



Town of Hopkinton Planning Department

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

HOPKINTON PLANNING BOARD PUBLIC NOTICE – AGENDA MARCH 16, 2021

Notice is hereby given that the Hopkinton Planning Board will meet on Tuesday, March 16, 2021, at 6:00 PM via Zoom. The public will be able to listen and participate in this meeting through the website: <https://us02web.zoom.us/j/82582507149> or by dialing the following phone #: 1-646-558-8656 and using Meeting ID: 825 8250 7149. If there are access problems during the meeting, please call 603-746-8243 or email planzone@hopkinton-nh.gov. The Planning Board will review and take action on the following:

- I. **Call to Order** (Determine quorum, review attendance of regular members, and seating of alternate members).
- II. **Review of Minutes and Notice of Decision of February 9, 2021.**
- III. **Master Plan Update.**
- IV. **Conceptual Consultations.**
- V. **Applications/Public Hearings.**

#2021-5 Julie Voisin Site Plan Review to change use from office to office/retail at property owned by 633 Maple, LLC, located at 633 Maple Street, Tax Map 227, Lot 44, M-1 district.

#2021-7 Eversource Energy Permission to trim and remove trees along Clement Hill Road, a designated scenic road. The request is pursuant to New Hampshire RSA 231:158.

#2021-6 Chuck Rose, Inc./Ben Nardi Site Plan Review to change use from retail to office/retail at property owned by Rose View Properties, LLC, located at 8 Maple Street, Tax Map 101, Lot 9, VB-1 district.

#2021-3 T.F. Bernier, Inc. Lot Line Adjustment between Lot 1 referenced on Tax Map 261 and Lot 1 referenced on Tax Map 262, owned by Thomas J. Komisarek Revocable Trust, located off Buzwell Corner Road, R-3 district.

#2021-4 T.F. Bernier, Inc. Lot Line Adjustment between Lots 49 and 51 referenced on Tax Map 240, owned by Susan Lynch and John H. Lynch Irrevocable Trust of 2012, located off Gould Hill Road, R-2 and R-3 districts.

Due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12, pursuant to Executive Order 2020-04, the Planning Board is authorized to meet electronically. Please note that there is no physical location to observe and listen contemporaneously to the meeting.

#2021-8 Beaux Woods Contractors, LLC Condominium conversion of Lot 44 referenced on Tax Map 102, owned by 56 Maple Street, LLC, located at 56 Maple Street, VR-1 district.

VI. Other Business (Any other business to legally come before the Board).

VII. Adjournment (Next regular meeting Tuesday, April 13, 2021).

APPLICATION
#2021-5

JULIE VOISIN

633 MAPLE STREET

RECEIVED



Town of Hopkinton

FEB 18 2021

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel: 603-746-3170 Fax: 603-746-3049

HOPKINTON
PLANNING DEPT

PLANNING BOARD APPLICATION

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

PROJECT LOCATION: 633 MAPLE STREET MAP/LOT: 227 044 1 ZONE: M-1

APPLICANT: JULIE VOISIN

Address: 180 STUMPFIELD RD. City: Hopkinton State: NH Zip: 03229

Phone: 603-717-1938 Email: 633 maple street @ gmail.com

OWNER(s)

Name: 633 MAPLE LLC

Address: (above) City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

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

Name: N/A

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Residential
- Recreational
- Agricultural
- Institutional
- Commercial/Industrial
- Accessory
- Public Water
- Public Sewer
- Well
- Septic

Lots/units proposed: _____ Existing Building Area: 700 sq ft Proposed Building Area: 700 sq ft

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

Application Submission Requirements:

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

- Narrative description of proposal (include existing conditions and all related improvements).
- Application checklist.
- Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.
- Property deed and existing/proposed easements, covenants, and restrictions.
- Tax Map of subject parcel and abutting properties.
- Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

RECEIVED

PLANNING BOARD APPLICATION

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

Final Submission Requirements (after Planning Board action):

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

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

Applicant's Signature: [Signature] Date: 02-18-21

Owner's Signature(s): [Signature] Date: 02-18-21

Application Filed	<u>2/18/21</u>	Fees	Office Use:	Application #.	<u>2021-5</u>
Notice(s) Posted/Mailed	<u>2/24/21</u>		Complete/Consideration		
Meeting(s)/Hearing(s)	<u>3/10/21</u>				
Approved/Denied			<input type="checkbox"/> Conditions	MCRD Filing	
MCRD Document #:					

633 Maple Street, Contoocook, NH
Site Plan Approval Narrative

We are requesting a special exception to permit a retail establishment at 633 Maple Street. In this case, we would like to rent the freestanding cottage to a bicycle retail and repair shop. Tooky Wheelworks, LLC has been in business from his home in Hopkinton for approximately 20 years and is looking for a retail space that will allow him to grow his business with great exposure and a convenient location. We request permission to maintain the right to use the space as previously permitted, as business/professional offices.

We are also requesting permission for a building sign. Per 7.9.2(a)(1) of the zoning ordinance, the total of all building signs shall not exceed 1 square foot per lineal foot of building frontage. The building is 30' long, so the permissible building sign area is 30 SF max. We are requesting permission for a 3'x2' (6 SF) printed wall sign (see photo for location). It would be a custom 3mm thick plastic sign, made of 100% recycled material. Matte, fine textured surface. The sign would not be lit.

Special Exception Application Questions

1. Section 3.6.F.1 allows for a Retail Establishment in zone M-1 by Special Exception.
2. There would be no hazard to the public or adjacent property on account of potential fire, explosion, or release of toxic materials.
3. There would be no detriment to property values in the vicinity, no change in characteristic of neighborhood. A retail tenant would require no change to the exterior structure/scale of the building, site circulation, or parking, access ways. Interior construction would be minor. The bike shop would produce no odor, smoke, gas, dust. There would be no noise, glare, heat, vibration, or unsightly outdoor storage or equipment, vehicles or other materials.
4. There will be no change in traffic circulation on the property, and no substantial increase in traffic congestion. A retail tenant would have similar traffic patterns to other business/professional office tenants at the property, who have customers/clients/patients come and go periodically throughout the day.
5. There will be no demand on municipal services: we are on a well and septic. We maintain our own garbage and recycling service. The bike shop would cause no excessive demand on police and fire protection or schools.
6. There would be no change to the storm water runoff to adjacent property or streets. We are not changing exterior grades in any way.
7. This is an appropriate location for a retail establishment. The property is conveniently located just off highway 89, with more than ample parking. The retail services will benefit our own community along with adjacent towns, with easy access to highway 89. The cottage is a freestanding building, so as a bike shop it would allow customers close parking as well as easy access in and out of the site. A bike shop would be a beneficial addition to our town, promoting a healthy, active, environmentally friendly lifestyle and quick access to our many amazing trail systems in Hopkinton. It is central to many trail systems, road rides, Elm Brook Park, rail trails, etc.
8. The bike shop would not negatively affect neighboring residents or neighborhoods. It would bring a welcoming vibrance to the property at the gateway to Contoocook Village, as well as provide a service to our town. It would be a wonderful addition to our considerate, tidy and professional roster of tenants at 633 Maple Street.
9. Having a retail establishment at 633 Maple Street, specifically a bike shop, is in the public interest and is in the spirit of the ordinance. The ordinance allows retail establishment in the M-1 district by special exception. The purpose of M-1 Zoning (per 3.5.6) includes "assembly, ...and

transportation-oriented activities". The bike shop would assemble bikes, and they are an alternate means of transportation. As required in M-1, the bike shop would not be hazardous to the public health, safety and/or welfare.

COPY

Return To:

633 Maple LLC
180 Stumpfield Road
Hopkinton, NH 03229

1450
2-
25-

(3)

Deed Number: 20180021730
Recorded in Merrimack County, NH
Southern County CTO Register
18.000.0001231 19.00.2018.12.48 PM
10110 S25 00110 CR 2100 St 00
CRANFORD, N.H. 03229
SUN 12/18/2018

MERRIMACK COUNTY RECORDS

Kathi L. Gray CPO, Register

6293.00 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That, Lynn A. Durand and Jane A. Sullivan-Durand, married to each other, with a mailing address of 198 Hopkins Green Road, Hopkinton, NH 03229, for consideration paid grants to 633 Maple LLC, a New Hampshire Limited Liability Company, with a mailing address of 180 Stumpfield Road, Hopkinton, NH 03229, with WARRANTY COVENANTS:

A certain tract or parcel of land with the buildings thereon located on the easterly side of Maple Street, also known as Route 127, in Hopkinton, Merrimack County, New Hampshire, more particularly bounded and described as follows:

Beginning at an iron rod set on the easterly side of Maple Street; thence

1. North 21° 52' 00" east a distance of 210.00 feet to an iron pin found; thence
2. South 65° 28' 26" east a distance of 299.77 feet to an iron pin found; thence
3. South 25° 49' 52" west a distance of 238.07 feet to an granite bound found; thence
4. South 60° 08' 33" west a distance of 68.76 feet to a granite bound found on the northerly line of Dolly Road; thence
5. Along a curve with a radius of 325.00 feet a distance of 195.10 feet to a State bound found; thence
6. North 30° 06' 09" west a distance of 69.79 feet to the point of beginning.

