

Sheena Duncan

From: Jordan Rabb <jordanrabb@gmail.com>
Sent: Tuesday, February 14, 2023 5:27 PM
To: Sheena Duncan
Cc: Mike S; Jordan Rabb
Subject: Re: 1121 N Main St. Short Term Lodging
Attachments: First_Amendment_to_S_Family_Trust_LLC.docx.pdf; Short Term Lodging Ordinance.pdf; ZBA Special Exception Short-Term Lodging.pdf

EXTERNAL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sheena-

I have reviewed the STR rules and I do believe Mike qualifies. I have attached his work email and his personal email here as he has asked me to help him through this process.

Mike is a recovering alcoholic who is now 1 year sober. He works for me and I am helping him get back on his feet. He will be living there more than 150 days a year, and will be renting out the house on the weekends to cover our mortgage payments. This is the agreement we made when we bought the house. He meets all of the requirements as he lives there 150 days and he will be renting out on weekends while he works overnights.

Attached I have provided proof that he is a beneficiary of the trust with me. We had a lawyer look it over today to make sure we had everything you would want to see. We made a few changes but it now shows that he is a part owner. He does have his license suspended unfortunately stemming from a legal incident last year. Again, this is all apart of his recovery. What I can provide is proof that he pays the electric bill. Once he gets his car back, he will be getting a license issued to 1121 N Main St. The city lawyers can look up the case online to verify he is indeed in court to get his license back.

I am trying to figure out what other proof will be helpful. We are willing to provide anything you may need. I will hold off on applying for a special exemption as I believe he does qualify for STR.

Jordan Rabb
(c) 617-276-2880

On Feb 14, 2023, at 9:44 AM, Sheena Duncan <sduncan@laconianh.gov> wrote:

Good morning Jordan, as we discussed in our phone conversation, I have attached a copy of the Special Exception for Short Term Lodging and applicable ordinance for you to review. If you cannot meet the 150 days/ primary residence requirement, you have the option to seek this special exception. Please respond to this email with any additional questions and comments regarding verification of your partner's residence, and connection with ownership.

Best,

Sheena Duncan
Conservation Planner Technician
City of Laconia
(603) 527-1264

FIRST AMENDMENT TO OPERATING AGREEMENT

OF

S FAMILY TRUST LLC, A COLORADO LIMITED LIABILITY COMPANY

THIS FIRST AMENDMENT TO OPERATING AGREEMENT ("**First Amendment**") is entered into and effective as of this 14TH day of February 2023 (the "**Company**") and Stefano Creatini ("**Creatini**"), an individual, and Jordan Rabb ("**Rabb**"), an individual (each, a "**Member**", and collectively, the "**Members**") of the Company.

WHEREAS, the Members formed the Company effective December 1, 2022.

WHEREAS, the Members executed that certain Operating Agreement dated December 1, 2022.

WHEREAS, the Members desire to amend the Operating Agreement.

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. First Amendment

- a. Terms. The capitalized terms used herein shall have the same definition as set forth in the Operating Agreement unless otherwise specified herein.
- b. Manager. The Members desire to add Michael Sack as a Manager of the Company ("**Manager**"). The Manager shall perform his duties as a Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager may sign contracts or other instruments on behalf of the Company, except in cases where the signing or execution thereof shall be expressly delegated by the Members or by statute to some other officer or agent of the Company; and, in general, the Manager shall perform all duties as prescribed by the Members from time to time. The Member shall have no ownership interest in the Company.
- c. Notice. Section 10.8 shall be amended to read as follows: All notices required to be given by this First Amendment will be in writing and will be effective when actually delivered or, if emailed, when received, or if mailed, when deposited, postage prepaid, directed to the addresses set forth below or to such other address as a Member or Manager may specify by notice given in conformance with these provisions to the other parties.

Stefano Creatini
15811 2900 Road
Hotchkiss, CO 81419
720-600-2818
s.creatini@gmail.com

Jordan Rabb
67 Cottage Street
Boston, MA 02128
617-276-2880
jordanrabb@gmail.com

Michael Sack
1121 N Main Street
Laconia, NH 03246
781-808-8205
blueoakdevelopment@gmail.com

d. Miscellaneous.

- i. The invalidity or unenforceability of any provision of this First Amendment will not affect the validity or enforceability of any other provision of this Amendment. Such other provisions shall remain in full force and effect.
- ii. This First Amendment may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile and emailed copies of original signatures by either party shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment as of the Effective Date first above written.

MEMBERS:

| | |
|---|-----------|
| <small>DocuSigned by:</small> <i>Stefano Creatini</i> <small>3027F0E54DD8428...</small> | 2/14/2023 |
| Stefano Creatini | Date |

| | |
|--|-----------|
| <small>DocuSigned by:</small> <i>Jordan Rabb</i> <small>C47990C0D6EF4BA...</small> | 2/14/2023 |
| Jordan Rabb | Date |

MANAGER:

| | |
|---|-----------|
| <small>DocuSigned by:</small> <i>Michael Sack</i> <small>403C2E47002D497...</small> | 2/14/2023 |
| Michael Sack | Date |