

  
Register of Deeds, Carroll County

DECLARATION  
of the  
DIMARZIO CONDOMINIUM  
in  
BARTLETT, NEW HAMPSHIRE

DECLARATION made effective the 9<sup>th</sup> day of July, 2012, **CHRISTOPHER J. DIMARZIO and LISA M. DIMARZIO**, of P.O. Box 341, Ware, MA 01082, herein called the "Developer" for themselves, their successors, grantees and assigns.

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 356-B of the Revised Statutes Annotated of the State of New Hampshire herein called the "Condominium Act".

1.1 The name by which this condominium is to be identified is DIMARZIO CONDOMINIUM, herein called the "Condominium" and its address is 1279 and 1283 Main Street, Town of Bartlett, County of Carroll, State of New Hampshire. The Articles of Agreement are attached hereto as Appendix A.

1.2 The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the lands described in Appendix B, which is made a part hereof, together with



such additions as may hereafter be made thereto by Amendment of said Appendix, which lands are herein called the "Land".

2. Declarant. The Declarant is the Christopher J. DiMarzio and Lisa M. DiMarzio, of P.O. Box 341, Ware, MA 01082.

3. Definitions. The terms used herein and in the By-Laws (attached as Appendix C) shall have the meaning stated in the Condominium Act and as follows:

.1 "Unit" means unit as defined by the Condominium Act.

3.2 "Unit Owner" means unit owner as defined by the Condominium Act.

3.3 "Unit Number" means unit number as defined by the Condominium Act.

3.4 "Association of Unit Owners" or "Association" means the DiMarzio Condominium Association.

3.5 "Building" means a building comprising a part of a unit as defined below.

3.6 "Common Areas and Facilities" shall be all those portions of the property referred to in the Condominium Act and those portions of the property not included with the boundaries as described in Paragraph 7 with the exception of and shall include Limited Common Areas and Facilities as described in Paragraph 3.7 herein. In that the entire Condominium is included within the boundaries of Unit 1 and 2, the only Common Areas and Facilities are the Limited Common Area and Facilities as described in Paragraph 3.7.

3.7 "Limited Common Areas and Facilities" means and includes those common areas and facilities designated in this Declaration as reserved for the use of a certain unit or units to the exclusion of other units which in this case is the Unit's respective portions of the shared garage and the utilities and improvements within the same.



3.8 "Common Expenses" include: all sums lawfully assessed against the Unit Owners by the Association of Unit Owners; expense of administration, maintenance, repair or replacement of the common areas and facilities including common roadways or driveways and common septic systems; other expenses agreed upon as common expenses by the Association of unit Owners; and expenses declared common expenses by provisions of the Condominium Act or by this Declaration or the By-Laws.

3.9 "Majority" or "Majority of Unit Owners" means the Unit Owners with sixty-six and two-thirds percent (66-2/3%) or more of the votes in accordance with the percentages assigned in this Declaration to the units for voting purposes.

3.10 "Property" means and includes the land, the buildings, all improvements and structures thereon, all owned in fee simple absolute, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of the Condominium Act.

4. Development Plans.

4.1 The Condominium is being developed according to the following "Plans":

4.2 A condominium site plan as shown on the plan entitled "Condominium Conversion, Property of Christopher J. DiMarzio and Lisa M. DiMarzio" prepared by Ammonoosuc Survey Company, Inc., dated June 8, 2011, revised through June 28, 2012, recorded with the Carroll County Registry of Deeds at Plan Book 230, Page 69.

4.3 This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements as may hereafter be constructed. Such completion may be shown by a certificate of an architect, engineer or surveyor, certifying that



the improvements have been constructed substantially as herein represented or designating any changes made.

4.4 Easements for the installation and maintenance of utilities (water, sewerage, electric, telephone, etc.) and drainage facilities are reserved to each Unit Owner, over and under all land subject to this Declaration, provided that such easements not unreasonably interfere with any planned or actual construction of improvements on any Condominium Unit.

4.5 Easements for the common use of the driveway and parking lots, the septic system, and for snow storage to the east and west of the existing garage are reserved for the benefit of both Unit Owners.

5. Conversion of Convertible Land.

5.1 Not applicable.

6. Units.

6.1 The Condominium contains 2 Units. Each of the Units is hereby declared to be held in fee simple. Each of the Units may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property, independently of the other individual Unit, and subject only to the restrictions contained herein and in the Bylaws. Annexed hereto and made a part hereof as **Appendix D** is a list of the Units, their respective identifying numbers, and the Percentage Interest appertaining to each Unit.