Warranty Deed
Lynn A. Durand and Jane A. Sullivan-Durand
to
633 Maple LLC
Page 1 of 2

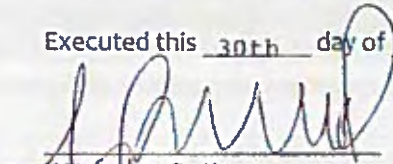
Further shown as Map 227, Lot 44 containing 1.7092 acres on a plan entitled "Subdivision of land of F.D.I.C. and Annexation to Land of Charles Crathern" dated June 15, 1992, prepared by Lamarine Technical Land Services and recorded in the Merrimack County Registry of Deeds as Plan 12447.

Subject to any and all matters including setbacks shown on Plan No. 12447 recorded in the Merrimack County Registry of Deeds.

Meaning and intending to describe and convey the same premises as conveyed to Lynn A. Durand and Jane A. Sullivan-Durand by deed dated November 12, 1992 recorded in the Merrimack County Registry of Deeds in Book 1900, Page 1032, also see deed dated August 11, 1992 recorded in said Registry of Deeds in Book 1890, Page 1648.

The grantors hereby release all rights of homestead in the above described property.

Executed this 30th day of November, 2018.



Witness to Both



Lynn A. Durand

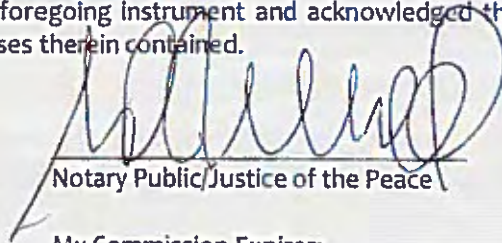


Jane A. Sullivan-Durand

State of New Hampshire
County of Merrimack

Personally appeared the above named Lynn A. Durand and Jane A. Sullivan-Durand , before me this 30th day of NOVEMBER, 2018 known to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.





Notary Public/Justice of the Peace
My Commission Expires:

Warranty Deed
Lynn A. Durand and Jane A. Sullivan-Durand
to
633 Maple LLC
Page 2 of 2

Name and Address of Sender
 Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

Check type of mail or service:
 Adult Signature Required
 Certified Mail
 COD
 Delivery Confirmation
 Express Mail
 Insured

Address (Name, Street, City, State, & ZIP Code™)
 Gardens to Imagine LLC
 PO Box 610
 Henniker, NH 03242

Postage
 .51

Actual Value Registered
 Insured Value

Due Sender #COD

ASR Fee
 ASRD Fee
 DC Fee
 SC Fee
 SH Fee
 RD Fee
 RR Fee

Affix Stamp Here
 (If issued as a certificate of mailing or for additional copies of this bill)
 Postmark and Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code™)	Postage	Actual Value Registered	Insured Value	Due Sender #COD	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 70200640000900449272	Gardens to Imagine LLC PO Box 610 Henniker, NH 03242	.51										
2. 70200640000900449289	Phil Nangle, HP Fairfield/Alamo Group 554 Maple St Hopkinton, NH 03229	.51										
3. 70200640000900449296	Chase N' Paws LLC PO Box 124 Warner, NH 03278	.51										
4. 70200640000900449326	Thomas J. Komisarek Rev. Trust 9 Mountain Rd Concord, NH 03301	.51										
5. 70200640000900449333	Timothy F. Bernier PO Box 3464 Concord, NH 03302	.51										
6. 70200640000900449340	Anders Edward Hogblom Trust 14 Penwood Dr Concord, NH 03303	.51										
7. 70200640000900449357	NE Power Co 40 Sylvan Rd Walham, MA 02451	.51										
8. 70200640000900449364	Kirk & Jesse Morrill 46 Buzwell Corner Rd Hopkinton, NH 03229	.51										

Total Number of Places Listed by Sender: 8
 Total Number of Places Received at Post Office: 8
 Postmaster, Per (Name of receiving employee)

PS Form 3877, June 2011 (Page 1 of 2)
 Complete by Typewriter, Ink, or Ball Point Pen
 See Privacy Act Statement on Reverse



Name and Address of Sender

Town of Hopkinton
330 Main Street
Hopkinton, NH 03229
Re: 03/16/2021

- Check type of mail or service:
- Adult Signature Required
 - Certified Mail
 - COD
 - Delivery Confirmation
 - Express Mail
 - Insured

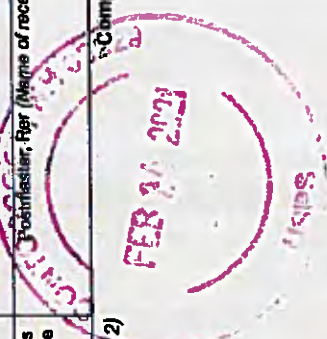
- Adult Signature Restricted Delivery
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender #600	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	7020064000090449197 Shawn McCluskey 76 Maple St Contoocook, NH 03229	.51	3.60											
2.	7020064000090449203 Ann & Robt. Simms PO Box 539 Contoocook, NH 03229	.51	3.60											
3.	7020064000090449210 Joshua Smith 115 N. Main St Boscawen, NH 03303	.51	3.60											
4.	7020064000090449227 Mark Winzeler Rev. Trust 53 Maple St Hopkinton, NH 03229	.51	3.60											
5.	7020064000090449234 Julie Voisin/633 Maple, LLC 180 Stumpfield Rd Hopkinton, NH 03229	.51	3.60											
6.	7020064000090449241 Barton Trust/Benjamin Barton PO Box 154 New London, NH 03257	.51	3.60											
7.	7020064000090449258 Keith Flanniken 71 Marble Head Rd Windham, NH 03087	.51	3.60											
8.	7020064000090449265 640 Maple Street, LLC 25 Samuel Dr Concord, NH 03301	.51	3.60											

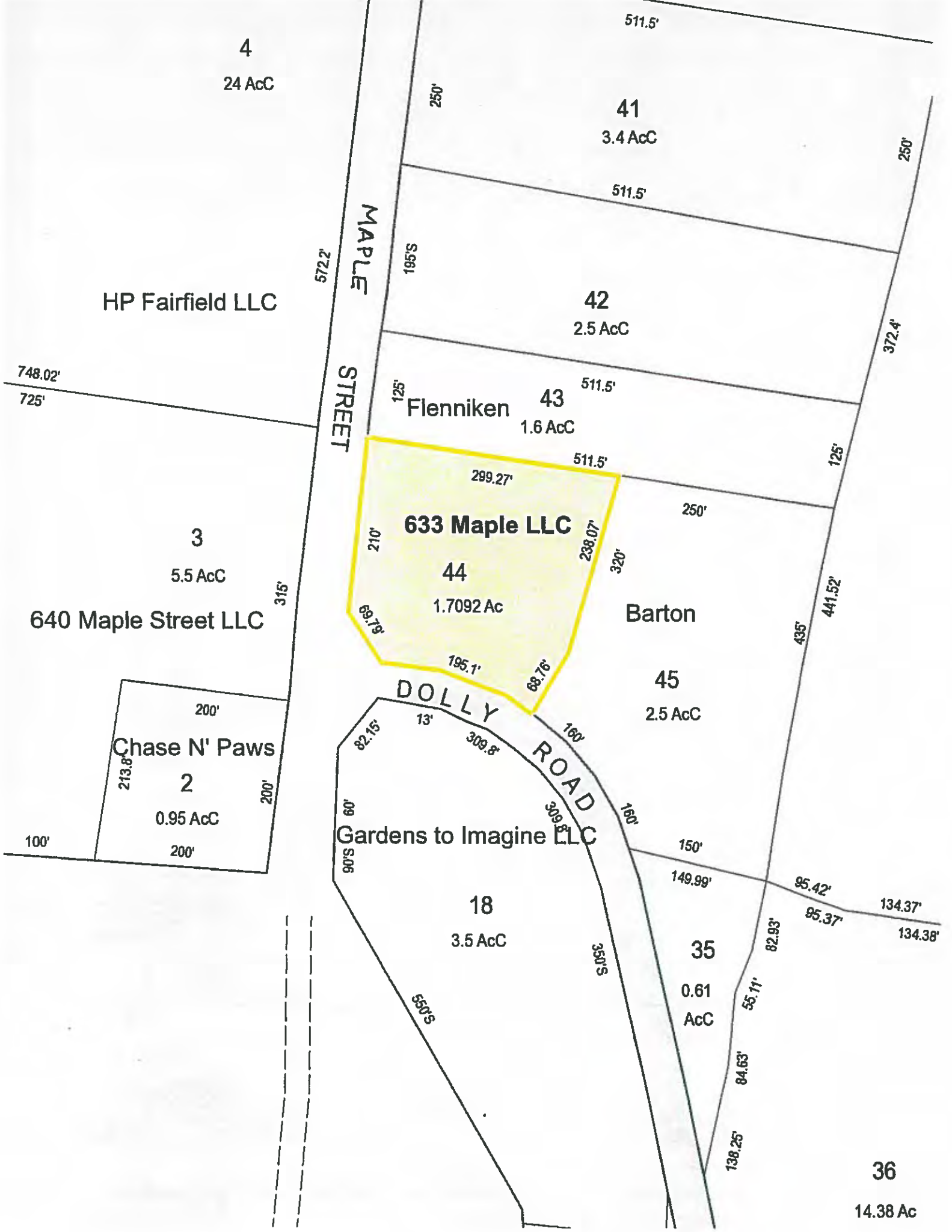
Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Postmaster, Sign (Name of receiving employee)



