL EASEMENTS APPURTENANT THERETO, THAT ALL UNITS DEPICTED HEREON AS COMPLETE HAVE BEEN SUBSTANTIALLY COMPLETED AND THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20-1 & V.

DATE: \_\_\_\_\_ LICENSED LAND SURVEYOR

REVISIONS	
NO.	DESCRIPTION



**N.H. LAND Consultants**  
SURVEYING-LAND PLANNING-REAL ESTATE  
A Veteran Owned Company

CONDOMINIUM SITE PLAN  
TAX MAP 102 LOT 35-2  
73 CEDAR ST. HOPKINTON, (CONTOOCCOOK) NH

OWNED BY  
**CEDAR STREET TOWNHOMES, LLC**  
44 NORTH SHORE ROAD, DERRY, NH 03038  
BOOK 3774 PAGE 620

MERRIMACK CO.  
JOB NO: 393.00  
DATE: AUGUST 18, 2022

**CSP**  
SHT. 1 of 1





# Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov

Tel: 603-746-3170

Fax: 603-746-3049

## PLANNING BOARD APPLICATION

- ☒ Site Plan Review
 ☒ Architectural Design Review (Commercial/Industrial - ZO Section IV-A)
 ☐ Preliminary Review (SD Section II)
 ☐ Subdivision
 ☐ Lot Line Adjustment/Annexation
 ☐ Conditional Use Permit (ZO Section III)
 ☐ Special Use Permit (ZO Section VIII)

PROJECT LOCATION: 14 PARK AVENUE MAP/LOT: 101 / 071 /        ZONE: VB-1

APPLICANT: CONTOOCOOK HOLDINGS LLC

Address: PO Box 124 City: CONTOOCOOK State: NH Zip: 03229

Phone: 603-491-3420 Email: STEVE@CONTOOCOOKHOLDINGS.COM

OWNER(s)

Name: MMK LLC

Address: PO Box 140 City: CONTOOCOOK State: NH Zip: 03229

Phone: 603-496-8412 Email:       

Name:       

Address:        City:        State:        Zip:       

Phone:        Email:       

PROFESSIONALS (engineer, architect, surveyor, attorney, wetland/soil scientist, etc.):

Name:       

Address:        City:        State:        Zip:       

Phone:        Email:       

Name:       

Address:        City:        State:        Zip:       

Phone:        Email:       

☐ Residential
 ☐ Recreational
 ☐ Agricultural
 ☐ Institutional
 ☒ Commercial/Industrial
 ☐ Accessory

☐ Public Water
 ☐ Public Sewer
 ☐ Well
 ☐ Septic
 +/- 2,034 SF Bldg.

Lots/units proposed: N/A Existing Building Area: +/- 1375F Deck Proposed Building Area: None

% Open Space: N/A existing (Note: Building Area refers to gross area Entrance)

### Application Submission Requirements:

Original and ten (10) copies of the application, along with all supporting document(s), including reductions of the final plan(s) to no more than 11" x 17".

☒ Narrative description of proposal (include existing conditions and all related improvements).

NA ☐ Application checklist.

NA ☐ Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.

☒ Property deed and existing/proposed easements, covenants, and restrictions.

☒ Tax Map of subject parcel and abutting properties.

☒ Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

**RECEIVED**

AUG 19, 2022

HOPKINTON  
PLANNING DEPT

PLANNING BOARD APPLICATION

- NA** ☐ Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and Phasing Plan (when applicable).
- ☒ Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- ☒ Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- Waive** ☐ Four (4) paper prints of the plan(s) at full scale.
- ☒ Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton
- |  |          |  |
|--|----------|--|
| Major Subdivision.....   | \$500.00 | Application Fee, \$100.00 per Lot/Unit             |
| Minor Subdivision.....   | \$250.00 | Application Fee, \$100.00 per Lot/Unit             |
| Lot Line Adjustment/Annexation .....                           | \$100.00 | Application Fee                                    |
| Site Plan Review .....   | \$300.00 | Application Fee, \$100.00 per Unit (Res./Non-Res.) |
| Site Plan Review Change of Use .....                           | \$150.00 | Application Fee                                    |
| Conditional Use Permit .....                                   | \$500.00 | Application Fee (Wireless Telecommunications)      |
| <input checked="" type="checkbox"/> Public Notice Mailing..... | \$ 10.00 | per Address (Owner, Applicant, Agent, Abutter)     |
| Newspaper Notice.....  | \$ 75.00 |  |

- NA** ☐ Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

**Final Submission Requirements (after Planning Board action):**

- ☐ Four (4) paper prints of the final plan set at full scale.
- ☐ Mylar(s) – The Merrimack County Registry of Deeds requires that the UPPER LEFT-HAND CORNER, INSIDE THE BORDER, of the plat to be RESERVED for recording information entered by the Registry - No smaller than 7" long X 1" wide.
- ☐ PDF of the final plan set, including architectural and site photographs - emailed or thumb drive.
- ☐ Recording Fees: (Separate Checks) Made payable to Merrimack County Registry of Deeds
- |                    |          |                      |
|--------------------|----------|----------------------|
| Recording Fee..... | \$ 26.00 | per Page (22" x 34") |
| LCHIP Fee.....     | \$ 25.00 | per Document         |

I represent to the best of my knowledge and belief that this application is being submitted in accordance with applicable regulations and ordinances of the Town of Hopkinton. I also understand that submittal of this application shall be deemed as granting permission for the Planning Board members and their designees to enter onto the property for purposes of inspections and review. Permission to visit the property extends from the date an application is submitted until approved work or construction is complete and any or all of the financial guarantees, if any, have been returned to the applicant, or until the application is formally denied. Furthermore, I agree that the proposed project will be performed in accordance with this application, the attached plans and specifications, and the regulations and ordinances of the Town of Hopkinton.

Applicant's Signature: \_\_\_\_\_ Date: 8/17/2022

Owner's Signature(s): \_\_\_\_\_ Date: 8/19/22

Application Filed: <u>8/19/22</u>	Fees: <u>\$50.</u>	Office Use:	Application #: <u>2022-11</u>
Notice(s) Posted/Mailed: _____	Complete/Consideration: _____		
Meeting(s)/Hearing(s): _____			
Approved/Denied: _____	<input type="checkbox"/> Conditions	MCRD Filing: _____	
MCRD Document #: _____			

Contoocook Holdings LLC  
dba Dimitri's Pizza  
dba Riverside Pizza  
14 Park Avenue  
PO Box 124  
Contoocook, NH 03229

August 17, 2022

RE: Site Plan Review & Architectural Design Review  
Tax Map 101 Lot 71  
Owner of Lot: MMK LLC

Dear Ms. Robertson,

The purpose of this letter is to provide a description of the Site Plan Review and Architectural Design Review request for the above property located in Contoocook Village. The property is the site of the former Dimitri's Pizza Restaurant, recently renamed to Riverside Pizza. The current condition of the lot includes a 2000 square foot restaurant with approved seating for 75 customers, with an attached deck with seating for 16 customers. The site includes a sizeable parking lot with 30 parking spaces, ample views of the Contoocook River, the adjacent historic covered railroad bridge, two parking lot entrances from Park Avenue, large garden beds and existing signage with related structure. The property and building have been well kept and maintained for several decades by the current owners, MMK LLC.

We are proposing to expand the outdoor seating, add occasional live outdoor music, replace the current outdated sign and structure, and as well as add additional signage to the building.

The current deck seating does not meet the needs of today's customer preference. Additional outdoor seating will provide more comfortable space for guests during the late spring, summer, and fall months and allow guests to enjoy the river and surrounding natural landscape of the village. The request is for 34 additional seats bringing the total outdoor seating to 50. The expanded area would have attractive barriers and fencing that may be required by the town and/or fire department.

The ability to host musicians for live entertainment will fit in with the typical atmosphere found throughout the village, such as the town band and summer concert series at the gazebo in Riverway Park. The request is to allow 1-2 musicians to play within the enclosed seating area during the hours of 8am to 9pm. Given the proximity of the outdoor seating area to the adjacent properties, the sound level should be minimal beyond the property lines.

The current sign structure that exists between the two parking lot entrances along Park Avenue is outdated and deteriorating. We propose erecting a new wooden beam structure made from 8-inch square hemlock. The sign which would mount to the structure would be made from a combination of HDU material, acrylic dimensions letters with vinyl applied to add distressed look of the wording. This would be a basic, minimalistic sign that adds rustic character to the surrounding village. The sign would be mounted no taller than 10 feet from ground level, and the condensed size and shape of the sign would provide better visibility for traffic leaving the parking lot or traveling Park Avenue. The sign would have down lighting affixed to both faces of the sign structure and would illuminate downward at the face of the sign. The proposed location of the new structure would be approximately 3 feet North adjacent to the current sign.

The additional wall signage requested to be mounted directly to the face of the building would mimic the same logo, but as a flat vinyl sign. This would add additional aesthetics to the building appearance. The sign would have down lighting affixed to the building and would illuminate downward at the face of the sign.

As part of this process, we are requesting the following waivers:

- All existing or proposed easements. There are none.
- Building setbacks as the building is existing.
- Right-of-way lines of all existing adjoining streets as they are existing.
- Location of water and sewage facilities as there are none.
- 100 flood elevation line as the conditions are existing.
- Landscaping plan as the conditions are existing.

Please find the attached documentation, map, pictures, and signage designs to compliment the request. If you have any questions or concerns, please do not hesitate to contact me. We appreciate your consideration.

Thank you,

Steve Lux Jr  
Dan Lux  
Contoocook Holdings LLC

101/071  
 Ungranted  
 Related  
 Min..

Doc 651684  
 Book 2912  
 Pages 5596 - 5597  
 Filed & Recorded  
 07/28/2006 2:32PM  
 NATHAN L. GARY, CLU, REGISTER

Please return to:

Tirelli Professional Association  
 45 Court Street  
 Concord, NH 03301

MERRIMACK COUNTY REGISTRY OF DEEDS	
RECORDING	\$ 11.00
INDEXING	\$ 2.00
POSTAGE	\$ 4.39

Book 2912 Page 596

**CONFIRMATORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that we, PETER MORIN and MARY MORIN, husband and wife, of 62 Orchard Avenue, City of Manchester, County of Hillsborough and State of New Hampshire 03109, for consideration paid, grant to MMK, L.L.C., a New Hampshire limited liability company, with an address of 14 Park Avenue, Village of Contooscook, Town of Hopkinton, County of Merrimack and State of New Hampshire 03229, with WARRANTY COVENANTS, all its right, title and interest in the following:

A certain triangular tract or parcel of land, together with any buildings and improvements now or hereafter located thereon, situated in the Village of Contooscook, Town of Hopkinton, County of Merrimack and State of New Hampshire, containing 17 square feet, being the tract which has been marked "B" on a plan entitled "Plan of Land belonging to Ross Hilton, Contooscook, N.H.", dated May 16 1962, Bruce C. George, Surveyor, said plan having been recorded in the Merrimack County Registry of Deeds as Plan #1902, being the same premises that were conveyed to the said Ross L. Hilton and Mabel L. Hilton by Robert M. Bean and George W. Bean by deed dated April 16, 1964 and recorded in the Merrimack County Registry of Deeds, Book 938, Page 452.

MEANING and INTENDING to describe and convey a portion of the same premises as conveyed to Peter Morin and Mary Morin by Warranty Deed of Robert B. Arnold and Ruth B. Arnold, dated February 12, 1988 and recorded at the Merrimack County Registry of Deeds, Book 1705, Page 723. The described portion being the inadvertently omitted portion from the deed from the with grantors to Konstantinos D. Dimakis, George Dimakis and Catherine Trihitis

ENTERED  
 AVITAR

8/10/06

ENTERED  
 CLT

8/15/06

1439  
 2-46

dated August 7, 1989 at Book 1804, Page 0261. The same omission was done in deed of Kostasinos D. Dimakis, George Dimakis and Catherine Tsihlis to the within Grantee, see deed dated December 20, 2005 at Book 2855, Page 1064.

The purpose of this Confirmatory Deed is to transfer property that was inadvertently omitted from prior transactions (see above MEANING and INTENDING clause); therefore, no tax stamps are due in accordance with RSA 78-B.

THIS IS NOT HOMESTEAD PREMISES.

Executed this 14 day of July, 2006.

CHRISTINE MORIN  
Witness

Peter Morin  
Peter Morin

CHRISTINE MORIN  
Witness

Mary Morin  
Mary Morin

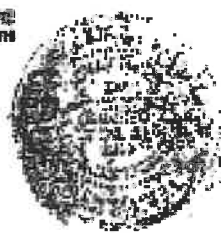
STATE OF NEW HAMPSHIRE  
COUNTY OF Hillsborough, ss.

The foregoing instrument was acknowledged before me this 14th day of July, 2006, by Peter Morin and Mary Morin.

Roseanne Spurr  
Notary Public/Justice of the Peace  
My Commission Expires:

MERRIMACK COUNTY RECORDS  
Kath L. Gray, CPO, Register

ROSEANNE SPURR  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires Sept. 15, 2010





# 100 feet Abutters List Report

Hopkinton, NH  
August 23, 2022

## Subject Property:

Parcel Number: 101-071-000  
CAMA Number: 101-071-000  
Property Address: 14 PARK AVE

Mailing Address: MMK LLC  
PO BOX 140  
CONTOOCOOK, NH 03229

## Abutters:

Parcel Number: 101-020-000  
CAMA Number: 101-020-000  
Property Address: 9 PINE ST

Mailing Address: HOPKINTON TOWN OF (CONTOOCOOK  
FIRE STATION)  
330 MAIN ST  
HOPKINTON, NH 03229

Parcel Number: 101-052-000  
CAMA Number: 101-052-000  
Property Address: PARK & KEARSARGE AVE

Mailing Address: HOPKINTON TOWN OF (CONT. VILLAGE  
TRIANGLE)  
330 MAIN ST  
HOPKINTON, NH 03229

Parcel Number: 101-069-000  
CAMA Number: 101-069-000  
Property Address: PARK AVE

Mailing Address: HOUSTON ROBERT C & EDITH L  
HOUSTON RICHARD C  
PO BOX 282  
CONTOOCOOK, NH 03229

Parcel Number: 101-070-000  
CAMA Number: 101-070-000  
Property Address: 24 PARK AVE(&26)

Mailing Address: PETERS DONALD C  
328 STICKNEY HILL RD  
HOPKINTON, NH 03229

Parcel Number: 101-072-000  
CAMA Number: 101-072-000  
Property Address: 2 PARK AVE

Mailing Address: NEW HAMPSHIRE STATE OF  
(RAILROAD COVERED BRIDGE)

101-085-000  
846 MAIN ST

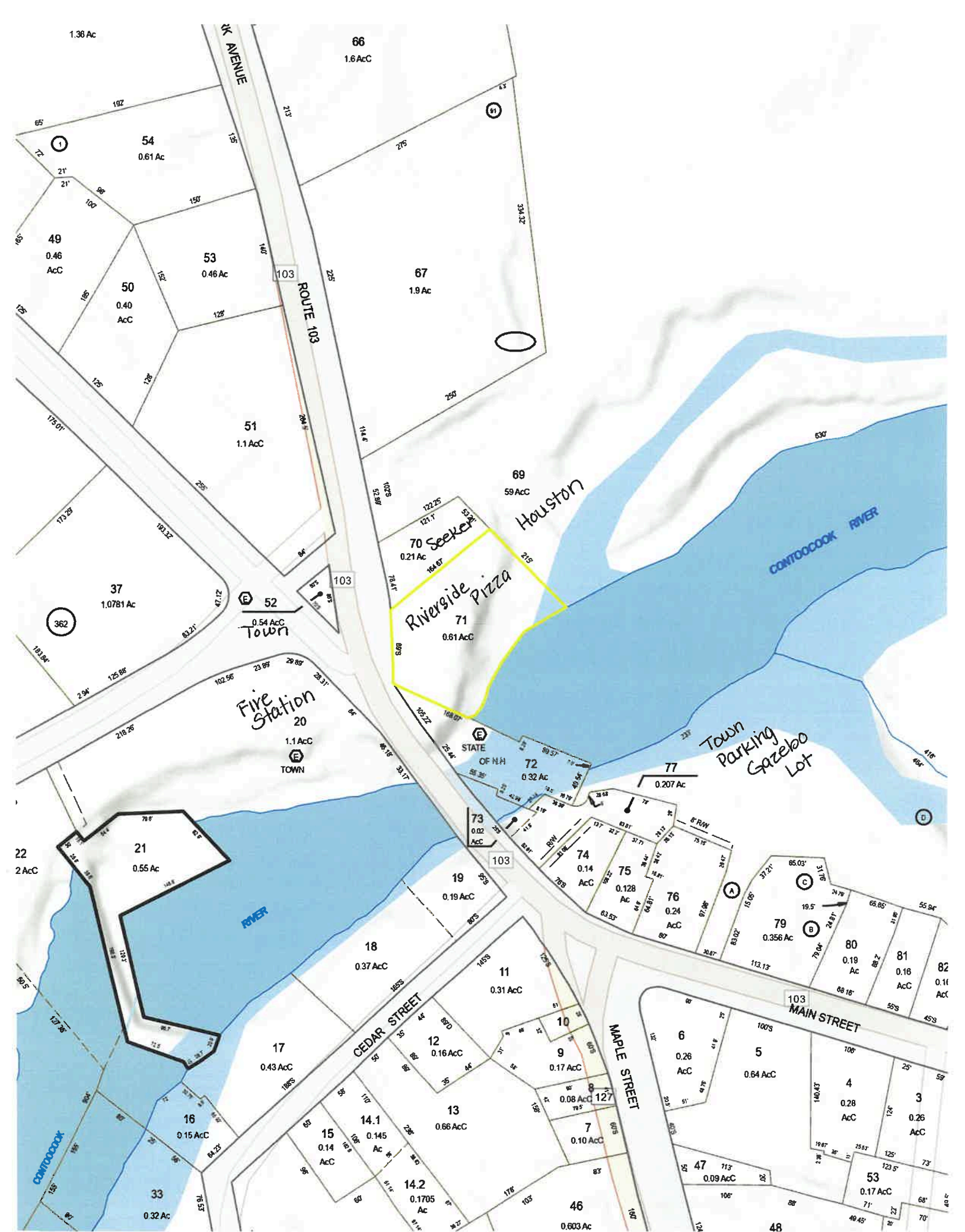
Town of Hopkinton  
Bates, muni-parking  
330 MAIN ST  
Hopkinton NH 03229



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.

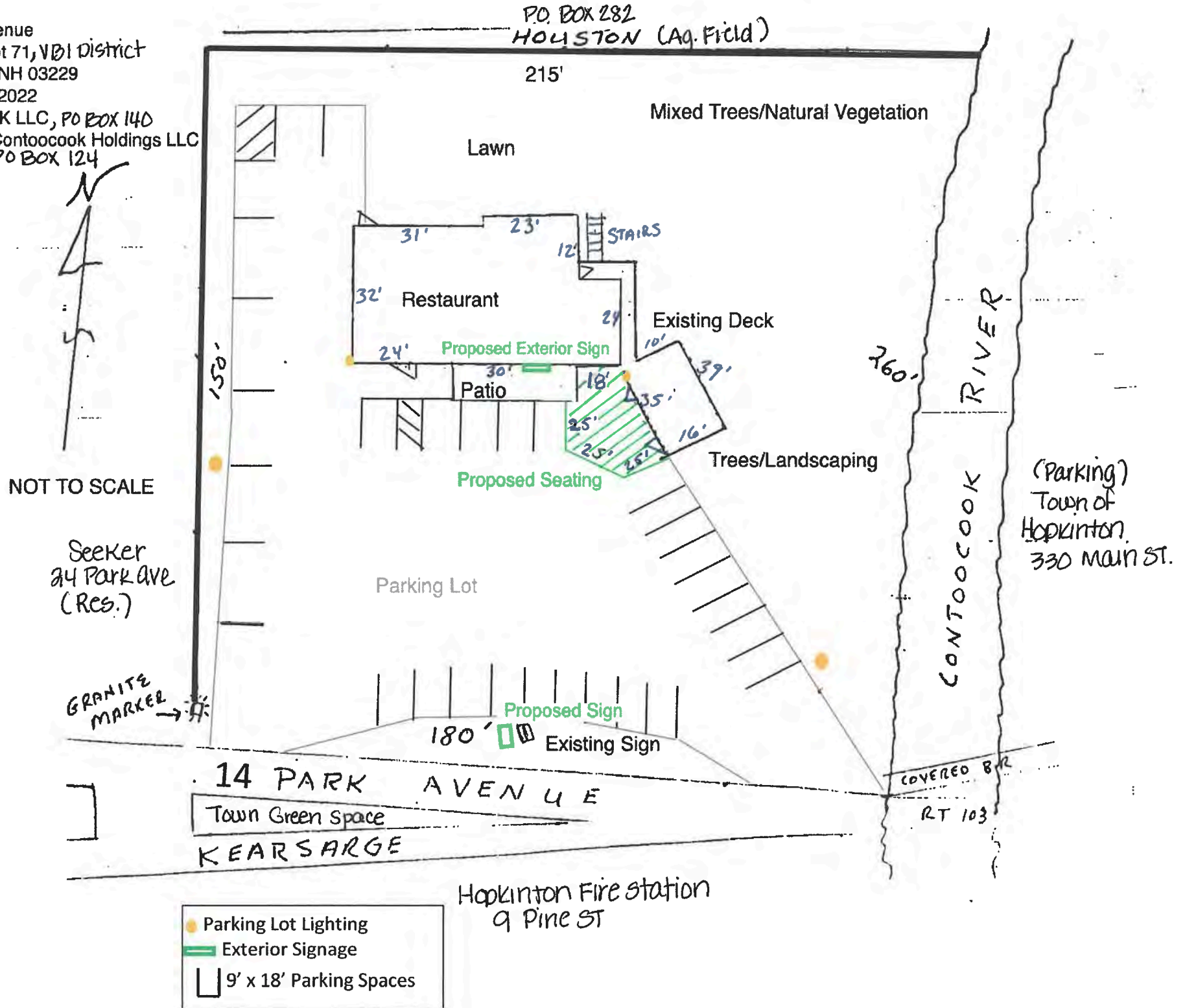






14 Park Avenue  
Map 101 Lot 71, VBI District  
Hopkinton, NH 03229  
August 18, 2022  
Owner: MMK LLC, PO BOX 140  
Applicant: Contoocook Holdings LLC  
PO BOX 124

P.O. BOX 282  
HOUSTON (Aq. Field)















DIMITRI'S  
PIZZA  
RESTAURANT

Ice Cream

601-234-4300

Coca-Cola





Phone: 603.225.4081

Fax: 831.303.3578

blustig@signarama-concord.com

249 Sheep Davis Road  
Concord, NH 03301  
www.signarama.com

## CLIENT

Riverside Pizza

## DATE

6/20/22

## MATERIAL

See Proof

## COLORS

See Proof

## DS/SS

Double Sided

## APPROVAL

## DUE DATE

Type

## DESIGNER

B Lustig

Designer's Note: PDF file for approval. Colors may vary depending on software, drivers and platforms.

Prepared: Authorized pre-release form.

All Rights Reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without prior written permission of SAR of Concord.

This plan is not effective unless signed by a duly authorized agent of SAR Concord.

