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Please Respond to the Exeter Office

August 22, 2019

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Town of Nottingham Planning Board
139 Stage Road
P.O. Box 114
Nottingham, NH 03290

Re: Domus Developers, Inc.

Dear Chairman Grotenhuis and Members of the Board:

In anticipation of a request from the Board that we demonstrate how various key aspects of the project will be maintained by the property owners, we submit for your review two excerpts of what will become the condominium documents.

As you may know, the condominium documents consist of a declaration which defines what is owned by the unit owner individually and what is owned collectively with the other unit owners. The bylaws then indicate that the portions of the condominium which are owned in common are to be maintained by all and that all are expected to contribute towards the expense of such maintenance.

The attached excerpt from the declaration includes the definition of "common areas". As you can see, the definition includes the roadways, well, septic and drainage/rain garden system. References to "Exhibit A" and "Property" merely refer to the legal description of the condominium as a whole. The attached excerpt from the bylaws, with emphasis added by way of underlines for the relevant portions, indicates that the unit owners will be responsible to pay for the maintenance, repair and replacement of all manner of common operations, including the road, wells, septic, drainage and trash removal. The bylaws also set up a general replacement reserve so that when the time comes to repave the road or do a major repair to the well or septic, that adequate funds will exist for the task.

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If you have any questions about these excerpts or how they might operate in conjunction with the condominium documents as a whole, do not hesitate to contact me.

Very truly yours,

DONAHUE, TUCKER & CIANDELLA, PLLC



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SCS/jh

Enclosures

cc: Domus Developers, Inc.
Christopher R. Berry

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DECLARATION

ARTICLE _____ COMMON AREAS

The Common Area consists of all areas and improvements that are not included within or defined as part of the units. Common area shall also include 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 easements serving the Property. Common areas include, but are not limited to, the following:

SECTION A. All of the land described in Exhibit "A" hereto, together with the benefit and subject to all of the rights, easements, restrictions and agreements of record, if any, so far as the same may be in force as described in Exhibit "A" hereto.

SECTION B. All portions of the buildings not included with any unit. The water, septic, electric, telephone and any of the utility systems serving the Condominium to the extent that such systems are located within the Property, are not contained within and serving only one Unit, and are not owned by the supplier of the utility service.

SECTION C. The wells, septic systems, private roadways, electric, drainage systems for the road including rain gardens, telephone and any utility systems.

BYLAWS

ARTICLE _____ COMMON EXPENSES

SECTION 1. Common Expenses. The Owner of each Unit shall be liable for and shall pay as and when assessed a share of common expenses in proportion to his or her common interest (i.e. the undivided interest in the common areas as set forth in Exhibit “_____” to the Declaration). The owner of each Unit shall be responsible for the payment of any utility expenses associated with the Unit and their respected limited common area including, but not limited to, electricity, gas, heat and hot water. Expenses incurred for the repair and maintenance of the well and septic system within the Common Area shall be deemed a common expense. Common expenses will include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Condominium, including without limitation: all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each Unit and the common interest appurtenant thereto or the personal property or any other interest of a Unit Owner); assessments; insurance; liability for loss or damage arising out of or in connection with the Common Areas or any fire, accident or nuisance thereon; the cost of maintenance, repair, reinstatement, rebuilding and replacement of Common Area or facilities in the Common Areas, including but not limited to maintenance obligations of the rain gardens imposed by government approval for the Condominium. Further, common expenses shall include yard maintenance, trash disposal and similar services as appropriate; wages; accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, management and operation incurred on or for the Common Areas as appropriate or for the Association; and the cost of all water or utility services to the Common Areas. The common expenses may also include such amount as the Association may deem proper to make up any deficit in the reserve. Common expenses will also include all common expense assessments against all Units, title to which is held by the Association. Common Expenses shall not include, and a Unit Owner shall be liable and responsible for, charges, costs, and expenses, incurred by or on behalf of the Association in connection with the repair, reinstatement, rebuilding, or replacement of Common Area or facilities in the Common Areas necessitated by the negligence or willful misconduct of any Unit Owner, or any guest, resident, agent, or contractor of a Unit.

SECTION 2. Capital Improvements. Whenever in the judgment of the Association the common areas should be improved by new construction, alteration of existing facilities not shown in the condominium plans, any such additions, alterations or new construction may be made by the Association only after obtaining approval of all Units. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

SECTION 3. Reserves. Each Owner shall pay an initial deposit equal to one (1) months' fees (such amount not to be prorated based on the closing date) upon its purchase of a Unit which shall be deposited into the _____ account established at a bank as mutually agreed upon by the Unit Owners and which amount shall be allocated as general operational reserves of the Association. The Association shall additionally assess as a common expense an amount or

amounts on a monthly basis for the purpose of establishing and maintaining a general operating reserve and general replacement reserve, against anticipated future outlays for operations or for maintenance or replacement of facilities within the common areas or equipment or other property held by the Association in connection with the condominium. The size of any such reserve shall be reviewed at each annual meeting of the Association. The funds will be deposited in a responsible bank and may be intermingled with the Association's general operating account, or segregated in a separate account, in the Association's discretion.

Any such reserve may be used at the discretion of the Association to meet any deficiencies in operating funds from time to time resulting from higher than expected operating expenses and maintenance costs, or any delinquency by any Unit Owner or Owners in the payment of assessment for common expenses. Said reserve shall not operate to exempt any Owner from liability to contribute his or her proportionate share of such expenses or to pay any such assessments thereof and any funds withdrawn from said reserve for the purpose of making up any delinquency shall be reimbursed upon the payment of such delinquent assessments. The proportionate interest of each Owner in said reserve shall not be withdrawn or assigned separately but shall be deemed to be transferred with each Unit even though not mentioned or described expressly in the instrument of transfer.

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