7. Unit Boundaries.

7.1 The Units are deemed created upon the recording of the Condominium Instruments without the need for the construction of any Building. The boundaries of each Unit are as follows:





7.1.1 The initial lower horizontal boundary of the Unit is the plane immediately above the surface of the land in the locations shown on the Site Plan, and the initial upper horizontal boundary is the upper limits of the atmosphere. The vertical boundaries of the Unit are the planes which intersect the exterior boundaries of the Unit shown on the Site Plan with the ground and extend to the upper limits of the atmosphere. Floor plans of the current improvements on each such unit are included on the condominium site plan, with all of those improvements being substantially complete.

7.1.2 Each Unit shall include the space enclosed by said boundaries and all portions of any Building, pavement and other improvements constructed within said boundaries, including the finished exterior surfaces of the exterior perimeter walls, door frames, and roof consisting of inter alia and as appropriate, all shingles, brick, paint, lath, wallboard, drywall, plasterboard, concrete, plaster, paneling, wallpaper, floors, tiles, walls and doors.

7.2 All Unit owners, by virtue of their ownership of a unit in the Condominium, are mandatory members of the Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the By-Laws. Subject to the provisions of the By-Laws of the Association, such owners shall be entitled to one vote.

8. Maintenance and Alteration of Units and Limited Common Areas.

8.1 The responsibility of a Unit Owner shall be to maintain, replace, and repair, at his expense, all portions of the buildings within his Unit, and all site improvements within his Unit including its septic system. A Unit Owner may remove any portion thereof or make any additions thereto, so long as the same complies with all requirements of the Town of Bartlett,



would not jeopardize the safety or soundness of the unit building and, not impair any easement. All plans for such work should be prepared in accordance with the requirements for a building permit by the Town of Bartlett. The cost of any such improvement shall be solely at the expense of the Unit Owner making it. The Unit Owner will be required to obtain such permits as maybe required under by the State of New Hampshire and the Town of Bartlett, New Hampshire.

9. Description of Common Areas and Facilities.

9.1 The only Common Areas are the following:

9.1.1 The Common Driveway, with appurtenant rights of snow storage to the east and west of the Common Garage, located in part on both Unit 1 and Unit 2 to serve both Unit 1 and Unit 2, with said Common Driveway to be Limited Common Area appurtenant to both Unit 1 and Unit 2.

9.1.2 The Common Garage located in part on both Unit 1 and Unit 2 to serve both Unit 1 and Unit 2,, that portion of which is located on Unit 1 will be Limited Common Area appurtenant to Unit 1 and that portion of which is located on Unit 2 will be Limited Common Area for Unit 2.

9.2 The percentage of undivided interest in the common areas and facilities appertaining to each unit and its owners for all purposes, including voting, is as set forth in Appendix D, which is made a part hereof.

10. Maintenance of Common Driveway.

10.1 All costs of maintaining, replacing and restoring the Common Driveway and Common Garage shall be maintained as Common Area and shall be shared in accordance with the percentage shown on Appendix D. Each of the Unit Owners shall also enjoy rights of entry onto the Driveway and into the Garage. The rights of incursion beyond the limits of the



improved surfaces of the Common Driveway shall be agreed upon, in advance, by the Unit Owners acting reasonably and in good faith and, in connection therewith, the Unit Owners shall be obligated to provide to one another such additional licenses, easements, plans and other documentation as may reasonably be necessary to effectuate the foregoing.

10.2 With respect to the public water distribution and other utility lines located within the boundaries of either Unit 1 or Unit 2 and the connection by the Units, each Unit Owner shall be responsible for the connection and repair of the same. There is an appurtenant easement for installation, repair and maintenance of the water distribution system and other utilities whether the same is located within the common elements or within the Units. .

10.3 The maintenance and operation of any site improvements within a Unit shall be the responsibility and the expense of the Unit Owner.

11. Assessments.

11.1 The annual assessments against Unit Owners for common expenses shall be made pursuant to the By-Laws and shall be allocated to each Unit Owner according to this percentage of undivided interest in the common areas and facilities as set forth in Appendix D.

11.2 In addition to the annual assessments, the Association may, subject to the conditions of Paragraph 10, levy, in any assessment year, a special assessment payable over a period not to exceed five (5) years for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the common elements and limited common elements.