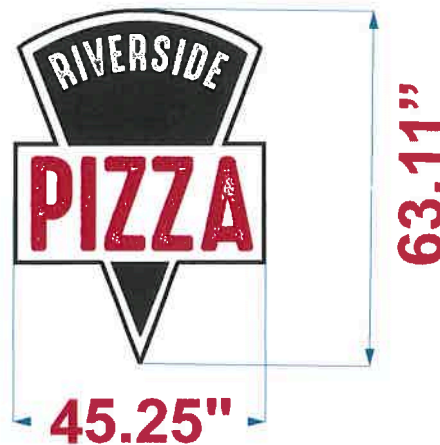


**NOTE:** Please check with your local town/Municipality for permitting requirements. SAR Concord will not be held responsible for fees or fines acquired within this process

**Please Double Check  
Spelling and Punctuation  
and Accuracy.  
We Are Not Responsible  
for Errors Once The Proof  
Has Been Approved**

**Main Sign Material:**

**2" HDU Painted White  
with Black Edges**

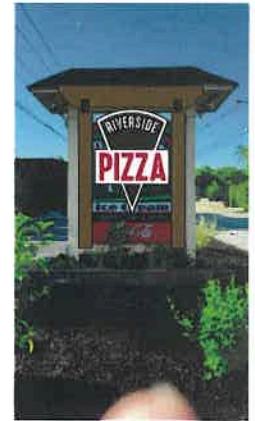


**1/2" Acrylic  
Gloss Black  
Applied to Sign**

**RIVERSIDE  
PIZZA**

**3/8" Acrylic Letters  
Applied to Sign Via  
3/16" Studs and Silicone.  
PMS Color to be Determined  
by Client.  
Vinyl Applied to Letter for Distressed  
Look**

**1/4" Acrylic Letters  
Applied to Sign Via  
3/16" Studs and Silicone.  
Color to be White.  
Vinyl Applied to Letter for Distressed  
Look**



**SIGN•A•RAMA** of Concord



Phone: 603.225.4081

Fax: 831.303.3578

blustig@signarama-concord.com

249 Sheep Davis Road  
Concord, NH 03301  
www.signarama.com

## CLIENT

Riverside Pizza

## DATE

6/20/22

## MATERIAL

See Proof

## COLORS

See Proof

## DS/SS

Double Sided

## APPROVAL

## DUE DATE

Type

## DESIGNER

B Lustig

*Designer's Note: PDF file for approval. Colors may vary depending on software, drivers and platforms.*

*Prepared: Authorized pre-release form.*

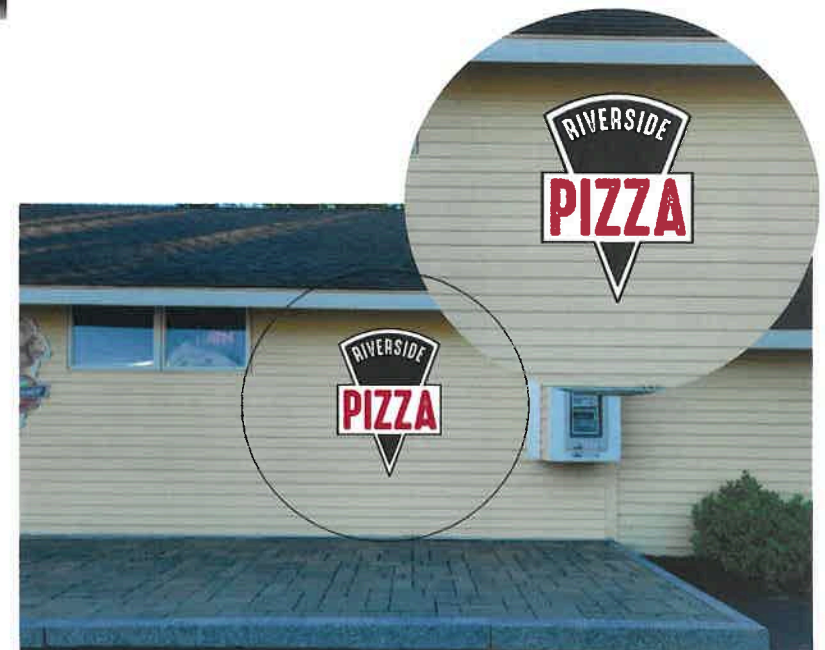
*All Rights Reserved. These plans and materials may not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without prior written permission of SAR of Concord.*

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**NOTE:** Please check with your local town/Municipality for permitting requirements. SAR Concord will not be held responsible for fees or fines acquired within this process.

Please Double Check  
Spelling and Punctuation



**SIGN•A•RAMA** of Concord



# Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • [www.hopkinton-nh.gov](http://www.hopkinton-nh.gov)

Tel: 603-746-3170

Fax: 603-746-3049

## PLANNING BOARD APPLICATION

- ☒ Site Plan Review
 ☒ Architectural Design Review (Commercial/Industrial - ZO Section IV-A)
 ☐ Preliminary Review (SD Section II)
 ☐ Subdivision
 ☐ Lot Line Adjustment/Annexation
 ☐ Conditional Use Permit (ZO Section III)
 ☐ Special Use Permit (ZO Section VIII)

PROJECT LOCATION: 16 Cedar Street MAP/LOT: 101 / 18 /        ZONE: VB-1

APPLICANT: Cedar Street Holdings LLC

Address: 2 Maple Street City: Hopkinton State: NH Zip: 03229

Phone: 746-3140 348-7093 Email:       

OWNER(s)

Name: 16 Cedar Street Holdings LLC

Address: 2 Maple Street City: Hopkinton State: NH Zip: 03229

Phone:        Email:       

Name:       

Address:        City:        State:        Zip:       

Phone:        Email:       

PROFESSIONALS (engineer, architect, surveyor, attorney, wetland/soil scientist, etc.):

Name: Higginson Land Services

Address: 76 Patterson Hill RD City: Hammer State: NH Zip: 03242

Phone: 603-660-6412 Email: dhigginson@yahoo.com

Name:       

Address:        City:        State:        Zip:       

Phone:        Email:       

☐ Residential
 ☐ Recreational
 ☐ Agricultural
 ☐ Institutional
 ☒ Commercial/Industrial
 ☐ Accessory

☐ Public Water
 ☐ Public Sewer
 ☐ Well
 ☐ Septic

Lots/units proposed: 1 Existing Building Area: 4889 sf Proposed Building Area: 6570 sf

% Open Space: 68 (Note: Building Area refers to gross area)

### Application Submission Requirements:

Original and ten (10) copies of the application, along with all supporting document(s), including reductions of the final plan(s) to no more than 11" x 17".

☒ Narrative description of proposal (include existing conditions and all related improvements).

☒ Application checklist.

☐ Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.

☒ Property deed and existing/proposed easements, covenants, and restrictions.

☒ Tax Map of subject parcel and abutting properties.

☒ Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

# PLANNING BOARD APPLICATION

- ☐ Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and Phasing Plan (when applicable).
- ☒ Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- ☒ Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- ☐ Four (4) paper prints of the plan(s) at full scale.
- ☒ Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton
- |                                      |  |
|--------------------------------------|--|
| Major Subdivision.....               | \$500.00 Application Fee, \$100.00 per Lot/Unit              |
| Minor Subdivision.....               | \$250.00 Application Fee, \$100.00 per Lot/Unit              |
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| Conditional Use Permit .....         | \$500.00 Application Fee (Wireless Telecommunications)       |
| Public Notice Mailing.....           | *\$ 10.00 per Address (Owner, Applicant, Agent, Abutter)     |
| Newspaper Notice.....                | *\$ 75.00  |
- ☐ Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

## Final Submission Requirements (after Planning Board action):

- ☐ Four (4) paper prints of the final plan set at full scale.
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Applicant's Signature: [Signature] Date: 4/18/22

Owner's Signature(s): [Signature] Date: 4/18/22

Application Filed: <u>4/15/22</u>		Fees: _____		Office Use:		Application #: <u>2022 04</u>	
Notice(s) Posted/Mailed: <u>4/29/22</u>		Complete/Consideration: _____					
Meeting(s)/Hearing(s): _____							
Approved/Denied: _____				<input type="checkbox"/> Conditions MCRD Filing: _____			
MCRD Document #: _____							

5/10/22 ZBA approval need no action - Applicant to resubmit  
 7/12/22 ZBA approval need - "  
 8/9/22 Applicant withdrew - will resubmit. (KR)



**Town of Hopkinton, NH**  
**Site Plan Review Checklist**

In cases where not all items are applicable, draw a line through the items that are not applicable. **All requests for waivers must be in writing with the application.**

ALL APPLICATIONS

- ☒ 1. Ten (10) copies of completed application, all associated documentation and checklist;
- ☒ 2. List of names and addresses of abutters and use of abutting properties, identified with location of the structures and access roads;
- ☒ 3. One (1) set of address mailing labels of abutters, applicant, engineer, architect, soil scientist, wetland scientist, land surveyor, and any holders of conservation preservation, or agricultural preservation restrictions or easements;
- ☒ 4. The appropriate fee;
- ☒ 5. Site plan: 24" by 36" sheet size maximum, scale not less than 1" = 100', match lines where needed, date, title, graphic scale, north arrow, location map, legend, name & address of developer/applicant, designer/engineer, and owner of record;
- ☒ 6. Four (4) prints of each plan sheet at full scale and one (1) reduction of each plan reduced to no more than 11" x 17";
- ☐ 7. All existing and proposed easements;
- ☒ 8. Site plan showing boundaries, existing natural features including watercourses & water bodies, trees & other vegetation, topographical features, and other pertinent features that should be considered in the site design process;
- ☒ 9. Plan of all buildings depicting their type, size, and location (setbacks);
- ☒ 10. Location of off-street parking and loading spaces with a layout or the parking indicated;
- ☒ 11. The location, width, curbing and type of access ways and egress ways (driveways), plus streets and sidewalks within and around site;
- ☒ 12. Location, size, and design of proposed signs and advertising or instructional devices;
- ☒ 13. Location and type of lighting for all outdoor facilities, including direction and area of illumination;
- ☒ 14. Right-of-way lines of all existing adjoining streets;
- ☒ 15. Location and type of Water supply & sewage disposal facilities;
- ☒ 16. Zoning districts and boundaries for site and within 1000 feet of site;
- ☒ 17. 100 year flood elevation line, where applicable;
- ☒ 18. An elevation view or photograph of all buildings indicating their height, width and surface treatment;
- ☒ 19. Landscaping plan showing required details described within the Site Plan Review Regulations, and
- ☐ 20. Other required exhibits or data in order to adequately evaluate the proposal.

**TOWN OF HOPKINTON, NH**  
**ARCHITECTURAL DESIGN REVIEW CHECKLIST**

Planning Board approval of an Application for Architectural Design Review shall be required prior to the issuance of a building permit for the following activities (check as applicable):

- ☐ New building construction to be used for non-residential or multi-family purposes; or
- ☒ Additions or alterations to buildings used for non-residential or multi-family purposes which increase or decrease the square footage of the building; or
- ☐ Renovation, rehabilitation or reconfiguration of building exteriors where such buildings are used for non-residential or multi-family purposes.

The **Performance Criteria** is intended to encourage building architecture that is complementary to the community. It is intended that the criteria be administered with flexibility and consistency in order to allow for responsive, creative and innovative architectural designs. The criteria is not intended to dictate specific building styles, or to mandate historical preservation, restoration or replication.

In order to approve an Application for Architectural Design Review, the Planning Board shall find that the application demonstrates substantial conformity with the following Performance Criteria:

- (a) The proposed building design is consistent with the purposes of the Architectural Design Review Ordinance.
- (b) The proposed building design demonstrates sensitivity towards and is complementary to, the architectural heritage of Hopkinton.

☒ **Building Orientation:** How a building is positioned or located on a site can complement or detract from the site and/or the architectural character of the surrounding area. The orientation of proposed buildings should take into consideration building setbacks, spacing between buildings, alignment of building(s), open spaces, access and circulation areas, as may be evidenced in the development pattern of the surrounding area or as determined to be appropriate by the Planning Board; and

☒ **Building Scale and Proportion:** Building elevations, scale, massing and the proportional relationship between structures can complement or detract from the architectural character of the surrounding area. Building designs should be compatible with or provide a harmonious transition from adjacent sites. The scale and proportion of proposed buildings should take into consideration the scale and proportion of surrounding buildings, as evidenced in the development pattern of the surrounding area, and should also take into consideration natural features, historically significant buildings or features and surrounding land uses. Visual conflicts between properties should be minimized; and

☒ **Roofline:** Rooflines can provide visual interest and help to reduce the mass of a building. Traditional roofline types such as gabled, hipped, and gambrel that are evidenced in Hopkinton's architectural heritage are strongly encouraged. Type, shape, pitch and direction of roofs should be considered in the design. Flat roofs are strongly discouraged; and

☐ **Massing:** The physical bulk or mass of buildings, particularly larger or elongated ones, can either enhance or detract from the architectural character of the community. Structures should be carefully designed to break up their mass into smaller visual components providing human scale, variation and depth; and

☒ **Architectural Features and Details:** Architectural features and details such as cornices, columns, corner trim, doorways, entrances, windows/trim, awnings, dormers, porches, etc., can provide or enhance visual interest, provide a pedestrian scale and help mitigate negative effects of building mass. Architectural features and details should be considered in every building design. Traditional features should be considered in every building design. Traditional features and details associated with Hopkinton's architectural heritage are strongly encouraged; and

☒ **Materials, Texture and Color:** Exterior building materials, texture and colors should be treated as significant design elements that help define the appearance of a structure and create visual interest. The use of

**TOWN OF HOPKINTON, NH**  
**ARCHITECTURAL DESIGN REVIEW CHECKLIST**

traditional materials that are consistent with Hopkinton's vernacular or indigenous architecture, or materials having the same visual effect, are strongly encouraged. Consideration should be given to the materials, textures and colors used in the neighborhood; and

☒ **Building Facade:** Facades for new or renovated structures should provide visual interest from all visually accessible sides. Windows, doorways and architectural detailing and patterns should complement the building form and historical context. Facades should be designed to establish a complementary relationship with other site considerations such as pedestrian scale and orientation, signage, landscaping and lighting; and

☒ **Building Renovation or Addition:** Where an existing building has features that are consistent with the Performance Criteria, proposed renovations or additions should be designed to respect the proportions, patterns, detailing, materials, etc., of the original building. Where the existing building does not have features that are consistent with the Performance Criteria, the owner/applicant is encouraged to upgrade the structure to meet the Performance Criteria; and

☒ **Signs:** Signs should be designed to meet the needs of individual uses while complementing the building, the site and its surroundings. The design of building-mounted signs should complement, not detract from the architectural features of the building. Signs should be scaled to the architectural elements that surround it. Consideration should be given to sign form, color, lighting and materials that are compatible with the building and its surroundings; and

☐ **Gateways and Scenic Resources:** Some places in Hopkinton contribute to the landscape character of the community because of their location and scenic qualities. Many such properties and approaches acts as gateways, providing first impressions and reinforcing Hopkinton's sense of place. Consideration should be given towards complementing these resources through the careful citing of new buildings, and the application of the Performance Criteria; and

☐ **Design Continuity:** Each building design, from the simple to the complex, requires the coordination of multiple design elements such as architectural style, form, massing, materials, detailing, etc. The proposed building design shall demonstrate coordination of design elements and an overall design continuity.

**WAIVER PROVISION**

The Planning Board may grant waivers to the requirements of this Architectural Design Review Ordinance provided that a majority of the Planning Board finds that the criteria set forth in Section 15.8.3 of the Hopkinton Zoning Ordinance regarding "variances" have been satisfied.

In approving waivers, the Planning Board may impose such conditions, as it deems appropriate to substantially secure the objectives of the standards or requirements of the Architectural Design Review Ordinance.

*A letter for any such waiver shall be submitted in writing by the applicant for Planning Board review. The letter shall state fully the grounds for the waiver and all of the facts relied upon by the applicant in support thereof.*



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LAND SURVEYING ▲ PERMITTING ▲ SEPTIC DESIGNS

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March 30, 2022

Re: **Cedar Street Holdings LLC**  
**16 Cedar Street**  
**Hopkinton, NH**  
**Map 101 Lot 18**

Cedar Street Holdings LLC is proposing add a deck to the existing building, add a patio and re pave a portion of the existing parking lot on the above referenced lot. I look forward to further discussing this project at the up coming planning board meeting.



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**LAND SURVEYING ▲ PERMITTING ▲ SEPTIC DESIGNS**

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August 11, 2022

**Re: Cedar Street Holdings LLC**  
**16 Cedar Street**  
**Hopkinton, NH**  
**Map 101 Lot 18**

Waiver Request:

Town of Hopkinton Zoning Ordinance

**Section VI 6.3.**

The requirement is for 1 parking space for every 5 seats in the proposed restaurant.  
193 total indoor and outdoor seats requires 39 parking places.

11 parking places are provided on site, there are 3 parking places in front of the building and there is a municipal parking lot adjacent to the on site parking lot. Based on the availability of parking in the immediate area of the proposed restaurant relief from section 6.3 is being sought.

**Section VII 7.6.**

Requiring a 10' wide buffer along the side of the building.

Currently there is no landscaped buffer in this area adjacent to the existing building. There are egress and entry points to / from the building in this area. Given the existing conditions of the site relief from section 7.6 is being sought.

**Section VII 7.6.**

Requiring screening of parking areas.

The area to the west adjacent to the existing parking lot is owned by the town. This area is grassed and landscaped and has an existing path from the municipal parking lot to the on site parking lot.

Given these existing conditions relief from section 7.7.3 is being sought.

**Section VII 7.11.**

**Requiring screening of unsightly structures**

The trash storage area is proposed to be screened with fencing, the dumpster will not be visible. In an effort to maximize parking there is not adequate space to provide landscaping adjacent to the fence.

The fence will provide screening from the dumpster, for this reason relief from section 7.11 is being sought.

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

Return to:  
Cedar Street Holdings LLC  
16 Cedar Street  
Hopkinton, NH 03229

\$4875.00

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, Mythos Properties, LLC, a New Hampshire Limited Liability Company, of 11 Autumn Run, Hooksett, NH 03106, for consideration paid grant(s) to Cedar Street Holdings LLC, a New Hampshire Limited Liability Company, of 2 Maple Street, Contoocook, NH 03229, with WARRANTY COVENANTS:

Four certain tracts of land with buildings and other improvements thereon, situated in the Village of Contoocook, Town of Hopkinton, County of Merrimack, and State of New Hampshire, more particularly bounded and described as follows:

#### TRACT I:

A certain tract of land with frame building thereon, beginning at the southwesterly corner of land deeded by Harry F. Clifford to Contoocook Fire Precinct on October 6, 1900 (recorded Merrimack County Records, Volume 339, Page 177), on the northerly side of the highway known as River Street in the Village of Contoocook; thence westerly on said road street about 4  $\hat{A}$ <sup>3</sup>/<sub>4</sub> rods to land formerly of Scott Montgomery, now or formerly of Luther Bartlett; thence northerly by land formerly of Scott Montgomery, now or formerly of Bartlett, to the Contoocook River; then down said River about 4  $\hat{A}$ <sup>3</sup>/<sub>4</sub> rods to said Precinct's land, now or formerly; then southerly by said Precinct's land, now or formerly, to the point of beginning.

#### TRACT II:

A certain tract of land on the northerly side of the highway leading from the bridge to the Silk Mill, so-called, beginning on the highway aforesaid by land now or formerly of the Contoocook Precinct; thence northerly by said Precinct land to the Contoocook River; thence easterly down said River to the highway leading to Warner; thence southerly by said highway to the corner and first-mentioned highway; thence westerly by the first highway to the place of beginning.

TRACT III:

A certain tract of land with the buildings or improvements thereon, beginning at a point on River Street 12 feet more or less from the southwesterly corner of the foundation of a building known as the Davis Block located on Tract I hereinbefore conveyed; thence westerly by the street known as River Street 100 feet more or less; thence northerly by land formerly of Grace J. Davis, now or formerly of the Town of Hopkinton, to the Contoocook River; thence easterly by said Contoocook River; thence southerly by land formerly of George and Robert Bean (Tract I hereinabove described) to the point of beginning; and containing one-fifth of an acre, more or less.

TRACT IV:

A strip of land nine feet in width runs from the street line at Fountain Square northerly to the Contoocook River and lies between Tracts I and II hereinabove conveyed.

The above premises are subject to an easement granted by Carlton E. Farley and Valkyrie R. Farley to the Contoocook Village Fire Precinct by deed dated November 15, 1983, and recorded at Merrimack County Registry of Deeds, Volume 1460, Page 188.

Meaning and intending to describe and convey the same premises conveyed to the Grantor by deed of Kostas Natsis dated March 24, 2003 and recorded at Book 2481, Page 1042.

The property is not the residence of the grantor or the grantor's spouse and is not subject to homestead rights.

Executed this 4th day of February, 2016.

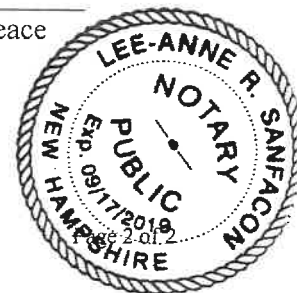
Mythos Properties, LLC,

By: Ilias Natsis, Member

State of New Hampshire  
County of Rockingham

Then personally appeared before me on this 4th day of February, 2016, Ilias Natsis, duly authorized Member of Mythos Properties, LLC, and acknowledged that he executed the same for the purposes contained therein.

Notary Public/Justice of the Peace  
Commission expiration:







# 51 foot Abutters List Report

Hopkinton, NH

April 12, 2022

## Subject Property:

Parcel Number: 101-018-000  
CAMA Number: 101-018-000  
Property Address: 16 CEDAR ST

Mailing Address: CEDAR STREET HOLDINGS, LLC  
PO BOX 637  
CONTOOCOOK, NH 03229

---

## Abutters:

Parcel Number: 101-011-000  
CAMA Number: 101-011-000  
Property Address: 905 MAIN ST

Mailing Address: FREEDOM PROPERTIES, LLC  
PO BOX 22  
CONTOOCOOK, NH 03229

Parcel Number: 101-012-000  
CAMA Number: 101-012-000  
Property Address: 17 CEDAR ST

Mailing Address: BLADEZEAL PROPERTIES LLC  
PO BOX 691  
CONTOOCOOK, NH 03229

Parcel Number: 101-013-000  
CAMA Number: 101-013-000  
Property Address: 25 CEDAR ST

Mailing Address: CRATHERN SCOTT M CRATHERN  
BRETT A  
163 GOULD HILL RD  
CONTOOCOOK, NH 03229

Parcel Number: 101-017-000  
CAMA Number: 101-017-000  
Property Address: CEDAR ST

Mailing Address: HOPKINTON TOWN OF (PUBLIC PRKG  
LOT NEAR GRANGE)  
330 MAIN ST  
HOPKINTON, NH 03229

Parcel Number: 101-020-000  
CAMA Number: 101-020-000  
Property Address: 9 PINE ST

Mailing Address: HOPKINTON TOWN OF (CONTOOCOOK  
FIRE STATION)  
330 MAIN ST  
HOPKINTON, NH 03229

Parcel Number: 101-021-000  
CAMA Number: 101-021-000  
Property Address: 33 PINE ST

Mailing Address: HOPKINTON TOWN OF (LEASED TO:  
CONTOOCOOK HYDRO)  
113 BARTLETT RD  
PLAINFIELD, VT 05667

Parcel Number: 101-073-000  
CAMA Number: 101-073-000  
Property Address: MAIN ST

Mailing Address: COVERED BRIDGE APARTMENTS LLC  
PO BOX 691  
CONTOOCOOK, NH 03229

Parcel Number: 101-074-000  
CAMA Number: 101-074-000  
Property Address: 910 MAIN ST

Mailing Address: 910 MAIN ST LLC  
PO BOX 637  
CONTOOCOOK, NH 03229

Parcel Number: 101-077-000  
CAMA Number: 101-077-000  
Property Address: 916 MAIN ST

Mailing Address: COVERED BRIDGE APARTMENTS LLC  
PO BOX 691  
CONTOOCOOK, NH 03229

