



TOWN OF RAYMOND

Planning Board Agenda

July 1, 2021

7:00 p.m. - Raymond High School

Media Center - 45 Harriman Hill

Application # 2021-010, 2021-004, 2021-008-009

ETHICS TRAINING

Public Announcement

*If this meeting is canceled or postponed for any reason the information can be found on our website, posted at Town Hall, Facebook Notification, and RCTV. **

1. Public Meeting

ETHICS TRAINING

- a) **Application # 2021-010:** A site plan application and a conditional use permit has been submitted by Panciocco Law, LLC on behalf of Tom & Dee's Auto Sales, LLC, for property identified as Raymond Tax Map 22/ Lot 35 located at 39 Old Manchester Road within Zone C1. The applicant is proposing a used auto dealership. - **TO BE CONTINUED**
- b) **Application #2021-004:** A Site Plan application along with a Special Permit Application has been submitted by Joe Coronati on behalf of Mareld Co. Inc. for properties identified as Raymond Tax Map 28-4/ Lot 12 and Map 29 Lot 2, located at 4 Freetown Road, Raymond NH, 03077, and both are within Zone C1. The intent of the applicant is to consolidate both lots and then subdivide into four (4) commercial lots with Town water and onsite septic and construct a 24' wide private access road with associated drainage and utilities. - **TO BE CONTINUED**
- c) **Application #2021-008:** An application for a two-lot subdivision has been submitted by Roscoe Blaisdell on behalf of Louise Lewis for property identified as Raymond Tax Map 34/ Lot 7, located at 324 Route 27 within Zone C1. The applicant is proposing to subdivide one lot of 3 +/- acres into two lots.
- d) **Application #2021-009:** An application for a 2-unit condominium subdivision has been submitted by Scott Frankiewicz of NH Land Consultants on behalf of Noble Homes, LLC for property identified as Raymond Tax Map 18/Lot 17, located at 82A Prescott Road within Zone B.

2. Approval of Minutes

- 05/18/2021 Site walk
- 06/17/2021

3. Public Comment

* Note: If you require personal assistance for audio, visual or other special aid, please contact the Selectmen's Office at least 72 hours prior to the meeting. If this meeting is postponed for any reason, it will be held at a time July 15, 2021.



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Planning Board Agenda

July 1, 2021

7:00 p.m. - Raymond High School

Media Center - 45 Harriman Hill

Application # 2021-010, 2021-004, 2021-008-009

ETHICS TRAINING

4. Other Business

- Staff Updates – Non meeting with Legal
- Board Member Updates
- Any other business brought before the board

- **Adjournment (NO LATER THAN 10:00 P.M.)**

Planning Board Meeting Dates 2021	
Submittal Deadline for Completed Application & Materials	Planning Board Meeting Dates (1st & 3rd Thursdays of the Month)
June 03, 2021	July 01, 2021 Lewis Subdiv., & Noble Homes Tom & Dee's Auto, Mareld
June 17, 2021	July 15, 2021 Mareld & Grants & Mountain Rd. Solar Ordinance Flag Lots
July 01, 2021	August 05, 2021 Tom & Dee Auto & Old Ham
July 15, 2021	August 19, 2021
August 05, 2021	September 02, 2021
August 19, 2021	September 16, 2021
September 02, 2021	October 07, 2021
September 16, 2021	October 21, 2021
October 07, 2021	November 04, 2021
October 21, 2021	November 18, 2021
November 04, 2021	December 02, 2021
November 18, 2021	December 16, 2021

* Note: If you require personal assistance for audio, visual or other special aid, please contact the Selectmen's Office at least 72 hours prior to the meeting. If this meeting is postponed for any reason, it will be held at a time July 15, 2021.

RE: July 1 PH

Pat Panciocco <Pat@panciocolaw.com>

Thu 6/24/2021 5:09 PM

To: Christina McCarthy <cmccarthy@raymondnh.gov>

Cc: Planning Department <planningdept@raymondnh.gov>; Steven M. Whitley <SWhitley@dwmlaw.com>

Hi Christina,

Yes, we are good with August 5. Thank you for your help.

Should I assume no one needs to be there and the PB will be okay with this? I have also copied Steve Whitley in the event he needs to let Joe know about this as to the ZBA appeal.

Please let me know if someone needs to be there,

Pat

Panciocco Law, LLC

1 Club Acre Lane

Bedford, NH 03110

Pat@Panciocolaw.com

(603) 518-5370

From: Christina McCarthy [mailto:cmccarthy@raymondnh.gov]

Sent: Thursday, June 24, 2021 4:52 PM

To: Pat Panciocco <Pat@panciocolaw.com>

Cc: Planning Department <planningdept@raymondnh.gov>

Subject: Re: July 1 PH

Pat,

Any decision on the date change? We will need to know so I can get the packets out.

Christina McCarthy

Tax Collector

Town of Raymond

4 Epping Street

Raymond NH 03077

603-895-7016

cmccarthy@raymondnh.gov

To be the BEST, you must be able to handle the WORST

From: Pat Panciocco <Pat@panciocolaw.com>
Sent: Thursday, June 24, 2021 11:39 AM
To: Christina McCarthy <cmccarthy@raymondnh.gov>
Subject: July 1 PH

Hi Christina,

I have a conflict on July 1. Would it be possible to move us out to the 15th?

Panciocco Law, LLC
1 Club Acre Lane
Bedford, NH 03110
Pat@Panciocolaw.com
(603) 518-5370

Total Control Panel

[Login](#)

To: cmccarthy@raymondnh.gov [Remove this sender from my allow list](#)

From: pat@panciocolaw.com

You received this message because the sender is on your allow list.



TRANSMITTAL:

Date: 6-3-2021

To: Town of Raymond
Planning Department
4 Epping Street
Raymond, NH 03077

Re: Condominium Subdivision on Tax Map 18 Lot 17, Nobel Homes, LLC (Shane Carter), 82A Prescott Road, Raymond, NH 03077

The following items are enclosed:

- Application, checklist and fees
- 10 Sets of 11"x17" plans
- 6 Sets of 22" x 34" plans
- Copies of approved septic designs (1 design per unit)
- Copy of approved driveway permit
- Draft Condominium Documents

Sincerely,
Scott R. Frankiewicz, LLS



SUBDIVISION APPLICATION

Town of Raymond NH

Map # 18 Lot # 17 Application Date 6-3-2021 Application # _____

Project Name: 82A Prescott Road Condominium Subdivision

Location: 82A Prescott Road

Project Description: 2 unit condominium subdivision

Zone: B New Industrial / Commercial Square Footage: N/A or Number of Residential Units: 2

Applicant/Agent Information:

Name: Shane Carter Phone: 603-303-7206

Company: Noble Homes, LLC Fax: NA

Address: P.O. Box 185, Deerfield, NH 03037

Signed*:  Date: 6/2/2021

****Requires notarized letter of permission.***

By signing this application, you are agreeing to all rules and regulations of the Town of Raymond, and are agreeing to allow agents of the Town of Raymond to conduct inspections, during normal business hours to ensure compliance with all Raymond Zoning and Site Review regulations while your application is under consideration and during any construction and operational phases after approval is granted.

Owner Information:

Name: Same as applicant/agent Phone: _____

Company: _____ Fax: _____

Address: _____

Signed: _____ Date: _____

Designers of Record:

Engineer: N/A

Surveyor: New Hampshire Land Consultants, PLLC (Scott Frankiewicz)

Soil Scientist: West Environmental (Mark West)

Landscape Architect: N/A

Fees: See Attached Fee Schedule

FOR OFFICE USE ONLY

Date Application Received: _____ Total Fees Collected with Application: \$ _____ *Abutters*

List Received: _____ Check List Received: _____

PB Hearing Date: _____ Notice Date: _____

PB Application Acceptance Date: _____



Subdivision Checklist

TOWN OF RAYMOND, NH

PROJECT NAME 82A Prescott Road Condominium Subdivision

MAP# 18 LOT # 17 APPLICATION DATE 6-3-21 APPLICATION # _____

This checklist can be used for either a major or minor subdivision. For a minor subdivision, several of the items would likely be waived by the Planning Board due to lack of relevancy (e.g., topographic or soils data) The Board, however, reserves the right to require that all items be met if, in its judgment, the data are necessary to make an informed decision.

A copy of all plans and technical reports must be sent to the Town engineer. Proof of submittal must be provided to the Community Development Department at the time of application. If proof of transmittal is not provided, the application may be delayed until the following month's Planning Board meeting. Address is: Dubois & King, 18 Constitution Dr., Bedford NH 03110, ATTN: Jeff Adler.

SUBMITTED			WAIVED	
YES	NO		YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Name of subdivision; name and address of subdivider.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Name, license number and seal of surveyor or other persons north arrow, scale and date of plan.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Names and addresses of all abutters and all holders of conservation preservation or agricultural preservation easements (on the plat or on separate sheet.)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Locus plan, showing zoning designations	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Signature block for Planning Board endorsement.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Names of abutting subdivisions, streets, driveways, easements, building lines, parks/public spaces, notation of use of abutting land, and similar facts regarding abutting properties.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Boundary survey and location of permanent markers.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Location of property lines, lot areas in square feet and acres; lots numbered According to Town tax map system.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Location and amount of frontage on public right-of-way	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Location of building setback lines.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Existing and/or proposed buildings, other structures.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Location of any existing or proposed easements, land to be dedicated to public use.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Existing and proposed water mains, culverts, drains, sewers; proposed connections or alternative means of providing water supply and sewage disposal.	<input type="checkbox"/>	<input type="checkbox"/>



Subdivision Checklist

TOWN OF RAYMOND, NH

SUBMITTED			WAIVED	
YES	NO		YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Existing and proposed streets, with names, classification, width of travel surface and rights-of-way.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Final road profiles, centerline stationing, cross sections.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Location and width of existing and proposed driveways.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Location of all surface water, wetlands, rock ledges, stone walls, open space to be preserved, and any other man-made or natural features.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. Existing and proposed topographic contours.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Soil and wetland delineation. <i>(see: requirements for soils and wetlands data)</i> .	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Location of perc tests, test results, outline of 4,000 area, applicable septic square-foot septic setback lines.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	21. Location of existing and proposed wells, with required radius on property.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22. Base flood elevations.	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. Plans for stormwater management and erosion control.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24. Copy of state subdivision approval for septic system. State subdivision Pending	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	25. Alteration of Terrain Permit. (Under 100,000 sq ft of disturbance)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Town or DOT Driveway Permit	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	27. Copies of any proposed or existing easements, deed restrictions, covenants, and street deeds.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	28. Such additional studies as may be required. No known additional studies required	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	29. Six (6) full-size copies of all plans and ten (10) copies of all plans in 11 X 17 format, and digital copy of plans. *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	30. Three (3) copies of all studies* No known additional studies required	<input type="checkbox"/>	<input type="checkbox"/>
FEES				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Application Fees		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Abutters Notice Fees (to include three (3) labels per abutter)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Engineering and Legal Review Escrow N/A		

Owner of Record

Noble Homes, LLC
Shane Carter
P.O. Box 185
Deerfield, NH 03037

Abutters

Tax Map 18 Lot 16
John Janelli
82 Prescott Road
Raymond, NH 03077

Tax Map 18 Lot 8
Mark & Diane Van Coppenolle
81 Prescott Road
Raymond, NH 03077

Tax Map 18 Lot 3-19
Albert & Joyce Witham
131 Olde Canterbury Road
Raymond, NH 03077

Tax Map 18 Lot 1-76
Mathew Albert & Tara Cantelli
16 Falcone Circle
Hampton, NH 03842

Tax Map 18 Lot 1-75
Brian Demyanovich
672 Londonderry Turnpike
Auburn, NH 03032

Tax Map 18 Lot 1-74
George Gorman
85 Prescott Road
Raymond, NH 03077

Professionals

New Hampshire Land Consultants, PLLC

Scott R. Frankiewicz, LLS

683C First NH Turnpike

Northwood, NH 03261

West Environmental, Inc.