11.3 Assessments and installments thereon be paid on or before thirty (30) days after the date when due. All sums not paid on or before thirty (30) days after the date when due shall bear



interest at the rate of 1% per month compounded, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

11.3.1 Each assessment, regular or special, shall be separate, distinct and personal debts and obligations of the Unit Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of assessment assessed to the Unit Owner shall bear interest as aforesaid plus costs including reasonable attorney's fees and shall become a lien upon such unit and/or such building, as applicable, upon recordation of a notice of assessment by the Board of Directors. Said lien for non-payment of common expenses shall have a priority over all other liens and encumbrances, recorded or unrecorded, except as follows:

11.3.1.1 Tax and special assessment liens on the Unit in favor of any assessing body and special district, and

11.3.1.2 All sums unpaid on a first mortgage of record on the Condominium Unit and/or Building.

11.3.2 A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by the lien upon any Unit created hereunder, shall be conclusive upon the Board of Directors, and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner or any encumbrancer or prospective encumbrancer of a Unit upon





request at a reasonable fee, as by law allowed. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

11.3.3 Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate, stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Board of Directors or by a bank or trust company or title insurance company authorized by the Board of Directors, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

11.3.4 The above lien shall inure for the benefit of the Association of Unit Owners.

12. DiMarzio Condominium Association.

12.1 The operation of the Condominium shall be by the DiMarzio Condominium Association, herein called the Association and shall fulfill its functions pursuant to the following provisions:

12.2 The members of the Association shall be the Unit Owners.

12.3 The By-Laws of the Association shall be in the form attached as Appendix C.



12.4 Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage other than the cost of maintenance and repairs caused by a latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

12.5 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

12.6 Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

13. Use Restrictions.

13.1 Use of the property of the Condominium shall be in accordance with the following provisions:

13.2 Use of each Unit shall be limited to residential uses and/or low impact commercial uses such as medical outpatient clinics, hospitals, medical and professional offices, retail, churches and other places of public assembly including the service of foods that are prepared on site. Commercial uses such as automobile repair facilities, stations for refueling vehicles and industrial uses are not permitted. The foregoing use restrictions shall benefit and burden Units in perpetuity and may be enforced by any Unit Owner. Disputes relating to the foregoing use restrictions are subject to the provisions of Paragraph 18, following.

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13.3 The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

13.4 All signs of any kind must be permitted by the Town of Bartlett zoning and other regulations.

14. Person to Receive Service.

14.1 The resident Clerk of the Association is hereby designated as the person to receive notice of process in any action which may be brought against the Condominium Association.

15. Insurance.

15.1 Insurance policies upon the Common Land covering the items described in sub-paragraph 15.2 of this paragraph shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Unit Owners. Insurance policies upon the Units and any improvements within the units covering items described in sub-paragraph 15.2 (I) shall be purchased by the Unit Owner for the benefit of the Unit Owner and their mortgagees as their interest may appear.

15.2 Insurance shall cover the following: (I) All buildings and improvements upon the land and all personal property in an amount equal to the maximum insurable replacement value excluding foundation and excavation. Such coverage shall afford protections against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as are customarily covered with respect to buildings similar to the buildings on the land such as vandalism and malicious mischief; Public liability in such amounts as shall be from time to time required by the Board of Directors of the Association, covering each member



of the Board of Directors and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners individually and as a group to a Unit Owner; (iii) Workmen's Compensation as required by law; (iv) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

15.3 The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.4 The provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure his own unit and personal property for his own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

16. Repair or Reconstruction After Damage.

16.1 Casualty Damage to Units. In the event any of the Units are damaged by fire or other casualty (whether insured or not), the Unit Owner shall, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier. Within a reasonable time after the fire or casualty, the Unit Owner shall, in its discretion, either (i) repair or restore the Unit so damaged in accordance with all provisions of this Declaration, or (ii) erect another Unit, in accordance with all provisions of the Condominium Instruments, or (iii) demolish the damaged portion and/or the balance of such Unit and restore the cleared area to a landscaped condition until and unless a replacement Unit is erected. During any period that a Unit is damaged, destroyed or demolished, the Unit Owner

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shall remain liable for its share of Common Expenses as fully as if such casualty had not taken place. All such repairs, reconstruction, demolition, or restoration shall be commenced and completed expeditiously.

16.2 Damage to or Destruction of Common Area. If any of the Common Area, other than Limited Common Area, is damaged or destroyed, the Unit Owners Association, upon receipt of the necessary permits and approvals, shall promptly cause the repair, restoration or rebuilding of the improvements so damaged or destroyed so that the restored portions of the Common Area shall comply with the applicable requirements of the Condominium Instruments. The Unit Owners Association shall have the option to secure the damaged or destroyed area in a safe manner and to delay the repair, restoration, or rebuilding of the Common Area until such time as it has received the insurance proceeds for such loss if such loss shall be a covered loss. In the event that the damage was caused by the negligence or willful misconduct of Unit Owner, the costs of such repair or restoration shall be paid for by the Unit Owner.