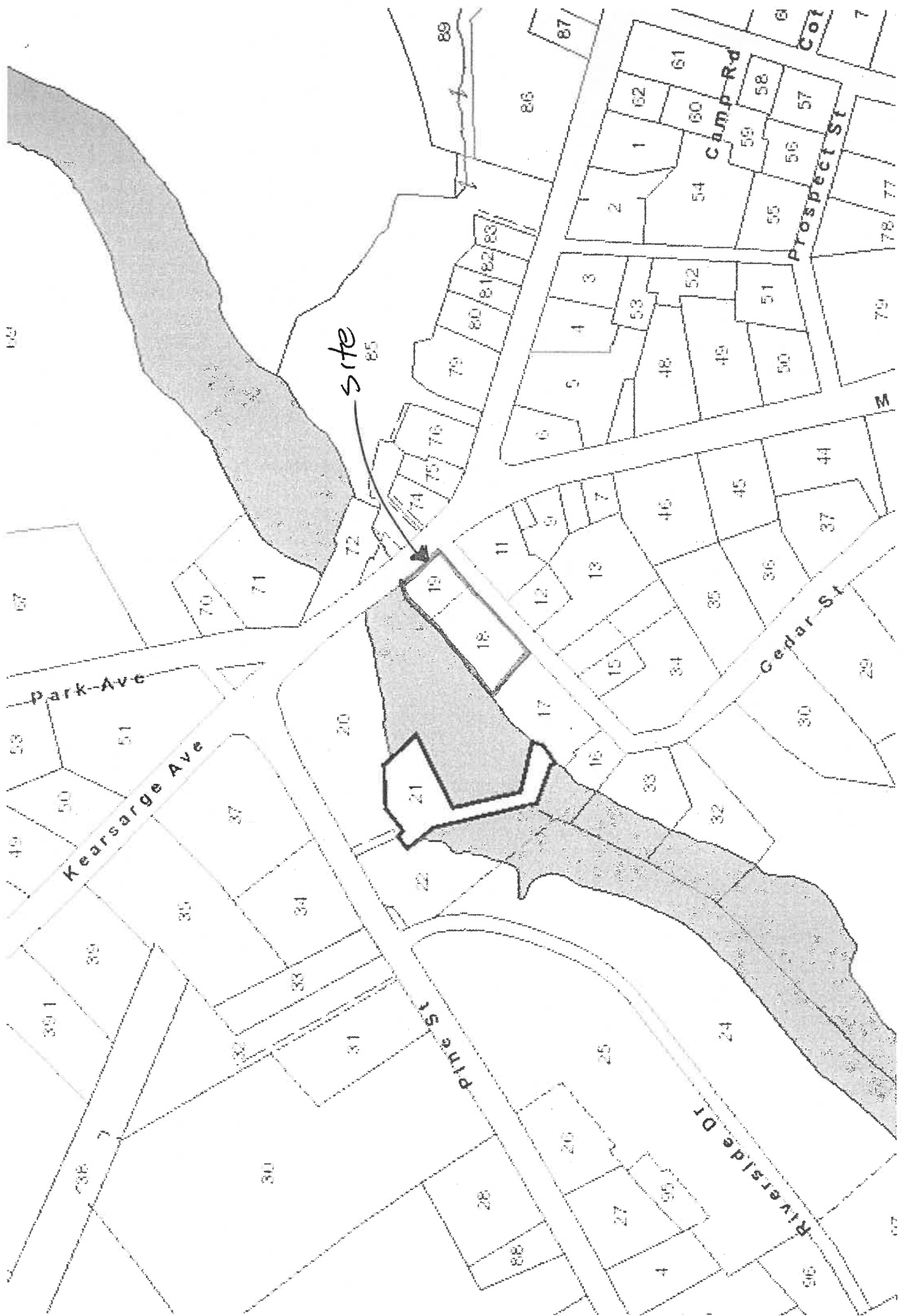


www.cai-tech.com

4/12/2022

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Page 1 of 1





# Radean Post Top LED Area Luminaire



Buy American

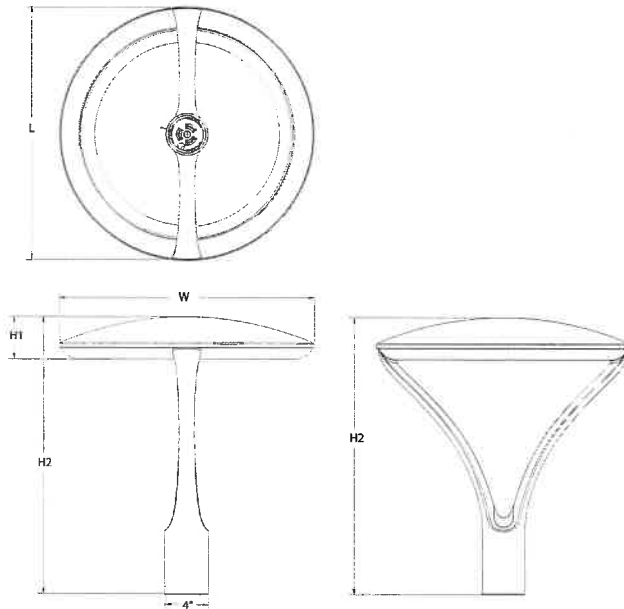
Catalog  
Number

Notes

Type

## Specifications

<b>EPA:</b>	1.02 ft <sup>2</sup> (0.105 m <sup>2</sup> )
<b>Length:</b>	24" (61cm)
<b>Width:</b>	24" (61cm)
<b>H1 Luminaire Height:</b>	4" (10.16cm)
<b>H2 Luminaire Height:</b>	26" (66.04cm)
<b>Weight:</b>	38lbs (17.24Kg)



## Introduction

The architecturally-inspired shape of the RADEAN™ post top area luminaire embodies the grace and strength of the RADEAN family. The twin copper-core cast aluminum arms support the slender superstructure, creating a beautiful sculpture by day transforming into a beacon of comfort by night. Triangular arms redirect reflection maintaining its visually quiet appearance. With sleek lines and simple silhouettes, these LED luminaires use specialized lighting and visual comfort to transform common areas like courtyards, outdoor retail locations, universities and corporate campuses into pedestrian-friendly nighttime environments.

## Ordering Information

**EXAMPLE:** RADPT LED P3 30K SYM MVOLT PT4 PIR DNAXD

RADPT LED					
Series	Performance package	Color temperature	Distribution	Voltage	Mounting (required)
RADPT LED	P1 3,000 Lumens	27K 2700K	SYM Symmetric type V	MVOLT <sup>2</sup> 277 <sup>2</sup>	PT4 <sup>3</sup> Slips inside a 4" OD round metal pole
	P2 5,000 Lumens	30K 3000K	ASY Asymmetric type IV	120 <sup>2</sup> 347	RADPT20 Slips over a 2 3/8" diameter tenon
	P3 7,000 Lumens	35K 3500K	PATH Pathway Type III	208 <sup>2</sup> 480	RADPT25 Slips over a 2 7/8" diameter tenon
	P4 10,000 Lumens	40K 4000K		240 <sup>2</sup>	
	P5 15,000 Lumens	50K 5000K			

Control options	Other options		Finish (required)	
<b>Shipped installed</b>	SF Single Fuse <sup>2</sup>	<b>Shipped installed</b>	DDBXD Dark bronze	DDBTXD Textured dark bronze
NLTAIR2 nLight AIR 2.0 enabled <sup>4</sup>	DF Double Fuse <sup>2</sup>	HS Houseside shield <sup>11</sup>	DBLXD Black	DBLBXD Textured black
PIR Bi-level motion/sensor (100% to 30%) <sup>5,6,7,8</sup>	R90 Rotated optics <sup>10</sup>		DNAXD Natural aluminum	DNATXD Textured natural aluminum
PE Button photocell <sup>7</sup>			DWHXD White	DWHGXD Textured white
FAO Field adjustable output <sup>5,9</sup>				



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RADPT LED  
Rev. 04/19/22

## Ordering Information

### Accessories

Ordered and shipped separately.

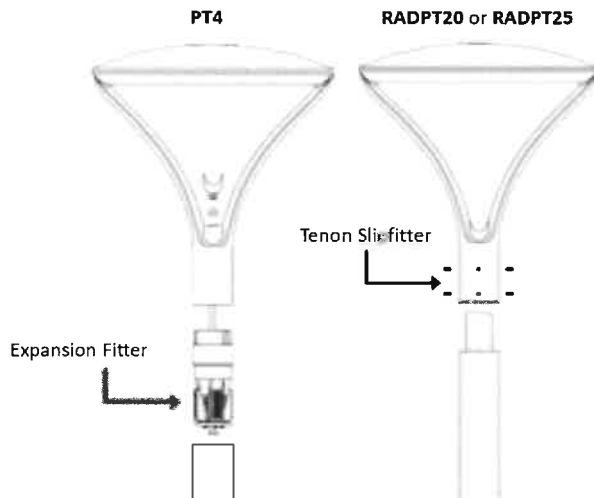
RADHS	Houseside shield (shield is white)
RADCS DDBXD U	Decorative clamshell base for 4" RSS pole (specify finish)
RADFBC DDBXD U	Full base cover for 4" RSS pole (specify finish)

For more control options, visit [www.lithonia.com](#) and [www.lithonia.com](#) online.

### NOTES

- 2700K and 3500K may require extended lead-times.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Required nominal 4" round straight metal pole.
- NLTAR2 not available with PIR, PE or FAO. Must link to external nLight Air network.
- PIR will work with FAO, if adjustable low-end trim is required.
- PIR must specify 120V, 277V, 347V or 480V. Not available in MVOLT, 208V or 240V.
- PE and PIR are available together.
- PIR for use only on luminaires mounted under 15'.
- Field adjustable high-end trim.
- For left rotation, select R90 and rotate luminaire 180° on pole.
- Also available as a separate accessory; see Accessories information at left. HS not available with R90. Shield is field rotatable shield in 180° increments.

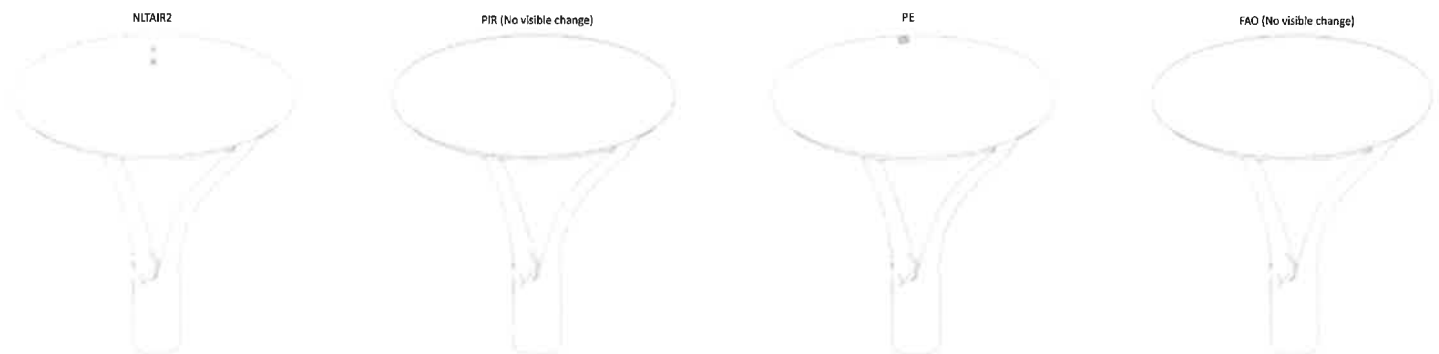
## Mounting



Recommended Poles for use with RADEAN RADPT LED Luminaires.			
Acuity Part Number	Description	For luminaires	Used with Mounting
RSS 10 4B PT DDBXD	10' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 12 4B PT DDBXD	12' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 14 4B PT DDBXD	14' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 16 4B PT DDBXD	16' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 18 4B PT DDBXD	18' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 20 4B PT DDBXD	20' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 25 4B PT DDBXD	25' Round Straight Steel - 4" O.D. - Open Top	RADPT LED	PT4
RSS 10 4B T20 DDBXD	10' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 12 4B T20 DDBXD	12' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 14 4B T20 DDBXD	14' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 16 4B T20 DDBXD	16' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 18 4B T20 DDBXD	18' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 20 4B T20 DDBXD	20' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20
RSS 25 4B T20 DDBXD	25' Round Straight Steel - 4" O.D. - Tenon Top	RADPT LED	RADPT20

\* Customer must verify pole loading per required design criteria and specified wind speed. Consult pole specification sheet for additional details.

## Control Options



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## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Contact factory for performance data on any configurations not shown here.

Performance Package	Input Wattage	Distribution	2700K					3000K					3500K					4000K					5000K				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	25	ASY	2,924	2	1	2	115	3,022	2	2	2	119	3,095	2	2	2	122	3,168	2	2	2	125	3,168	2	2	2	125
		PATH	2,529	2	1	2	100	2,613	2	2	2	103	2,676	2	2	2	105	2,739	2	2	2	108	2,739	2	2	2	108
		SYM	3,086	2	1	1	121	3,189	2	1	1	126	3,266	2	1	1	129	3,344	2	1	1	132	3,344	2	1	1	132
P2	38	ASY	4,521	3	2	3	119	4,672	3	2	3	123	4,785	3	2	3	126	4,898	3	2	3	129	4,898	3	2	3	129
		PATH	3,909	2	2	2	103	4,040	2	2	2	106	4,137	2	2	2	109	4,235	3	2	3	111	4,235	3	2	3	111
		SYM	4,772	2	2	1	126	4,931	3	2	1	130	5,050	3	2	1	133	5,169	3	2	1	136	5,169	3	2	1	136
P3	54	ASY	6,387	3	2	3	119	6,600	3	2	3	123	6,760	3	2	3	126	6,919	3	2	3	129	6,919	3	2	3	129
		PATH	5,523	3	2	3	103	5,707	3	2	3	106	5,845	3	2	3	109	5,983	3	2	3	112	5,983	3	2	3	112
		SYM	6,741	3	2	2	126	6,966	3	2	2	130	7,135	3	2	2	133	7,303	3	2	2	136	7,303	3	2	2	136
P4	86	ASY	10,150	4	2	4	118	10,489	4	2	4	122	10,742	4	2	4	125	10,996	4	2	4	128	10,996	4	2	4	128
		PATH	8,777	3	2	3	102	9,070	3	2	3	106	9,289	3	2	3	108	9,509	3	2	3	111	9,509	3	2	3	111
		SYM	10,713	3	2	2	125	11,071	3	2	2	129	11,338	3	2	2	132	11,606	3	2	2	135	11,606	3	2	2	135
P5	123	ASY	14,250	4	2	4	116	14,724	4	2	4	120	15,081	4	3	4	123	15,437	4	3	4	126	15,437	4	3	4	126
		PATH	12,322	4	2	4	101	12,733	4	3	4	104	13,041	4	3	4	106	13,349	4	3	4	109	13,349	4	3	4	109
		SYM	15,040	4	2	3	123	15,541	4	2	3	127	15,917	4	2	3	130	16,293	4	2	3	133	16,293	4	2	3	133

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		LAT Factor
0°C	32°F	1.06
5°C	41°F	1.05
10°C	50°F	1.04
15°C	59°F	1.02
20°C	68°F	1.01
<b>25°C</b>	<b>77°F</b>	<b>1.00</b>
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.96

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **RADPT LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Projected LED Lumen Maintenance				
	0	25,000	50,000	100,000
P1	1.00	0.96	0.91	0.82
P2	1.00	0.96	0.91	0.82
P3	1.00	0.96	0.91	0.82
P4	1.00	0.96	0.91	0.82
P5	1.00	0.95	0.89	0.78

### Electrical Load

Lumen Package	LED Drive Current	Voltage	Wattage		Current (A)					
					120	208	240	277	347	480
P1	500	42.8	21.4	Input Current	0.22	0.13	0.11	0.1	0.08	0.06
				System Watts	26	26	26	27	25	26
P2	770	43	33.1	Input Current	0.33	0.19	0.16	0.14	0.11	0.08
				System Watts	39	39	39	39	38	38
P3	1100	43.2	47.5	Input Current	0.46	0.26	0.23	0.2	0.16	0.12
				System Watts	55	54	54	54	54	54
P4	900	87.3	78.6	Input Current	0.73	0.42	0.36	0.32	0.25	0.18
				System Watts	87	86	86	86	86	86
P5	1250	88.2	110.2	Input Current	1	0.58	0.5	0.44	0.35	0.25
				System Watts	120	119	119	119	120	120

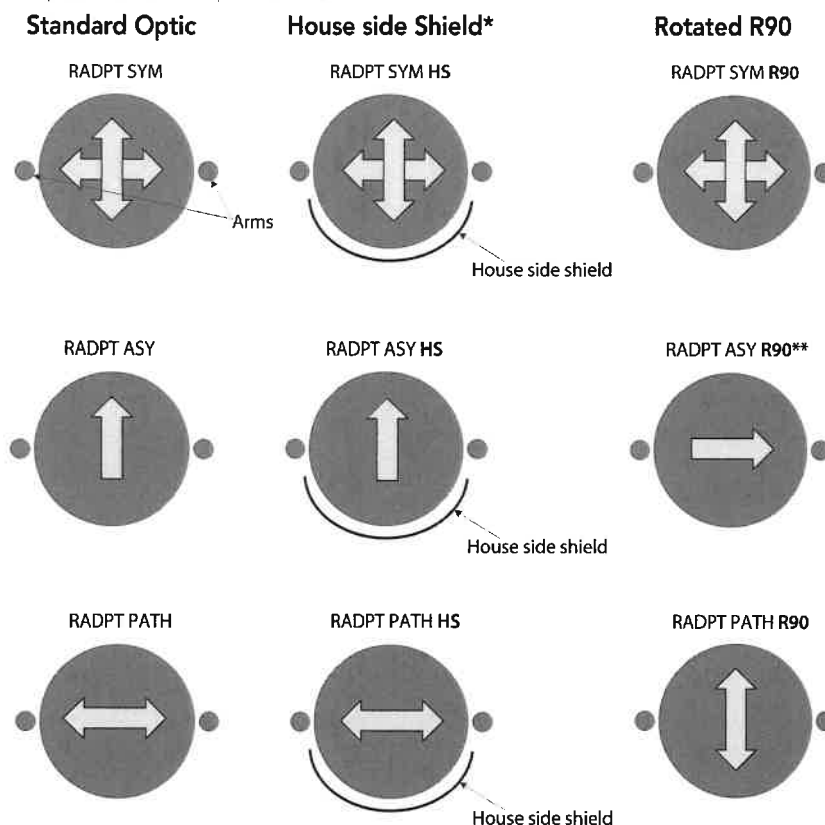


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Isofootcandle plots are considered to be representative of available optical distributions.



\*HS not available with R90

\*\*For L90, use R90 and rotate luminaire 180° on pole

## FEATURES & SPECIFICATIONS

### INTENDED USE

Pedestrian areas such as parks, campuses, pathways, courtyards and pedestrians malls.

### CONSTRUCTION

Single-piece die-cast aluminum housing with nominal wall thickness of 0.125" on a 6mm thick acrylic waveguide is fully gasketed with a single piece tubular silicone gasket.

### FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum and white. Available in textured and non-textured finishes.

### OPTICS

6MM thick acrylic waveguide with 360° flexible LED board. Available in 2700K, 3000K, 3500K, 4000K and 5000K (80CRI) CCT configurations.

### ELECTRICAL

Light engine consists of 96 high-efficacy LEDs mounted to a flexible circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable 10kV surge protection device meets a minimum Category C Low for operation (per ANSI/IEEE C62.41.2).

### INSTALLATION

Standard post-top mounting configuration fits into a 4" OD open pole top (round pole only). Alternate tenon (2-3/8" or 2-7/8") mounting also available.

### LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/DLC](http://www.designlights.org/DLC) to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color or less. U.S. Patent No. D925,088S

### BUY AMERICAN

This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FARS, DFARS and DOT. Please refer to [www.acuitybrands.com/resources/buy-america-eg](http://www.acuitybrands.com/resources/buy-america-eg), for additional information.

### WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/customer-support/terms-and-conditions](http://www.acuitybrands.com/support/customer-support/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



## FEATURES & SPECIFICATIONS

**INTENDED USE** — These specifications are for USA standards only. Round Straight Steel is a general purpose light pole for up to 30-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

### CONSTRUCTION

**Pole Shaft:** The pole shaft is of 0.120" uniform wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 42,000 psi. Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly round in cross-section down length of shaft with no taper. Standard shaft diameters are 3", 4", 4.5" and 5". 6" diameter shaft available by quote. Shaft wall thickness of .180" is available with certain tube diameters.

**Pole Top:** Options include tenon top, drilled for side mount fixture, tenon with drilling (includes extra handhole) and open top. Side drilled and open top poles include a removable press-fit, black, low density polyethylene top cap.

**Handhole:** A reinforced handhole with grounding provision is provided at 12" from the base end of the pole assembly on side A. Every handhole includes a cover and cover attachment hardware. 2.5" x 5" rectangular handhole is provided on pole.

**Base Cover:** A two-piece ABS round plastic full base cover is provided with each pole assembly. Additional base cover options are available upon factory request. Options include fabricated two-piece sheet steel or heavy duty two-piece cast aluminum full base cover. All base covers are finished to match pole.

**Anchor Base/Bolts:** Anchor base is fabricated from hot-rolled carbon steel plate that conforms with ASTM A36. Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" blend on one end. All anchor bolts are hot-dipped galvanized a minimum of 12" nominal on the threaded end. Anchor bolts are made of steel rod having a minimum yield strength of 55,000 psi and a yield strength of 75,000 psi to 95,000 psi.

**HARDWARE** — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

**FINISH** — Extra durable standard powder-coat finishes include Dark Bronze, White, Black, Medium Bronze and Natural Aluminum colors. Classic finishes include Sandstone, Charcoal Gray, Tennis Green, Bright Red and Steel Blue colors. Architectural Colors and Special Finishes are available by quote and include, but are not limited to Hot-dipped Galvanized, Paint over Hot-dipped Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes. Factory-applied primer paint finish is available for customer field-paint applications.

**BUY AMERICAN** — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to [www.acuitybrands.com/buy-american](http://www.acuitybrands.com/buy-american) for additional information.

**WARRANTY** — 1-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**NOTE:** Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog Number
Notes
Type



### Anchor Base Poles

# RSS

### ROUND STRAIGHT STEEL



# RSS Round Straight Steel Pole

## ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

**Example:** RSS 20 4-5B DM19 DDB

RSS					
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness <sup>1</sup>	Mounting <sup>2</sup>	Options	Finish <sup>13</sup>
RSS	8'-30' (for 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.)  (See technical information table for complete ordering information.)	3B 3" (.120") 4B 4" (.120") 4-5B 4 1/2" (.120") 5B 5" (.120")  (See technical information table for complete ordering information.)	<u>Tenon mounting</u> PT Open top T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) <sup>2</sup> T35 4" O.D. (3-1/2" NPS) <sup>2</sup> <u>KAC/KAD/KSE/KSF/KVR/KVF Drill mounting <sup>3</sup></u> DM19 1 at 90° DM28 2 at 180° DM28PL 2 at 180° with one side plugged DM29 2 at 90° DM32 3 at 120° DM49 4 at 90° <u>CSX/DSX/RSX/AERIS™/OMERO™/HLA/KAX Drill mounting <sup>2</sup></u> DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM32AS 3 at 120° DM39AS 3 at 90° DM49AS 4 at 90° <u>RAD drill mounting <sup>3,4</sup></u> DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM32RAD 3 at 120° DM39RAD 3 at 90° DM49RAD 4 at 90° <u>ESX Drill mounting <sup>3</sup></u> DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90° <u>AERIS™ Suspend drill mounting <sup>3,5</sup></u> DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° <u>OMERO™ Suspend drill mounting <sup>3,5</sup></u> DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90°	<u>Shipped installed</u> L/AB Less anchor bolts (Include when anchor bolts are not needed)  L/FBC Less full base cover (include to order pole without a base cover)  VD Vibration damper <sup>6</sup> TP Tamper resistant handhole cover fasteners  HAXy Horizontal arm bracket (1 fixture) <sup>7,8</sup> FDLxy Festoon outlet less electrical <sup>7,9</sup> CPL12/xy 1/2" coupling <sup>7</sup> CPL34/xy 3/4" coupling <sup>7</sup> CPL1/xy 1" coupling <sup>7</sup> NPL12/xy 1/2" threaded nipple <sup>7</sup> NPL34/xy 3/4" threaded nipple <sup>7</sup> NPL1/xy 1" threaded nipple <sup>7</sup> EHHxy Extra handhole <sup>7,10</sup> BAA Buy America(n) Act Compliant <sup>11</sup> IC Interior coating <sup>12</sup> UL UL listed with label (Includes NEC compliant cover)  NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled)  <u>Shipped separately</u> (blank) FBC Full base cover (plastic) (blank) TC Top cap (blank) HHC Handhole cover	<u>Super Durable</u> DDBXD Dark bronze DWHXD White DBLXD Black DMBXD Medium bronze DNAXD Natural aluminum GALV Galvanized finish  <u>Classic colors</u> DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue  <u>Architectural colors (powder finish)</u> Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

### NOTES:

- Wall thickness will be signified with a "B" (11 Gauge) or a "F" (7-Gauge) in nomenclature. "B" - .120" | "F" - .180"
- PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20. The combination includes a required extra handhole.
- Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
- DM19RAD, DM28RAD and DM32RAD require a minimum top O.D. of 4". DM29RAD, DM39RAD and DM49RAD require a minimum top O.D. of 4.25".
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- VD not available with 3" pole. On 4" and 5" poles, VD cannot be installed if provisions (EHH, FDL, NPL, CPL) are located higher than 2/3 of the pole's total height. *Example: Pole height is 25ft. A provision cannot be placed above 16ft.*
- Specify location and orientation when ordering option.  
**For "x":** Specify the height above the base of pole in feet or feet and inches; separate feet and inches with a "-".  
*Example: 5ft = 5 and 20ft 3in = 20-3*  
**For "y":** Specify orientation from handhole (A,B,C,D) Refer to the Handhole Orientation diagram below.  
*Example: 1/2" coupling at 5'8" ; orientation C = CPL12/5-8C*
- Horizontal arm is 18" x 2-3/8" O.D. tenon standard with radius curve providing 12' rise. If ordering two horizontal arm at the same height, specify with HAXyy. *Example: HA20BD*
- FDL does not come with additional covering.
- Combination of tenon-top and drill mount includes extra handhole.
- Use when mill certifications are required.
- Provides enhanced corrosion resistance.
- Finish must be specified. Additional colors available; see Architectural Colors brochure linked [here](#) (Form No. 794.3)