Mark West, CWS

48 Stevens Hill

Nottingham, NH 03290



label size 1" x 2 5/8" compatible with Avery®5160/8160
Étiquette de format 25 mm x 67 mm compatible avec Avery®5160/8160

Noble Homes, LLC
P.O. Box 185
Deerfield, NH 03037

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P.O. Box 185
Deerfield, NH 03037

Noble Homes, LLC
P.O. Box 185
Deerfield, NH 03037

John Janelli
82 Prescott Road
Raymond, NH 03077

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82 Prescott Road
Raymond, NH 03077

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82 Prescott Road
Raymond, NH 03077

Mark & Diane Van Coppenolle
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Mathew Albert & Tara Cantelli
16 Falcone Circle
Hampton, NH 03842

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85 Prescott Road
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label size 1" x 2 5/8" compatible with Avery®5160/8160
Étiquette de format 25 mm x 67 mm compatible avec Avery®5160/8160



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

**APPROVAL FOR CONSTRUCTION
 OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS)**

AS AUTHORIZED BY THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES, WATER DIVISION PURSUANT TO RSA 485-A, WATER POLLUTION AND WASTE DISPOSAL AND ENV-WQ 1000, SUBDIVISION AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM DESIGN RULES.

APPLICATION APPROVAL DATE: 1/15/2021

APPROVAL NUMBER: eCA2021011506

I. PROPERTY INFORMATION

Address: 82-1 PRESCOTT ROAD
 RAYMOND NH 03077
Subdivision Approval No.: ESA2021011502
Subdivision Name: NORTON
County: ROCKINGHAM
Tax Map/Lot No.: 18/17

II. OWNER INFORMATION

Name: SHANE - CARTER
Address: NOBLE HOMES, LLC
 P.O. BOX 185
 P.O.
 DEERFIELD NH 03037

III. APPLICANT INFORMATION

Name: SCOTT R FRANKIEWICZ
Address: 26 CORBETT RD
 BARRINGTON NH 03825

IV. DESIGNER INFORMATION

Name: SCOTT R FRANKIEWICZ
Address: 26 CORBETT RD
 BARRINGTON NH 03825
Permit No.: 01348

V. SPECIFIC TERMS AND CONDITIONS: Applicable to this Approval for Construction

A. TYPE OF SYSTEM: ENVIROSEPTIC

B. NO. OF BEDROOMS: 3

C. APPROVED FLOW: 450 GPD

D. OTHER CONDITIONS AND WAIVERS:

1. Approved for Unit # 1 for a 3-bedroom; total flow 450 GPD.
2. Both units are to remain in common ownership. If units are sold separately, a subdivision approval is required to create condominiums [all requirements in Env-Wq 1000 must be met for the subdivision approval].
3. This approval is valid for 4 years from date of approval, per Env-Wq 1004.13.
4. If construction on this lot involves dredge or fill in a jurisdictional wetland or stream, DES Wetlands Bureau approval is required prior to construction per RSA 482-A.
5. No waivers have been approved.

Taylor L. Walter
 Subsurface Systems Bureau

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 Fax: (603) 271-6683 TDD Access: Relay NH 1-800-735-2964

VI. GENERAL TERMS AND CONDITIONS: Applicable to all Approvals for Construction

- A. This Approval for Construction is issued to construct the ISDS as identified on Page 1 of this Approval.
- B. This Approval is valid until 1/15/2025, unless an Approval for Operation has been granted.
- C. By exercising any rights under this approval, the parties have agreed to all terms and conditions.
- D. No liability is incurred by the State of New Hampshire by reason of any approval of any Approval for Construction. Approval by the Department of Environmental Services of sewage and waste disposal systems is based on plans and specifications supplied by the Applicant.
- E. The system must be constructed in strict accordance with the approved plans and specifications.
- F. The installed system must be left uncovered and cannot be used after construction until it is inspected and has received an Approval for Operation of Individual Sewage Disposal System (ISDS) by an authorized agent of the Department.
- G. This system must be installed by an installer holding a valid permit. An owner may install the system for his/primary domicile.
- H. This Approval for Construction does not supersede any equivalent or more stringent local ordinances or regulations. State standards are minimal and must be met statewide.

WORK NUMBER: 202100077-1
APPROVAL NUMBER: eCA2021011506
RECEIVED DATE: January 13, 2021
TYPE OF SYSTEM: ENVIROSEPTIC
NUMBER OF BEDROOMS: 3



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

APPROVAL FOR CONSTRUCTION OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS)

AS AUTHORIZED BY THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES, WATER DIVISION PURSUANT TO RSA 485-A, WATER POLLUTION AND WASTE DISPOSAL AND ENV-WQ 1000, SUBDIVISION AND INDIVIDUAL SEWAGE DISPOSAL SYSTEM DESIGN RULES.

APPLICATION APPROVAL DATE: 1/15/2021

APPROVAL NUMBER: eCA2021011507

I. PROPERTY INFORMATION

Address: 82-2 PRESCOTT ROAD
RAYMOND NH 03077
Subdivision Approval No.: ESA2021011502
Subdivision Name: NORTON
County: ROCKINGHAM
Tax Map/Lot No.: 18/17

II. OWNER INFORMATION

Name: SHANE - CARTER
Address: NOBLE HOMES, LLC
P.O. BOX 185
DEERFIELD NH 03037

III. APPLICANT INFORMATION

Name: SCOTT R FRANKIEWICZ
Address: 26 CORBETT RD
BARRINGTON NH 03825

IV. DESIGNER INFORMATION

Name: SCOTT R FRANKIEWICZ
Address: 26 CORBETT RD
BARRINGTON NH 03825
Permit No.: 01348

V. SPECIFIC TERMS AND CONDITIONS: Applicable to this Approval for Construction

A. TYPE OF SYSTEM: ENVIROSEPTIC

B. NO. OF BEDROOMS: 3

C. APPROVED FLOW: 450 GPD

D. OTHER CONDITIONS AND WAIVERS:

1. Approved for Unit # 2 for a 3-bedroom; total flow 450 GPD.
2. Both units are to remain in common ownership. If units are sold separately, a subdivision approval is required to create condominiums [all requirements in Env-Wq 1000 must be met for the subdivision approval].
3. This approval is valid for 4 years from date of approval, per Env-Wq 1004.13.
4. No waivers have been approved.

Taylor L. Walter
Subsurface Systems Bureau

VI. GENERAL TERMS AND CONDITIONS: Applicable to all Approvals for Construction

- A. This Approval for Construction is issued to construct the ISDS as identified on Page 1 of this Approval.
- B. This Approval is valid until 1/15/2025, unless an Approval for Operation has been granted.
- C. By exercising any rights under this approval, the parties have agreed to all terms and conditions.
- D. No liability is incurred by the State of New Hampshire by reason of any approval of any Approval for Construction. Approval by the Department of Environmental Services of sewage and waste disposal systems is based on plans and specifications supplied by the Applicant.
- E. The system must be constructed in strict accordance with the approved plans and specifications.
- F. The installed system must be left uncovered and cannot be used after construction until it is inspected and has received an Approval for Operation of Individual Sewage Disposal System (ISDS) by an authorized agent of the Department.
- G. This system must be installed by an installer holding a valid permit. An owner may install the system for his/primary domicile.
- H. This Approval for Construction does not supersede any equivalent or more stringent local ordinances or regulations. State standards are minimal and must be met statewide.

WORK NUMBER: 202100078-1
APPROVAL NUMBER: eCA2021011507
RECEIVED DATE: January 13, 2021
TYPE OF SYSTEM: ENVIROSEPTIC
NUMBER OF BEDROOMS: 3

EXHIBIT B
BYLAWS
OF
82A PRESCOTT ROAD CONDOMINIUM

82A Prescott Road
Raymond, New Hampshire 03077

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 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 **82A Prescott Road 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.

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.

ARTICLE V
Officers

Section 1. Designation and Election of Officers. The principal officer of the Association shall be a Secretary/ Treasurer. At the first organizational meeting of the Association, it shall elect a Secretary/Treasurer for a term of two (2) years. Subsequently the officer 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 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 not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements, or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the Common Area or from any pipe, drain, conduit, appliance or portion of the Common Area or from any pipe, drain, conduit, appliance or equipment. 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, Noble Homes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

Shane Carter
Manager

STATE OF NEW HAMPSHIRE

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Shane Carter, Manager of Noble Homes, LLC, in his capacity as Manager of the Declarant of 82A Prescott Road Condominium, for the purposes herein contained.

Notary Public / Justice of the Peace

Return To:
COAKLEY & HYDE, PLLC
ATTN: Steven F. Hyde, Esq.
1 Greenleaf Woods Drive, Suite 1023
Portsmouth, NH 03801

_____(Intentionally left blank for recording purposes)_____

**DECLARATION OF CONDOMINIUM FOR
82A PRESCOTT ROAD CONDOMINIUM**

THIS DECLARATION is made this ___ day of _____, 2021, by Noble Homes, LLC, of P.O. Box 185, Deerfield, New Hampshire, (hereinafter called the "Declarant"), for the purposes of submitting certain property situate at 82A Prescott Road, Raymond, County of Rockingham 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 82A Prescott Road, Raymond, County of Rockingham and State of New Hampshire, that they intend by this instrument to convert to condominium usage known as "**82A Prescott Road 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 **Exhibit 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 Exhibit 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 Exhibit 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 Exhibit A hereof.

1-110 "Condominium Instruments" means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A - A legal description of the real property subject to this Declaration. Also included within the scope of Exhibit 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 Raymond County Registry of Deeds.

Exhibit B - Bylaws of the 82A Prescott Road Condominium.

Exhibit C - Condominium Warranty Deed.

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 Noble Homes, LLC, P.O. Box 185, Deerfield, New Hampshire.

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.

1-116 "82A Prescott Road Condominium" means the premises described in Exhibit 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 Exhibit A attached hereto and made a part thereof.

2-200 **Description of Building.** 391 Dover Point Road Condominium, is intended to contain a distinct building containing two individual Units.

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 Exhibit 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 Exhibit 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 Exhibit 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. The water supply, sewerage disposal, 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).

The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a Unit and any such facilities located within a Unit, which either serve parts of the Condominium other than the Unit within which they are located or are entirely encased by other Common Area within the Unit; and,

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 Exhibit A.

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	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 in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom, 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 in his Condominium Unit, although the heating equipment for each condominium 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.

- 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 Exhibit 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 Rockingham 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 82A Prescott Roar, Raymond 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 Rockingham 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, Noble Homes, LLC by and through its Manager, has executed this Declaration on the date and year first above written.

Shane Carter
Manager

STATE OF NEW HAMPSHIRE

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Shane Carter, Manager of Noble Homes, LLC, in his capacity as Manager of the Declarant of 82A Prescott Road Condominium, for the purposes herein contained.