17. Units Subject to Declaration, By-Laws, Rules and Regulations.

17.1 All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, the Rules and Regulations adopted pursuant thereto as these instruments may be amended from time to time. The acceptance of a deed or a conveyance or the entering into of a lease or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time by such owner, tenant, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time

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any interest or stake in such unit as though such provision were recited and fully stipulated in each deed, conveyance, or lease thereof.

18. Dispute Resolution. All disputes arising out of or relating to this Declaration that cannot be settled by negotiation among the parties shall, in the first instance, be submitted to nonbinding mediation. Disputes unresolved through mediation shall be submitted to binding arbitration. Mediation and arbitration shall be conducted upon such terms and conditions as the parties, acting reasonably and in good faith, may agree. In the event the parties cannot agree as to a mediation or arbitration format, the matter shall be submitted to mediation and arbitration in accordance with Arbitration Rules for the Real Estate Industry (Including a Mediation Alternative) as promulgated by the American Arbitration Association or, in the absence of such rules, as directed by a New Hampshire Court having jurisdiction over the subject matter of the dispute. An arbitrator may award either party its costs of arbitration, including reasonable attorney's fees, based only upon a finding that a party acted unreasonably or in bad faith; otherwise, each party shall have responsibility for their respective costs of dispute resolution. The foregoing dispute resolution requirements shall not apply to recovery of Assessments of Common Expenses as described above which shall be enforced by judicial proceeding.

19. Amendment of Declaration

19.1 This Declaration may be amended by the vote of one hundred percent (100%) of the Unit owners cast in person or by proxy at a meeting duly held in accordance with provisions of

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the By-Laws. No such amendment shall be effective until recorded in the office of the recording officer.

20 Termination.

20.1 The Condominium may be terminated in the manner provided by the Condominium Act.

21 Invalidity.

21.1 The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provisions had never been included herein.

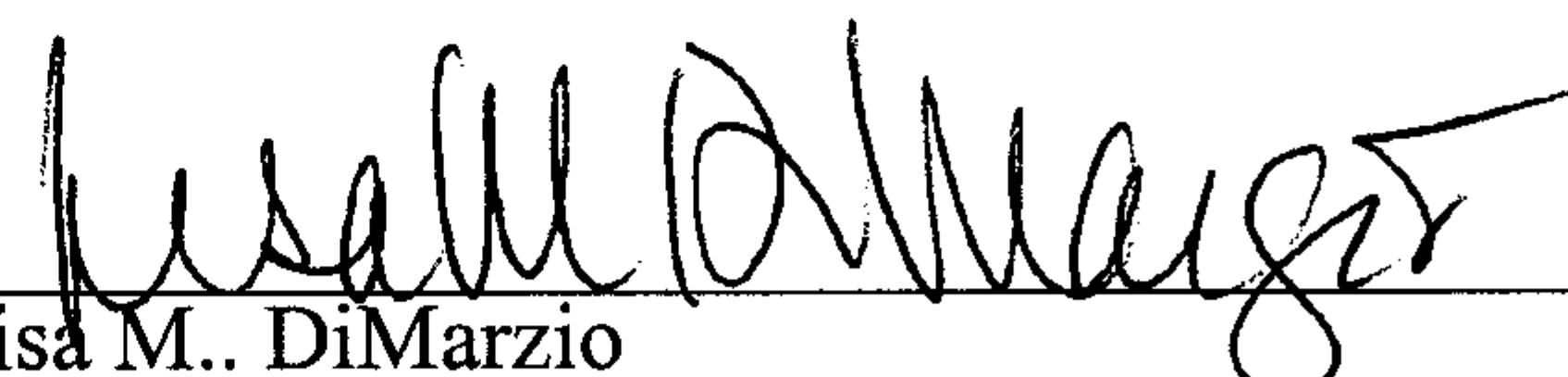
22 Waiver.

22.1 No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

IN WITNESS Whereof, the Declarants have caused this Declaration to be executed by them on the day first above written.

Witness:

  
\_\_\_\_\_  
Christopher J. DiMarzio

  
\_\_\_\_\_  
Lisa M. DiMarzio

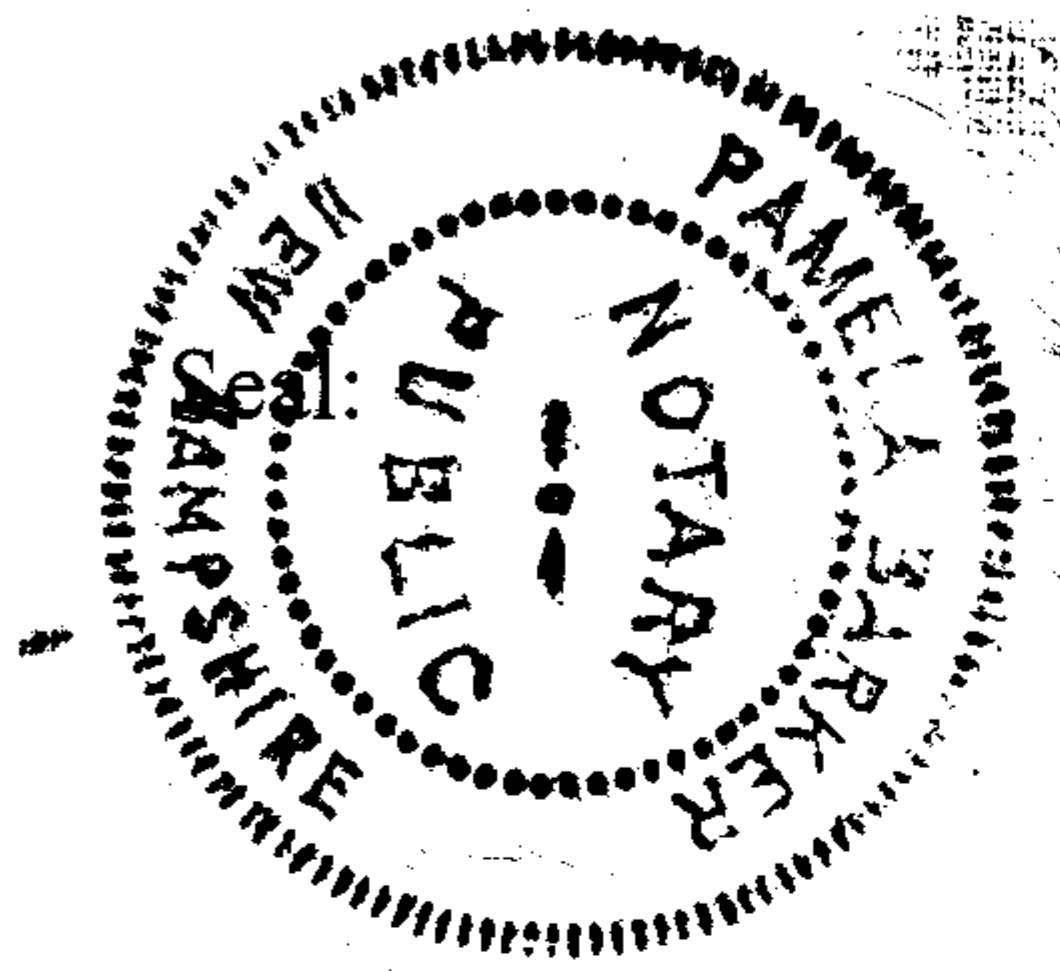
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Declaration of DiMarzio Condominium

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

Personally appeared the above named, Christopher J. DiMarzio and Lisa M.. DiMarzio and acknowledged the foregoing instrument as their voluntary act and deed, before me this 9th day of July, 2012.



**PAMELA BARKER**  
Notary Public  
State of New Hampshire  
My Commission Expires  
June 8, 2016

  
Notary Public/~~Justice of the Peace~~  
My Comm. Expires: 6/8/16  
Print or Type Name: Pamela G. Barker

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COOPER CARGILL CHANT • ATTORNEYS AT LAW  
2935 WHITE MOUNTAIN HIGHWAY, NORTH CONWAY, NEW HAMPSHIRE 03860  
110 PLEASANT STREET, BERLIN, NEW HAMPSHIRE 03570



STATE OF NEW HAMPSHIRE

Recording fee: \$25.00 (Note 1)

Form No. NP-1

Use black print or type.

RSA 292:2

Leave 1" margins both sides.

ARTICLES OF AGREEMENT

OF

DIMARZIO CONDOMINIUM

A NEW HAMPSHIRE

NON PROFIT CORPORATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated ourselves together as a body politic and corporate according to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto and prescribing the duties and powers of corporations under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be DIMARZIO CONDOMINIUM ASSOCIATION.