See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen



4
24 AcC

HP Fairfield LLC

748.02'
725'

3
5.5 AcC

640 Maple Street LLC

Chase N' Paws

2
0.95 AcC

100'

633 Maple LLC

44
1.7092 Ac

Flenniken 43
1.6 AcC

41
3.4 AcC

42
2.5 AcC

Barton

45
2.5 AcC

Gardens to Imagine LLC

18
3.5 AcC

35
0.61
AcC

36
14.38 Ac

MAPLE STREET

DOLLY ROAD

511.5'

250'

511.5'

250'

572.2'

195'S

372.4'

125'

511.5'

125'

299.27'

511.5'

250'

210'

633 Maple LLC

238.07'

320'

441.52'

69.79'

195.1'

68.76'

435'

DOLLY ROAD

160'

160'

82.15'

13'

309.8'

309.8'

150'

90'S

350'S

149.99'

95.42'

134.37'

134.38'

550'S

82.93'

95.37'

55.11'

84.63'

138.25'



TOOKY WHEELWORKS LLC
2' X 3'

HP FAIRFIELD

RESIDENTIAL

8-UNIT
RESIDENTIAL

BARTON
INSURANCE

APPLE
TREE
ANIMAL
HOSPITAL

GTI ARBORISTS /
GARDENS TO IMAGINE

↑ NORTH

EXISTING SITE PLAN
PARKING CALCULATIONS

- 1 / 200 SF REQ
- 5,500 SF ; 19 SPACES REQ
- 24 SPACES EXISTING





TOOKY WHEELWORKS LLC
everything BICYCLES

**SECTION III
ESTABLISHMENT OF DISTRICTS AND USES**

3.6 TABLE OF USES	R-4	R-3	R-2	R-1	B-1	M-1	VR-1	VB-1	VM-1	W-1
E. Institutional Uses/Community Facilities										
16. Town equipment garage, subject to Site Plan Review approval by the Planning Board.	S	S	S	X	X	P	X	X	X	
17. Essential Services as defined in paragraph 2.1.E.2.	P	P	P	P	P	P	P	P	P	
F. Commercial Uses										
1. Retail Establishment.	X	X	X	X	P	S	X	P	S	
2. Business Offices.	X	X	X	X	P	P	S	P	P	
3. Professional Offices.	X	X	X	S	P	P	S	P	P	
4. Banks and Lending Institutions.	X	X	X	X	P	X	X	P	X	
5. Restaurants.	X	X	X	X	P	S	X	P	S	
6. Drive-in Eating Establishments.	X	X	X	X	S	S	X	X	X	
7. Lounge	X	X	X	X	S	S	X	S	S	
8. Place of Entertainment, Section III, paragraph 3.7.9.	X	X	X	X	S	S	X	S	S	
9. Filling station, Service Station (with or without convenience store).	X	X	X	X	S	S	X	S	S	
10. Motor vehicle dealership, repair garage, body shop, paint shop.	X	X	X	X	S	S	X	X	S	
11. Veterinary hospital/kennel.	S	S	S	X	X	S	X	X	S	
12. Pet Grooming.	X	X	X	X	P	S	X	P	S	
13. Convenience store (without gas pumps).	X	X	X	S	P	S	X	P	S	
14. Airports, heliports, runways, control towers, administration buildings, hangars.	X	X	X	X	X	S	X	X	X	
15. Indoor motion picture establishment.	X	X	X	X	P	X	X	P	X	
16. Indoor and outdoor for profit recreation establishment or clubs.	X	X	X	X	P	S	X	S	S	
17. Funeral home or parlor.	X	X	S	S	S	X	S	S	X	
18. Commercial parking lot/structure.	X	X	X	X	P	S	X	X	X	
19. Beauty parlor, barber shop.	X	X	X	X	P	S	S	P	S	
20. Uses, Adult, Section III, paragraph 3.9.	X	X	X	X	X	X	X	S	X	
21. Self-Service Storage Facility.	X	X	X	X	P	S	X	X	S	
22. Commercial Solar Energy System, Section III.	C	C	C	C	C	C	C	C	C	
G. Industrial Uses										
1. Manufacturing, assembly, fabricating operations.	X	X	X	X	X	S	X	X	S	
2. Research and development corporate and business offices.	X	X	X	X	P	P	S	P	P	
3. Warehousing and wholesaling.	X	X	X	X	X	P	X	X	S	
4. Freight and trucking terminals.	X	X	X	X	X	S	X	X	X	
5. Bulk storage and distribution of goods, except fuels.	X	X	X	X	X	P	X	X	P	
6. Bulk storage of fossil fuels.	X	X	X	X	X	S	X	S	S	

Section XII Wetlands Conservation District (Overlay)

APPLICATION
#2021-7

EVERSOURCE ENERGY

CLEMENT HILL RD (SCENIC)

RECEIVEDFebruary, 19th, 2021

FEB 19 2021

Hopkinton Planning Board
Attn: Karen Robertson
330 Main Street
Hopkinton, NH 03229

**HOPKINTON
PLANNING DEPT**

Dear Planning Board Members:

This letter is to inform the town of Hopkinton that Eversource is trimming and removing trees and brush adjacent to and beneath some of its power lines within the town. This work is necessary to insure the safe distribution of power and to improve reliability of electric service for our customers.

According to Eversource records: Clement Hill Rd. has been designated as scenic road by the Town. Please consider this letter to be a request from Eversource for a public hearing for the purpose of the trimming and removal of trees, pursuant to RSA 231:158. Please inform this office of the date, time, and place of said meeting so that we may have a representative present.

Eversource specifications call for removal of brush and limbs less than four inches in diameter which are located within eight feet to the side of, ten feet below or fifteen feet above conductors. Larger trees or limbs which present a threat to Eversource lines or other equipment because of decay or other defect will be removed on a case by case basis. All work will be performed in accordance with accepted arboricultural standards.

Eversource has contracted with Asplundh Tree Expert Company to perform the actual trimming of trees. Eversource requires that our trimming contractors contact each landowner where trees are to be trimmed or removed prior to commencement of work on that property. Individual concerns will be addressed at this time.

If you have any questions or comments, please feel free to contact me, by U.S mail at 13 Legends Drive Hooksett, NH 03106, email at cory.keeffe@eversource.com, or telephone at 603-540-8076.

Thank you for your assistance.

Respectfully,

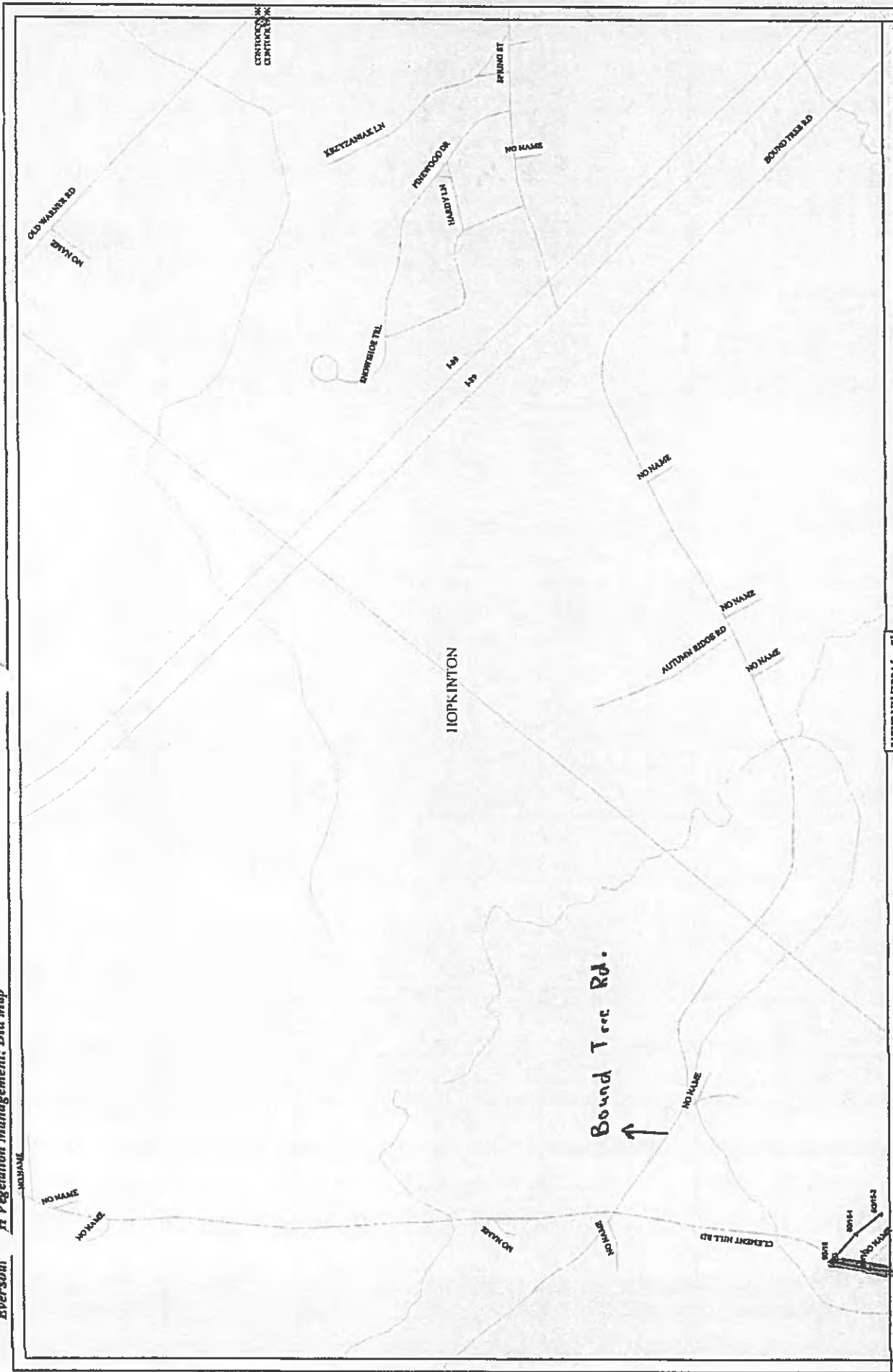
Cory Keefe (ATTN: Vegetation Management)
Consulting Utility Arborist
Contractor to Eversource Energy (ACRT)