Notary Public / Justice of the Peace

REC'D 1/6/21

4 Epping St
Raymond
Dennise
O'Grady



TOWN OF RAYMOND, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
603-895-7036

DRIVEWAY PERMIT

PERMIT NUMBER: 2021-001

DATE: 1/20/21

Pursuant to NH RSA 236:13, pertinent provisions of the TOWN OF RAYMOND, NEW HAMPSHIRE code, regulations and relevant amendments, anyone wishing to move an existing driveway or install a new driveway to access a Town controlled road must secure an approved DRIVEWAY PERMIT from the Department of Public Works.

Name: Noble Homes LLC

Fee Paid: _____

Address: PO Box 185

Map / Lot Number: 18/17

Deerfield NH 03037

Home Phone Number: 603-303-7206

Mobile Phone Number: 603-303-3414

E-mail Address: Kristin@ridgeviewconstruction.com

PERMIT FEE \$60.00

Make check payable to:

Town of Raymond, NH

DRIVEWAY INFORMATION:

Driveway status? New Existing

Will this driveway provide access to a residential use? Yes No

Will driveway serve more than one dwelling unit? Yes No

Will this driveway provide access to a commercial use? Yes No

Proposed surface material? Asphalt Pavement Concrete Pavement Gravel

Will construction impact? Sidewalk Curbing Stonewall Tree(s) with Town R.O.W

The Applicant / Property Owner, heirs, successors and assigns hereby agree that:

1. This driveway shall be installed in accordance with the attached Driveway Design and Construction Standards and any conditions to the approval of this Permit.
2. The Property Owner, heirs, successors and assigns will have continuing responsibility for the maintenance and adequacy of the driveway, grading, drainage, culvert, headwalls, vegetation impacting sight distance and other improvements made in connection with this driveway work.
3. This driveway shall be used for access only. An approval does not authorize parking within the Town Right of Way.
4. The Property Owner, heirs, successors and assigns shall hold harmless the Town of Raymond, its agents, employees and Boards against any action for injury or damage sustained by reason of exercising this DRIVEWAY PERMIT.
5. This parcel shall have no more than one driveway.
6. The final decision regarding driveway location and construction requirements rest with the Director of Public Works.
7. This Permit will expire in 1 year from the approval date if work is not completed per requirements



TOWN OF RAYMOND, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
603-895-7036

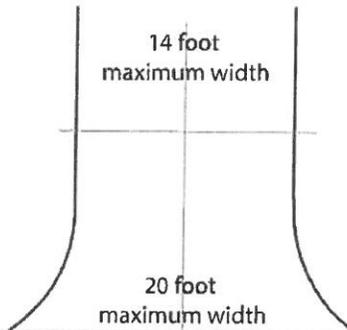
DRIVEWAY PERMIT

PERMIT NUMBER: 2021-001

PAGE 2

Design and Construction Standards

1. Within 25 feet of the Town road, a driveway shall not exceed ~~14~~ ^{20'} feet in width and transition to a maximum of 20 feet. The transition shall include a radius at each sideline of the driveway where it meets the road. The radius shall be a minimum of ~~8~~ ^{12'} feet. ^{20'}
2. To protect the road edge, all driveways shall be paved for a minumin distance of ~~10~~ ^{20'} feet from the road edge for the full width of the driveway and its radius transitions.
3. Pavement shall consist of bituminous asphalt concrete, concrete or smooth paving stones.
4. The driveway surface may change to gravel or other surface types beyond the required ~~40~~ ^{20'} foot paved apron.
5. Driveways shall meet the sideline of the street at ~~90~~ ⁹⁰ degrees.
6. Driveway grading at the driveway apron where it meets the road shall slope back away from the road surface at a minimum of 2% slope. No runoff from the driveway shall flow into the road.



SEE ATTACHED APPROVED PLAN

Alignment of driveway to meet the road edge at 90 degrees.

REC'D by US MAIL on 1-6-2021

CONTRACTOR: Ridgeview Construction LLC Date: 11-30-20
 Office Phone Number 603-303-7206 Mobile Phone Number 603-303-7206

DIRECTOR OF PUBLIC WORKS: APPROVED AS NOTED DENIED SPT/20 Date: 1.20.21



TOWN OF RAYMOND, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
603-895-7036

DRIVEWAY PERMIT

PERMIT NUMBER: 2021-001

PAGE 3

Provide a sketch of the proposed driveway location, dimensional and topographic information.

1. Location information to include horizontal distance from the point where the driveway center line meets the edge of the road to a nearby fixed landmark such as a utility pole.
2. Dimensional information to include driveway width at the street, width at a point 10 feet in from the edge of the road pavement, radius, overall length of driveway.
3. Topographic information to identify whether the driveway profile will travel higher than the road surface or drop below the road surface. Provide information regarding existing road side drainage facilities.

Please see attached

SEE ATTACHED APPROVED PLAN W/ NOTES

CONDITIONS OF APPROVAL:

SEE NOTES ON PLAN

SHALL MEET DESIGN + CONST. STANDARDS AS
ADJUSTED FOR THIS 2 FAMILY STRUCTURE

NOTES:

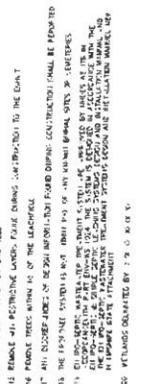
1. THE SEWER SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEWERAGE AND WASTE WATER DEPARTMENT OF THE CITY OF RINDGE, NEW HAMPSHIRE.
2. THE SEWER SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEWERAGE AND WASTE WATER DEPARTMENT OF THE CITY OF RINDGE, NEW HAMPSHIRE.
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TYPICAL CROSS SECTION



SECTION 101.00
SECTION 102.00
SECTION 103.00
SECTION 104.00
SECTION 105.00
SECTION 106.00
SECTION 107.00
SECTION 108.00
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SECTION 119.00
SECTION 120.00

PROFILE



SECTION 101.00
SECTION 102.00
SECTION 103.00
SECTION 104.00
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SECTION 114.00
SECTION 115.00
SECTION 116.00
SECTION 117.00
SECTION 118.00
SECTION 119.00
SECTION 120.00



RAISED CONNECTION (NOT TO SCALE)



SYSTEM DESIGN CALCULATION

1. DRAINAGE AREA: 100 SQ. YD. (1.0 AC.)
 2. POPULATION: 100 PERSONS
 3. DESIGN FLOW: 1.0 MGAL PER DAY (MGD)
 4. DESIGN VELOCITY: 2.0 FT PER SECOND (FPS)
 5. DESIGN PIPE SIZE: 12 INCH (12")
 6. DESIGN MANHOLE SIZE: 36 INCH (36")

DESIGN INTENT:

THE DESIGN OF THIS SEWER SYSTEM IS BASED ON THE ASSUMPTIONS LISTED BELOW. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO HIM BY THE CLIENT. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO HIM BY THE CLIENT.

LOT LOADING CALCULATION

1. DRAINAGE AREA: 100 SQ. YD. (1.0 AC.)
 2. POPULATION: 100 PERSONS
 3. DESIGN FLOW: 1.0 MGAL PER DAY (MGD)
 4. DESIGN VELOCITY: 2.0 FT PER SECOND (FPS)
 5. DESIGN PIPE SIZE: 12 INCH (12")
 6. DESIGN MANHOLE SIZE: 36 INCH (36")



VICINITY PLAN

SECTION 101.00
SECTION 102.00
SECTION 103.00
SECTION 104.00
SECTION 105.00
SECTION 106.00
SECTION 107.00
SECTION 108.00
SECTION 109.00
SECTION 110.00
SECTION 111.00
SECTION 112.00
SECTION 113.00
SECTION 114.00
SECTION 115.00
SECTION 116.00
SECTION 117.00
SECTION 118.00
SECTION 119.00
SECTION 120.00

**PLAN SUBMITTED
NOT APPROVED
REVISIONS
REQUIRED**

N.H. LAND Consultants
 SURVEYING • LAND PLANNING • REAL ESTATE

SCALE: 1"=20'
 REGISTERED PROFESSIONAL ENGINEER
 JOB NO.: 082-42
 DATE: DECEMBER, 2020

SEPTIC-1
 SHEET 1 OF 1

SEPTIC PLAN
 TAX MAP LOT
 OWNED BY
SHANE CARTER
 72 PRESCOTT ROAD, RAYMOND, NH

N.H. LAND Consultants
 SURVEYING • LAND PLANNING • REAL ESTATE

SCALE: 1"=20'
 REGISTERED PROFESSIONAL ENGINEER
 JOB NO.: 082-42
 DATE: DECEMBER, 2020

SEPTIC-1
 SHEET 1 OF 1

SEPTIC PLAN
 TAX MAP LOT
 OWNED BY
SHANE CARTER
 72 PRESCOTT ROAD, RAYMOND, NH

CONDOMINIUM SUBDIVISION PLAN FOR

NOBLE HOMES, LLC

TAX MAP 18, LOT 17

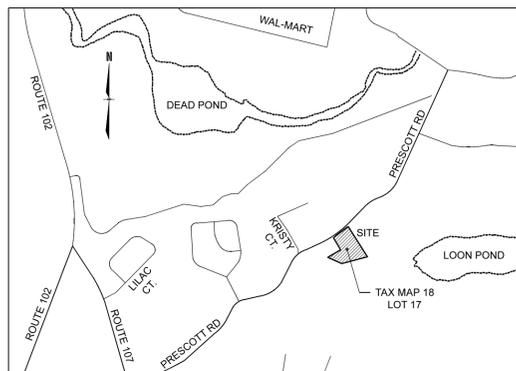
82A PRESCOTT ROAD, RAYMOND, NH

ROCKINGHAM CO.

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW A CONDOMINIUM SUBDIVISION.
2. THE PROPERTY IS DESIGNATED AS TAX MAP 18, LOT 17.
3. THE AREA OF THE EXISTING LOT 17 IS 2.0 ACRES (87,342 SQFT.)
4. THE CURRENT OWNER FOR LOT 17: NOBLE HOMES LLC, P.O. BOX 185, DEERFIELD NH 03037, BK 6216, PAGE 1642.
5. THE ZONING DESIGNATION FOR THE PROPERTY IS ZONE B RESIDENTIAL/ AGRICULTURAL DISTRICT.
6. DIMENSIONAL REQUIREMENTS PROVIDED FOR ZONE B RESIDENTIAL/ AGRICULTURAL DISTRICT:

MIN. ROAD FRONTAGE	=200'
MIN. LOT SIZE	=87,120 SF (2 ACRES)
MIN. ROAD SETBACK	=50'
MIN. SIDE/REAR SETBACK	=30'
WETLAND/WATERBODY SETBACK	=25'
MAXIMUM STRUCTURE HEIGHT	=30'
SEPTIC SETBACK	=50'/75' HYDRIC SOILS (OVERLAY DISTRICTS: NON APPLICABLE)
7. THE EXISTING USE OF TM 18 LOT 17 IS RESIDENTIAL.
8. THE PROPOSED USE OF TM 18 LOT 17 WILL BE CONDOMINIUMS.
9. SEE CONDOMINIUM DOCUMENTS TO BE RECORDED @ ROCKINGHAM REGISTRY OF DEEDS.
10. SEWER TO BE PROVIDED BY ON-SITE SEPTIC SYSTEMS.
11. WATER TO BE PROVIDED BY ON-SITE WELLS.
12. RIGHT OF WAY WIDTH DETERMINED BY SURVEY, FIELD INVESTIGATION, RECORDED DEEDS AND PLANS OF REFERENCE.
13. ABUTTING PROPERTY INFORMATION PROVIDED BY A COMBINATION OF ON-LINE TAX MAP DATA AND DATA PROVIDED BY granitview.unh.edu.
14. SHEET 4 OF 4 THIS SET WILL BE RECORDED. A COMPLETE PLAN SET WILL BE FILED AT THE TOWN OF RAYMOND.
15. THE FEMA MAP NUMBER FOR THIS SITE IS 33015C0194E. EFFECTIVE DATE: MAY 17, 2005. SITE RESIDES IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
16. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO TOWN OF RAYMOND SUBDIVISION PLAN REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
17. 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.
18. 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.
19. ELEVATIONS AND COORDINATES ARE BASED ON FIELD SURVEY PERFORMED ON DECEMBER 18, 2020.
20. NRCS SOILS DATA:
 12A-HINKLEY LOAMY SAND, 0 TO 3 PERCENT SLOPES.
 07-FREETOWN AND NATCHAUG MUCKY PEATS, PONDED, 0 TO 2 PERCENT SLOPES.