ARTICLE II. The objects for which this corporation is established are to promote the health, safety and welfare of the owners of property at DIMARZIO CONDOMINIUM ASSOCIATION in the Town of Bartlett, New Hampshire, and for this purpose:

- a. To own, acquire, build, operate and maintain walks, parks and commons, recreational facilities, driveways, foot ways, including buildings, structures, and personal properties incidental thereto;
- b. To plant, cultivate and protect shade, ornamental and forest trees;
- c. To promote the growth and prosperity of the Town of Conway;



- d. To maintain law and order;
- e. To provide garbage and trash collection, maintenance, and plowing of driveways;
- f. To provide water, sewerage and other utility services (not prohibited by law), or to provide for the connection to the said utilities;
- g. To maintain, repair, replace and operate Condominium Property;
- h. To make and collect assessments against members to defray the costs, expenses and losses of the Condominium;
- i. To use the proceeds of assessments in the exercise of its powers and duties;
- j. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members;
- k. To reconstruct improvements after casualty and to further improve the property;
- l. To pay taxes, if any, on property owned by it;
- m. To make and amend reasonable Regulations respecting the use of the Property in the Condominium; provided, however, that all such Regulations and amendments thereto shall be approved by not less than a majority of the votes of the entire membership of the Association before such shall become effective;
- n. To approve or disapprove the transfer, mortgage, and ownership of the Units as may be provided by the By-Laws of the corporation;
- o. To enforce, by legal means, the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association, and the Regulations for the use of the Condominium Property;

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- p. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portion;
- q. To employ personnel to perform the services required for proper operation of the Condominium;
- r. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefits and enjoyment of the residents of this building;

ARTICLE III. The principal place of business shall be at 1279 Main Street in the Town of Bartlett, County of Carroll, State of New Hampshire.

ARTICLE IV. The corporation is empowered to acquire real or personal property by grant, gift, devise, bequest, or purchase, and to hold or dispose of such property as the purposes of the corporation shall require.

ARTICLE V.

- a. The members of the Association shall consist of all of the record owners of Units 1 and 2 at DIMARZIO CONDOMINIUM .
- b. Change of membership in the Association shall be established by the recording in the public records of the County of Carroll, a deed or other instrument establishing a record title to a Unit in the Condominium.
- c. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.



- d. The members of the Association shall be entitled to at least one vote for each Unit owned by them. The exact number of votes to be cast by owners of a Unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI. The number of corporate officers, their several terms of office, mode of election, respective duties and all other things appertaining to the business of the corporation shall be defined and established in the By-Laws to be adopted by the corporation.

ARTICLE VII. Amendments to the Articles of Association shall be proposed and adopted in the following manner:

- a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- b. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.
- c. Approval of an amendment must be by a majority vote of the entire membership of the Association.
- d. No amendment shall make any changes in the qualification for membership, nor the voting rights of members without approval in writing by all members.
- e. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Carroll County, State of New Hampshire.





ARTICLE VIII. The term of the Association shall be the life of the Condominium unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

ARTICLE IX In the event of dissolution, all of the remaining assets and property of the association shall after payment of necessary expenses thereof be distributed first to any successor corporation undertaking similar or identical responsibilities with respect to the Condominium, and if the Condominium itself is being dissolved, then the remaining assets and property will be distributed to the members in the same proportion as their voting rights identified in Article V above.

ARTICLE X. The first meeting of the incorporators shall be held at the office of COOPER, CARGILL CHANT, P.A. Attorneys at Law, 2935 White Mountain Highway, North Conway, New Hampshire, at 10:00 a.m., on the 9th day of July, 2012. At said meeting, or at any adjournment thereof, the officers of the corporation may be chosen, By-Laws adopted, and any other business transacted, and all other notice of said meeting is hereby waived.

*<Signatures appear on following page>*

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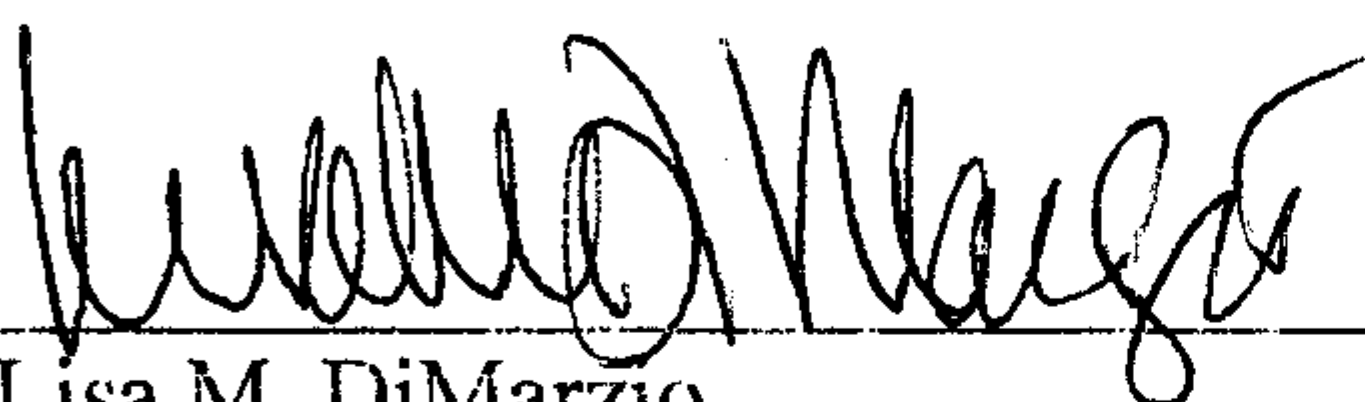
IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures, this 9th day of July, 2012.