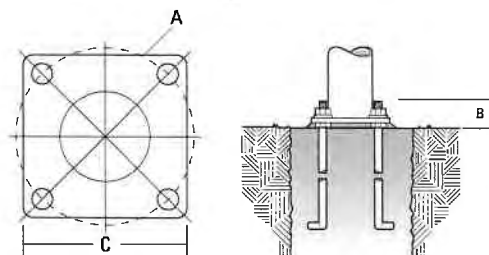
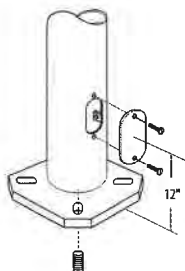


# RSS Round Straight Steel Pole

TECHNICAL INFORMATION — EPA (ft <sup>2</sup> ) with 1.3 gust											
Catalog number	Nominal shaft length (ft)*	Pole shaft size (in x ft)	Wall thickness (in)	80 mph	Max weight	90 mph	Max weight	100 mph	Max weight	Bolt size (in. x in. x in.)	Approximate ship weight (lbs.)
RSS 8 4-5B	8	4.5 x 8.0	0.120	24.7	630	19.7	495	16.0	430	3/4 x 18 x 3	55
RSS 10 3B	10	3.0 x 10.0	0.120	10.0	250	7.7	190	6.0	175	3/4 x 18 x 3	55
RSS 10 4B	10	4.0 x 10.0	0.120	19.1	480	15	375	12.2	305	3/4 x 18 x 3	70
RSS 10 4-5B	10	4.5 x 10.0	0.120	24.5	615	19.5	490	15.8	395	3/4 x 18 x 3	75
RSS 12 3B	12	3.0 x 12.0	0.120	7.7	195	5.8	145	4.4	130	3/4 x 18 x 3	60
RSS 12 4B	12	4.0 x 12.0	0.120	15.0	390	11.8	300	9.5	240	3/4 x 18 x 3	80
RSS 12 4-5B	12	4.5 x 12.0	0.120	19.8	495	15.7	395	12.7	320	3/4 x 18 x 3	85
RSS 14 3B	14	3.0 x 14.0	0.120	6.0	175	4.4	130	3.3	90	3/4 x 18 x 3	70
RSS 14 4B	14	4.0 x 14.0	0.120	12.2	305	9.4	250	7.6	195	3/4 x 18 x 3	90
RSS 14 4-5B	14	4.5 x 14.0	0.120	16.2	405	12.8	320	10.3	260	3/4 x 18 x 3	95
RSS 15 4-5B	15	4.5 x 15.0	0.120	12.0	300	9.5	250	7.5	200	3/4 x 18 x 3	96
RSS 16 3B	16	3.0 x 16.0	0.120	4.6	125	3.2	100	2.3	60	3/4 x 18 x 3	80
RSS 16 4B	16	4.0 x 16.0	0.120	9.6	250	7.4	185	5.9	150	3/4 x 18 x 3	100
RSS 16 4-5B	16	4.5 x 16.0	0.120	13.1	330	10.2	265	8.2	205	3/4 x 18 x 3	105
RSS 18 3B	18	3.0 x 18.0	0.120	3.4	90	2.3	60	1.4	70	3/4 x 18 x 3	90
RSS 18 4B	18	4.0 x 18.0	0.120	7.6	190	5.7	180	4.5	130	3/4 x 18 x 3	110
RSS 18 4-5B	18	4.5 x 18.0	0.120	10.5	265	8.2	210	6.5	165	3/4 x 18 x 3	115
RSS 20 3B	20	3.0 x 20.0	0.120	2.4	100	1.4	75	--	--	3/4 x 18 x 3	100
RSS 20 4B	20	4.0 x 20.0	0.120	6.0	150	4.45	150	3.45	125	3/4 x 18 x 3	120
RSS 20 4-5B	20	4.5 x 20.0	0.120	8.5	215	6.6	165	5.2	130	3/4 x 18 x 3	130
RSS 20 5B	20	5.0 x 20.0	0.120	11.75	300	9.1	230	7.25	180	3/4 x 18 x 3	145
RSS 22 4-5B	22	4.5 x 22.0	0.120	6.0	150	4.5	125	3.75	100	3/4 x 18 x 3	134
RSS 25 4B	25	4.0 x 25.0	0.120	2.85	100	1.95	75	1.35	75	3/4 x 18 x 3	145
RSS 25 4-5B	25	4.5 x 25.0	0.120	4.8	130	3.6	90	2.7	90	3/4 x 18 x 3	145
RSS 25 5B	25	5.0 x 25.0	0.120	7.25	180	5.5	150	4.25	150	3/4 x 18 x 3	180
RSS 30 4-5B	30	4.5 x 30.0	0.120	2.3	80	1.5	75	1.0	60	3/4 x 18 x 3	185
RSS 30 5B	30	5.0 x 30.0	0.120	4.2	150	3	125	2.25	100	3/4 x 18 x 3	210

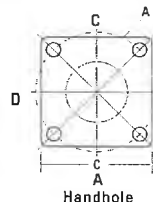
NOTE: EPA values are based ASCE 7-93 wind map. For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

## BASE DETAIL



POLE DATA					
Shaft base size	Bolt circle A	Bolt projection B	Base square C	Template description	Anchor bolt description
3"	7.5" - 8.5"	3.50"-3.75"	10.50"	ABTEMPLATE PJ50041	AB18-0
4"	7.5" - 8.5"	3.50"-3.75"	10.50"	ABTEMPLATE PJ50041	AB18-0
4.5"	7.5" - 8.5"	3.50"-3.75"	10.50"	ABTEMPLATE PJ50041	AB18-0
5"	7.5" - 8.5"	3.50"-3.75"	10.50"	ABTEMPLATE PJ50041	AB18-0

## HANDHOLE ORIENTATION



### IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use factory template.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.



Catalog Number
Notes
Type

## Contractor Select™ ESXF LED

### Floodlights Adjustable+Switchable+Photocell

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

#### FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW



ESXF1 P0 knuckle mount



ESXF1 knuckle mount



ESXF2 knuckle mount



ESXF3 slipfitter mount



ESXF4 slipfitter mount



Adjustable Lumen Output  
ALO






Switchable CCT  
SWW2



Dusk-to-Dawn Operation  
PE



Catalog Number	 Adjustable Lumen Output ALO			 Switchable CCT SWW2	 Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. [Click here](#) or visit [www.acuitybrands.com](http://www.acuitybrands.com) and search for ESXF LED.

#### ESXF Stock Configurations

Catalog Number	UPC	CI Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

**Accessories:** Order as separate catalog number.

ESXF P0 and ESXF1 yoke mount accessory

\*276ARA ESXF1YK DDB

[Click here](#) to visit [Accessories](#).



### Included mounting options by size



### Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

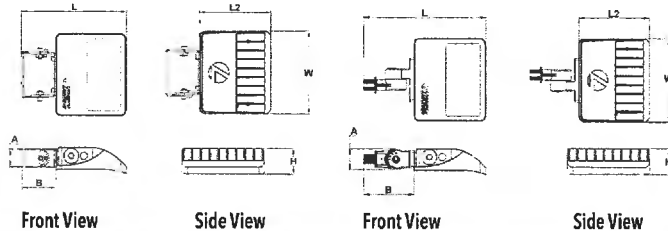
	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	

## Dimensions

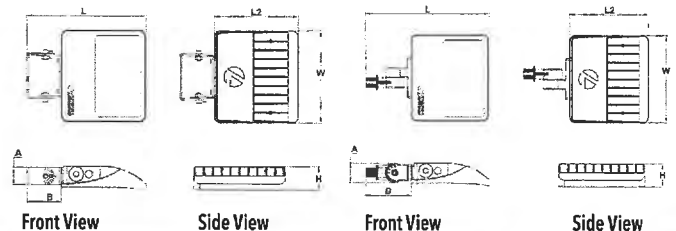
All dimensions are inches (centimeters) unless otherwise indicated.

### ESXF1



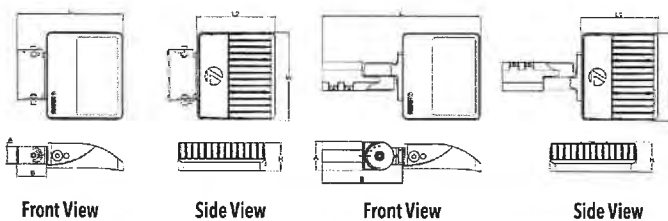
Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches* (centimeters)						Pounds (kg)
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 PO/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

### ESXF2



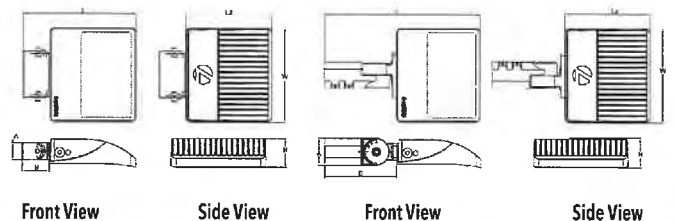
Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches (centimeters)						Pounds (kg)
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

### ESXF3



Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF3 SWW2 ALO SY (Yoke)	10.54" (19.4cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (7.5cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

### ESXF4

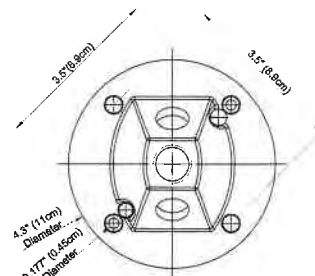


Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

### EPA Data

	Angle of Tilt	0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area (ft²)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA (ft²)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area (ft²)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA (ft²)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area (ft²)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA (ft²)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area (ft²)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA (ft²)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

\*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.





## Specifications

### INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

### CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

### ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kV surge protection tested in accordance to ANSI/IEEE C62.41.2) Category C. ESXF LED luminaires use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor >90% and THD <20%.

### INSTALLATION:

ESXF1 (P0) and ESXF2 ship with 1/2 NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

### LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

### WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Factory settings  
Lumen Output: High  
CCT: 4000K  
Photocell: On

## FEATURES & SPECIFICATIONS

**INTENDED USE** — Typical applications include corridors, lobbies, conference rooms and private offices.

**CONSTRUCTION** — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.

Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment.

Two combination 1/2"-3/4" and four 1/2" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.

Accommodates 12"-24" joist spacing.

Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.

Max ceiling thickness 1-1/2".

**OPTICS** — LEDs are binned to a 3-step SDCM; 80 CRI minimum. 90 CRI optional.

LED light source concealed with diffusing optical lens.

General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image.

Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.

**ELECTRICAL** — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available.

0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.

70% lumen maintenance at 60,000 hours.

**LISTINGS** — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product.

**BUY AMERICAN** — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT.

Please refer to [www.acuitybrands.com/buy-american](http://www.acuitybrands.com/buy-american) for additional information.

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.



A+ Capable options indicated by this color background.

Catalog Number
Notes
Type



# LDN4

**4" Open and WallWash LED  
Non-IC  
New Construction Downlight**



### ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

**Example:** LDN4 35/15 L04AR LSS MVOLT EZ1

LDN4									
Series		Color temperature		Lumens <sup>1</sup>		Aperture/Trim Color		Finish	Voltage
LDN4 4" round	27/	2700K	05	500 lumens	20	2000 lumens	L04 Downlight	AR Clear	LSS Semi-specular
	30/	3000K	07	750 lumens	25	2500 lumens	LW4 Wallwash	WR <sup>2</sup> White	LD Matte diffuse
	35/	3500K	10	1000 lumens	30	3000 lumens		BR <sup>2</sup> Black	LS Specular
	40/	4000K	15	1500 lumens	40	4000 lumens			
	50/	5000K							
									MVOLT Multi-volt
									120 120V
									277 277V
									347 <sup>3</sup> 347V

Driver	Options			
GZ10 0-10V driver dims to 10%	SF <sup>4</sup>	Single fuse	N80 <sup>8</sup>	nLight™ Lumen Compensation
GZ1 0-10V driver dims to 1%	TRW <sup>6</sup>	White painted flange	JOT <sup>13</sup>	Wireless room control with "Just One Touch" pairing
EZ10 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 10%	TRBL <sup>6</sup>	Black painted flange	NPS80EZ <sup>7</sup>	nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1).
EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1%	EL <sup>5</sup>	Emergency battery pack with integral test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS	NPS80EZER <sup>7</sup>	nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1). ER controls fixtures on emergency circuit.
	ELR <sup>5</sup>	Emergency battery pack with remote test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS	HAO <sup>11</sup>	High ambient option (40°C)
	ELSD <sup>5</sup>	Emergency battery pack with self-diagnostics, 10W Constant Power, integral test switch. Not Certified in CA Title 20 MAEDBS	CP <sup>12</sup>	Chicago Plenum
D10 Minimum dimming 10% driver for use with JOT	ELRSD <sup>5</sup>	Emergency battery pack with self-diagnostics, 10W Constant Power, remote test switch. Not Certified in CA Title 20 MAEDBS	RRL	RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature. Available only in RRLA, RRLB, RRLAE, and RRLC125.
D1 Minimum dimming 1% driver for use with JOT	E10WCP <sup>5</sup>	Emergency battery pack, 10W Constant Power with integral test switch. Certified in CA Title 20 MAEDBS	NLTAIR2 <sup>9,10,14</sup>	nLight® Air enabled
EDAB eldoLED DALI SOLDRIVE dim to dark	E10WCPR <sup>5</sup>	Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDBS	NLTAIRER2 <sup>9,10</sup>	nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options
	NPP16D <sup>7</sup>	nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1).	NLTAIREM2 <sup>9,10</sup>	nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. Available with battery pack options.
	NPP16DER <sup>7</sup>	nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1). ER controls fixtures on emergency circuit.	BAA	Buy America(n) Act Compliant
			90CRI	High CRI (90+)

### Accessories: Order as separate catalog number.

PS105SCP	FMC Power Sentry battery pack, T20 compliant, field installable, 10W constant power
EAC ISSM 375	Compact interruptible emergency AC power system
EAC ISSM 125	Compact interruptible emergency AC power system
GRA46 JZ	Oversized trim ring with 6" outside diameter
SCA4	Sloped Ceiling Adapter. Degree of slope must be specified (SD, 10D, 15D, 20D, 25D, 30D). Ex: SCA4 10D.

### Notes

- Overall height varies based on lumen package; refer to dimensional chart on page 3.
- Not available with finishes.
- Not available with emergency options.
- Must specify voltage 120V or 277V.
- 12.5" of plenum depth or top access required for battery pack maintenance.
- Available with clear (AR) reflector only.
- Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
- Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZ ER. Only available with EZ10 and EZ1 drivers.
- Not available with CP, NPS80EZ, NPS80EZER, NPP16D, NPP16DER or N80 options.

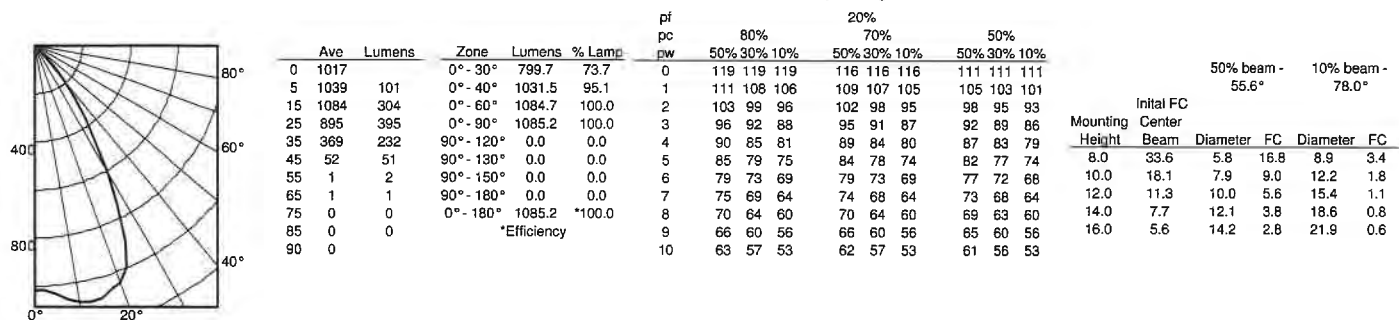
- NLTAIR2, NLTAIRER2 and NLTAIREM2 not recommended for metal ceiling installations.
- Fixture height is 5-11/16" for all lumen packages with HAO.
- Must specify voltage for 3000lm. Not available with emergency battery pack option.
- Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installation. Not for use with emergency backup power systems other than battery packs.
- When combined with EZ1 or EZ10 drivers, can be used as a normal power sensing device for nLight AIR devices and luminaires with EM options

# LDN4

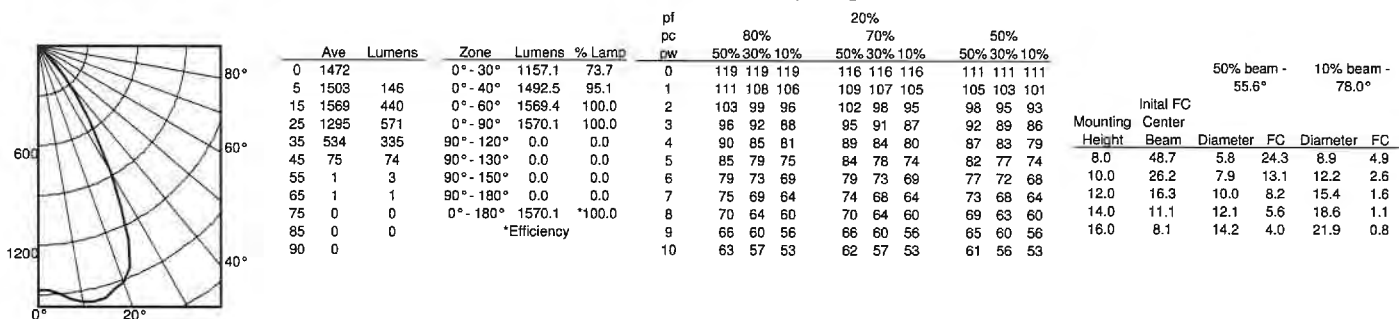
## PHOTOMETRY

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance Data at 30" Above Floor for a Single Luminaire
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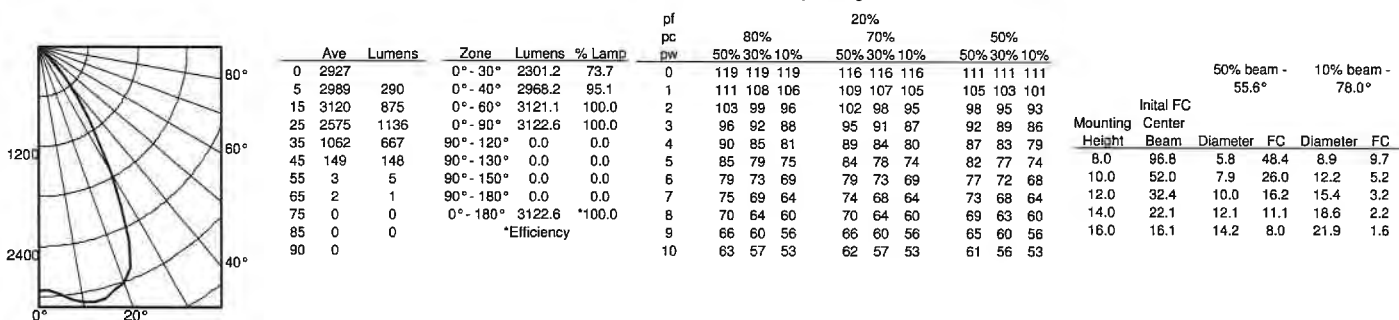
LDN4 35/10 L04AR, input watts: 10.58, delivered lumens: 1085.2, LM/W = 102.57, spacing criterion at 0= 1.04, test no. ISF 30712P229.



LDN4 35/15 L04AR, input watts: 17.5, delivered lumens: 1570.1, LM/W = 89.72, spacing criterion at 0= 1.04, test no. ISF 30712P234.



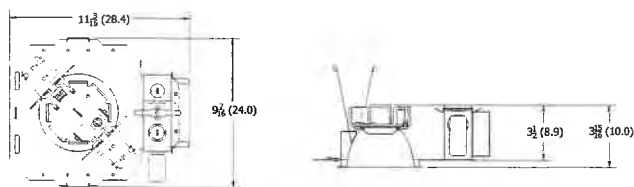
LDN4 35/30 L04AR, input watts: 32.1, delivered lumens: 3122.6, LM/W = 88.52, spacing criterion at 0= 1.04, test no. ISF 30712P249.



# LDN4

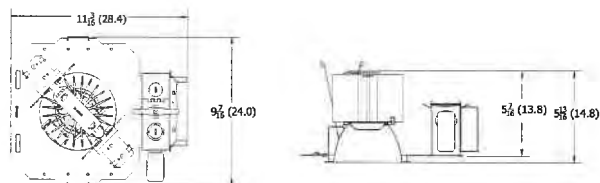
\* All dimensions are inches (centimeters) unless otherwise noted.

## LDN4 500 - 2000 LUMENS



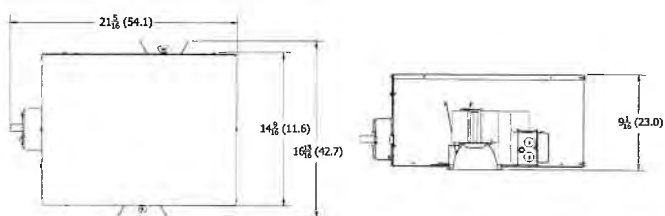
Aperture: 4-5/16\" (11)  
Ceiling Opening: 5-1/8\" (13)  
Overlap Trim: 5-7/16\" (13.8)

## LDN4 2500 - 4000 LUMENS



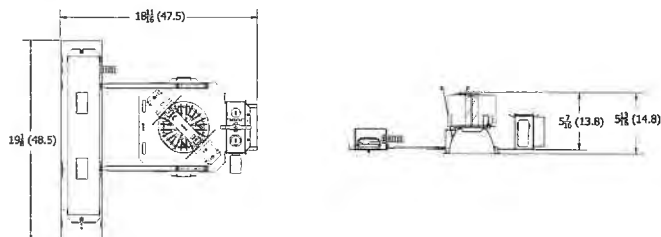
Aperture: 4-5/16\" (11)  
Ceiling Opening: 5-1/8\" (13)  
Overlap Trim: 5-7/16\" (13.8)

## LDN4 CP



Aperture: 4-5/16\" (11)  
Ceiling Opening: 5-3/8\" (13)  
Overlap Trim: 5-7/16\" (13.8)

## LDN4 EL



Aperture: 4-5/16\" (11)  
Ceiling Opening: 5-3/8\" (13)  
Overlap Trim: 5-7/16\" (13.8)

LDN4			
Nominal	Lumens	Wattage	Lm/W
500	523.6	5.74	91.2
750	751.1	8.6	87.3
1000	1045	10.58	98.8
1500	1512	17.5	86.4
2000	2006	22.12	90.7
2500	2551	26.1	97.7
3000	3007	32.1	93.7
4000	4212	43	98.0

LUMEN OUTPUT MULTIPLIERS - CCT					
	2700K	3000K	3500K	4000K	5000K
80CRI	0.950	0.966	1.000	1.025	1.101

## HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

$$\text{Delivered Lumens} = 1.25 \times P \times \text{LPW}$$

P = Output power of emergency driver. P = 10W for PS1055CP

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.

The LPW rating is also available at [Designlight Consortium](#).

LUMEN OUTPUT MULTIPLIERS - FINISH			
	Clear (AR)	White (WR)	Black (BR)
Specular (LS)	1.0	N/A	N/A
Semi-specular (LSS)	0.950	N/A	N/A
Matte diffuse (LD)	0.85	N/A	N/A
Painted	N/A	0.87	0.73

### Notes

- Tested in accordance with IESNA LM-79-08.
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical.



## ADDITIONAL DATA



The Sensor Switch JOT enabled solution offers a wireless, app-free approach to single room lighting control. JOT enabled products use Bluetooth® Low Energy (BLE) technology to enable wireless dimming and switching.

## Diagram



LDN4 Series



Sensor Switch  
WSXA JOT

- 1. Power:** Install JOT enabled fixtures and controls as instructed.
- 2. Pair:** Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
- 3. Play:** Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.