LOCATION PLAN

SCALE: 1"=1,000'

SHEET INDEX

DWG	SHT. NO.	DESCRIPTION
CVR	1 OF 4	COVER SHEET
ECP	2 OF 4	EXISTING CONDITIONS
PCP	3 OF 4	PROPOSED CONDITIONS
PSP	4 OF 4	PROPOSED CONDOMINIUM SUBDIVISION

PROFESSIONAL CONSULTANTS LIST

SURVEYOR: NEW HAMPSHIRE LAND CONSULTANTS, PLLC.
 683C FIRST NH TURNPIKE (RT.4)
 NORTHWOOD, NH 03261 PH: (603) 942-9220

WETLAND SCIENTIST: WEST ENVIRONMENTAL INC., MARK WEST,
 CERTIFIED WETLANDS SCIENTIST,
 48 STEVENS ROAD, NOTTINGHAM, NH 03290
 PH: 603-734-4298, FAX: 603-734-4316



OWNER/APPLICANT:

NOBLE MOMES, LLC
 P.O. BOX 185,
 DEERFIELD NH, 03037
 BK 6216 PG 1642

INITIAL PLAN SET SUBMISSION DATE

JUNE 3, 2021

Latest revision date:

NOTE:

ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THE TOWN OF RAYMOND REGULATIONS AND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.



CONTACT DIG SAFE 72 HOURS PRIOR TO CONSTRUCTION

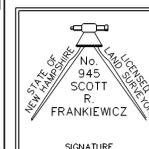
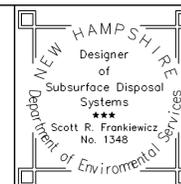
THE LOCATION OF ANY UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. NEW HAMPSHIRE LAND CONSULTANTS, PLLC. MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UTILITIES SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ANY UTILITIES WHETHER THEY BE ABOVE OR BELOW GROUND. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233).

REVISIONS			
NO.	DATE	DESCRIPTION	BY



N.H. LAND CONSULTANTS
 SURVEYING • LAND PLANNING • REAL ESTATE
A VETERAN OWNED COMPANY

683C FIRST NH TURNPIKE, NORTHWOOD, NH 03261 PH: 603-942-9220 WEBSITE: NHLANDCONSULTANTS.COM



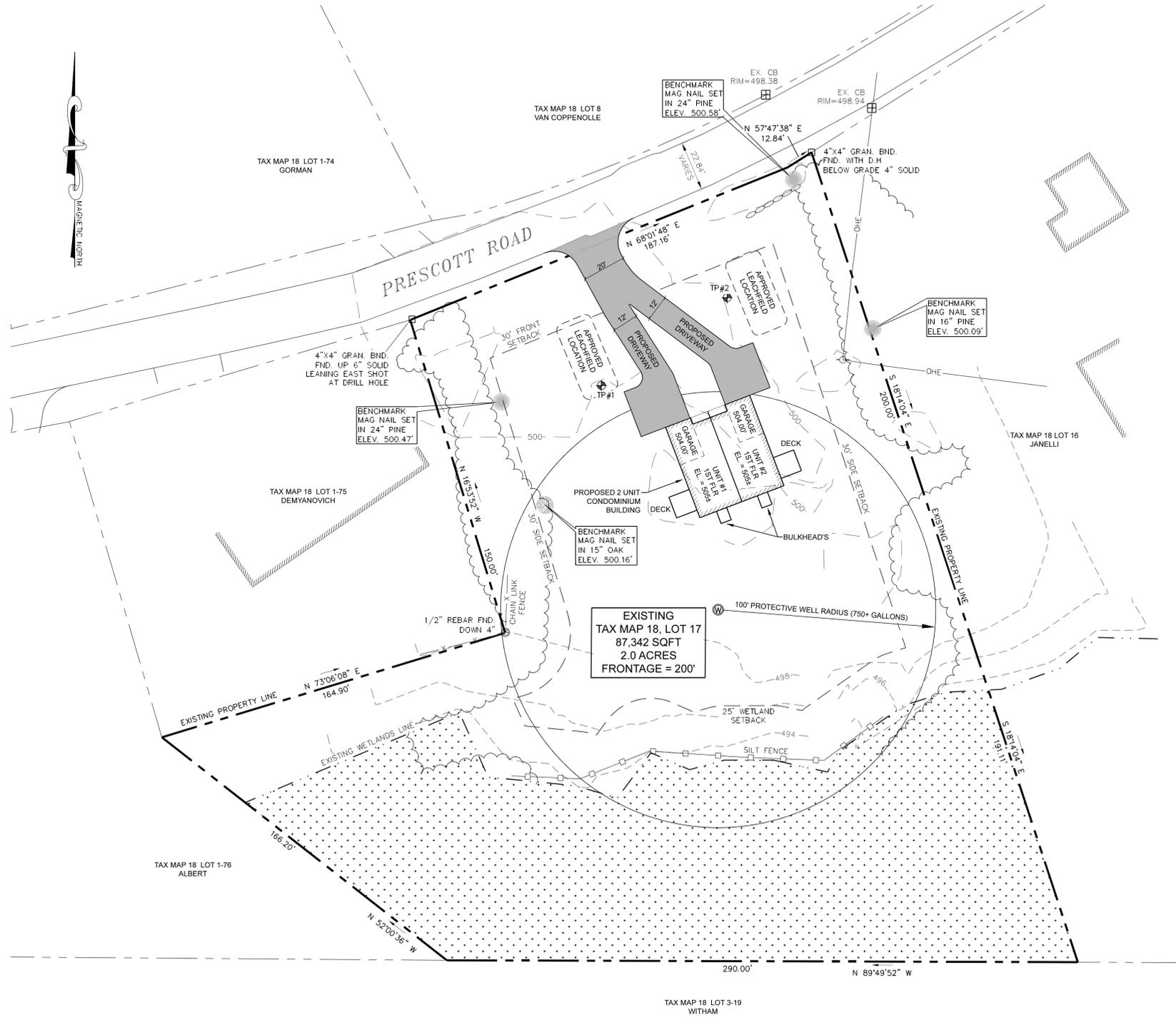
COVER SHEET
 TAX MAP 18 LOT 17
 82A PRESCOTT ROAD, RAYMOND, NH

OWNED BY
NOBLE HOMES, LLC
 P.O. BOX 185, DEERFIELD NH, 03037
 BOOK 6216 PAGE 1642

ROCKINGHAM CO.
 JOB NO: 82.42
 DATE: JUNE 3, 2021

CVR

SHT. 1 of 4

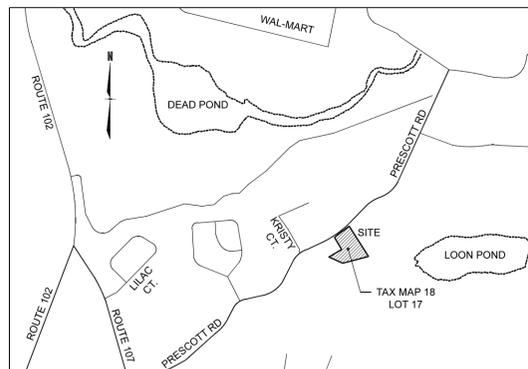


LEGEND

- EXISTING STONEWALL
- ABUTTERS PROPERTY LINES
- SUBJECT PROPERTY LINES
- EDGE OF PAVEMENT
- PROPOSED DRIVEWAY
- EXISTING TREELINE
- EXISTING CONTOUR (M/R)
- EXISTING CONTOUR (M/R)
- EXISTING BLDG SETBACK
- WETLANDS
- DRILL HOLE FOUND
- REBAR W/ CAP FOUND
- STONE BOUND FOUND
- PROPOSED WELL

ABUTTERS LIST:

NF	MAP 18 LOT 16 JOHN JANELLI 82 PRESCOTT RD. RAYMOND, NH 03077 BOOK 3592 PAGE 1418
NF	MAP 18 LOT 8 MARK & DIANE VAN COPPENOLLE 81 PRESCOTT RD. RAYMOND, NH 03077 BOOK 3010 PAGE 1126
NF	MAP 18 LOT 3-19 ALBERT & JOYCE WITHAM 131 OLDE CANTERBURY RD. RAYMOND, NH 03077 BOOK 4357 PAGE 1088
NF	MAP 18 LOT 1-76 MATHEW ALBERT & TARA CANTELLI 16 FALCONE CIRCLE HAMPTON, NH 03842 BOOK 5049 PAGE 1110
NF	MAP 18 LOT 1-75 BRIAN DEMYANOVICH 672 LONDONDERRY TURNPIKE AUBURN, NH 03032 BOOK 6087 PAGE 1484
NF	MAP 18 LOT 1-74 GEORGE GORMAN 85 PRESCOTT RD. RAYMOND, NH 03077 BOOK 3853 PAGE 1264



LOCATION PLAN
SCALE: 1"=1,000'

- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO SHOW A CONDOMINIUM SUBDIVISION.
 - THE PROPERTY IS DESIGNATED AS TAX MAP 18, LOT 17.
 - THE AREA OF THE EXISTING LOT 17 IS 2.0 ACRES (87,342 SQFT.)
 - THE CURRENT OWNER FOR LOT 17: NOBLE HOMES LLC, P.O. BOX 185, DEERFIELD NH 03037, BK 6216, PAGE 1642.
 - THE ZONING DESIGNATION FOR THE PROPERTY IS ZONE B RESIDENTIAL/ AGRICULTURAL DISTRICT.
 - DIMENSIONAL REQUIREMENTS PROVIDED FOR ZONE B RESIDENTIAL/ AGRICULTURAL DISTRICT:

MIN. ROAD FRONTAGE	=200'
MIN. LOT SIZE	=87,120 SF (2 ACRES)
MIN. ROAD SETBACK	=30'
MIN. SIDE/REAR SETBACK	=30'
WETLAND/WATERBODY SETBACK	=25'
MAXIMUM STRUCTURE HEIGHT	=30'
SEPTIC SETBACK	=50'/75' HYDRIC SOILS (OVERLAY DISTRICTS: NON APPLICABLE)
 - THE EXISTING USE OF TM 18 LOT 17 IS RESIDENTIAL.
 - THE PROPOSED USE OF TM 18 LOT 17 WILL BE CONDOMINIUMS.
 - SEE CONDOMINIUM DOCUMENTS TO BE RECORDED @ ROCKINGHAM REGISTRY OF DEEDS.
 - SEWER TO BE PROVIDED BY ON-SITE SEPTIC SYSTEMS.
 - WATER TO BE PROVIDED BY ON-SITE WELLS.
 - 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 GRANITVIEW.UNH.EDU.
 - SHEET 4 OF 4 THIS SET WILL BE RECORDED. A COMPLETE PLAN SET WILL BE FILED AT THE TOWN OF RAYMOND.
 - THE FEMA MAP NUMBER FOR THIS SITE IS 33015C0194E. EFFECTIVE DATE: MAY 17, 2005. SITE RESIDES IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
 - ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO TOWN OF RAYMOND SUBDIVISION PLAN REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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TEST PIT #1	TEST PIT #2
82A PRESCOTT ROAD RAYMOND, NH 11-24-2020 PERFORMED BY: SCOTT R FRANKIEWICZ, PERMIT #1348 WITNESSED BY: TOWN OF RAYMOND BUILDING/CODE INSPECTOR/HEALTH OFFICER, GREGORY ARVANITIS	82A PRESCOTT ROAD RAYMOND, NH 11-24-2020 PERFORMED BY: SCOTT R FRANKIEWICZ, PERMIT #1348 WITNESSED BY: TOWN OF RAYMOND BUILDING/CODE INSPECTOR/HEALTH OFFICER, GREGORY ARVANITIS
0-10" TOPSOIL 10YR 3/3 - DARK BROWN	0-10" TOPSOIL 10YR 3/3 - DARK BROWN
10-21" LOAMY SAND GRANULAR/FRIABLE 7.5YR 5/6-STRONG BROWN	10-20" LOAMY SAND GRANULAR/FRIABLE 7.5YR 5/6-STRONG BROWN
21-43" GRAVELLY SAND GRANULAR/FRIABLE 7.5YR 5/8-STRONG BROWN	20-42" GRAVELLY SAND GRANULAR/FRIABLE 7.5YR 5/8-STRONG BROWN
43-60" SAND GRANULAR/FIRM IN PLACE 2.5Y 5/6-LIGHT OLIVE BROWN	42-60" SAND GRANULAR/FIRM IN PLACE 2.5Y 5/6-LIGHT OLIVE BROWN
ESHW = 43" ROOTS TO 40" NO LEDGE OBSERVED NO WATER OBSERVED	ESHW = 42" ROOTS TO 42" NO LEDGE OBSERVED NO WATER OBSERVED

NEW HAMPSHIRE
Department of Environmental Services
Designer of
Subsurface Disposal
Systems

Scott R. Frankiewicz
No. 1348

REVISIONS

NO.	DATE	DESCRIPTION

GRAPHIC SCALE
15 7.5 0 30
SCALE: 1"=30'

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

683C FIRST NH TURNPIKE, NORTHWOOD, NH 03261
PH: 603-942-9220
WEBSITE: INHLANDCONSULTANTS.COM

PROPOSED CONDITIONS PLAN
TAX MAP 18 LOT 17
82A PRESCOTT ROAD, RAYMOND, NH

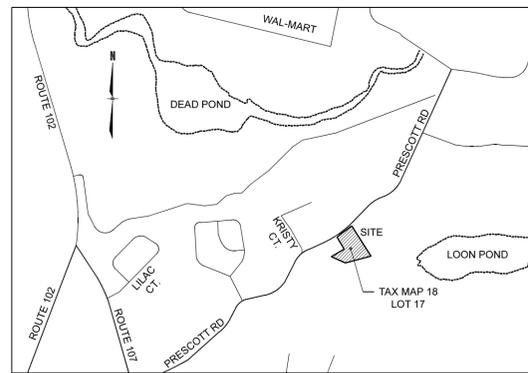
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P.O. BOX 185, DEERFIELD NH, 03037
BOOK 6216 PAGE 1642

ROCKINGHAM CO.
JOB NO: 82.42
DATE: JUNE 3, 2021

PCP
SHT. 3 of 4

LEGEND

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- ABUTTERS PROPERTY LINES
- SUBJECT PROPERTY LINES
- EDGE OF PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED BLDG SETBACK
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ABUTTERS LIST:

- NIF
MAP 18 LOT 16
JOHN JANELLI
82 PRESCOTT RD.
RAYMOND, NH 03077
BOOK 3592 PAGE 1418
- NIF
MAP 18 LOT 8
MARK & DIANE VAN COPPENOLLE
81 PRESCOTT RD.
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- NIF
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- NIF
MAP 18 LOT 1-75
BRIAN DEMYANOVICH
672 LONDONDERRY TURNPIKE
AUBURN, NH 03032
BOOK 6087 PAGE 1484
- NIF
MAP 18 LOT 1-74
GEORGE GORMAN
85 PRESCOTT RD.
RAYMOND, NH 03077
BOOK 3653 PAGE 1284

STATE SEPTIC APPROVALS

SEPTIC (UNIT 1) APPROVAL # eCA2021011506	DATE: 1-15-2021
SEPTIC (UNIT 2) APPROVAL # eCA2021011507	DATE: 1-15-2021

NHDES SUBDIVISION: # eSA2021011502 DATE: 1-15-21

NHDES SUBDIVISION CONDOMINIUM: PENDING

APPROVED BY TOWN OF RAYMOND NH PLANNING BOARD
CHAIRMAN _____ DATE _____

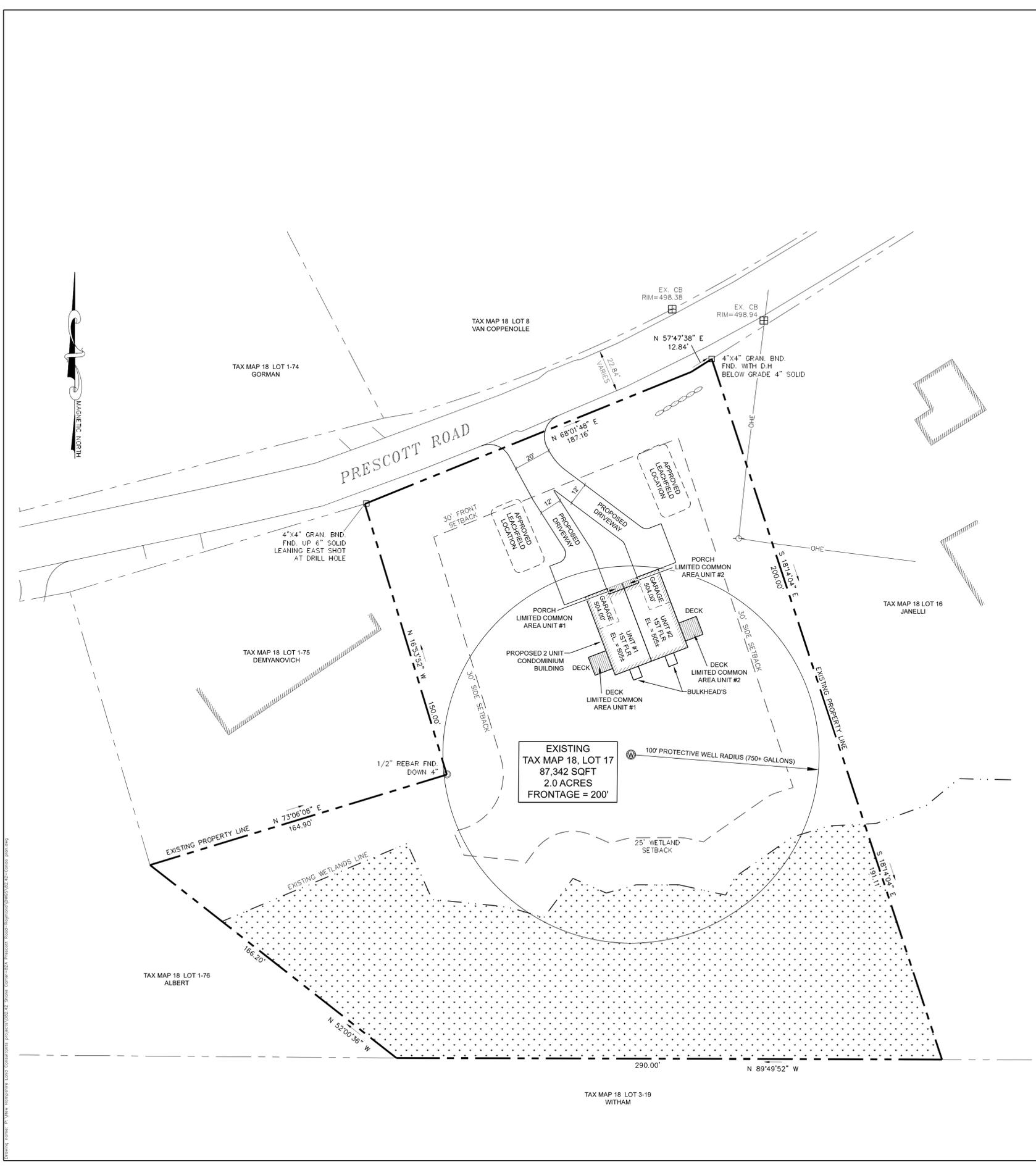
CERTIFICATIONS

PURSUANT TO RSA 676:18,
I CERTIFY THAT THIS SURVEY PLAN 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.

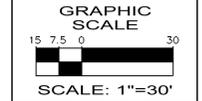
DATE _____ LICENSED LAND SURVEYOR _____
A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF RAYMOND, NH PLANNING BOARD.
DATE: _____

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.	DATE



N.H. LAND Consultants
SURVEYING • LAND PLANNING • REAL ESTATE
A VETERAN OWNED COMPANY
653C FIRST NH TURNPIKE, NORTHWOOD, NH 03261 PH. 603-942-9320 WEBSITE: NH.LANDCONSULTANTS.COM

PROPOSED CONDOMINIUM SUBDIVISION PLAN
TAX MAP 18 LOT 17
82A PRESCOTT ROAD, RAYMOND, NH
OWNED BY
NOBLE HOMES, LLC
P.O. BOX 185, DEERFIELD NH, 03037
BOOK 6216 PAGE 1642

ROCKINGHAM CO.
JOB NO: 82.42
DATE: JUNE 3, 2021

PSP
SHT. 4 of 4



SUBDIVISION APPLICATION

Town of Raymond NH

2021-0078
5/25/21

Map # 97 Lot # 7 Application Date _____ Application # _____

Project Name: ELWIS SUBDIVISION

Location: 324 ROUTE 27

Project Description: Garage / New Building lot for residence

Zone: C1 New Industrial / Commercial Square Footage: _____ or Number of Residential Units: 2

Applicant/Agent Information:

Name: RASCHEL BLAISDELL Phone: 603 895 9947

Company: BLAISDELL SURVEY, LLC Fax: _____

Address: 22 SCRIBNER ROAD RAYMOND NH 03077

Signed*: [Signature] Date: 5-17-21

***Requires notarized letter of permission.**

By signing this application, you are agreeing to all rules and regulations of the Town of Raymond, and are agreeing to allow agents of the Town of Raymond to conduct inspections, during normal business hours to ensure compliance with all Raymond Zoning and Site Review regulations while your application is under consideration and during any construction and operational phases after approval is granted.

Owner Information:

Name: LOUIS LOUIS Phone: 978-960-8551

Company: _____ Fax: _____

Address: 324 ROUTE 27 RAYMOND, NH 03077

Signed: [Signature] Date: 05/21/21

Designers of Record:

Engineer: N/A

Surveyor: BLAISDELL SURVEY, LLC

Soil Scientist: N/A

Landscape Architect: N/A

Fees: See Attached Fee Schedule

FOR OFFICE USE ONLY

Date Application Received: _____ Total Fees Collected with Application: \$ _____ Abutters

List Received: _____ Check List Received: _____

PB Hearing Date: _____ Notice Date: _____

PB Application Acceptance Date: _____



Map # 34 Lot # 7

Project Name UWAY SUBDIVISION Date 5-18-21

Subdivision Checklist

Town of Raymond, NH

This checklist can be used for either a major or minor subdivision. For a minor subdivision, several of the items would likely be waived by the Planning Board due to lack of relevancy (e.g., topographic or soils data). The Board, however, reserves the right to require that all items be met if, in its judgment, the data are necessary in order to make an informed decision.