NAME

ADDRESS

  
\_\_\_\_\_  
Christopher J. DiMarzio

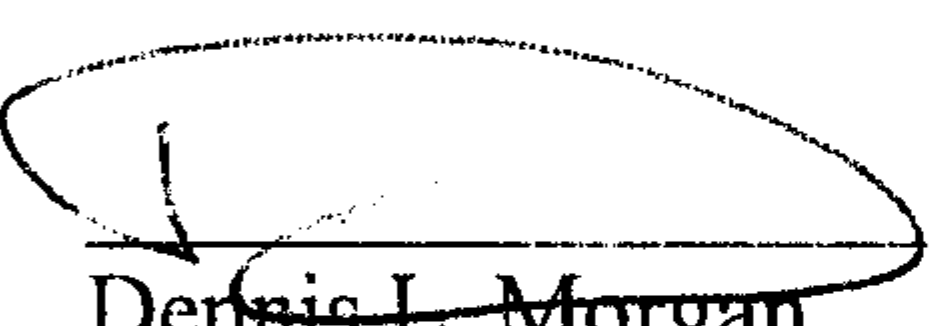
P.O. Box 341  
Ware MA 01082

  
\_\_\_\_\_  
Lisa M. DiMarzio

P.O. Box 341  
Ware MA 01082

  
\_\_\_\_\_  
Christopher T. Meier

P.O. Box 989  
Intervale, NH 03845

  
\_\_\_\_\_  
Dennis L. Morgan

P.O. Box 551  
N. Conway, NH 03860

  
\_\_\_\_\_  
Leslie M. Leonard

P.O. Box 1019  
Intervale, NH 03845

Mail fee with DATED AND SIGNED ORIGINAL to: Corporation Division, Department of State,  
107 North Main Street, Concord, NH 03301-4989.

File a copy with Clerk of the town/city of the principal place of business.

Town Clerk's office, Town of Bartlett, New Hampshire. Received and recorded this  
\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Town Clerk's Signature

\_\_\_\_\_  
Town Clerk's Name (Please Print)

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COOPER CARGILL CHANT • ATTORNEYS AT LAW  
2935 WHITE MOUNTAIN HIGHWAY, NORTH CONWAY, NEW HAMPSHIRE 03860  
110 PLEASANT STREET, BERLIN, NEW HAMPSHIRE 03570

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APPENDIX B  
DIMARZIO CONDOMINIUM

**DESCRIPTION OF SUBMITTED LAND**

A certain tract or parcel of land situated in the Town of Bartlett, County of Carroll, and State of New Hampshire, known commonly as 1279 and 1283 Main Street, on the southerly side of Main Street, and as shown on a plan entitled "Condominium Conversion, Property of Christopher J. DiMarzio and Lisa M. DiMarzio" prepared by Ammonoosuc Survey Company, Inc., dated June 8, 2011, revised through June 28, 2012, recorded with the Carroll County Registry of Deeds at Plan Book 230, Page 69, which Developer obtained by deed from Bearly There LLC recorded at Book 2665, Page 508 on October 3, 2007 in the Carroll County Registry of Deeds, and bound and described as provided therein.

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APPENDIX C  
DIMARZIO CONDOMINIUM

BY-LAWS

ARTICLE I

NAME

The name of the Association is the Dimarzio Condominium Association. The Association shall not be incorporated. The objects for which it is established, the nature of the business to be transacted by it shall be as set forth in RSA Chapter 356-B and the Declaration of Condominium and these By-Laws, and the location of its principal place and other places of business shall be 1279 Main Street, Bartlett, NH 03812. The powers of the Corporation and of its Directors and members, and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to such provisions in regard thereto, if any, as are set forth in RSA Chapter 356-B, the Declaration of Condominium and these By-Laws.

ARTICLE II

MEMBERSHIP

Section 1.

(a) The annual meeting of the members shall be held at the Condominium Property on the second Saturday of August of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held on the next day. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided, a subsequent meeting may be held in place thereof and any business transacted, votes had, or elections held at such meeting shall be of the same force and effect as if transacted, had, or held at such annual meeting.

(b) Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-half (1/2) of the votes of the entire membership.

(c) Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and should be mailed not less than twenty-one (21) days or more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

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(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days. An adequate notice of the new date shall be given as described in Section 1 (c) of this Article.