— PINK = SCENIC

Everson

H Vegetation Management: Bid Map

Circ. 317X7



317X7 NH DQ24 (Pg 3)

Circuit Mileage

Backbone	0.00
Lateral	5.69
Total	5.69

North Arrow
Page: 1 of 4

317X7 NH DQ24
Circuit: 317X7
District: Central
AWC: Bedford
EVERSOURCE

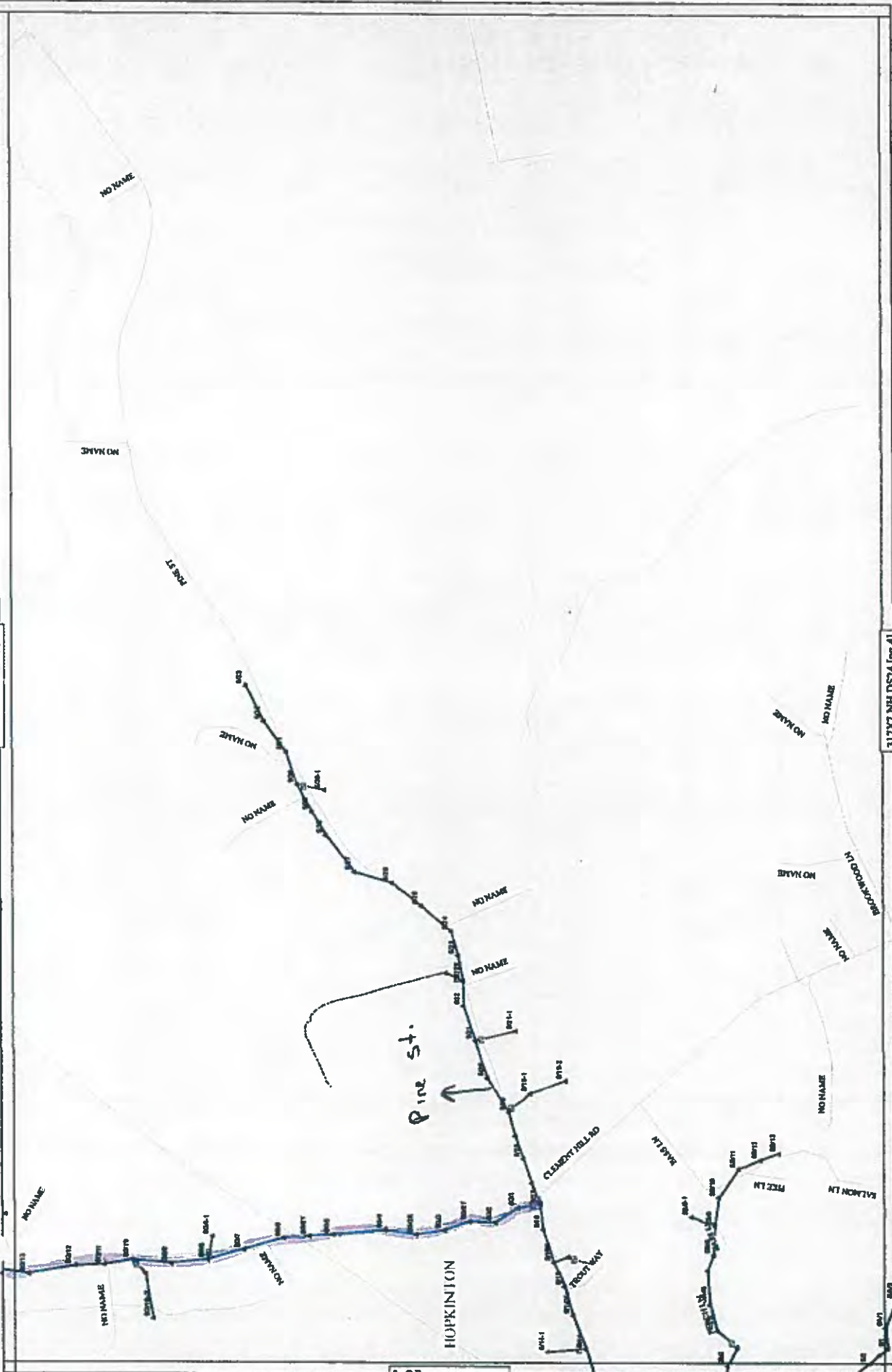
EVERSOURCE ENERGY GIS

PROPERTY INFORMATION: The assets contained on this Overhead Distribution Circuit Map shall be used solely for planning purposes. Eversource Energy and its affiliates shall not be held responsible for any errors or omissions on this map. Eversource Energy and its affiliates shall not be held responsible for any errors or omissions on this map. Eversource Energy and its affiliates shall not be held responsible for any errors or omissions on this map.

- Outpost
- ▲ Pole
- Rod tower
- Switch Bank
- Open Point
- ▲ Suspend Bank
- ▲ Trip Point
- OH Primary
- OH Backbone
- OH Lateral
- UG Primary
- UG Backbone
- UG Lateral
- Hydrology
- Streets
- Substation



Printed: 6/15/2020



317X7 NH DR23 [pg 2]

317X7 NH DS24 [pg 4]

EVERSOURCE ENERGY GIS

PROPERTY INFORMATION: The service provided is the OpenStreetMap (OSM) data, which is a free, open, and collaborative map of the world. It is not a legal document and should not be used for legal purposes. Eversource Energy is not responsible for any errors or omissions in the data. The data is provided "as is" and without any warranty, express or implied. The user assumes all liability for any use of the data.

Legend

- Cutout
- △ Pole
- Recloser
- Switch Bank
- Open Point
- △ Stepdown Bank
- Tipoff
- OH Primary
- OH Backbone
- OH Lateral
- UG Primary
- UG Backbone
- UG Lateral
- Hydrology
- Streets
- Substation
- Town Boundaries

Circuit Mileage

Backbone	0.00
Lateral	5.68
Total	5.68

North Arrow

Page: 3 of 4

317X7 NH DR24

Circuit: 317X7
District: Central
AWC: Bedford
EVERSOURCE

Project: #18028

List of Trees Within the Town Right of Way

Trees have been marked with a blue and white checkered ribbon.

Tree ID	Permission Status (Y/N)	Pole #	Address	Community	Description	Property Owner/Contact Information
1	Yes	5G/2 to 2Y	Clement Hill Rd. (933)	Hopkinton	10" dead ash (In ROW)	DEFUSCO FAMILY TRUST
2	Pending	5G/3 to 4	Clement Hill Rd. (979)	Hopkinton	14" dying ash (In ROW)	GORDON ANGELA
3	Pending	5G/3 to 4	Clement Hill Rd. (979)	Hopkinton	24" rotten sugar maple (In ROW)	GORDON ANGELA
4	Yes	5G/6 to 7	Clement Hill Rd. (1085)	Hopkinton	13" dying ash (In ROW)	GRAY RUSSELL O JR & CLAIRE

List of Trees Outside of the Town Right of Way

Trees have been marked with a blue and white checkered ribbon.