IS THIS A DEVELOPMENT OF REGIONAL IMPACT? Yes No

SUBMITTED WAIVED

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Name of subdivision; name and address of subdivider |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Name, license number and seal of surveyor or other persons; north arrow, scale and date of plan |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Signature block for Planning Board endorsement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Locus plan, showing zoning designations |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Names and addresses of all abutters and all holders of conservation, preservation, or agricultural preservation easements (on the plat or on separate sheet) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Boundary survey and location of permanent markers |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Names of abutting subdivisions, streets, driveways, easements, building lines, parks/public spaces, notation of use of abutting land, and similar facts regarding abutting properties |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Location of property lines, lot areas in square feet and acres; lots numbered according to Town tax map system |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. Location and amount of frontage on public right-of-way |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. Location of building setback lines |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Existing and/or proposed buildings, other structures |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. Location of any existing or proposed easements, land to be dedicated to public use |

SUBMITTED WAIVED

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| N/P | <input type="checkbox"/> | <input type="checkbox"/> | 13. Existing and proposed water mains, culverts, drains, sewers; proposed connections or alternative means of providing water supply and sewage disposal |
| N/P | <input type="checkbox"/> | <input type="checkbox"/> | 14. Existing and proposed streets, with names, classification, width of travel surface and rights-of-way |
| N/P | <input type="checkbox"/> | <input type="checkbox"/> | 15. Final road profiles, centerline stationing, cross sections |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. Location and width of existing and proposed driveways |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. Location of all surface water, wetlands, rock ledges, stone walls, open space to be preserved, and other man-made or natural features |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. Existing and proposed topographic contours |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. Soil and wetland delineation (see requirements for soils and wetlands data) |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. Location of perc tests, test results, outline of 4,000 square-foot septic area, applicable septic setback lines |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. Location of existing and proposed wells, with required radius on property |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. Base flood elevations |

OTHER:

- | | | | |
|-----|-------------------------------------|--------------------------|---|
| N/P | <input type="checkbox"/> | <input type="checkbox"/> | 23. Plans for stormwater management and erosion control |
| | <input type="checkbox"/> | <input type="checkbox"/> | 24. Copy of state subdivision approval for septic system |
| | <input type="checkbox"/> | <input type="checkbox"/> | 25. Alteration of Terrain Permit |
| | <input type="checkbox"/> | <input type="checkbox"/> | 26. Town or DOT Driveway Permit |
| | <input type="checkbox"/> | <input type="checkbox"/> | 27. Copies of any proposed or existing easements, deed restrictions, covenants and street deeds |
| | <input type="checkbox"/> | <input type="checkbox"/> | 28. Such additional studies as may be required |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 29. Six (6) full-size copies of all plans and ten (10) copies of all plans in 11 x 17 format |
| | <input type="checkbox"/> | <input type="checkbox"/> | 30. Three (3) copies of all studies |
| | <input type="checkbox"/> | <input type="checkbox"/> | 31. Digital copy of plans |

FEES

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Application Fees |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Abutters Notice Fees |
| N/P | <input type="checkbox"/> | <input type="checkbox"/> | 3. Engineering and Legal Review Escrow |

ABUTTER'S LIST

BLAISDELL SURVEY, LLC
22 SCRINBER RD.
RAYMOND, NH 03077

TAX MAP 37 LOT 7
LOUISE LEWIS
324 ROUTE 27
RAYMOND, NH 03077

TAX MAP 37 LOT 6
#1 ORIGINAL ASPHALT, LLC
321 FREMONT RD.
CHESTER, NH 03036

TAX MAP 37 LOT 10
BELIEVE FREETOWN, LLC
321 STATE ROUTE 27
RAYMOND, NH 03077

TAX MAP 37 LOT 9
TOWN OF RAYMOND
4 EPPING ST.
RAYMOND, NH 03077

TAX MAP 408 LOT 34-1
SCOTT & BRANDY HOLZSHU
577 RAYMOND RD.
CANDIA, NH 03034

TAX MAP 408 LOT 34
MARK WYSOCKI JR.
547 RAYMOND RD.
CANDIA, NH 03034

TAX MAP 408 LOT 33
TOWN OF CANDIA
74 HIGH ST.
CANDIA, NH 03034

LEWIS SUBDIVISION

RAYMOND, NH

BLAISDELL SURVEY, LLC

1 EVALUATED BY RTB DATE: 4-19-21

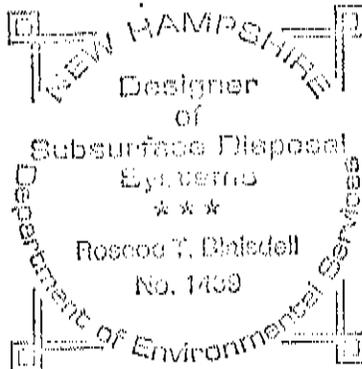
0-2 10YR 3/3, DARK BROWN, FINE SANDY LOAM, FRIABLE
2-6 10YR 4/6, DARK YELLOWISH BROWN, FINE SANDY LOAM, FRIABLE
6-100 10YR 5/6, YELLOWISH BROWN, FINE SANDY LOAM, FRIABLE

ESTIMATED SEASONAL HIGH WATER TABLE NONE TO 100"
OBSERVED WATER @ NONE ROOTS TO: 6"
REFUSAL @ NONE RESTRICTIVE LAYER @ NONE"
PERCOLATION RATE: 2 MIN/INCH @ 30"

2 EVALUATED BY RTB DATE: 4-19-21

0-2 10YR 3/3, DARK BROWN, FINE SANDY LOAM, FRIABLE
2-6 10YR 4/6, DARK YELLOWISH BROWN, FINE SANDY LOAM, FRIABLE
6-110 10YR 5/6, YELLOWISH BROWN, FINE SANDY LOAM, FRIABLE

ESTIMATED SEASONAL HIGH WATER TABLE NONE TO 110"
OBSERVED WATER @ NONE ROOTS TO: 6"
REFUSAL @ NONE RESTRICTIVE LAYER @ NONE"
PERCOLATION RATE: 2 MIN/INCH @ 30"



Planning Board Sitewalk- 11 Old Ham Road- May 18th @ 6pm
Draft Minutes

1 Location Class VI Old Ham Rd.

2

3 Attendees from Raymond Planning Board:

4 Gretchen Gott Raymond Planning Board

5 Patricia Bridgeo Raymond Planning Board

6 Paul Ayer Raymond Planning Board

7 Jonathan Wood Chair Raymond Planning Board

8

9 Paul Dobberstein Ambit Engineering

10

11 Abbutters:

12 Leonard Willette

13 Trudy Willette 20 Ham Rd

14

15 Paula Wieszeck 9 Ham Rd

16

17 Brenda Sigouin 24 Ham Rd

18

19 Steve Langis

20 Robin Langis 18 Ham Rd

21

22 Douglas Lovely

23 Beatrice Lovely 4 Ham Rd

24

25 Start at 6pm

26

27 Paul Dobberstein pointed out flagged grade stakes on left side of Old Ham Rd, discussed
28 markers in relation to abutter's property lines. Trudy Willette asked status of Old Ham Rd, it was
29 stated as class VI, Paul Dobberstein referred to it as a traveled way. Abutters reiterate
30 statement it is class VI. Abutters questioned trees growing near Old Ham and location any
31 changes to road would have to trees and their property.

32 Mr. Wood states the flagged grade stakes are marked as current submitted plan and all parties
33 move to driveway location per plan.

34 Gretchen Gott asks about Old Ham Rd grade.

35 At proposed driveway site, questions from abutters about Old Ham Rd and what would be done
36 to the roadway. Questions raised about runoff from abutters,

37 Trudy Willette asked about potentially risk to their water.

38 A stone wall was highlighted as the boundary edge of proposed subdivision.

39 Paul Dobberstein brought group back down Old Ham Rd and discussed a new proposed
40 driveway location closer to lot 11 Old Ham Rd.

41 Gretchen Gott asked how many feet from beginning of Old Ham Rd and how many feet from
42 Old Ham Rd to new proposed driveway.

43 Paul Dobberstein spoke of a waiver.

44 Meeting Adjourned 6:29 pm

1 Planning Board Minutes
2 June 17, 2021
3 7:00 PM
4 Media Center Raymond High School
5
6
7

8 **Planning Board Members Present:**

9 Gretchen Gott
10 Paul Ayer
11 Brad Reed
12 John Beauvilliers
13 Patricia Bridgeo
14

15 **Planning Board Members Absent:**

16 Paul Lynn - Alternate
17 Jonathan Wood
18 George Plante (Selectmen ex officio)
19

20 **Staff Present:**

21 Glenn Coppelman - Circuit rider
22 Christina McCarthy - Tax Collector/Planning Technician
23 Madeleine Dilonno -Circuit Rider Planner, RPC
24

25 Pledge of Allegiance

26 Application #2020-008: A Site Plan Review has been submitted by Alden Beauchemin
27 on behalf of Jodi and Amy Grant from Grants' Towing. The applicant is proposing to
28 build a 50' X 60' auto body and repair shop. The property is identified as Raymond Tax
29 Map 32-2/ Lot 34 and located at 236 Route 27 Raymond NH, 03077 and is within Zone
30 C1.

31 Mrs. McCarthy: "Grant's Towing was supposed to be at the TRC meeting on Tuesday
32 but unfortunately due to its untimely submittal that did not happen. Therefore, the TRC
33 continued their meeting with Grant's Towing until the 29th. It is my suggestion that the
34 Planning Board continue their meeting for Grant's Towing because they haven't
35 completed their review with TRC yet."

36
37
38 Motion:

39 Ms. Gott made a motion to continue application 2020-008 until 7pm on July 15, 2021,
40 in the Media Center at Raymond High School. Ms. Bridgeo seconded the motion. The
41 motion passed unanimously with a vote of 5 in favor, 0 opposed, and 0 abstentions.

42

43 Application #2021-006: A minor Subdivision Application has been submitted by Joe
44 Coronati of Jones and Beach on behalf of Troy Brown of Loon Lake, LLC. The
45 applicant is proposing to subdivide the property identified as Raymond Tax Map 46 Lot
46 9 located at 68-70 Mountain Road, Raymond NH, 03077 and is within Zone B.

47 Mr. Reed recused himself from the meeting because Mr. Brown is his friend.

48 Motion:

49 Ms. Gott made a motion to accept this plan as ready for review. Ms. Beauvilliers
50 seconded the motion. The motion passed unanimously with a vote of 4 in favor, 0
51 opposed, and 0 abstentions.

52 Joe Coronati of Jones and Beach Engineers and Troy Brown, the owner of the
53 Mountain Road Trading post introduced themselves.

54 Joe Coronati: "The parcel of land is on 68-70 Mountain Road. For many years it has
55 had a commercial business on it and a house. It is a 5-acre property in a residential
56 zone. Troy contacted us about trying to separate the existing residential house from the
57 business via subdivision. We looked at the property and it did not have the adequate
58 frontage to do a subdivision. We had some other hardships where the house was
59 located. The house is quite close to Mountain Road. In order to subdivide the property,
60 we needed variances. We ultimately received approval of 5 variances. The existing
61 house is a small two-bedroom house with a curb cut on Mountain Road. The Trading
62 Post has its own curb cut. The house lot that we would be splitting off would be about
63 27,000 square feet. It already has an existing septic system which was sized for a 3
64 bedroom. There is an existing well. The house is completely separate from the
65 commercial business. We thought it was a good idea to split them, so you don't have
66 two competing uses on one parcel. The bigger lot will be 4.38 acres."