## COMPATIBLE 0-10V WALL-MOUNT DIMMERS

MANUFACTURER	PART NO.	POWER BOOSTER AVAILABLE
Lutron®	Diva® DDTV	
	Diva® DVSC TV	
	Nova T® NTFTV	
	Nova® NFTV	
Leviton®	AWSMT-7DW	CN100
	AWSMG-7DW	PE300
	AMRMG-7DW	
	Leviton Centura Fluorescent Control System	
	IllumaTech® IP7 Series	
Synergy®	ISD BC	RDMFC
	SLD LPCS	
	Digital Equinox (DEQ BC)	
Douglas Lighting Controls	WPC-5721	
Entertainment Technology	Tap Glide TG600FAM120 (120V)	
	Tap Glide Heatsink TGH1500FAM120 (120V)	
	Oasis OA2000FAMU	
Honeywell	EL731SA1019	EL730SA1010 (optional)
	EL731SA1009	
HUNT Dimming	Preset slide: PS-010-IV and PS-010-WH	
	Preset slide: PS-010-3W-IV and PS-010-3W-WH	
	Preset slide, controls FD-010: PS-IFC-010-IV and PS-IFC-010-WH-120/277V	
	Preset slide, controls FD-010: PS-IFC-010-3W-IV and PS-IFC-010-3W-WH-120/277V	
	Remote mounted unit: FD-010	
Lehigh Electronic Products	Solitaire	PBX
PDM Electrical Products	WPC-5721	
Starfield Controls	TR61 with DALI interface port	RT03 DALI net Router
WattStopper®	LS-4 used with LCD-101 and LCD-103	

## A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a shaded background\*
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a shaded background\*

To learn more about A+, visit [www.acuitybrands.com/aplus](http://www.acuitybrands.com/aplus).

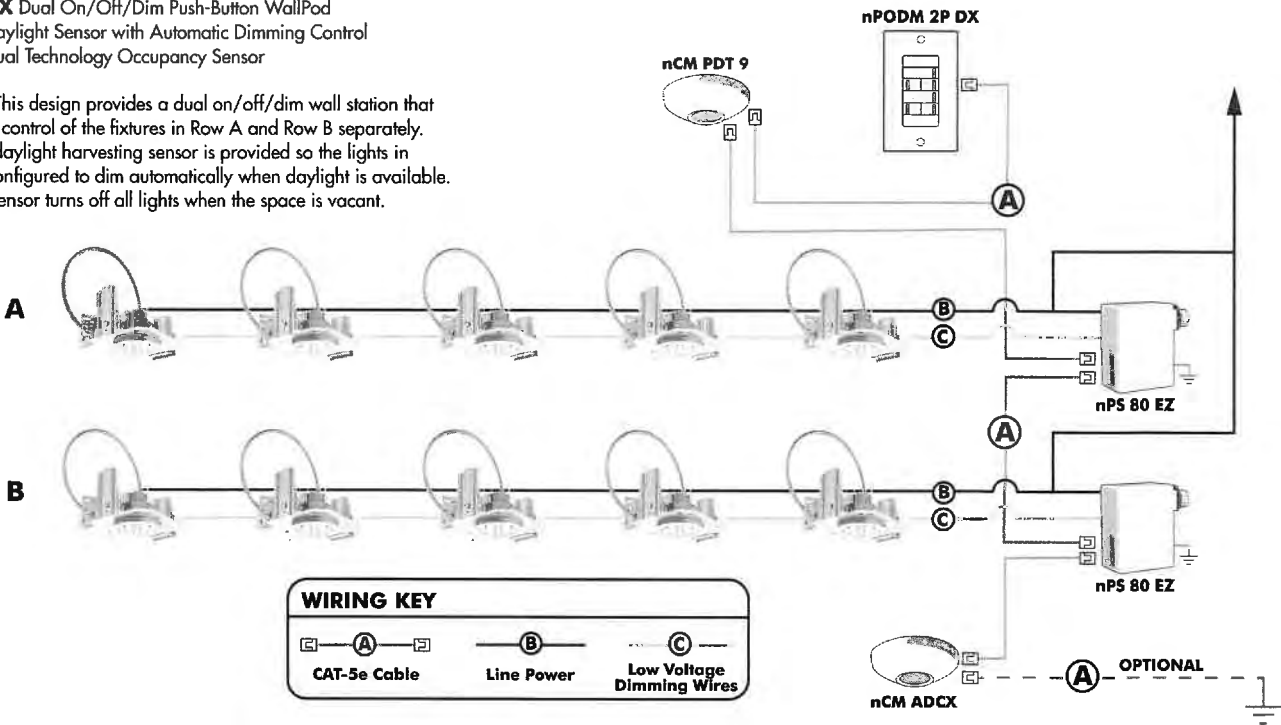
\*See ordering tree for details

EXAMPLE

Group Fixture Control\*  
\*Application diagram applies for fixtures with eldoLED drivers only.

- nPS 80 EZ Dimming/Control Pack (qty: 2 required)
- nPODM 2P DX Dual On/Off/Dim Push-Button WallPod
- nCM ADCX Daylight Sensor with Automatic Dimming Control
- nCM PDT 9 Dual Technology Occupancy Sensor

**Description:** This design provides a dual on/off/dim wall station that enables manual control of the fixtures in Row A and Row B separately. Additionally, a daylight harvesting sensor is provided so the lights in Row B can be configured to dim automatically when daylight is available. An occupancy sensor turns off all lights when the space is vacant.



Choose Wall Controls

nLight offers multiple styles of wall controls - each with varying features and user experience.



**Push-Button Wallpod**  
Traditional tactile buttons and LED user feedback



**Graphic Wallpod**  
Full color touch screen provides a sophisticated look and feel

nLight® Wired Controls Accessories:			
Order as separate catalog number. Visit <a href="http://www.acuitybrands.com/products/controls/nlight">www.acuitybrands.com/products/controls/nlight</a> for complete listing of nLight controls.			
WallPod Stations	Model number	Occupancy sensors	Model Number
On/Off	nPODM (Color)	Small motion 360°, ceiling (PIR/dual Tech)	nCM 9 / nCM PDT 9
On/Off & Raise/Lower	nPOD DX (Color)	Large motion 360°, ceiling (PIR/dual tech)	nCM 10 / nCM PDT 10
Graphic Touchscreen	nPOD GFX (Color)	Wide View (PIR/dual tech)	nWV 16 / nWV PDT 16
<b>Photocell controls</b>	<b>Model Number</b>	Wall Switch w/ Raise/Lower (PIR/dual tech)	nWSX LV DX / nWSX PDT LV DX
Dimming	nCM ADCX	<b>Cat-5 cables (plenum rated)</b>	<b>Model Number</b>
		10', CAT5 10FT	CATS 10FT J1
		15, CAT5 15FT	CATS 15FT J1

**nLight® AIR Control Accessories:**  
Order as separate catalog number. Visit [www.acuitybrands.com/products/controls/nlightair](http://www.acuitybrands.com/products/controls/nlightair).

Wall switches	Model number
On/Off single pole	rPODB [color]
On/Off two pole	rPODB 2P [color]
On/Off & raise/lower single pole	rPODB DX [color]
On/Off & raise/lower two pole	rPODB 2P DX [color]
On/Off & raise/lower single pole	rPODBZ DX WH <sup>1</sup>

**Notes**  
1 Can only be ordered with the RES7Z zone control sensor version.

**UL924 Sequence of Operation**

- The below information applies to all nLight AIR devices with an EM option.
- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
  - Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
  - Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

**nLight AIR**  
nLight AIR is the ideal solution for retrofit or new construction spaces where adding communication is cost prohibitive. The integrated nLight AIR rPP20 Power Pack is part of each Lithonia LDN Luminaire. These individually addressable controls offer the ultimate in flexibility during initial setup and for space repurposing.



**Simple as 1,2,3**

1. Install the nLight® AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CLAIRITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome



The Ash outdoor wall sconce is a modern take on the classic industrial-style light fixture. The Ash features a sleek metal shade and clear diffuser that creates a column of diffused light from under the shade. Ash wall sconces feature energy-efficient, fully dimmable integrated LED lighting. Available in two finishes, Bronze and Charcoal, and four sizes.

## Outstanding protection against the elements:

- Powder coat finishes
- Stainless Steel mounting hardware
- Impact-resistant, UV stabilized acrylic lensing
- IP65 Rated

## SPECIFICATIONS

DELIVERED LUMENS	515 or 1189 with clear cylinder 300 or 613 with clear lens
WATTS	8 or 18
VOLTAGE	Universal 120-277V, with integral transient 2.5kV surge protection (driver)
DIMMING	0-10, ELV
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Wall
PERFORMANCE OPTIONS	Photocontrol / Surge Protector
CCT	2700K or 3000K
CRI	90+
COLOR BINNING	3 Step
BUG RATING	B1-U1-G0
DARK SKY	Compliant (Lensed version only)
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	Yes
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME	L70; >60,000 Hours
WARRANTY*	5 Years
WEIGHT	3.5 lbs.

\* Visit [techlighting.com](http://techlighting.com) for specific warranty limitations and details.



ASH 8  
shown in bronze/clear lens



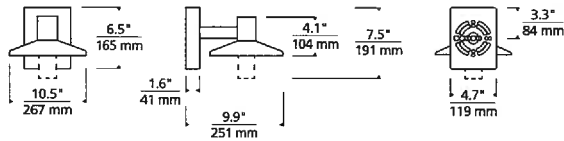
ASH 8  
shown in charcoal/clear cylinder

## ORDERING INFORMATION

PRODUCT	CRI/CCT	LENGTH	LENS	FINISH	VOLTAGE	OPTIONS
7000WASH	L927	LED LO-OUTPUT 90 CRI, 2700K	8 8"	C CLEAR CYLINDER	Z BRONZE	NONE
	H927	LED HI-OUTPUT 90 CRI, 2700K		D CLEAR LENS	H CHARCOAL	PC BUTTON PHOTOCONTROL
	L930	LED LO-OUTPUT 90 CRI, 3000K				SP SURGE PROTECTION
	H930	LED HI-OUTPUT 90 CRI, 3000K				PCSP BUTTON PHOTOCONTROL & SURGE PROTECTION

# ASH 8 WALL SCONCE

TECH LIGHTING



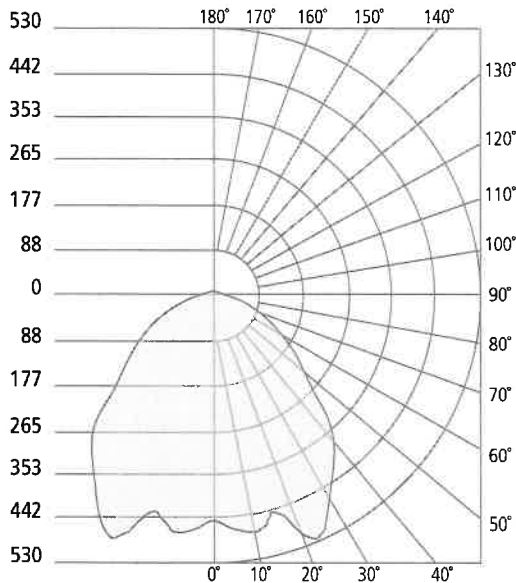
Ash 8

## PHOTOMETRICS\*

\*For latest photometrics, please visit [www.techlighting.com/OUTDOOR](http://www.techlighting.com/OUTDOOR)

### ASH 8 WITH CLEAR CYLINDER

Total Lumen Output: 1189  
 Total Power: 18  
 Luminaire Efficacy: 66  
 Color Temp: 3000K  
 CRI: 90  
 BUG Rating: B1-U1-G0



## PROJECT INFO

FIXTURE TYPE & QUANTITY

JOB NAME & INFO

NOTES


TECH LIGHTING

VISUAL COMFORT & CO.

7400 Linder Avenue, Skokie, Illinois 60077

T 847.410.4400

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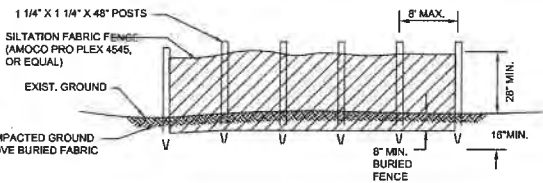
[techlighting.com](http://techlighting.com)

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED IMPROVEMENTS TO TAX MAP 101 LOT 18.
2. THE OWNER OF RECORD OF TAX MAP 101 LOT 18 IS CEDAR STREET HOLDINGS LLC, 2 MAPLE STREET CONTOOCOOK, NH 03229 (SEE M.C.R.D. BK.3505 PG.1832).
3. TAX MAP 101 LOT 18 LIES WITHIN THE VB-1 ZONE. MINIMUM LOT AREA IS 7,500 S.F. WITH 50.0' OF FRONTAGE. SETBACKS ARE 0' FRONT, 10' SIDE AND 10' REAR.
4. EXTERIOR LIGHTS ARE TO BE DOWNCAST WITH CUTOFFS.
5. A PORTION OF THE SITE LIES WITHIN THE 100 YEAR FLOOD ZONE.
7. DRIVEWAY TO SITE IS EXISTING AND WILL NOT BE CHANGED AT THE STREET.
8. PROPOSED BUILDING COVERAGE IS 32%.
9. 11 PARKING 10'x20' PLACES AND ONE HANDICAPPED PARKING PLACE EXIST ON SITE AND THERE ARE 3 PARKING PLACES ON THE STREET INFRONT OF THE BUILDING.
10. PROPOSED ARE 12 EMPLOYEES.
11. PROPOSED HOURS OF OPERATION ARE: OPENING AT 11:30AM 7 DAYS A WEEK. KITCHEN CLOSING AT 9:00. LOUNGE OPEN UNTIL LAST CALL FRIDAY AND SATURDAY NIGHTS 10:00 ALL OTHER NIGHTS.
12. TAX MAP 101 LOT 18 IS SERVICED BY MUNICIPAL WATER AND SEWER.
13. MUSIC ON DECK SHALL BE LIMITED TO ACOUSTIC (NO PERCUSSION) WITH AMPLIFIERS, ENDING AT 9:00. INDOOR ENTERTAINMENT SHALL BE LIVE MUSIC FULL BAND ENDING AT 12:00.
14. ON 8/2/22 THE TOWN OF HOPKINTON ZONING BOARD OF ADJUSTMENT APPROVED A VARIANCE TO PERMIT THE REAR DECK HAVING LESS THAN THE MINIMUM REQUIRED BUILDING SETBACK.
15. PROPOSED ARE 95 INDOOR SEATS AND 80 SEASONAL OUTDOOR SEATS FOR A TOTAL OF 175 SEATS.

PLANTING SCHEDULE

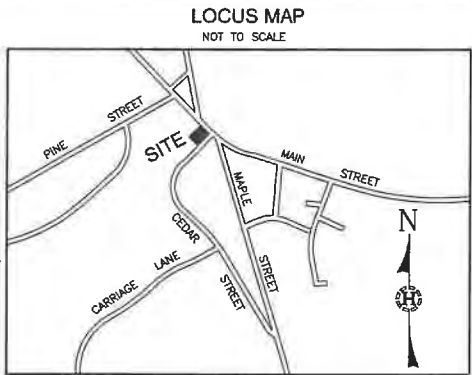
QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
4	ACER SACCHARUM	SUGAR MAPLE	12" 2.5" - 3" DIAMETER	
3	BUXUS SEMPERVIRENS 'SUFFRUTICOSA'	ENGLISH BOXWOOD	2.5-3'	CONTAINER



SILT FENCE DETAIL  
NOT TO SCALE

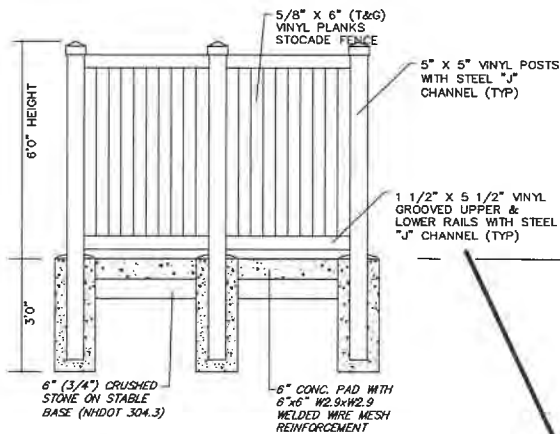
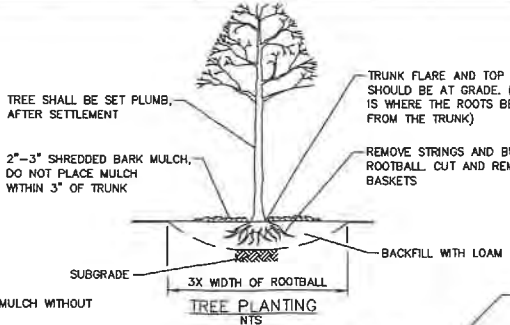
NOTES:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER FABRIC TO BE STAPLED TO FENCE POSTS AT TOP, MID AND BOTTOM.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY ONE POST SECTION (8' MIN.).
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
5. SILT FENCE TO BE REMOVED WHEN SITE IS 85% STABILIZED.

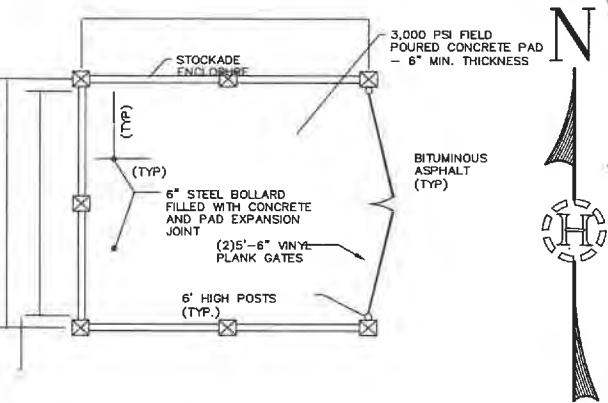


PLANTING NOTES:

1. ALL PLANTING BEDS SHALL BE MULCHED WITH 2"-3" OF SHREDDED PINE BARK MULCH WITHOUT LANDSCAPE FABRIC UNDER MULCH.
2. ALL TREES NOT IN PLANTING BEDS SHALL BE SURROUNDED WITH 3" DIAMETER MULCH BEDS. SHRUBS PLANTED IN A GROUP ARE TO BE MULCHED AS A GROUP AND NOT INDIVIDUALLY.
3. ALL PROPOSED PLANTS CAN BE SUBSTITUTED FOR A NATIVE VARIETY OF SIMILAR SIZE AND CHARACTERISTICS.
4. ALL TAGS, ROPE, PLASTIC FLAGGING, WIRE, ETC. ARE TO BE REMOVED AFTER PLANTING.
5. ALL TREES AND SHRUBS ARE TO BE FERTILIZED WITH AN ALL PURPOSE SLOW RELEASE FERTILIZER AFTER THE FIRST GROWING SEASON, NOT AT THE TIME OF PLANTING.
6. ALL PLANT MATERIAL TO BE WATERED AT TIME OF PLANTING.
7. ALL OTHER AREAS WITH OUT A SPECIFIC FINISH TREATMENT SHALL BE LOAMED AND SEEDED IN ACCORDANCE WITH THE TURF ESTABLISHMENT SCHEDULE
- 8.



TYPICAL TRASH ENCLOSURE DETAIL  
-NOT TO SCALE-



LEGEND:

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| EXISTING PAVEMENT                  | LIGHTING LEGEND                       |
| EDGE OF WATER                      | WALL SCONCE                           |
| LOT LINE                           | PATH LIGHT RECESSED IN WALL           |
| 2' CONTOUR INTERVAL                | FLOOD LIGHT TO LIGHT UP EXISTING SIGN |
| 10' CONTOUR INTERVAL               | POST TYPE LIGHT                       |
| PROPOSED CONTOUR                   | STRING LIGHTS                         |
| ELECTRIC UTILITY POLE AND GUY SIGN | RECESSED LED LIGHTS                   |
| TRAFFIC FLOW ARROW                 |                                       |

PROPOSED SILT FENCE

PARKING  
101/17  
TOWN OF  
HOPKINTON  
330 MAIN STREET  
HOPKINTON, NH 03229

COMMERCIAL  
101/21  
TOWN OF  
HOPKINTON  
330 MAIN STREET  
HOPKINTON, NH 03229

FIRE DEPARTMENT  
101/20  
TOWN OF  
HOPKINTON  
330 MAIN STREET  
HOPKINTON, NH 03229

RESIDENTIAL  
101/12  
BLADEZEAL  
PROPERTIES LLC  
P.O. BOX 891  
CONTOOCOOK, NH 03229

RESIDENTIAL  
101/13  
CATHERING SCOTT AND  
BRETT CRATHERN  
163 COULD HILL ROAD  
HOPKINTON, NH 03229

RESIDENTIAL  
101/11  
FREEDOM  
PROPERTIES LLC  
P.O. BOX 22  
CONTOOCOOK, NH 03229

RESIDENTIAL  
101/73  
COVERED BRIDGE  
APARTMENTS LLC  
P.O. BOX 691  
CONTOOCOOK, NH 03229

RESIDENTIAL  
101/77  
COVERED BRIDGE  
APARTMENTS LLC  
P.O. BOX 691  
CONTOOCOOK, NH 03229

COMMERCIAL  
101/74  
910 MAIN  
STREET LLC  
P.O. BOX 637  
CONTOOCOOK, NH 03229

SITE PLAN  
PREPARED FOR:  
**CEDAR STREET HOLDINGS LLC.**  
16 CEDAR STREET  
TAX MAP 101 LOT 18  
HOPKINTON, NEW HAMPSHIRE

SCALE: 1"=10'

10'	5'	0'	10'	20'
REV.	DATE	DESCRIPTION	BY	

MARCH 30, 2022  
**HIGGINSON  
LAND SERVICES**  
LAND SURVEYING - SEPTIC SYSTEM DESIGNS - PERMITTING  
76 PATTERSON HILL ROAD HENNIKER, NH 03242  
TEL: 603-880-8412 NOTE BOOK # JOB #609

16 CEDAR STREET  
CONTOOCOOK, NH.

NOTES

1. THE DRAWINGS IN THIS SET ARE FOR PHASE ONE CONSTRUCTION. PHASE TWO TO BE AT A LATER DATE.
2. WORK INCLUDED IN THIS CONTRACT SHALL CONFORM TO THE STATE, NATIONAL, AND OTHER CODES AND ORDINANCES THAT APPLY TO THIS PROJECT.
3. BRING ANY DISCREPANCIES IN THESE PLANS TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
4. REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS AND SPECIFICATIONS FOR LOCATIONS OF ALL BLOCK OUTS, INSERTS, OPENINGS, CURBS, BASES, AND PADS THAT ARE NOT DIMENSIONED OR SHOWN ON ARCHITECTURAL OF STRUCTURAL DRAWINGS. TYP.
5. STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS AND SPECIFICATIONS SHALL BE PROVIDED AND ARE THE RESPONSIBILITY OF THEIR RESPECTIVE SUBCONTRACTORS AND THEIR DESIGN BUILD ENGINEER.
6. THE LOCATION OF DOOR OPENINGS NOT DIMENSIONED SHALL BE 6" FROM ADJACENT WALL (FACE OF FRAMING TO ROUGH OPENING).
7. PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE COORDINATED WITH PHASING AND WITH THE LOCAL BUILDING COMMISSIONER.
8. WORK SHALL BE COMPLETED IN COMPLIANCE WITH INDUSTRY STANDARDS
9. RATED WALL SYSTEMS TO HAVE CONTINUOUS SEALANT AT BASE AND TOP OF WALL.
10. PROVIDE 5/8" TYPE 'X' GYPSUM BOARD AT RATED WALL PARTITIONS.
11. PROVIDE 5/8" MOISTURE RESISTANT (MR) GYPSUM BOARD IN TOILET ROOMS.
12. PROVIDE FIRESTOPPING AT PENETRATIONS IN FIRE RATED WALLS AND FLOORS. PROVIDE FIRESTOPPING WHERE FIRE RATED ASSEMBLIES ABUT OTHER CONSTRUCTION.
13. PENETRATIONS IN FIRE RESISTANCE RATED ASSEMBLIES SHALL BE PROTECTED BY AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED AS TESTED IN ACCORDANCE WITH ASTM E814 OR UL 1479.
14. GC TO ENSURE ALIGNMENT OF ALL NEW AND EXISTING WALL AND FLOOR ASSEMBLIES.
15. HANDRAILS COMPLYING WITH IBC 2015 DIMENSIONAL STANDARDS ARE REQUIRED ON BOTH SIDES OF STAIRS.
16. SPRINKLER ROOM LAYOUT AND ACCESS SHALL NOT CONFLICT WITH ADA CLEAR SPACE REQUIREMENTS IN BATHROOM.
17. CARRY ADEQUATE WORKMAN'S COMPENSATION AND LIABILITY INSURANCE FOR PERFORMANCE OF THE WORK.
18. INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM ALL CLAIMS AND EXPENSES FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OR OMISSION OF THE CONTRACTOR OR HIS WORKS OR SUBCONTRACTORS.
19. SECURE ALL PERMITS AS REQUIRED TO PERFORM THE WORK.
20. DISPOSE OF ALL RUBBISH AND LEAVE THE PREMISES "BROOM CLEAN."
21. PERFORM ALL WORK IN A NEAT AND WORKMANLIKE MANNER ACCORDING TO ACCEPTED PRACTICES AND STANDARDS SPECIFIC TO EACH TRADE. ALL WORK SHALL STRICTLY COMPLY WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND APPLICABLE LAWS AND CODES.
22. FIELD VERIFY ALL MEASUREMENTS AND CONDITIONS AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CIRCUMSTANCES THAT AFFECT THE WORK.
23. GUARANTEE THE WORK TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER COMPLETION, ROOFING FOR 10 YEARS. SHOULD A DEFECT ARISE, THE OWNER SHALL NOTIFY THE CONTRACTOR IMMEDIATELY AND THE CONTRACTOR SHALL HAVE A WORKER ON THE JOB, ACTING TO CORRECT THE DEFECT, WITHIN ONE WEEK'S TIME. SHOULD THE CONTRACTOR DEFAULT TO THIS CONDITION, THE OWNER MAY HIMSELF ACT TO CORRECT THE DEFECT AND BE COMPENSATED BY THE CONTRACTOR FOR EXPENSES INCURRED.
24. MECHANICAL, ELECTRICAL, PLUMBING, AND SPRINKLER SYSTEM WORK TO BE CARRIED OUT BY LICENSED TRADES PEOPLE. SHOP DRAWINGS TO BE PROVIDED BY CONTRACTOR PRIOR TO CONSTRUCTION.