Tree ID	Permission Status (Y/N)	Pole #	Address	Community	Description	Property Owner/Contact Information
1	Yes	5G/4 to 5	Clement Hill Rd. (1014)	Hopkinton	13" dying ash (Out ROW)	CZARNECKI JOSEPH A
2	Yes	5G/4 to 5	Clement Hill Rd. (1014)	Hopkinton	17.5 dying oak (Out ROW)	CZARNECKI JOSEPH A
3	Yes	5G/4 to 5	Clement Hill Rd. (1014)	Hopkinton	15" dying red maple near RV entrance (Out ROW)	CZARNECKI JOSEPH A
4	Yes	5G/6	Clement Hill Rd. (1100)	Hopkinton	16" dying ash (Out ROW)	KING JEFFREY R

APPLICATION
#2021-6

CHUCK ROSE, INC/BEN NARDI

8 MAPLE STREET

RECEIVED



Town of Hopkinton

FEB 17 2021

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel: 603-746-3170

Fax: 603-746-3170
HOPKINTON PLANNING DEPT

PLANNING BOARD APPLICATION

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

PROJECT LOCATION: 8 Maple STREET MAP/LOT: 101 / 9 / 1 ZONE: VB-1

APPLICANT: Chuck Rose Inc. / Ben Nardi Broker bntower@cs.com

Address: 8 Maple STREET City: Contoocook State: NH Zip: 03229

Phone: 603-496-9985 Email: joycerose777@gmail.com

OWNER(s)
Name: Roseview Properties, LLC

Address: 100 Chase Farm Rd. City: Hopkinton State: NH Zip: 03229

Phone: 603-496-9985 Email: joycerose777@gmail.com

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

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

Name: NA

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Residential
- Recreational
- Agricultural
- Institutional
- Commercial/Industrial
- Accessory
- Public Water
- Public Sewer
- Well
- Septic

Lots/units proposed: _____ Existing Building Area: 2,460 SF Proposed Building Area: 2) 270 SF

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

Application Submission Requirements:

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

- Narrative description of proposal (include existing conditions and all related improvements).
- Application checklist.
- Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.
- Property deed and existing/proposed easements, covenants, and restrictions.
- Tax Map of subject parcel and abutting properties.
- Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

2 offices/Retail
1) 468 SF
2) 270 SF

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

Final Submission Requirements (after Planning Board action):

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

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

Applicant's Signature: Ben Nord Date: 2/17/2021
 Owner's Signature(s): Gloria Kean Date: 2/17/2021

Application Filed: <u>2/17/21</u>	Fees: <u>200. CK 1131, 1132</u>	Office Use: Application #: _____
Notice(s) Posted/Mailed: _____	Complete/Consideration: _____	
Meeting(s)/Hearing(s): <u>3/16/21</u>		
Approved/Denied: _____	<input type="checkbox"/> Conditions	MCRD Filing: _____
MCRD Document #: _____		

Rose View Properties, LLC

Town of Hopkinton
330 Main Street
Hopkinton, NH 03229

Re: Rose View Properties, Inc.
8 Maple Street, Contoocook, NH

NARRATIVE DESCRIPTION OF PROPOSAL Planning Board Approval Change of Use & Application for Sign Permits

The subject property was acquired by Rose View Properties on May 21, 2018 from Kimin, Inc. which occupied the property as a dog retail store which also provided grooming services. After the sale the property was vacant until July 1, 2018 when a business known as Sage & Twine opened and operated until August 31, 2019. The property then was vacant for 8 months and on April 1, 2020 the owner opened their family business office known as Chuck Rose, Inc. The property has been a retail use for quite sometime and the owner is desirous of changing to current use to include business offices. The owner does some retail business from the location and as time goes on and people move the property will probably have retail and business office users. To avoid having to come back and tie up the Towns Board it is requested that the change of use would be from retail to retail/business offices.

The owner of the building decided to occupy a section of the building to run the family business know as Chuck Rose, Inc. which is a logging and firewood company. The company is using a space consisting of approximately 468 sf of space on the first-floor right side of the building. They provide logging services and do sell wood products on site.

On site there is parking available for 7 automobiles. Parking is also available on Maple Street in front of the premises and the Municipal parking lot is situated just across the street within 500 ft. of the premises. There is a common driveway on the left side of the property to access on-site parking and the abutter owns half and owner owns the other half as shown on the plan attached. There is no fence dividing the driveway and it is open allowing autos to drive in and park. Please note there is ample room out back to turn around allowing cars to exit front first which alleviates any backing out to exit the property.

The left side of the building consisting of approximately 468 sf has been designated common space and is set up as a conference room. When the owner began operations at the premises it utilized the existing signpost on site and put up its sign "Chuck Rose, Inc." with its telephone number and the words "logging and firewood". The rectangular sign measures 36" by 13.5" and a photograph of the sign is attached hereto and incorporated herein by reference.

The property is zoned VB-1, Village District which permits retail establishment and business offices uses. Recently the owners leased a professional business office on the second floor on the left-hand side to a real estate broker consultant who at this time is not occupying the space. The room consists of approximately 270 sf and is going to be occupied by the Broker as his professional office. He will have people visit and if he wishes to meet a client at the premises his lease provides that he is entitled to use the first-floor common space conference room. He also wishes to put a signpost and sign on the property and he has attached a sign proposal to this narrative for review.

Attached to the main section of the premises are two spaces the first is a narrow section measuring 12' x 32' being 384 sf of space. The second space measures 25' x 24' being 600 sf and both sections at this time are unoccupied and are to be used as storage space for the owner.

Rose View Properties, LLC

Request is hereby made for a **change of use from retail to retail / business offices** for the owner's business office and the new tenants professional business office and to continue owners retail sale of wood products and to eliminate the need to return to the Board when another retail user occupies the space. Application is also being made for two sign permits for each of the office users. The details and specifications of said signage are attached hereto and made a part hereof.

REQUEST FOR WAIVER

The Applicant is hereby requesting a **waiver** from the formal application submission requirements of the Town of Hopkinton's Planning Board for site plan review. The matter before the Board is to change use of the premises from retail use to retail / business offices use. The retail use was and has been in place for several years and the owner would like for the retail use to continue together with the new office business use.

The office users are applying for two sign permits, one for the owner's company which is now placed on an existing signpost used by the former retail user. The other office user wishes to install a signpost and sign when the weather permits but would like to temporarily hang a sign below the owners sign on the existing signpost. Please see attached sign proposal for your information and review.

Respectfully submitted,

Rose View Properties, LLC

Chuck Rose, Inc.

Ben Nardi Broker

Dated: February 17, 2021

*100 Chase Farm Road
Hopkinton, NH 03229*

Town of Hopkinton, NH
Site Plan Review Checklist

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

ALL APPLICATIONS

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

Rose View Properties, LLC

• F. Commercial Uses 2. Business Offices VB-1 Zone Permitted Use

3.6 TABLE OF USES	R-4	R-3	R-2	R-1	B-1	M-1	VR-1	VB-1	VM-1	W-1
E. Institutional Uses/Community Facilities										
16. Town equipment garage, subject to Site Plan Review approval by the Planning Board.	S	S	S	X	X	P	X	X	X	
17. Essential Services as defined in paragraph 2.1.E.2.	P	P	P	P	P	P	P	P	P	
F. Commercial Uses										
1. Retail Establishment.	X	X	X	X	P	S	X	P	S	
2. Business Offices.	X	X	X	X	P	P	S	P	P	
3. Professional Offices.	X	X	X	S	P	P	S	P	P	
4. Banks and Lending Institutions.	X	X	X	X	P	X	X	P	X	
5. Restaurants.	X	X	X	X	P	S	X	P	S	
6. Drive-in Eating Establishments.	X	X	X	X	S	S	X	X	X	
7. Lounge	X	X	X	X	S	S	X	S	S	
8. Place of Entertainment, Section III, paragraph 3.7.9.	X	X	X	X	S	S	X	S	S	
9. Filling station, Service Station (with or without convenience store).	X	X	X	X	S	S	X	S	S	
10. Motor vehicle dealership, repair garage, body shop, paint shop.	X	X	X	X	S	S	X	X	S	
11. Veterinary hospital/kennel.	S	S	S	X	X	S	X	X	S	
12. Pet Grooming.	X	X	X	X	P	S	X	P	S	
13. Convenience store (without gas pumps).	X	X	X	S	P	S	X	P	S	
14. Airports, heliports, runways, control towers, administration buildings, hangers.	X	X	X	X	X	S	X	X	X	
15. Indoor motion picture establishment.	X	X	X	X	P	X	X	P	X	
16. Indoor and outdoor for profit recreation establishment or clubs.	X	X	X	X	P	S	X	S	S	
17. Funeral home or parlor.	X	X	S	S	S	X	S	S	X	
18. Commercial parking lot/structure.	X	X	X	X	P	S	X	X	X	
19. Beauty parlor, barber shop.	X	X	X	X	P	S	S	P	S	
20. Uses, Adult, Section III, paragraph 3.9.	X	X	X	X	X	X	X	S	X	
21. Self-Service Storage Facility.	X	X	X	X	P	S	X	X	S	
22. Commercial Solar Energy System, Section III.	C	C	C	C	C	C	C	C	C	
G. Industrial Uses										
1. Manufacturing, assembly, fabricating operations.	X	X	X	X	X	S	X	X	S	
2. Research and development corporate and business offices.	X	X	X	X	P	P	S	P	P	
3. Warehousing and wholesaling.	X	X	X	X	X	P	X	X	S	
4. Freight and trucking terminals.	X	X	X	X	X	S	X	X	X	
5. Bulk storage and distribution of goods, except fuels.	X	X	X	X	X	P	X	X	P	
6. Bulk storage of fossil fuels.	X	X	X	X	X	S	X	S	S	