67 Ms. Gott: "The access road coming in is dirt coming into the Trading Post"

68 Joe Coronati: "Yes."

69 Mr. Ayer: "I am not a fan of all these variances because you are setting precedent for
70 the whole town. You have a variance for almost every single rule we have."

71 Joe Coronati: "We have a very unique situation."

72 Mr. Ayer: "I don't understand when you have enough acreage why you need a variance
73 to make non-conforming lots smaller than 2 acres."

74 Ms. Gott: "The Zoning Board has jurisdiction over that we don't. It is said and done.
75 This is what comes to us. I understand your concerns but if we have problems and
76 questions about the Zoning Board that is something that later on and Brad had to
77 recuse himself, he is the Zoning Board Rep. We don't have any say over this now."

78 Mr. Ayer: "The RSA says that you can request a meeting. That the chairman of the
79 Planning Board will run the meeting. Now it is not a law, but it would have been very
80 ethical to do it, to bring this before us in a joint meeting. "

81 Ms. Bridgeo: "The parcel is grandfathered in zone B with commercial use on it. Your
82 well radius is not on the property that you are asking to subdivide. When I got to C3 it
83 looks as if your septic is in the wet."

84 Joe Coronati: "It is not in the wetlands."

85 Ms. Bridgeo: "To what benefit is it to subdivide to make this non-conforming lot?"

86 Joe Coronati: "There are a couple of them. You have a house and commercial
87 business on the same lot. It is hard to finance either one of them. Troy wants to do
88 something with the house, sell it off, and it is hard to do that when it is on the same lot."

89 Ms. Bridgeo: "It still leads back into the problem that your well radius is in where you
90 are trying to subdivide. Your well radius is on Mountain Road Trading Post because it
91 morphed and developed as a grandfathered business. I don't see that you can put your
92 well in a different location to actually give yourself the radius."

93 Joe Coronati: "We don't want to move the well, it is an existing well. So, we actually
94 provided a well radius easement. It restricts Troy from ever putting a septic system in
95 that radius."

96 Mr. Ayer: "I don't see a variance that grandfathers that existing business in. I see the
97 Trading post lot, but I do not see where you are going to grandfather that business in."

98 Joe Coronati: "The variances are listed on sheet A1 note 3 and those are the variances
99 that we were required to get. We are not required to get a variance for a grandfathered
100 business. If you change the lot, then you have to get a variance from 2.1.3 preexisting
101 non-conforming lots. We changed the lot, not the use. There are no physical changes

102 to the lot.”

103 Ms. Gott: “Three things I would like us to do, if we do vote on this, the ZBA specifically
104 said that there was not to be any additional subdivision. So, we should continue that
105 condition of approval. The other condition is the description of how we protect the well.
106 The other thing that I would like to add is that the store would never be converted into
107 housing because of the size of the septic. It is relatively small.”

108 Joe Coronati: “I don’t know if that is an appropriate condition because that would
109 actually make the lot conforming. If anyone in the future wanted to turn it into a house
110 the size of the septic could be modified. It could be added on, it could be expanded, but
111 then it would actually become a conforming lot. In a conforming zone.”

112 Mr. Coppelman: “Would it be helpful for the public if the applicant would walk through
113 each of the variances just to make sure the Board understands what exactly has been
114 granted for this.”

115 Joe Coronati: “The first one was minimum lot size. That is for the residential house.
116 The minimum frontage. That was originally applied for the house and the Trading Post
117 but as it turned out we only needed it for the house. The third one was the minimum
118 setback requirement. That is just for the front setback of the existing house. The only
119 setback relief was for the front setback. The fourth one was for the minimum
120 contiguous upland. That was for the minimum contiguous upland that is more than the
121 size of the residential house. The fifth and final one was the pre-existing non-
122 conforming lot. Since the lot is grandfathered, also called pre-existing non-conforming.”

123 Ms. Bridgeo: “One thing I have to say is that as the Board is to further create more pre-
124 existing non-conforming and to take already pre-existing non-conforming and add more
125 pre-existing non-conforming. I personally feel that that is not how we should be taking
126 our non-conforming and adding non-conforming onto non-conforming.”

127

128 Joe Coronati: “The Zoning Board deliberated on this a lot. There was a lot of thought
129 put into the variances. They really weighed in on the fact that it is a unique situation. It
130 actually helps having the lots separated rather than being on the same parcel.”

131 Ms. Bridgeo read a letter from Danielle Shields. (See attached.)

132 Mrs. McCarthy: “You all received a memo in your packets about 15.2.7 which says that
133 a commercial zone that is abutting a residential area should have a buffer. The ZBA did
134 talk about it. I did provide you with a copy of the minutes. They were in support of a

135 fence along the easement.”

136 Joe Coronati: “This is the proposed property line here and what we discussed with the
137 Zoning Board was a fence along the edge of the road with some trees on the
138 residential side.”

139 Mrs. McCarthy: “The buffers are suggested to filter the light and noise generated by a
140 commercial or industrial structure.”

141 Ms. Gott: “Would the trees put in at the resident’s side of the fence be put in at the
142 expense of the Trading Post folks?”

143 Joe Coronati: “Yes they would be part of the plan.”

144 Ms. Gott: “It is going to have to be a pretty high fence and some pretty high bushes to
145 obstruct any view.”

146 Joe Coronati: “It was only along the first 100 feet coming in. It wasn’t around the whole
147 parcel. I think it is going to be more of a visual buffer for cars entering or boat storage.”

148 Ms. Gott: “I am concerned about the buffer. We have always been fairly insistent on
149 having buffers between unlike uses.”

150 Ms. Bridgeo: “I think also our well radii is RSA 485-A:30, I think we need to address
151 that as well.”

152 Ms. Gott: “If we ask for 20 feet of buffer, why couldn’t it be on the Mountain Road
153 Trading Post side versus the residential side? You have more land on the Trading Post
154 side.”

155 Joe Coronati: “The issue really is the existing driveway for the Trading Post is his only
156 display area for sales. The lot line is in the gravel driveway. The buffer has to be on the
157 residential side otherwise it would essentially be in his parking lot.”

158 Ms. Gott: “You described the gravel driveway as being close to the property line, how
159 close it is to that well.”

160 Joe Coronati: “Currently it is 5 or 6 feet.”

161 Ms. Gott: “That bothers me. You have got cars going in and out 6 feet from somebody
162 else’s well. I am trying to figure out how to protect their well and your driveway. It may
163 mean moving the driveway.”

164 Joe Coronati: "Typically we would grant the well radius, move the well if it had to be.
165 The well has been there for years."

166 Troy Brown: "One of the reasons you might consider putting the foliage on the outside
167 of the line is because of where the best grass and dirt is. The Mountain Road Trading
168 Post side of the line is a gravel driveway. I think it will best thrive and survive where it
169 can be watered appropriately."

170 Mr. Coppelman: "I know that Joe indicated that one of the most egregious infractions
171 with a well radius would be septic. I don't know how you would list them but there could
172 be other things. You could have the Board council review the easement language."

173 Joe Coronati: "I have a suggestion, If the new owner took over and a new well was
174 required at the top of the hill, they would still need to be an easement on the Mountain
175 Road Trading Post lot."

176 Motion:

177 Ms. Gott made a motion to approve the request for the subdivision application #2021-
178 006 with the following special conditions. There will be no other subdivisions on this
179 property. That there will be a six-foot fence and tree plantings on the residential side.
180 The tree plantings would be at least 6 feet tall evergreens. Six feet of evergreens on
181 the Mountain Roadside. The other is the well easement. The well easement should be
182 established and reviewed by council to protect that well at an appropriate level and
183 appropriate easement.

184 Joe Coronati: "Was the motion to have plantings on both sides of the property line. We
185 really can't put them on our side because the property line is in the middle of the gravel
186 driveway."

187 Ms. Gott: "There is a very good chance you may have to move that driveway because
188 of the well easement and needing for the buffer."

189 Troy Brown: "There is no place to move it to because of the pond."

190 Ms. Bridgeo: "Something we haven't talked about. The Mountain Road Trading Post
191 which is in zone B."

192 Ms. Gott: "I am going to back out of my motion to have further discussion."

193 Ms. Bridgeo: "I would like to talk about the Mountain Road Trading Post which is going
194 to stay Mountain Road Trading Post which is not going to be adding additional housing."

195 There should be no residential use in addition to the commercial use. “

196 Joe Coronati: “Would it make more sense to have trees on either side of the fence but
197 not necessarily on the Mountain Road Trading Post property? That way there would be
198 vegetation on both sides of the fence.”

199 Ms. Gott: “My concern is that all of this is getting shifted over to the other side of the lot
200 line onto the smaller piece of property.”

201 Ms. Gott: “Is there going to be renovation on the store?”

202 Troy Brown: “Over time it is possible.”

203 Ms. Gott: “Because a certain percentage triggers the need for sprinklers.”

204 Mr. Coppelman: “You are then going to need to probably deal with ZBA again.”

205

206

207

208 Motion:

209 Ms. Gott made a motion to approve application 2021-006 a subdivision of 68-70
210 Mountain Road tax map 46, lot 9 subject to the following conditions, (See attached) Mr.
211 Beauvilliers seconded the motion. The motion did not pass with a vote of 2 in favor, 2
212 opposed, and 0 abstentions.

213 Gretchen Gott -Yes

214 Paul Ayer - No

215 John Beauvilliers - Yes

216 Patricia Bridgeo - No

217 Ms. Gott: “It is a denial of the subdivision.”

218 Mr. Coppelman: “The Board could make an alternate motion.”

219 Joe Coronati: “If that is the situation, we would have to request continuance.” “We
220 would request a continuance.”

221 Motion:

222 Ms. Gott made a motion to continue application 2021-006 until July 15, 2021, based on
223 a request from the applicant to continue the hearing at 7pm at the High School. Mr.
224 Beauvilliers seconded the motion. The motion passed with a unanimous vote of 4 in
225 favor, 0 opposed, and 0 abstentions.

226

227 Mr. Reed rejoined the Board.

228 Application #2021-002: A Subdivision Application has been submitted by Paul
229 Dobberstein on behalf of Jean-Marc Meunier. The applicant is proposing to subdivide
230 for property identified as Raymond Tax Map 35 Lot 54 located at 11 Old Ham Rd.
231 Raymond NH, 03077 and is within Zone B.

232 Ms. Gott: "In our minutes it said that this was continued until July 1st. How did we get to
233 this date? Were all abutters notified of the change?"

234 Mrs. McCarthy: "The applicant requested it after your site walk and yes, everybody was
235 notified."

236 Ms. Gott: "I made the motion to have it continued until July 1st and to have a TRC
237 meeting review of this. Have they been to TRC?"

238 Mrs. McCarthy: "No. But they requested to come back for today, and if you feel like
239 they need to go to TRC after their presentation tonight then I am sure they will be fully
240 willing to do it at that point."

241 Motion:

242 Ms. Gott made a motion to accept this application as complete for review. Ms. Bridgeo
243 seconded the motion. The motion passed with a vote of 5 in favor, 0 opposed, and 0
244 abstentions.