ENERGY CODE - ENVELOPE REQUIREMENTS	(TABLE C402.1.3, IECC 2015)
ROOF	R-38
EXTERIOR WALL	R-20
BELOW GRADE WALL	R-7.5
FLOOR	R-30
SLAB ON GRADE FLOOR	R-10 FOR 24"



INDEX

- A-0 COVER SHEET
- A-1 REAR & RIGHT ELEVATIONS
- A-2 FRONT & LEFT ELEVATIONS
- A-3 FIRST FLOOR PLAN
- A-4 LOWER LEVEL FLOOR PLAN
- A-5 SECOND FLOOR PLAN
- A-6 SECTION & DETAILS
- A-7 SECTIONS
- A-8 BATHROOM DETAILS
- E-1 EXISTING FIRST FLOOR PLAN
- E-2 EXISTING SECOND FLOOR PLAN
- E-3 EXISTING FRONT & RIGHT ELEVATIONS
- E-4 EXISTING REAR & LEFT ELEVATIONS
- L1 SITE LIGHTING LAYOUT

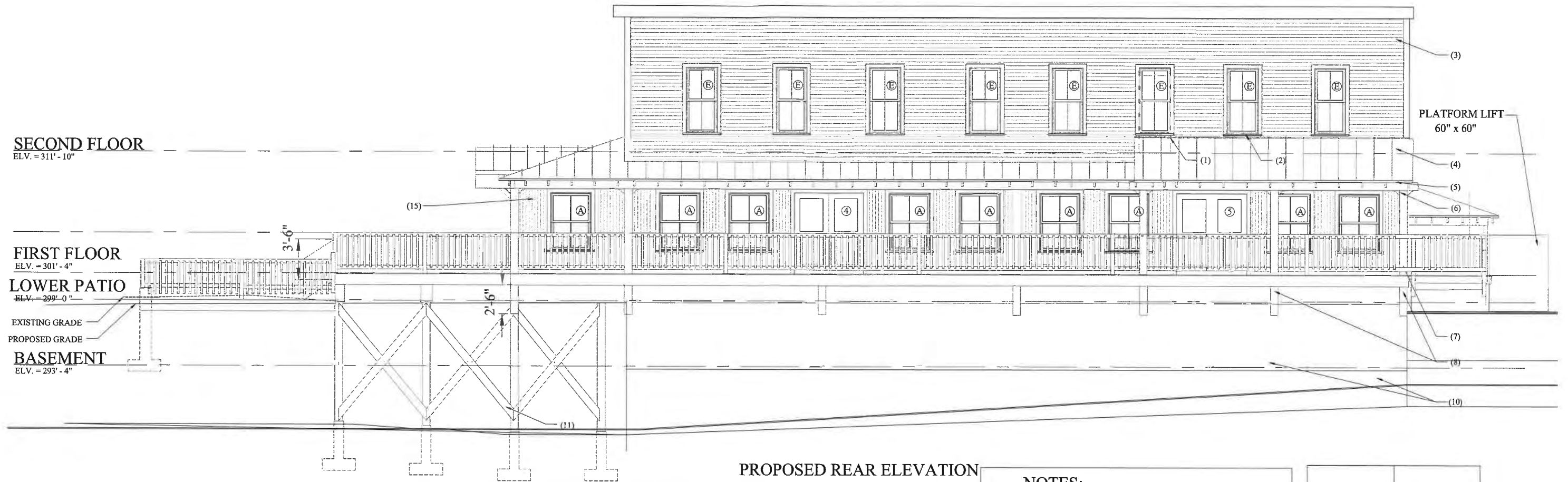


Preliminary Drawings Reviewed  
for Major Fire Protection and  
Life Safety Code Compliance.  
Final Permit Set will be  
Reviewed Prior to Submittal

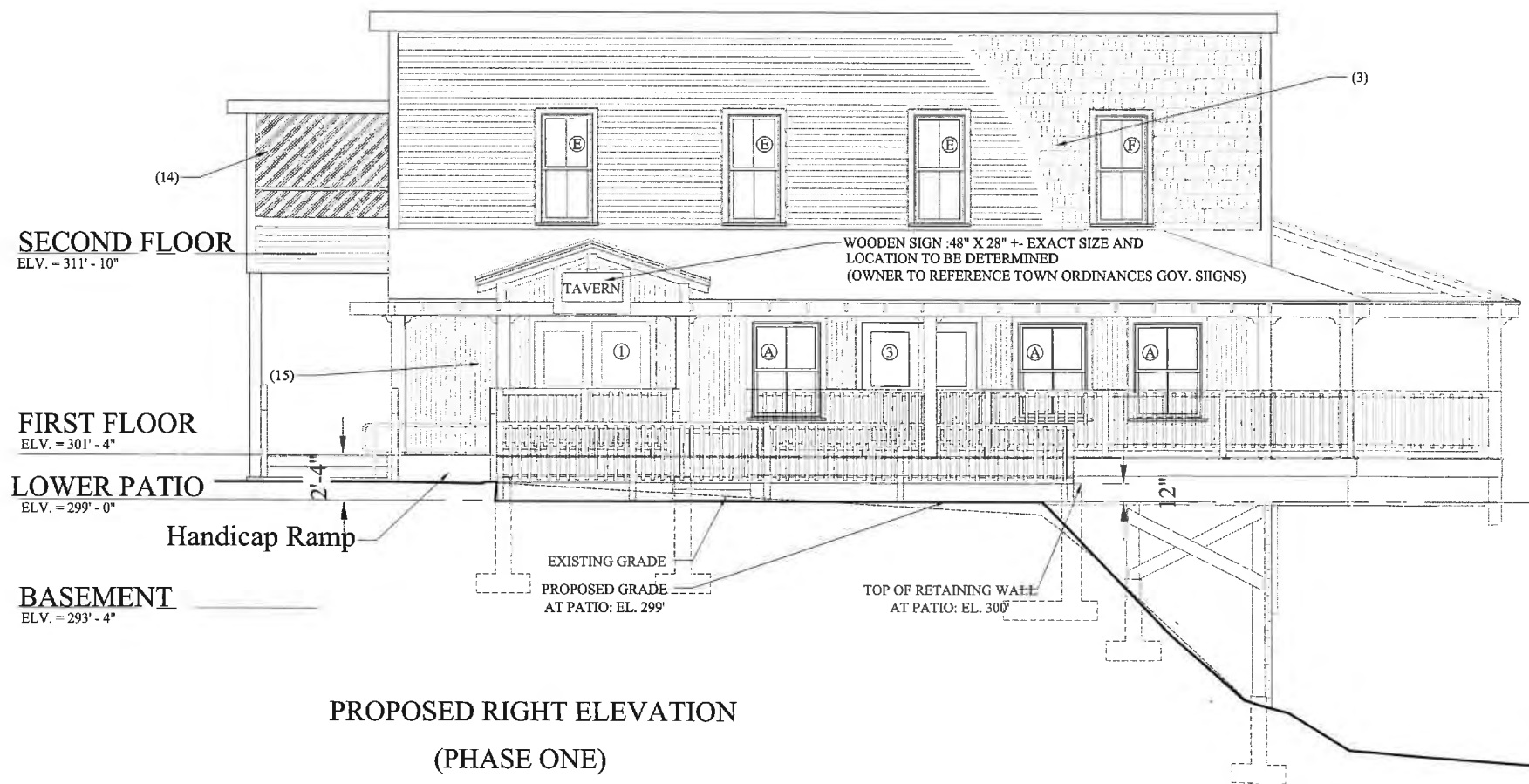
NOT FOR CONSTRUCTION

16 CEDAR STREET CONTOOCOOK, NH. ZONING AND PLANNING SET		COVER SHEET SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"	
 CHARLES HOYT DESIGNS Single Style Architecture P.O. BOX 526 Rye Beach, NH 03871 charshoyt@bcomail.com	A0		8-18-22





PROPOSED REAR ELEVATION



PROPOSED RIGHT ELEVATION  
(PHASE ONE)

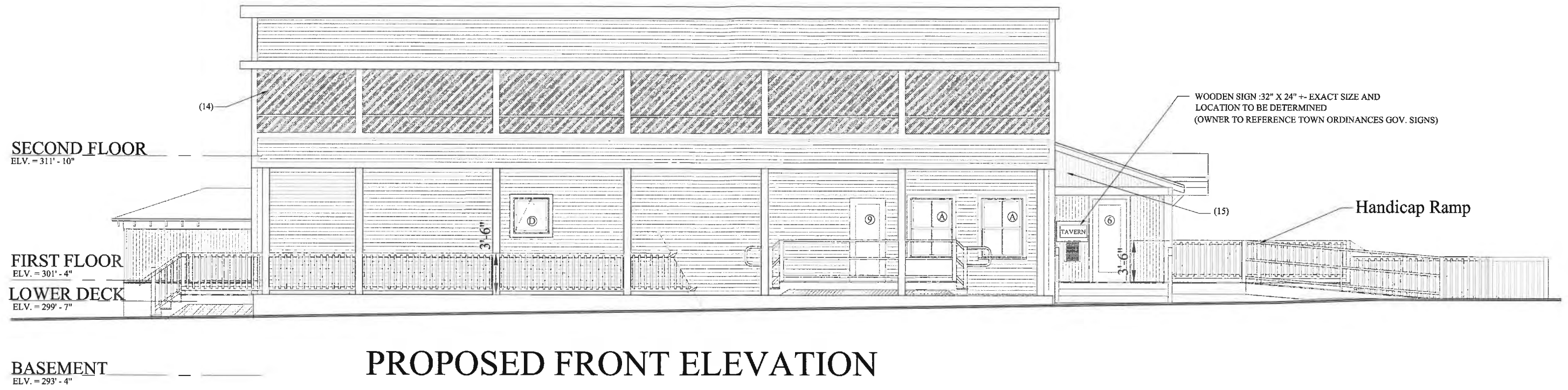
NOTES:

- (1) Existing door to be removed, patch and repair wall. Rebuild Header Contractor To V.I.F.
- (2) Existing windows to be removed and replaced w/ new Pella windows (see window and door schedule from Pella.) Contractor to replace existing head, jamb and sills (see detail on sheet A-5).
- (3) Existing vinyl siding to be removed. Contractor to determine if existing wood siding is salvagable. Patch and repair as needed.  
Alt. Remove existing vinyl siding. Patch and repair as needed, and install Certaainteed Cedar Impression siding, with CertaWrap weather resistant Barrier - Nantucket Gray. Trim: White Azek trim.
- (4) New roof: Standing seam metal roof, Color, charcoal grey O/ Ice /water or approved underlayment O/ 5/8" x 8, 10 reclaimed lumber sheathing O/ 3 x 8 reclaimed lumber rafters.
- (5) Fascia: 5/4" x 3" Reclaimed wood W/ Metal drip edge over
- (6) Decorative top piece 8" wide, (see detail on sheet A- 5.)
- (7) Structural wood posts: 6 x 6 P.T. posts W/ 2 x 4 furring w/ 5/4" x 10 reclaimed lumber. protect w/ sealant product stain color t.b.d.
- (8) Decorative post extension; 6 x 6 P.T. Post wrapped in reclaimed lumber. Secure decorative post to beam, (typ.) (see detail on sheet A-5)
- (10) Existing brick and stone walls to remain.
- (14) Remove existing porch walls. New 24" knee wall with railing and screen
- (15) Existing vinyl siding to be removed. Contractor to determine if existing wood sheathing is salvagable. Patch and repair as needed. Then apply 1 x 6, 8, & 10 reclaimed lumber board and Batten O/ Tyvex wrap. Battens to be 1 x 3.

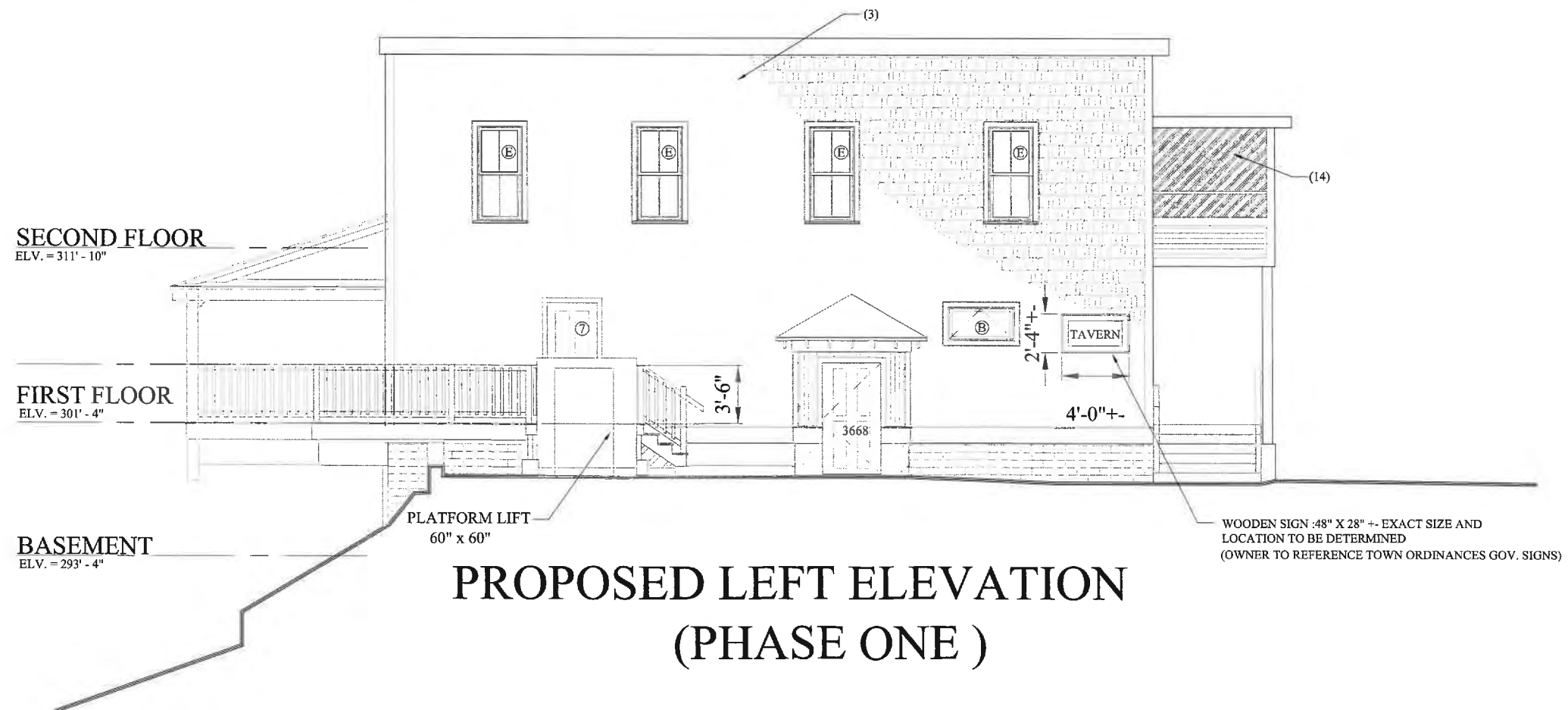
NOT FOR CONSTRUCTION

<p>16 CEDAR STREET CONTOOCOOK, NH. ZONING AND PLANNING SET</p>		<p>REAR &amp; RIGHT ELEVATIONS SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"</p>
<p>CHARLES HOYT DESIGNS Shingle Style Architecture P.O. BOX 526 New Beach, NH 03871 (603) 812-8016 charleshoymdesigns@hotmail.com</p>	<p>8-18-22</p>	<p>A1</p>





PROPOSED FRONT ELEVATION  
(PHASE ONE)

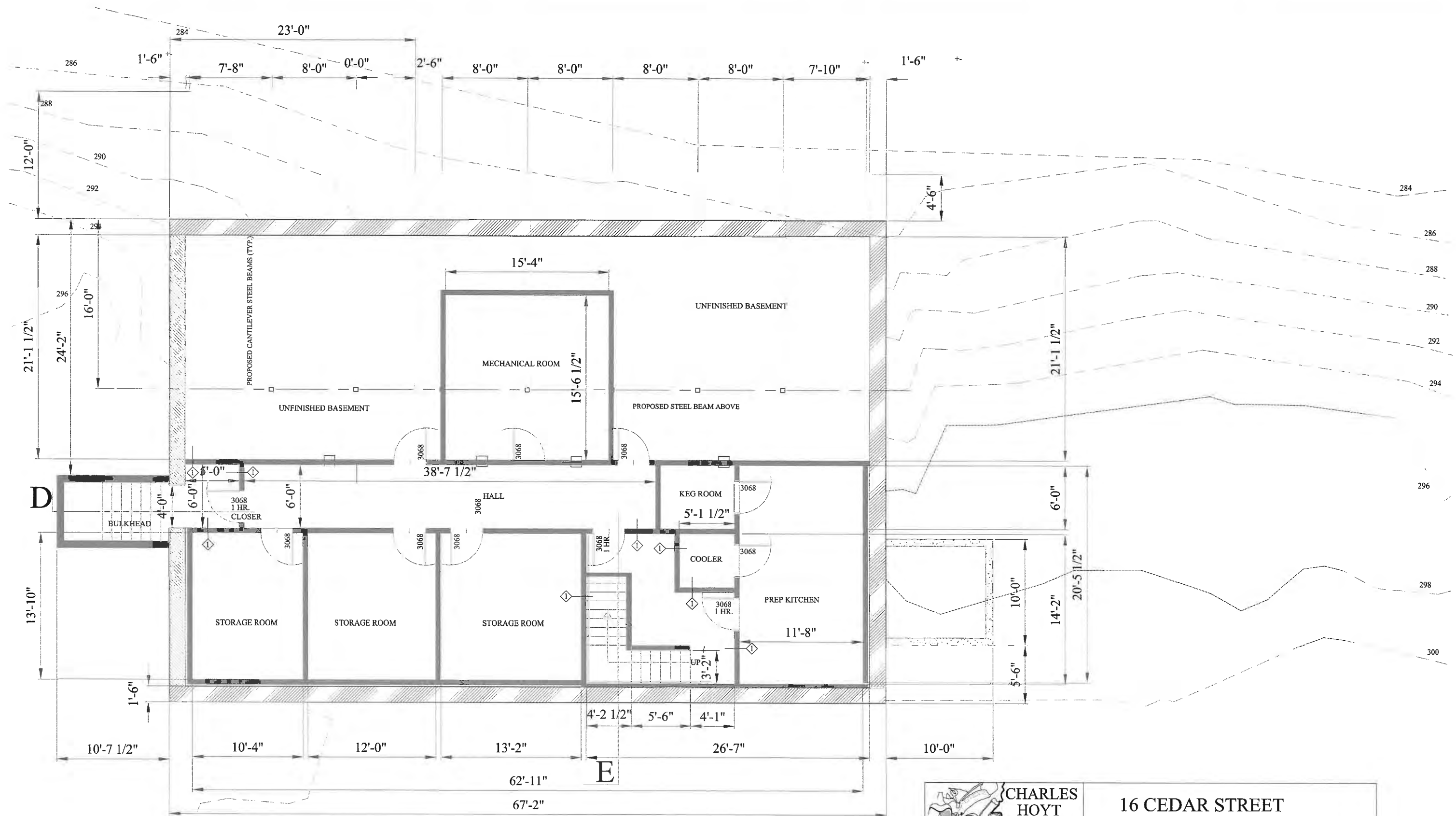


PROPOSED LEFT ELEVATION  
(PHASE ONE)

NOT FOR CONSTRUCTION


<p>16 CEDAR STREET CONTOOCOOK, NH. ZONING AND PLANNING SET</p>	<p>CHARLES HOYT DESIGNS Shingle Style Architecture P.O. BOX 526 887 Beach, NH 03871 (603) 812-8016 charleshoytdesigns@hotmail.com</p>
<p>FRONT &amp; LEFT ELEVATIONS SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"</p>	<p>8-18-22 A2</p>

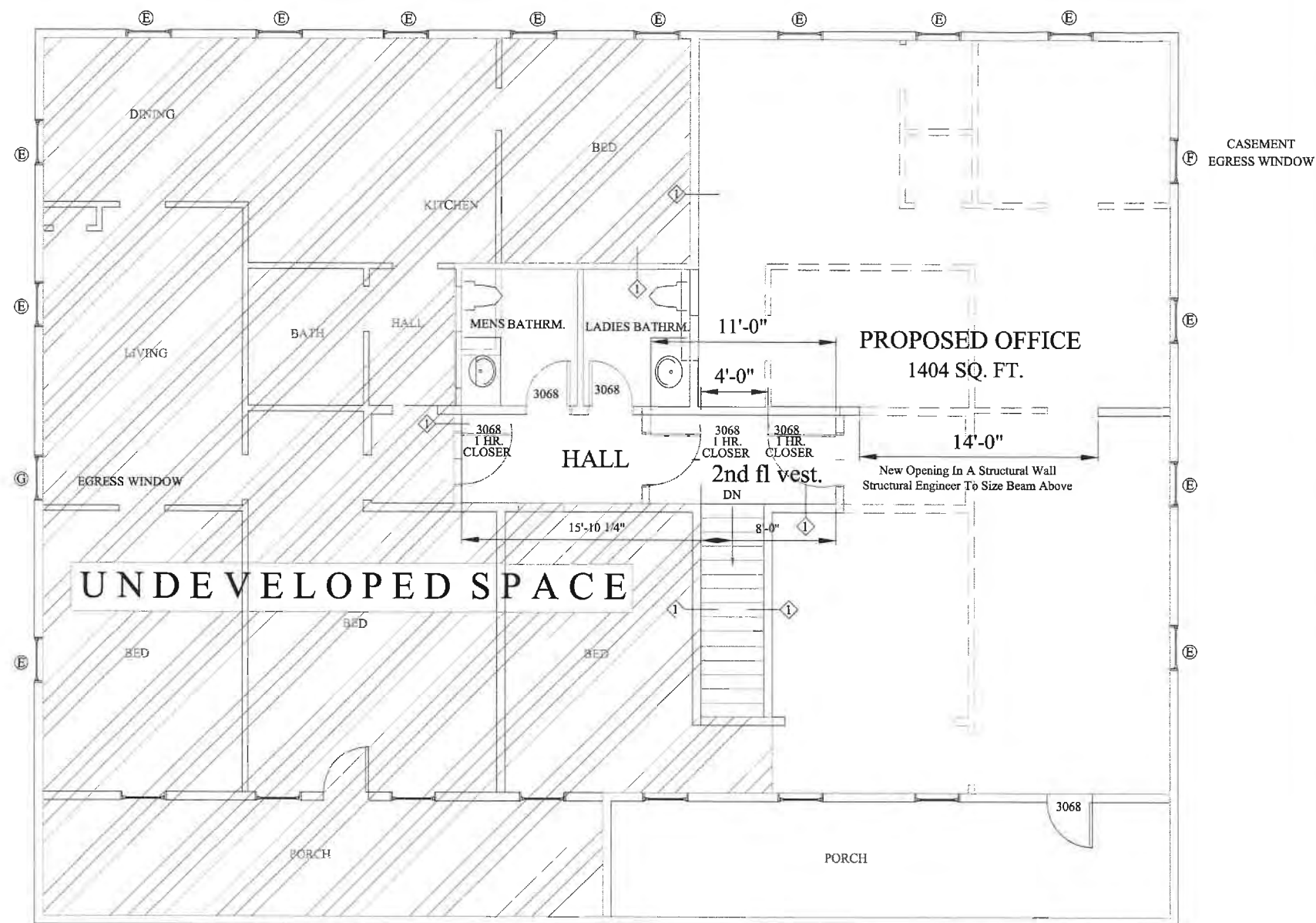




# PROPOSED BASEMENT

NOT FOR CONSTRUCTION

	<b>CHARLES HOYT DESIGNS</b> Shingle Style Architecture P.O. BOX 526 Rye Beach, NH. 03871 (603) 812-8016 charleshoymtdesigns@hotmail.com	<b>16 CEDAR STREET</b> <b>CONTOOCCOOK, NH.</b> <b>ZONING AND PLANNING SET</b>
	8-18-22	<b>A4</b>