Section XII Wetlands Conservation District (Overlay)

Return to:
MCNICHOLAS LAW OFFICES, PA
95 NORTH STATE STREET
CONCORD NH 03301

[Faint, illegible text, likely a stamp or header]

④
14
25
19
25

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

2400.00

WARRANTY DEED

KIMIN, INC., a New Hampshire Corporation with a mailing address of 2688 Hopkinton Road, Contoocook, County of Merrimack and State of New Hampshire, 03229, for consideration paid, grants to **ROSE VIEW PROPERTIES, LLC**, a New Hampshire limited liability company with a mailing address of, of 100 Chase Farm Road, Hopkinton, County of Merrimack and State of New Hampshire 03229, with **WARRANTY COVENANTS**:

A certain tract or parcel of land with the buildings and appurtenances thereon, situate on the westerly side of Maple Street, so-called, in the Village of Contoocook, Town of Hopkinton, County of Merrimack and State of New Hampshire, and bounded and described as follows, to wit:

Beginning at a point on the westerly side of said street at the southeast corner of the tract herein conveyed and the northeast corner of land now or formerly of John E. Bartlett and Nalgeda Bartlett; thence westerly by said Bartlett land 90 feet, more or less, to land formerly of one Danforth; thence northerly 58 feet, more or less, by said Danforth land to an iron pin and land now or formerly of one Sleeper; thence easterly by said Sleeper land 31 feet, more or less, to an iron pin; thence northerly by said Sleeper land 6 feet, more or less, to an iron pin and land of said Danforth; thence easterly by said Danforth land 46 feet, more or less, to a stake and stones and land formerly of Contoocook Fire Precinct, now or formerly of E. Roger Montgomery Post No. 81; thence southerly by said Post land 32 feet, more or less, to an iron pin; thence easterly by said Post land 50 feet to an iron pin on the westerly line of Maple Street; thence southerly by said highway 69 1/2 feet to the point of beginning.

Subject, however, to a right of way in favor of E. Roger Montgomery Post No. 81, its successors and assigns, which right of way is on the north side of the property described herein.

There is also to be conveyed to the within grantee, its successors and assigns, the right to use a passway which adjoins the above-described property on the north side and which belongs to E. Roger Montgomery Post No. 81. See Book 648, Page 3 of Merrimack County Registry of Deeds.

Meaning and intending to convey a portion of the premises conveyed to the Grantor by Warranty Deed dated February 29, 1984 and recorded in the Merrimack County Registry of Deeds at Book 1467, Page 716.

This is not homestead property.

Signed this 17 day of May, 2018.

KIMIN, INC.

Joan Kimball Miller

By: Joan Kimball Miller

Its: President

STATE OF Florida
COUNTY OF Broward

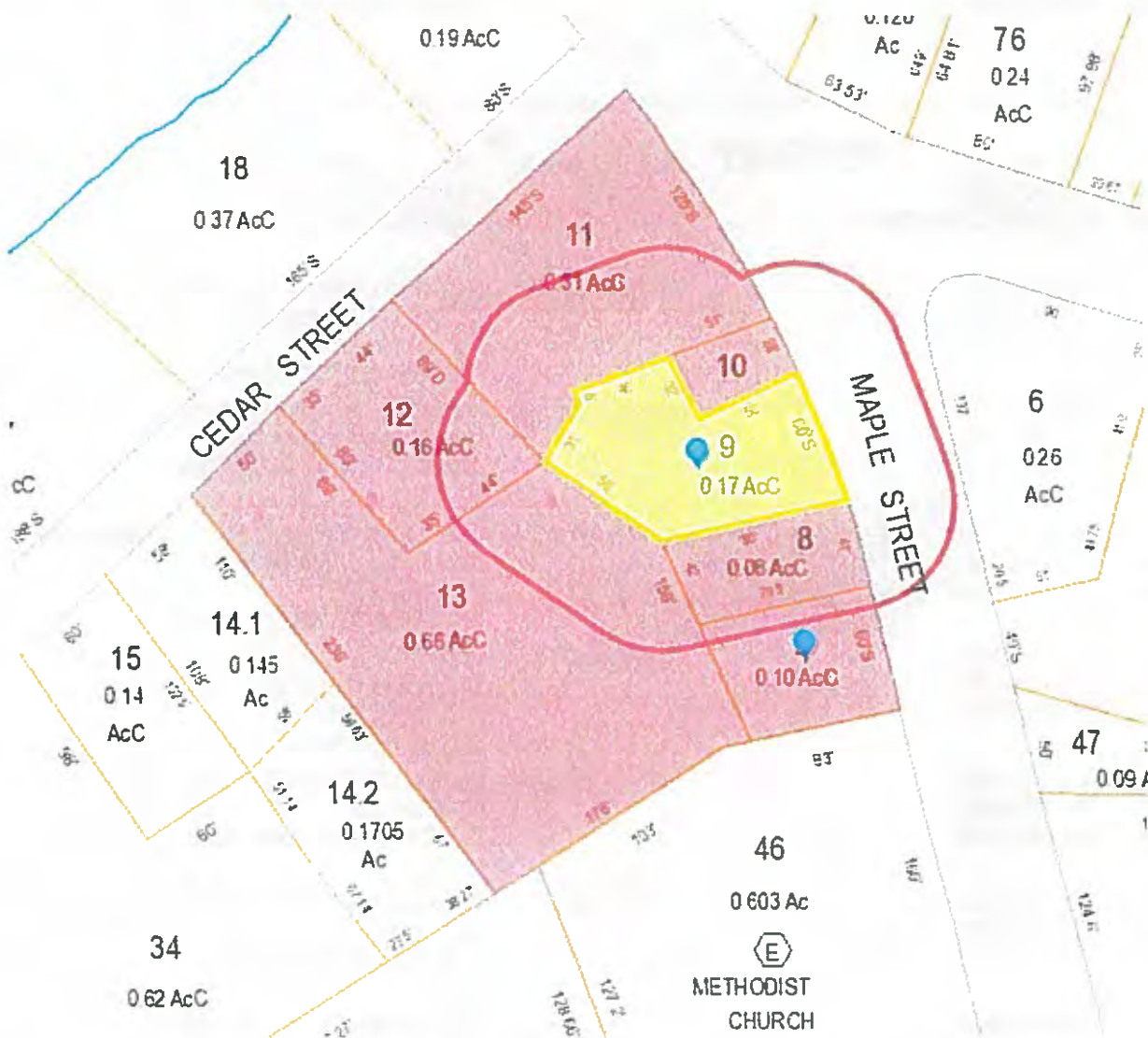
The foregoing instrument was acknowledged before me this 17th day of May, 2018 by Joan Kimball Miller, President of KIMIN, INC., duly authorized.



Christopher Oliden
Justice of the Peace
My Commission Expires on: 8-5-20
Printed Name: Christopher Oliden

Rose View Properties, LLC

Rose View Properties - Abutters



100 Chase Farm Road
Hopkinton, NH 03229



100 foot Abutters List Report

Hopkinton, NH
February 17, 2021

Subject Property:

Parcel Number: 101-009-000
CAMA Number: 101-009-000
Property Address: 8 MAPLE ST

Mailing Address: ~~KIMMINE~~ *Rose View Properties*
~~2688 HOPKINTON ROAD~~ *100 Chase Farm Rd*
CONTOOCOOK, NH 03229

Abutters:

Parcel Number: ~~101-005-000~~
CAMA Number: ~~101-005-000~~
Property Address: ~~881 MAIN ST(&879)~~

Not Abutter

Mailing Address: ~~DECLAN HOLDING LLC~~
~~659 CURRIER RD~~
~~HOPKINTON, NH 03229~~

Parcel Number: 101-006-000
CAMA Number: 101-006-000
Property Address: 891 MAIN ST

Mailing Address: GLOBAL MONTELLO GROUP CORP
PERSONAL PROPERTY TAX 15 NE
INDUSTRIAL RD
BRANFORD, CT 06405

✓

Parcel Number: 101-007-000
CAMA Number: 101-007-000
Property Address: 14 MAPLE ST

Mailing Address: ROSE VIEW PROPERTIES LLC
100 CHASE FARM ROAD
CONTOOCOOK, NH 03229

✓

Parcel Number: ~~101-008-000~~
CAMA Number: ~~101-008-000~~
Property Address: ~~12 MAPLE ST~~