Section 2. At any meeting of the members, the Owners of Units shall be entitled to cast the number of votes equal to their respective shares in the Condominium as set forth in Appendix D of the Declaration.

Section 3. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Clerk of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit is recorded in the Registry of Deeds. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

Section 4. Votes may be cast in person or by proxy. Proxy may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

### ARTICLE III

#### DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of two (2) Directors. Directors' fees, if any, shall be determined by the members.

Section 2. One Director shall be appointed by the Unit Owner of each of the two units in the Condominium.

Section 3. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the respective Unit Owner(s) having the appointing authority for that Unit.

Section 4. Any Director may be removed by concurrence of three-fourths (3/4) of the vote of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the respective Unit Owner(s) having the appointing authority for that Unit.

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Section 5. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

#### ARTICLE IV

##### DIRECTORS' MEETINGS

Section 1. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting.

Section 2. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one (1) of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 3. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 4. A quorum at Directors' meetings shall consist of the entire Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the Director present may adjourn the meeting from time to time until a quorum is present. At any adjournment meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. The joining of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. The presiding officer at Directors' meetings shall be the President of the Corporation. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

#### ARTICLE V

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Condominium Act, the Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to approval by the Unit Owners when such approval is specifically required. The Board of Directors will have the identical fiduciary obligation to its Members as that of a director of a business corporation to its shareholders as presently specified in RSA 293-A:8.30 - 8.33, or as the same may be amended in the future. Compensation of employees of the Association, if any, shall be fixed by the Directors. A Director may be an employee of the

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Association and a contract for management of the Condominium may be entered into with a Director.

## ARTICLE VI

### OFFICERS

Section 1. The executive officers of the Association shall be a President who shall be a Director, a Secretary-Treasurer, and a Clerk. The President shall be elected annually by members from among the newly elected Directors. No person may hold more than one office, except that the office of Clerk may be held by a person holding another office. The Board of Directors may, from time to time, elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

Section 2. The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

Section 3. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members and shall have custody of all property of the Association. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary-Treasurer of an association and as may be required by the Directors or the President.

Section 4. The Clerk shall perform the duties of the Secretary when so delegated by the Secretary or when the Secretary is absent, and shall act as Registered Agent of the corporation.

## ARTICLE VII

### BUDGET

The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for other necessary expenses.

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ARTICLE VIIIASSESSMENTS

Section 1. Assessments against the Unit Owners for their shares of the items of the budget shall be made on or before the first day of December preceding the year for which the assessments are made, subject to approval of the members at their annual meeting. Such assessment shall be due at least annually but the manner and time for payment shall be determined by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors, subject to the written approval of seventy-five percent (75%) of the membership of the Association. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due as determined by the Board of Directors.

Section 2. If a Unit Owner shall be in default on the payment of an installment for an assessment, the Board of Directors may accelerate the remaining installments of the assessment with notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall become due upon the dates stated on the notice but not less than thirty (30) days after the mailing of such notice to him by registered or certified mail.

Section 3. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the Unit Owners concerned. After such notice and upon approval to in writing by persons entitled to cast more than one hundred percent (100%) of the votes of the Unit Owners concerned, the assessment shall become effective and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

Section 4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of money from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

Section 5. The members of a seventy-five percent (75%) vote at any meeting may require that an audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

Section 6. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

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ARTICLE IX  
AMENDMENTS

These By-Laws may be amended in the following manner:

Section 1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by at least one hundred percent (100%) of the entire membership of the Board of Directors,

Section 3. No amendment shall discriminate against any Unit Owner or class or group of Units unless the Unit Owner so affected shall consent. No amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the Owner's share of the common expenses, nor change the voting rights of members.

Section 4. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Registry of Deeds of the County of Carroll, State of New Hampshire.

The foregoing were adopted as the By-Laws of DIMARZIO CONDOMINIUM ASSOCIATION, a corporation not for profit under the laws of the State of New Hampshire, at the first meeting of the Board of Directors held on the 9<sup>th</sup> day of July, 2012.

  
Kenneth R. Cargill, Clerk

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APPENDIX D  
DIMARZIO CONDOMINIUM

DESCRIPTION AND SIZE OF EACH UNIT  
AND  
PERCENT OF UNDIVIDED INTEREST

Each unit owner shall be entitled to an undivided interest in the common areas determined by value as established in the following chart. Each unit owner shall be entitled to cast the specified percentage of the total number of votes on behalf of his unit for a total of 100.00%.

<u>Unit Number</u>	<u>Value of Unit</u>	<u>% of Common Area</u>
Unit 1	\$350,000	70 %
Unit 2	\$150,000	30 %

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