DOOR SCHEDULE				
TAG	DESCRIPTION	ROUGH OPENING	UNIT NO.	NOTES
1	HINGED PATIO DOOR	6'-0" x 6'-10"	7282	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING - PANIC HARDWARE
2	HINGED PATIO DOOR	6'-0" x 6'-10"	7282	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING - PANIC HARDWARE
3	HINGED PATIO DOOR	6'-0" x 6'-10"	7282	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING
4	HINGED PATIO DOOR	6'-0" x 6'-10"	7282	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING
5	HINGED PATIO DOOR	6'-0" x 6'-10"	7282	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING
6	HINGED PATIO DOOR	2'-10 1/4" x 6'-10"	3482	PELLA ARCHITECT SERIES CLAD / WOOD TRADITIONAL HINGED PATIO IMPACT RESISTANT - OUT SWING - PANIC HARDWARE
7	ENTRY DOOR	3'-2 1/2" x 6'-10 1/4"	CT-60	JELD WEN SIX PANEL STEEL ENTRY DOOR IMPACT RESISTANT - OUT SWING
8	ENTRY DOOR	5'-2 1/2" x 6'-10 1/4"	(2)CT-60	JELD WEN SIX PANEL STEEL ENTRY DOOR IMPACT RESISTANT - OUT SWING

WINDOW SCHEDULE				
ALL WINDOWS: PELLA WOOD/CLAD ARCHITECT SERIES TRADITIONAL				
TAG	DESCRIPTION	ROUGH OPENING	UNIT NO.	NOTES
A	DOUBLEHUNG	3'-5 3/4" x 4'-11 3/4"	4159	
B	AWNING	3'-11 3/4" x 2'-1 3/4"	4725	
C				
D	AWNING	2'-11 3/4" x 2'-11 3/4"	3535	
E	DOUBLEHUNG	2'-5 3/4" x 5'-5 3/4"	2965	PELLA REPRESENTATIVE TO FIELD VERIFY EXISTING R.O. PRIOR TO PLACING ORDER
F	CASEMENT	2'-5 3/4" x 5'-5 3/4"	2965	PELLA REPRESENTATIVE TO FIELD VERIFY EXISTING R.O. PRIOR TO PLACING ORDER

EXISTING SECOND FLOOR

LEGEND	
EXISTING	=====
DEMO.	-----
PROPOSED	=====

NOT FOR CONSTRUCTION



CHARLES  
HOYT  
DESIGNS

Shingle Style Architecture

P.O. BOX 526  
Rye Beach, NH. 03871  
(603) 812-8016  
charleshoyt@hotmail.com

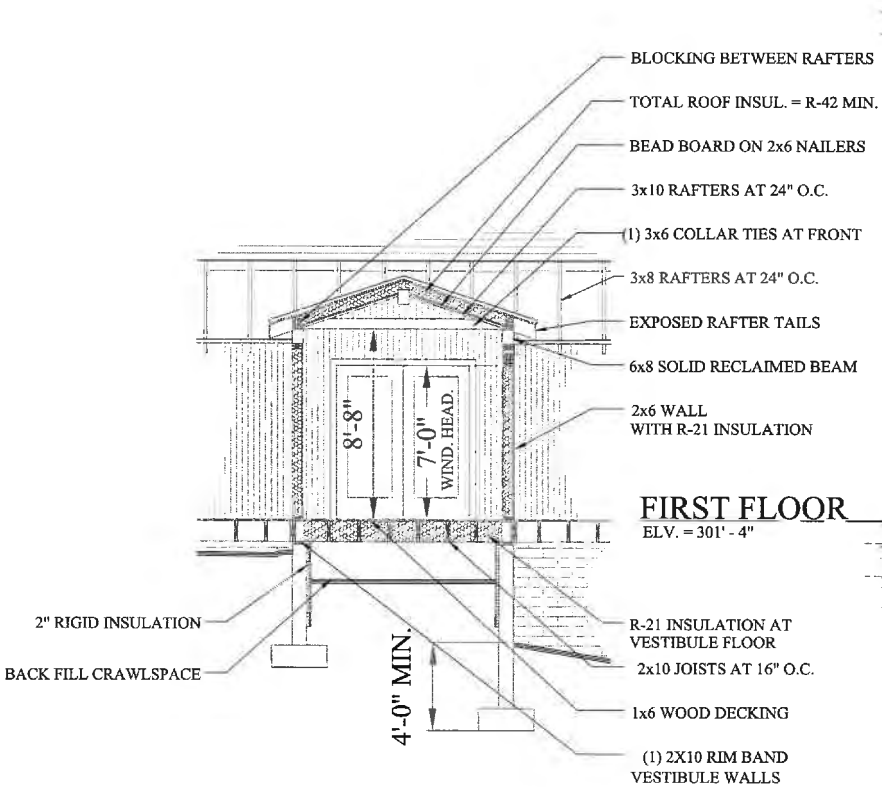
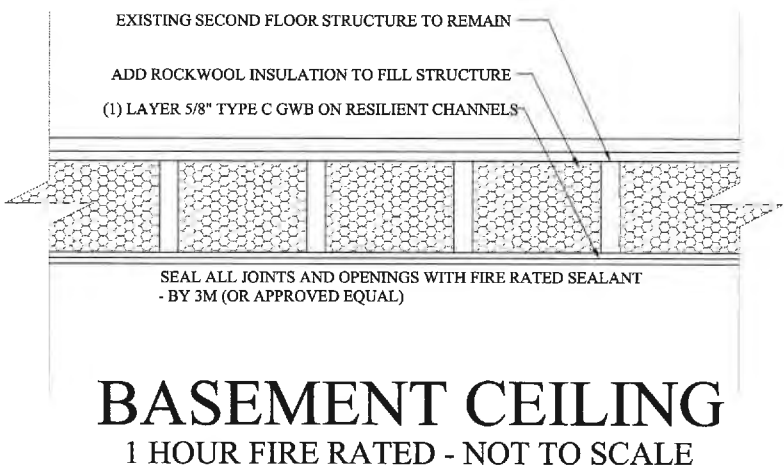
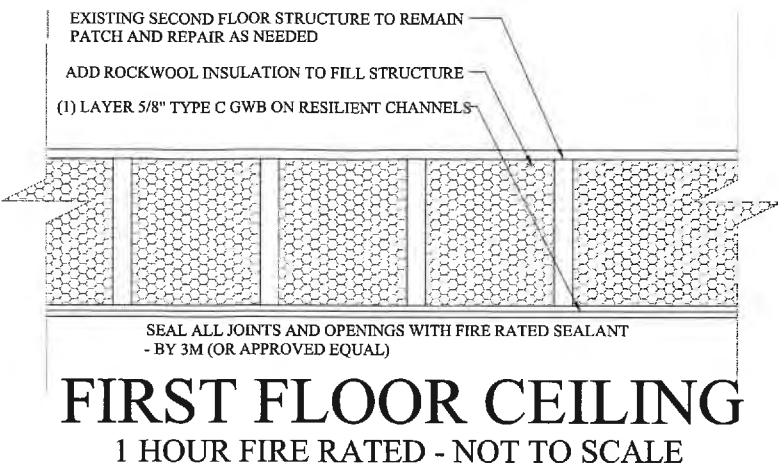
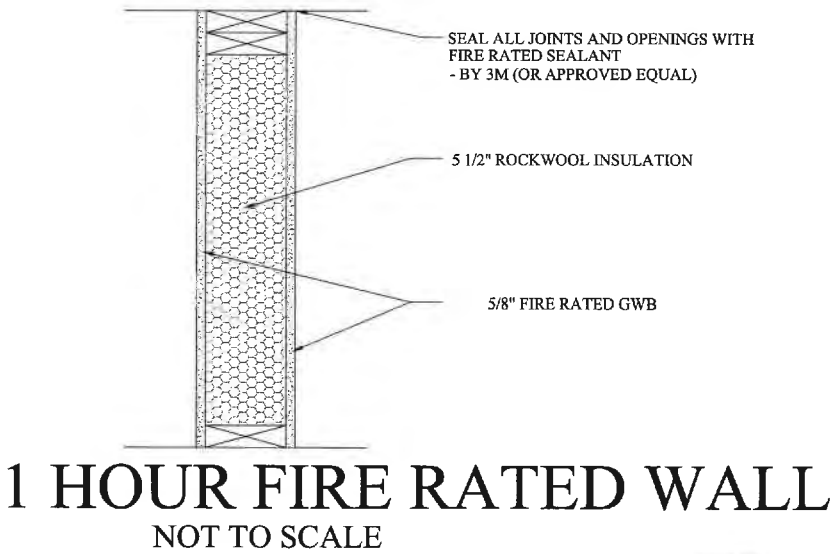
16 CEDAR STREET  
CONTOOCOOK, NH.  
ZONING AND PLANNING SET

SECOND FLOOR  
SCALE: 1/4"=1'-0" on 24" x 36"  
SCALE: 1/8"=1'-0" on 11" x 17"

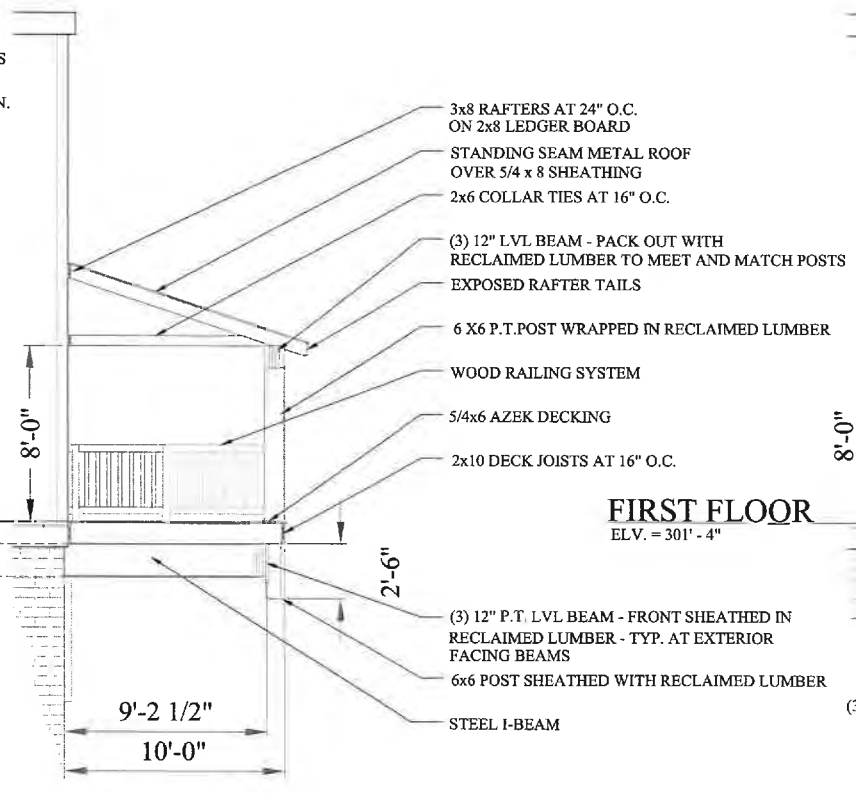
8-18-22

A5

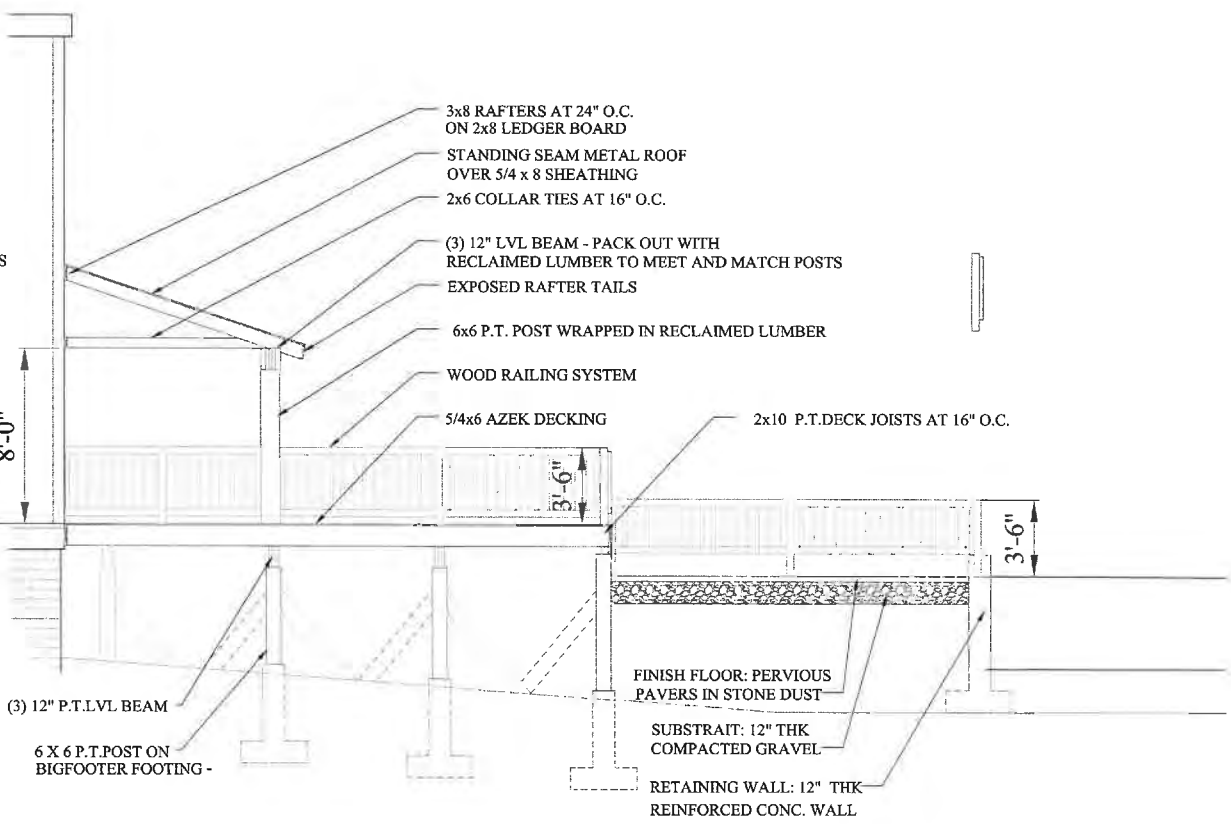




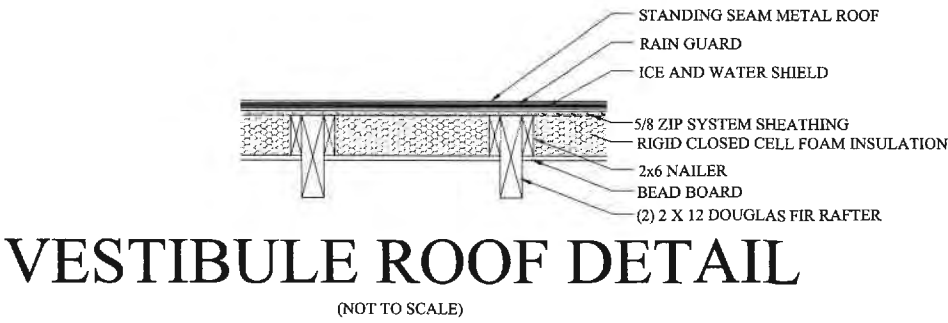
SECTION C




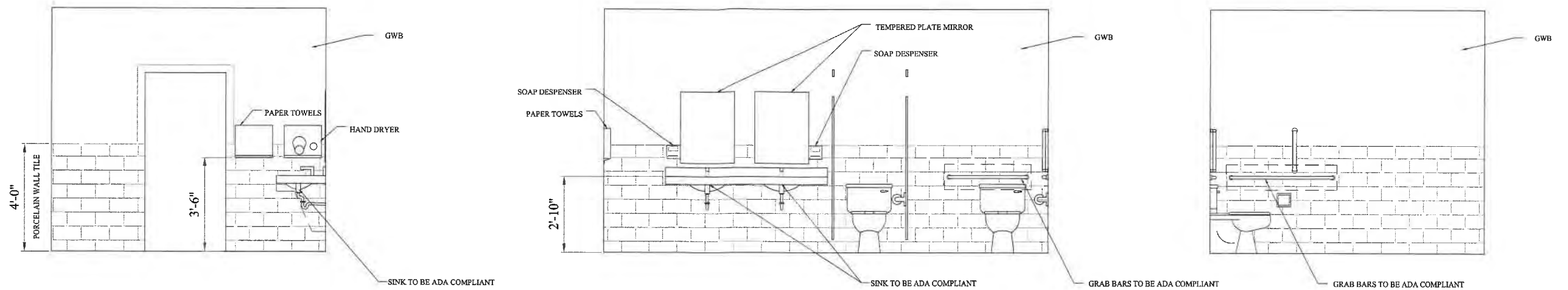
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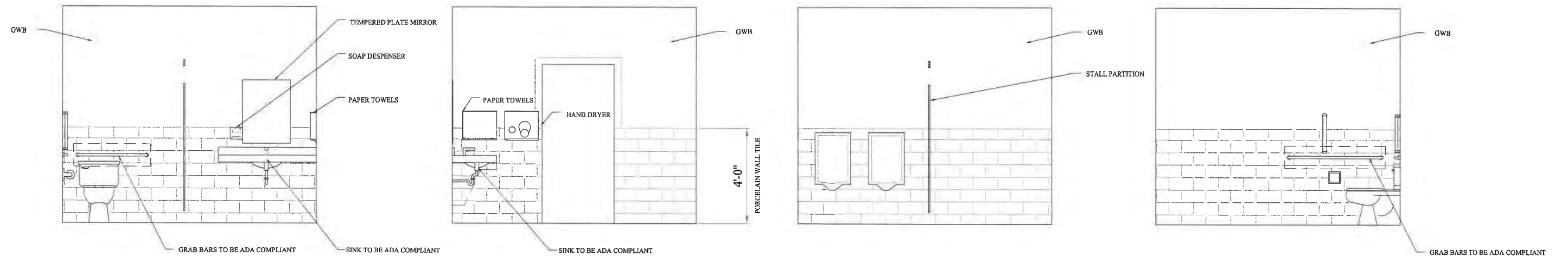
SECTION A



 <p><b>CHARLES HOYT DESIGNS</b> Shingle Style Architecture P.O. BOX 526 Rye Beach, NH. 03871 (603) 812-8016 charleshoymtdesigns@hotmail.com</p>		<p><b>16 CEDAR STREET CONTOOCOOK, NH. ZONING AND PLANNING SET</b></p>
<p>8-18-22</p>	<p><b>A6</b></p>	<p>SECTIONS SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"</p>



WOMEN'S RESTROOM ELEVATION

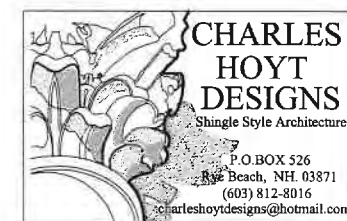


MEN'S RESTROOM ELEVATION

## SPECIFICATIONS:

- TOILET: American Standard Cadet  
1.1 gpf Pressure Ass. Elongated Toilet (White)
- SINK: American Standard Aqualyn  
Countertop Sink W/ 8" Faucet Holes (White Typ.)
- FAUCET: American Standard Portsmouth Suite  
2 Handle 8" Widespread High Arc W/ Level Handles  
Finish: Polished Chrome (Typ.)
- VANETY: Formica High Pressure Laminate  
Matte Finish Color: Creme Quarstone.  
O/ 3/4" Plywood. Support Top W/ Adequate Brackets  
(Three In Total, At Each End and At Mid Span).
- TILE FLOOR: SEE ROOM FINISH SCHEDULE

- TILE WALL: SEE ROOM FINISH SCHEDULE
- GYPSUM BOARD WALL: 1/2" XP Purple Moisture Resistant Gypsum Board  
Painted W/ Benjamin Moore Paints Color: White Dove.
- DOOR W/ TRIM: Solid Core Masonite Flush Door  
W/ 1 x 3 Colonial Trim (To Match Existing) Typ.
- DOOR HARDWARE:  
ADA accessible door handles.
- WALL STRUCTURAL:  
Solid Blocking At Grab Bars, Paper Towel Dispensers,  
Toilet Paper Dispenser, and all wall mounted fixtures