245 Paul Dobberstein, Ambit Engineering on behalf of Jean-Marc Meunier introduced
246 himself.

247 Paul Dobberstein: "Just quickly, why we requested to come back before going to the
248 technical review group. The thoughtful feedback from the Board and also the abutters.
249 It seemed from our perspective the issue regarding TRC was regarding the roadway
250 improvements, and as discussed at the sitewalk, we believe that we came up with a
251 solution that will work for everybody. Which is to move the driveway down to the
252 existing driveway cut significantly reducing the necessary improvements to the

253 unimproved portion of Old Ham Road. What we have done tonight is from where that
254 property line was shown previously at the end of the stone wall, toward the existing
255 house, about 30 feet. Then it extends up about 75 feet, then the driveway would then
256 just come in and go up onto the property. What we feel is that this would significantly
257 reduce the improvement and we wouldn't have to improve any of the roadway. We
258 want to work with the town and all of the abutters. I think the large concern, at least
259 from my perspective, a lot of these concerns were about going way down the road and
260 making these large improvements." The main change we made in terms of the lot line
261 we moved it down 30 feet, we just stretched it out so the remaining house lot would
262 remain 5 acres.

263 There are conflicting definitions in the Town ordinances and subdivision rules. The
264 Zoning ordinance defines frontage as the length of a lot at its front lot line which
265 borders on a public street, or a street paved in a subdivision approved by the Planning
266 Board. Then the Zoning ordinance goes on to define a street as a thoroughfare, road,
267 avenue, freeway, highway, and other ways open to public use. "Street" shall mean the
268 entire width of the right-of-way. So even though this is a class 6 road it meets the
269 definition of a street because it is a public way. The subdivision regulations define
270 frontage as the total length of all property lines of a premise which abut an existing
271 Class V or better road, or a road proposed to be built equal to or better than a Class V
272 Road. So, we are asking for a waiver from that requirement. Primarily to bring this up to
273 a class 5 road standard we are talking about a 25-foot-wide paved travelled way, with
274 4-foot gravel shoulders, the whole 9 yards and I don't think anybody wants to see a
275 road like that going through here just to access this one lot. The proposed subdivision
276 would be the last property on this way. We are requesting the waiver to allow frontage
277 on the public way but to not have to improve the road to a class 5 or better standard.
278 We believe that the law and the town already provide ample requirements for review by
279 town council and by public services to ensure that it is a safe improvement to build on a
280 class 6 road. So, we would humbly request that we don't have to go to the technical
281 review committee to receive conditional approval and allow that to be a condition of
282 getting a building permit."

283 Ms. Bridgeo: "Can you tell me what the distance is from the class 5 road, which is Ham
284 Road, to your proposed driveway?"

285 Paul Dobberstein: "It is approximately a thousand feet and that is on C2."

286 Mr. Ayer: "I believe there is an RSA 674:41 that says you can't build anything unless it
287 is a class 5 or better. It is all spelled out right here."

288 Mr. Reed: "They will need waivers from the Selectmen to be able to do that."

289 Ms. Gott: "The reason for tech review has to do with some of these very questions.
290 Tech review needs to look at the thousand-foot distance because there used to be a
291 restriction. The overriding question for me that has to do with this waiver is the fact that
292 there is a bright red sign right at the bottom of Old Ham Road. That indicates that it is a
293 private road. Everybody has been saying it is a class 6 road. We need to have DPW
294 identify which it is, clarify which it is. I have heard both ways. The overriding thing is
295 what kind of road is it?" "I appreciate that the applicant has moved the driveway down
296 so there is less impact on the other part of the road. I think that the abutters were
297 concerned about runoff."

298 Paul Dobberstein: "We have to work with the Department of Public Works to ensure
299 that whatever design is built is conforming with all of the town rules."

300 Mr. Reed: "Paul found an RSA specifically about this."

301 Mr. Ayer: "A street or a subdivision plat must be approved by the Planning Board, or a
302 street or a plat may be adopted by the Planning Board, or a street located may be
303 accepted by the local legislative body of the municipality at the submission of the
304 Planning Board and in the case of the Planning Boards disapproval by favorable vote
305 required by RSA 674:40 or is a class 6 highway. So DPW has nothing to do with it. We
306 approve the roads."

307 Mr. Reed: "My only question is are you planning on doing a stormwater management
308 plan? "

309 Paul Dobberstein:" If you are going to need to see a road design then that is going to
310 have to be part of it."

311 Trudy Willette: "I live at 20 Ham Road. I have issues with this proposal. Mr.
312 Dobberstein continues to show you that the subdivision will take place on Old Ham
313 Road. I clearly this morning took copies of everybody's deed. My property abuts Old
314 Stagecoach Road Not Old Ham Road. 65 feet of it. This subdivision shows that the
315 subdivision runs along Old Ham Road and that is not true. We did a site walk a couple
316 weeks ago, I asked Mr. Wood what are we walking on? He said a travelled way. It is
317 not a class 6. All that property from 11 Old Ham Road is not up to a class 6 level, it is
318 an old pathway. As the Lovely's can tell you, stagecoaches went by their home. So,
319 the subdivision doesn't make sense to me as the property owner that abuts it because
320 my property, my deed, says that my property is 65 feet on Old Stagecoach Road. Not
321 Old Ham Road. His design is wrong, and it is false. I have read all these definitions; I
322 have read all this information, but my property line doesn't have a street behind it. It
323 has a travelled way. We all make sure the public does not go up there. We don't invite
324 the public to be up there. As you said the sign says private road. I don't think that it

325 should go through.”

326 Paul Dobberstein: “The deed says that. The road names change all the time. I am not
327 going to argue about it. I am doing a project in Newmarket right now. There is a road
328 called Grant Road that going back 25 years it was called Epping Road. I am using the
329 name of the road that the Town has.”

330 Beatrice Lovely: “It has never been a road. Cars were not allowed to come up there.
331 There has been a tree dropped so people can’t come up through it.”

332 Ms. Bridgeo: “How long has the tree been down?”

333 Mr. Lovely: “About 28 years.”

334 Beatrice Lovely: “My name is Beatrice Lovely, and I live at what used to be Cowens.
335 That was my parents. We are the big white farmhouse at the other end of the pathway.”

336 Paula Wysick: “This all began, actually I approached the Town in 1996 that we wanted
337 to move onto the property. It was at that time that the Planning Board said we can’t
338 change this; it is a class 6 road. I have maintained that. I have put gravel in. I have put
339 culverts in. I have been taking care of that road myself for the past 28 years. It says in
340 our deeds that 9 and 11 maintain it. The red sign is accurate, but somebody always
341 told us that it is called a class 6 road. We couldn’t do our subdivision because I didn’t
342 have the money to bring it up to a class 5 road.”

343 Trudy Willette: “Paula does say that she does maintain the road but only up to the 11
344 Old Ham Road driveway, correct?”

345 Paula Wysick: “I don’t plow it beyond that, it stops.”

346 Ms. Gott: “I maintain and still would like to have TRC involved in this prior to making a
347 decision. The questions being ability for emergency access. How wide they feel it
348 needs to be. What kind of improvements there need to be? Whether it is class 6 or
349 private needs to be resolved. We know that there would still be a letter of liability
350 waiving even if it is class 6 or private. I like the change in the driveway making it closer
351 to the intersection down toward the thousand feet.”

352 Motion:

353 Ms. Gott made a motion to continue application 2021-002 until August 5, 2021, at 7 pm
354 at the High School and concur that it has been reviewed by tech review before we see
355 it again. An appearance before tech review is a requirement. Mr. Beauvilliers

356 seconded the motion.

357 Mr. Beauvilliers: "In addition to tech review there is this issue, I don't know how relevant
358 it is, about the name of the road. If it is relevant, then do we need to review it with
359 legal?"

360 Mrs. McCarthy: "That will come out in tech review."

361 The motion passed unanimously with a vote of 5 in favor, 0 opposed, and 0
362 abstentions.

363 Approval of minutes:

364 Motion:

365 Ms. Gott made a motion to approve the meeting minutes of May 13, 2021, as
366 presented. Ms. Bridgeo seconded the motion. The motion passed unanimously with a
367 vote of 5 in favor, 0 opposed, and 0 abstentions.

368 The sitewalk meeting minutes of May 18, 2021, were tabled due to lack of quorum.

369 Motion:

370 Mr. Ayer made a motion to approve the meeting minutes of May 20, 2021, as written.
371 Ms. Bridgeo seconded the motion. The motion passed unanimously with a vote of 5 in
372 favor, 0 opposed, and 0 abstentions.

373 Motion:

374 Mr. Ayer made a motion to approve the meeting minutes of June 3, 2021, as written.
375 Ms. Bridgeo seconded the motion. The motion passed unanimously with a vote of 5 in
376 favor, 0 opposed, and 0 abstentions.

377 Staff updates:

378 Mrs. McCarthy: "RPC commissioner. Alissa Welch had elected to remain a
379 commissioner. You had elected to have Kendra Ferm appointed and Paul Lynn. Paul
380 Lynn declined. I am not sure Kendra ever got appointed because of Covid. But you are
381 down at least one commissioner."

382 Mr. Reed: "Chris, would you like to be a commissioner?"

383 Mrs. McCarthy: "I actually enjoyed it very much."

384

385

386 Motion:

387 Mr. Reed made a motion to recommend to the Board of Selectmen that they appoint
388 Christina McCarthy and Patricia Bridgeo as commissioners representing Raymond to
389 the RPC. Mr. Beauvilliers seconded the motion. The motion passed with a vote of 4 in
390 favor, 0 opposed, and 1 abstention.

391 Board member updates:

392 Ms. Gott: "Excavation permits I believe expire on June 30th and I am wondering if site
393 walks have been arranged and I would like to be included on the site walk. I would like
394 to see."

395 Mrs. McCarthy: "We are down to two pits. If you guys want to do the whole application,
396 then we can all do it and make it a meeting." "I think we do the site walks on one night
397 and have the meetings on a separate night."

398 Ms. Gott: "Brad, could you please give us a report, just a synopsis on all the ZBA
399 meetings that you attend."

400 Mr. Reed: "What I can tell you is Zoning had a meeting with the legal counsel. In that I
401 found out that if I participate in a particular zoning question I can also participate here. I
402 do find it difficult sitting on both Boards because we are looking at different things. You
403 need to focus on the question that is before you tonight. I would like to have a meeting
404 with Legal counsel so that we can talk about those very issues."

405 Mr. Ayer: "I think it creates a hardship for everybody else that lives in this town. Like if I
406 say I want to put a restaurant up on my farm and I go to the ZBA and they say no. I
407 would hire a lawyer and say they did this, this, this and this now they won't do it for
408 me."

409 Mr. Reed: "That was one of the things just because you make a decision here based
410 on this doesn't mean you automatically set a precedent for everything that follows.
411 They were very clear about that."

412 Ms. Gott: "A couple meetings ago we talked about this as a Board that we get training

413 by counsel, and I would continue that request.”

414

415 Motion:

416 Ms. Gott made a motion to have non meeting with legal counsel for the Planning
417 Board. Ms. Bridgeo seconded the motion. The motion passed unanimously with a vote
418 of 5 in favor, 0 opposed, and 0 abstentions.

419 Mr. Beauvilliers: “Ethics Committee?”

420 Mrs. McCarthy: “Ethics training is on July 1, 2021.”

421 Motion:

422 Mr. Beauvillier made a motion to adjourn. Ms. Gott seconded the motion. The motion
423 passed unanimously with a vote of 5 in favor, 0 opposed, and 0 abstentions.

424 The meeting adjourned at approximately 9:39 pm.

425 Respectfully submitted,

426 Jill A. Vdeboncoeur

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