*12 Maple Street Holdings LLC
998 Clement Hill Rd
CONTOOCOOK NH*

Mailing Address: ~~DAY (2013 TR) RUSSELL C (50 %) DAY~~
~~(2013 TR) JOAN (50%)~~
~~PO BOX 214~~
~~CONTOOCOOK, NH 03229~~

✓

Parcel Number: 101-010-000
CAMA Number: 101-010-000
Property Address: 2 MAPLE ST

Mailing Address: RYMES THOMAS JOHN COLE-RYMES
BETHNAY LUCILLE
PO BOX 2948
CONCORD, NH 03301

✓

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

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

✓

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

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

✓

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

Mailing Address: ~~HALL LYNN C~~ CRATHERN SCOTT M &
BRETT A
163 GOULD HILL RD
CONTOOCOOK, NH 03229

✓

Parcel Number: ~~102-046-000~~
CAMA Number: ~~102-046-000~~
Property Address: ~~28 MAPLE ST(&24)~~

Not Abutter

Mailing Address: ~~UNITED METHODIST CHURCH~~
~~PO BOX 350~~
~~CONTOOCOOK, NH 03229~~



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

2/17/2021

Page 1 of 1

Name and Address of Sender

Town of Hopkinton
330 Main Street
Hopkinton, NH 03229
Re: 03/16/2021

Check type of mail or service:

- Adult Signature Required
- Certified Mail
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Adult Signature Restricted Delivery
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender If GGB	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	IRR Fee
1. 70200640000090449029	Chuck Rose Inc. 100 Chase Farm Rd Hopkinton, NH 03229	.51	3.60											
2. 70200640000090449036	Rose View Properties, LLC 100 Chase Farm Rd Hopkinton, NH 03229	.51	3.60											
3. 70200640000090449043	Ben Nardi 100 Chase Farm Rd Hopkinton, NH 03229	.51	3.60											
4. 70200640000090449050	Global Montello Group Corp. 15 NE Industrial Rd Branford, CT 06405	.51	3.60											
5. 70200640000090449067	12 Maple Street Holdings LLC 938 Clement Hill Rd Hopkinton, NH 03229	.51	3.60											
6. 70200640000090449074	Thomas J. Rymes/Bethany L. Cole-Rymes PO Box 2948 Concord, NH 03301	.51	3.60											
7. 70200640000090449081	Freedom Properties, LLC PO Box 22 Contoocook, NH 03229	.51	3.60											
8. 70200640000090449098	Bladezeal Properties, LLC PO Box 691 Contoocook, NH 03229	.51	3.60											

Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)



See Privacy Act Statement on Reverse

PS Form 3877, June 2011 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

Check type of mail or service:

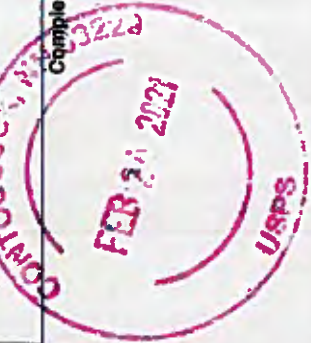
- Adult Signature Required
- Certified Mail
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Adult Signature Restricted Delivery
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender # 699	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	7020064000090449104 Scott & Brett Craibem 163 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
2.	7020064000090449128 Biaux Woods Contractors LLC PO Box 31 Contoocook, NH 03229	.51	3.60											
3.	7020064000090449135 56 Maple St. LLC PO Box 31 Contoocook, NH 03229	.51	3.60											
4.	7020064000090449142 Maria Dolder, Hebert & Dolder 95 N. State St., Ste. 4 Concord, NH 03301	.51	3.60											
5.	7020064000090449159 Thomas G. Wright PO Box 658 Contoocook, NH 03229	.51	3.60											
6.	7020064000090449166 Robert T. Blank 116 Cedar St Contoocook, NH 03229	.51	3.60											
7.	7020064000090449173 Brian & Wanda Denoncour 98 Cedar St Contoocook, NH 03229	.51	3.60											
8.	7020064000090449180 Harold & Mary Ekstrom 73 Maple St Contoocook, NH 03229	.51	3.60											
Total Number of Pieces Listed by Sender		8												
Total Number of Pieces Received at Post Office		8												

See Privacy Act Statement on Reverse

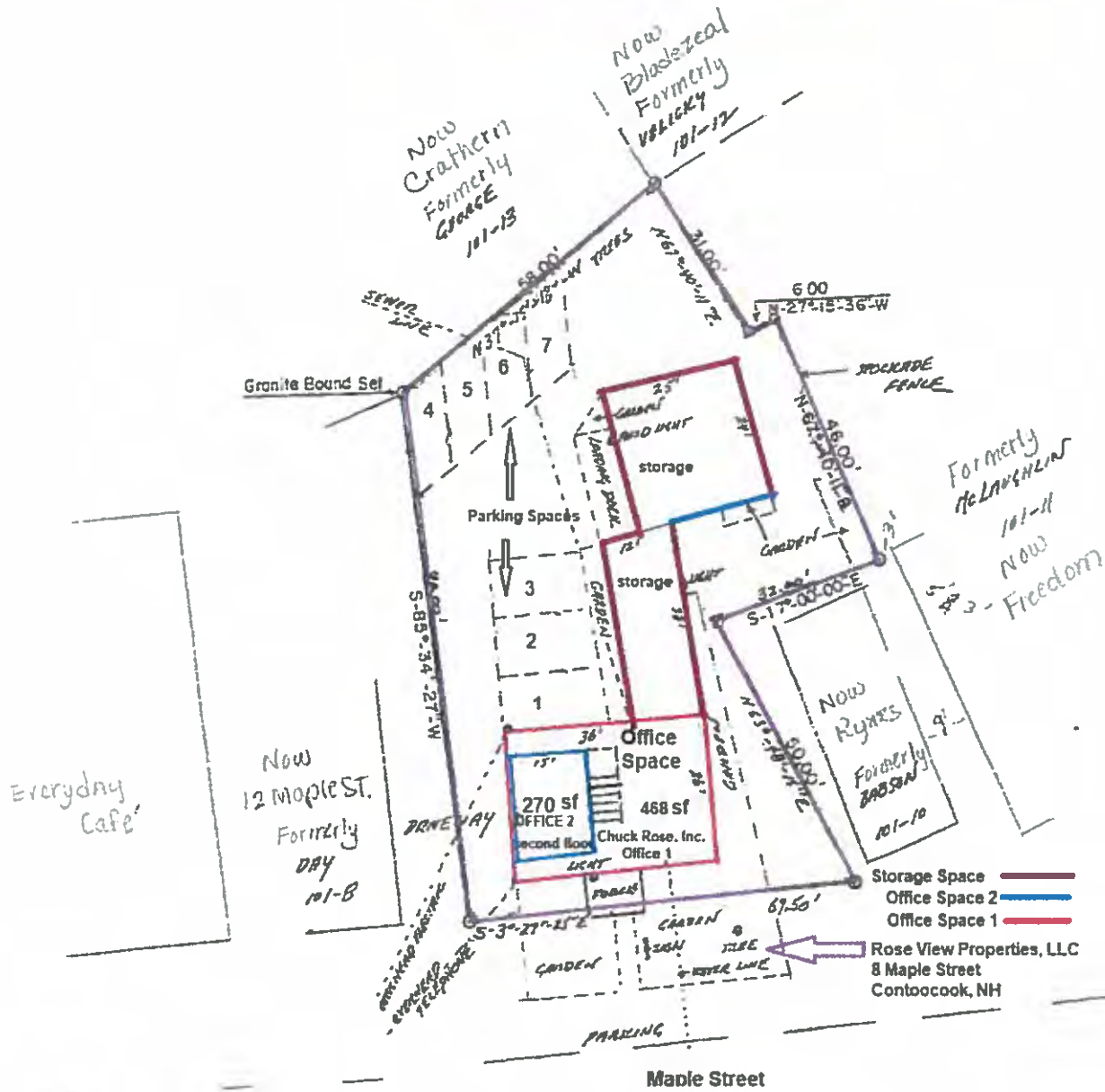
Complete by Typewriter, Ink, or Ball Point Pen

Postmaster (Name of receiving employee)