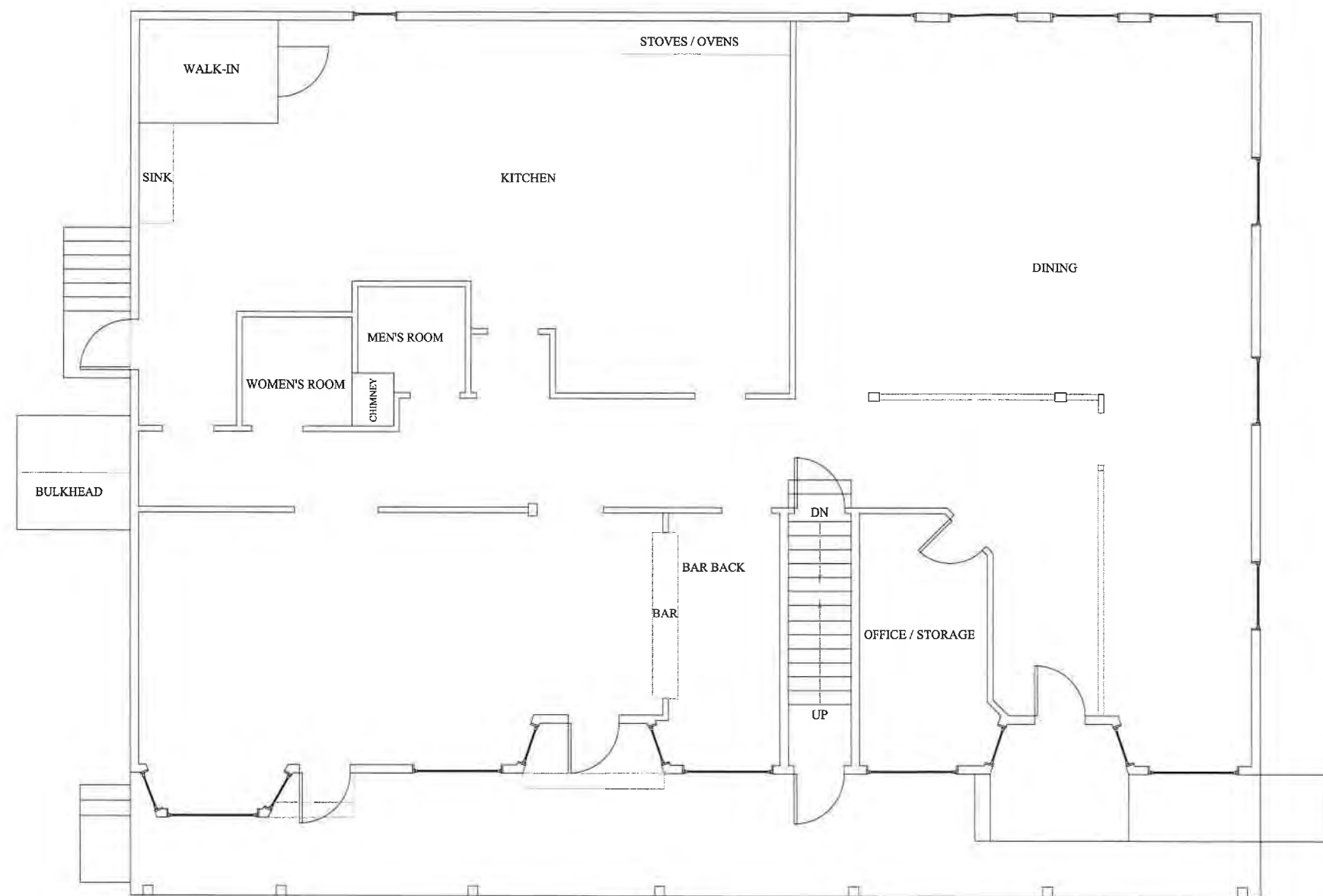
8-18-22

A8


16 CEDAR STREET  
CONTOOCOOK, NH.  
ZONING AND PLANNING SET

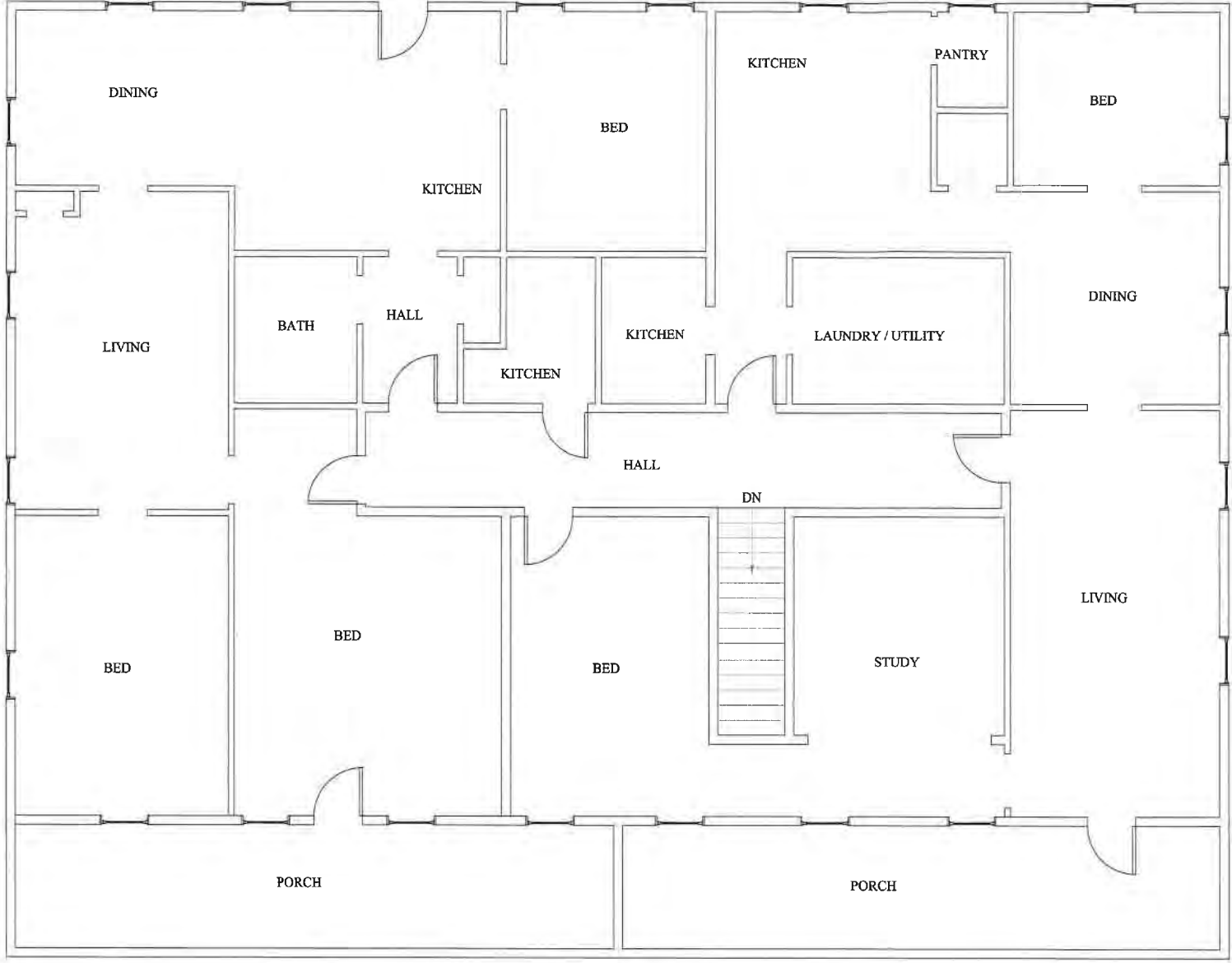
RESTROOM ELEVATIONS  
SCALE: 1/2"=1'-0" on 24" x 36"  
SCALE: 1/4"=1'-0" on 11" x 17"

NOT FOR CONSTRUCTION




EXISTING FIRST FLOOR

 <p><b>CHARLES HOYT DESIGNS</b> Shingle Style Architecture P.O. BOX 526 Rye Beach, NH. 03871 (603) 812-8016 charleshoymtdesigns@hotmail.com</p>	<p><b>16 CEDAR STREET CONTOOCOOK, NH.</b></p>	
<p>8-18-22</p>	<p><b>E1</b></p>	<p><b>EXISTING FIRST FLOOR</b> SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"</p>



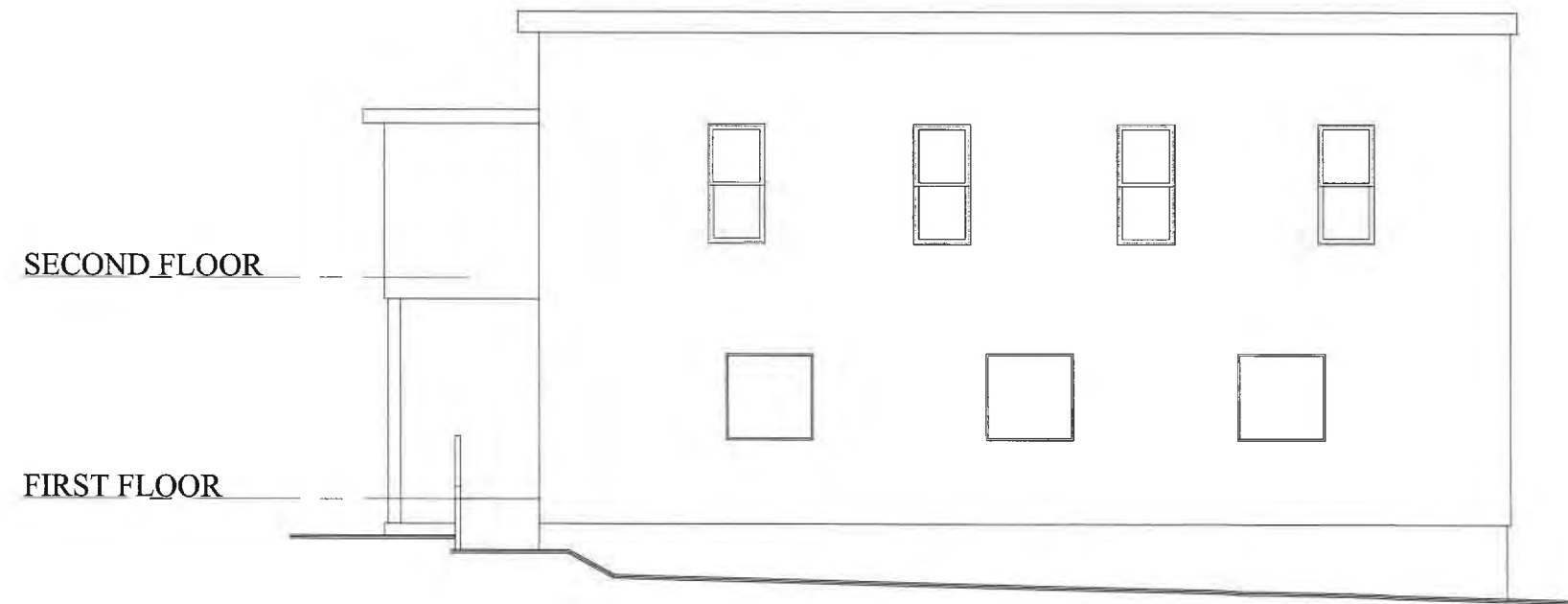
EXISTING SECOND FLOOR

 <div>CHARLES HOYT DESIGNS <small>Shingle Style Architecture</small> <small>P.O. BOX 526 Rye Beach, NH 03871 (603) 812-8016 charleshoymdesigns@hotmail.com</small></div>		16 CEDAR STREET CONTOOCOOK, NH.
8-18-22	E2	EXISTING SECOND FLOOR SCALE: 1/4"=1'-0" on 24" x 36" SCALE: 1/8"=1'-0" on 11" x 17"






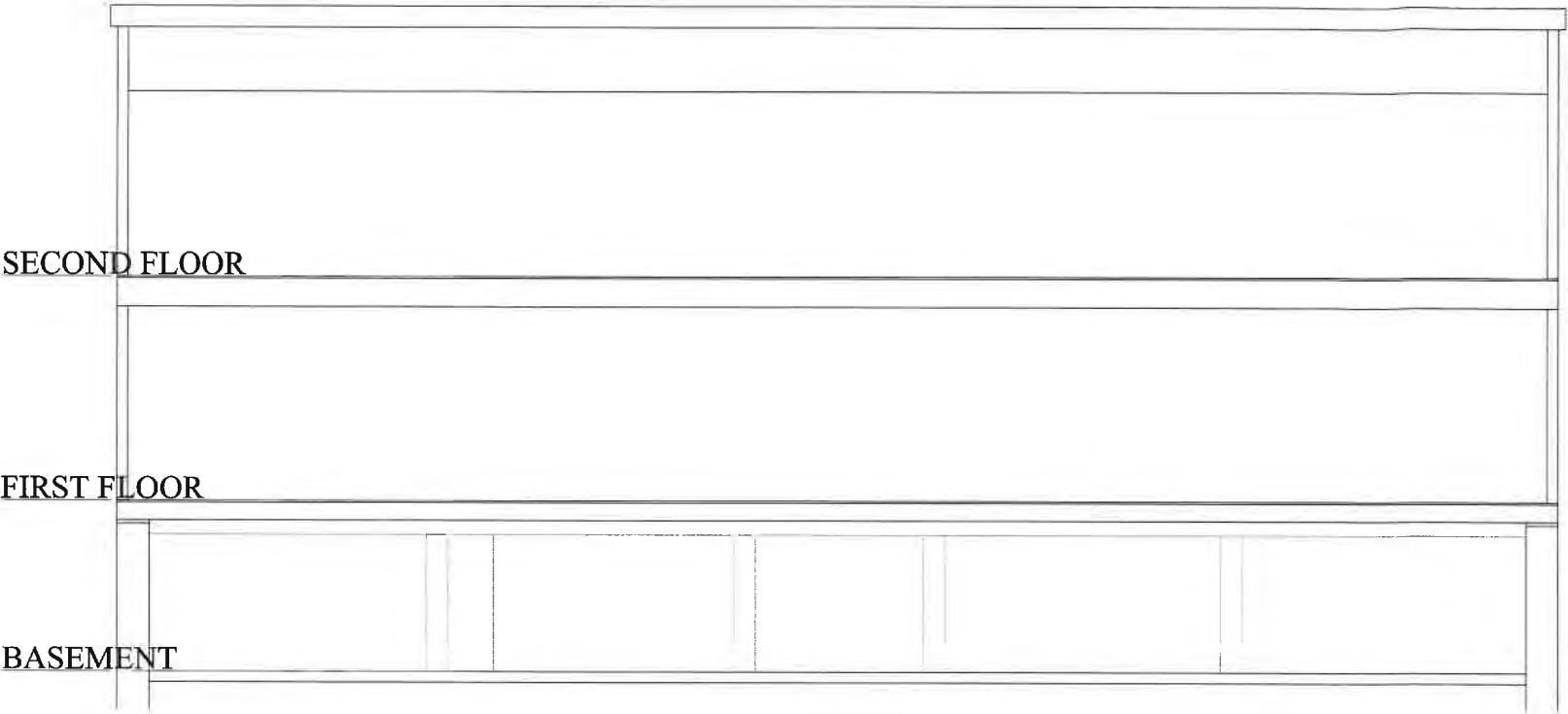
BASEMENT ———— **EXISTING FRONT ELEVATION**



BASEMENT ———— **EXISTING RIGHT ELEVATION**

	<b>CHARLES HOYT DESIGNS</b> <small>Shingle Style Architecture</small> <small>P.O. BOX 526 Rye Beach, NH. 03871 (603) 812-8016 charleshoymtdesigns@hotmail.com</small>	<b>16 CEDAR STREET CONTOOCOOK, NH.</b>
8-18-22	<b>E3</b>	

**EXISTING FRONT/RIGHT ELEVATION**  
 SCALE: 1/4"=1'-0" on 24" x 36"  
 SCALE: 1/8"=1'-0" on 11" x 17"

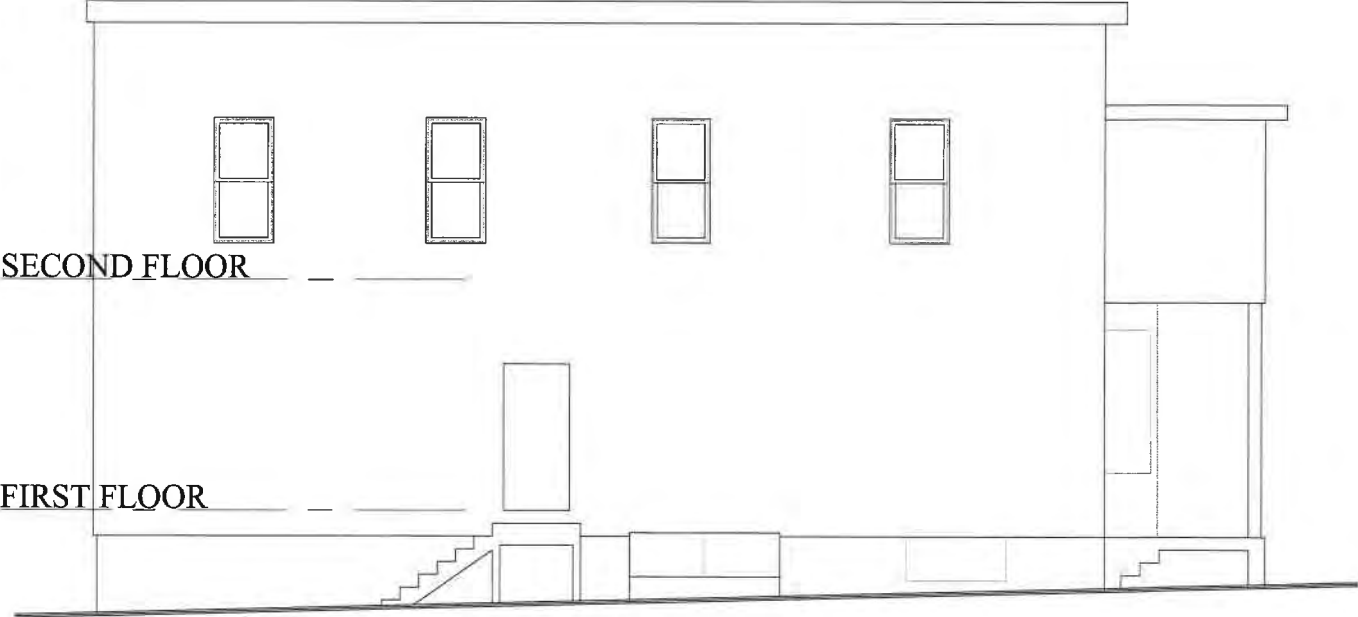


SECOND FLOOR

FIRST FLOOR

BASEMENT

EXISTING SECTION

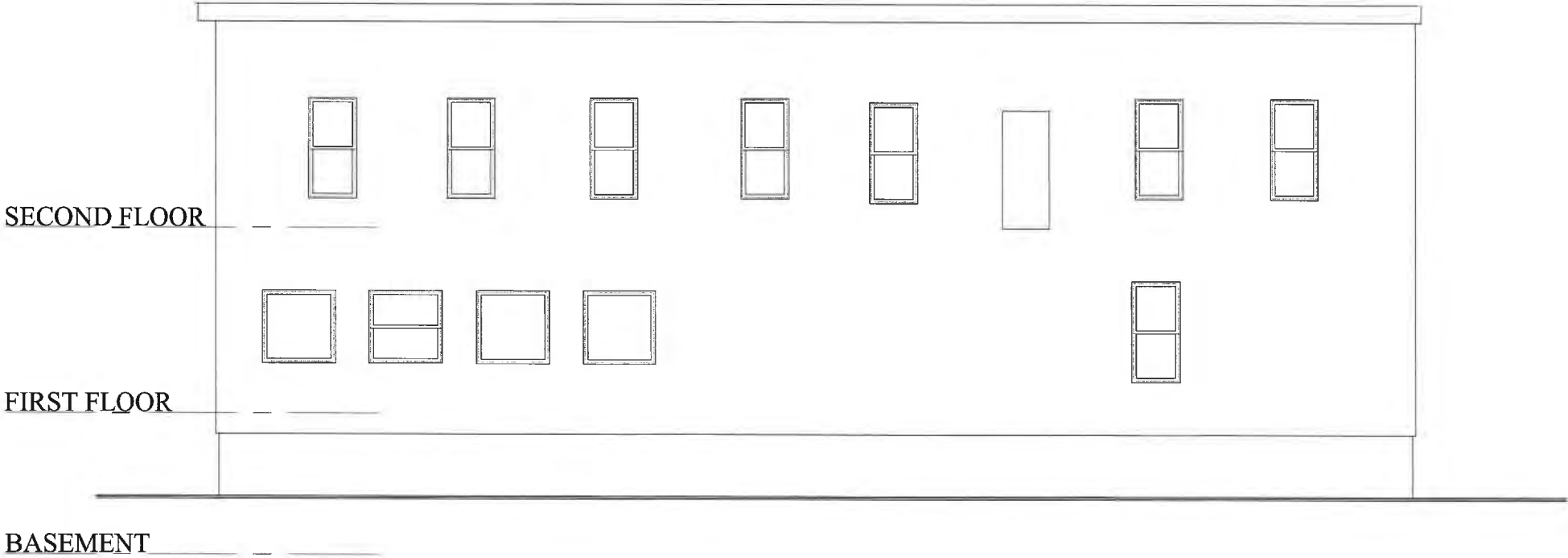


SECOND FLOOR

FIRST FLOOR

BASEMENT

EXISTING LEFT ELEVATION



SECOND FLOOR

FIRST FLOOR

BASEMENT

EXISTING REAR ELEVATION



CHARLES  
HOYT  
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charleshoymdesigns@hotmail.com

16 CEDAR STREET  
CONTOOCOOK, NH.

EXISTING REAR/LEFT ELEVATION  
SCALE: 1/4"=1'-0" on 24" x 36"  
SCALE: 1/8"=1'-0" on 11" x 17"

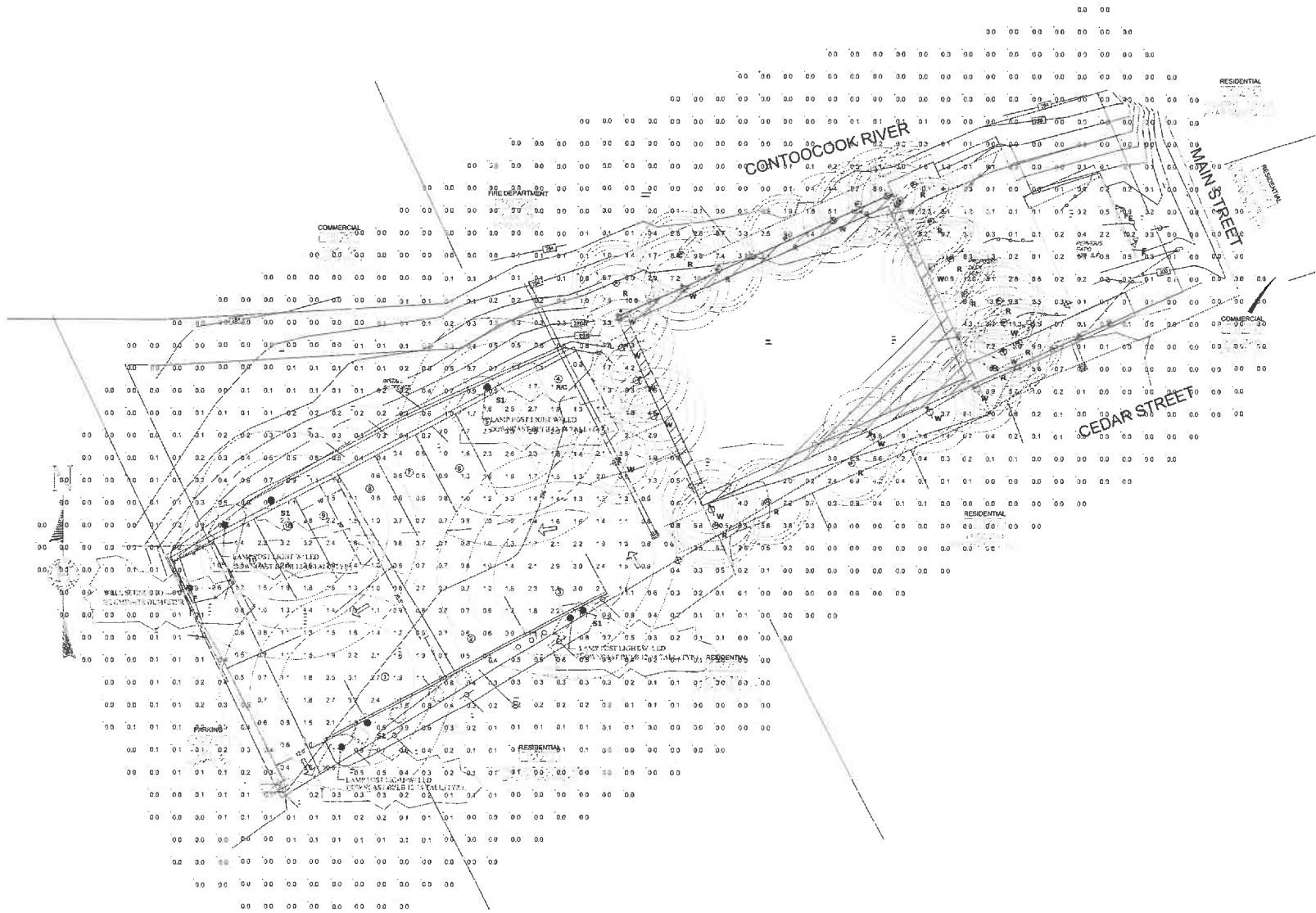
8-18-22

E4



16 CEDAR ST - CONTOOCOOK  
Site Lighting Layout

Designer  
Heidi G. Connors  
Visible Light, Inc.  
24 Stickney Terrace  
Suite 6  
Hampton, NH 03842  
Date  
08/18/2022  
Scale  
1"=16'  
Drawing No.  
Summary



Plan View  
Scale - 1" = 16'

Schedule											
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Filename	Lumens per Lamp	LLF	Wattage	Distribution
	F	5	Lithonia Lighting	ESXF1 ALO SWW2 KY DDB	ESXF1 LED Flood; mounted at 6ft	LED	ESXF1_ALO(1_500L)_SWW2(3000K)_KY_D DB.ies	1467	0.9	9.12	7 X 7
	R	15	Lithonia Lighting	LDN4 30/10 LO4AR LD MVOLT EZ1	4IN LDN Downlight; mounted at 10ft	LED	LDN4_30_10_L O4AR_LD.ies	922	0.9	10.58	DIRECT, SC-0=1.04, SC-90=1.06
	S1	4	Lithonia Lighting	RADPT P1 30K ASY MVOLT PT4 HS DBLXD with RSS 12 4B PT DBLXD	RADEAN Post-Top with P1 3000K Asymmetric distribution with house-side shield	LED	RADPT_P1_30 K_ASY_HS.ies	2720	0.9	25.4134	TYPE IV, VERY SHORT, BUG RATING: B1 - U2 - G2
	W	16	Tech Lighting	7000WASHL93008 CHUNV	Ash Wall Sconce; mounted at 7ft	LED	103017649CHI-057 GB 7000WASHH9 308CZUNVS.ies	1164	0.4	17.9	

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Outside of Parking Lot	+	0.7 fc	15.6 fc	0.0 fc	N/A	N/A
Parking Lot	+	1.4 fc	3.8 fc	0.3 fc	12.7:1	4.7:1