Rose View Properties, LLC

PRIOR OWNERS PLAN AMENDED

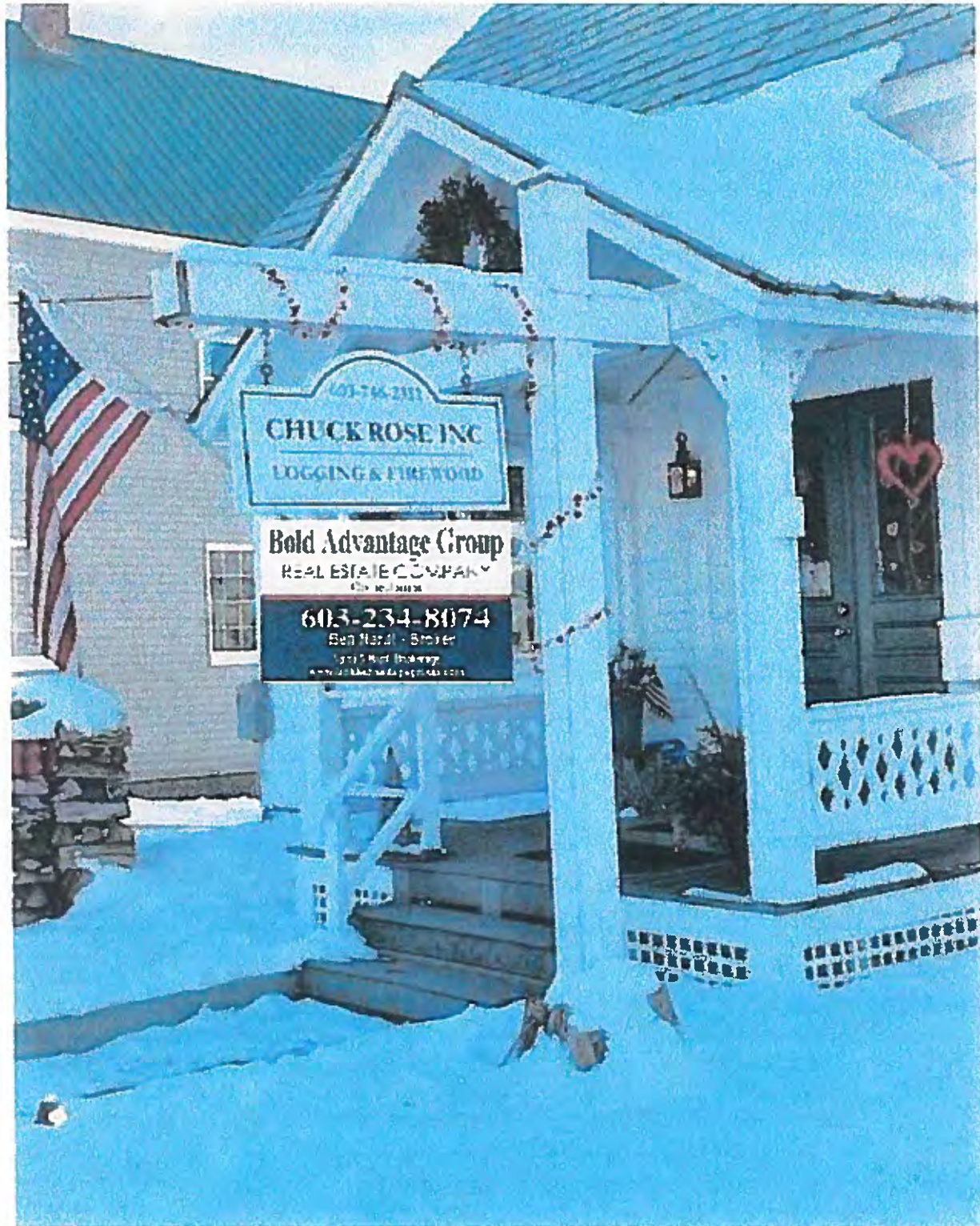


Mr. Mike's

100 Chase Farm Road
Hopkinton, NH 03229

Rose View Properties, LLC

I would request permission to temporarily place sign below Owners sign until weather permits.



*100 Chase Farm Road
Hopkinton, NH 03229*

Rose View Properties, LLC

Would like to locate signpost and sign on left side of premises when weather permits.

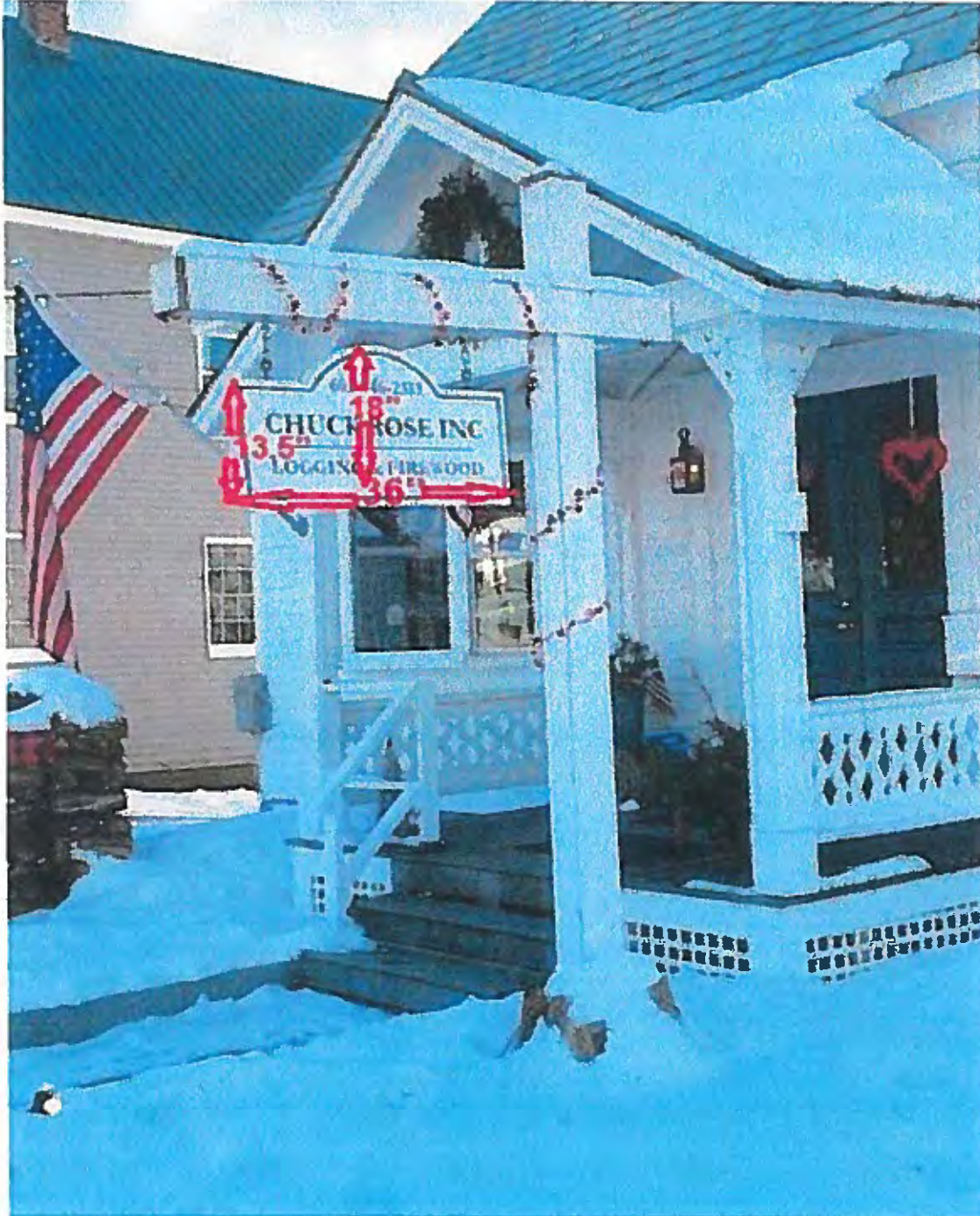


Location of new sign
post and sign

100 Chase Farm Road
Hopkinton, NH 03229

Rose View Properties, LLC

Owner's Company Sign Dimensions



*100 Chase Farm Road
Hopkinton, NH 03229*

Rose View Properties, LLC

Proposed Professional Office Sign



Select Your Options

1. Choose your Material

Aluminum (.063)

[About our materials](#)

2. Choose your Size

18" x 24"

[Choose from all size and material options available](#)

3. Choose Number of Sides

Double Sided

[Have a two-sided sign with arrows?](#)

This is the sign I would like to get approved for use at 8 Maple St., Contoocook, NH

Post dimensions 66" above ground arm 40" long Corrugated plastic with Aluminum end caps.



Colonial Post - White

Quantity Price Breakdown

Quantity	1	6	12	25 and up
Price/Item	\$59.89	\$57.12	\$54.59	\$51.27

Product Details

- New and improved post/base design
- Professional, elegant way to display your signs
- Works with signs and riders up to 30" wide
- **Recommended with Corrugated Plastic, Aluminum, or Reflective Aluminum material
- Material: Powder coated aluminum (post and end caps)
- Powder coated to prevent rusting and extend outdoor durability
- Post Dimension: 66" above ground (installed) and comes in 2 pieces
- Arm Dimension: 40" long
- Weight: 15 lbs

Included

- Colonial Ease
- (2) - 3" eye bolts w/ flange nuts
- (1) - 4" hex bolt w/ flange nut
- (2) - 1/4" carabeners
- (2) - custom rider brackets
- (1) - large aluminum end cap (for post)
- (2) - small aluminum end caps (for arm)

- Main sign requires hanging holes at 15" and 19" on center
- Sign sold separately

APPLICATION
#2021-3

T.F. BERNIER, INC.

THOMAS KOMISAREK
BUZWELL CORNER RD

**T.F. BERNIER, INC.**
*Land Surveyors~Designers~Consultants*50 Pleasant Street, P.O. Box 3464
Concord, NH 03302-3464Tel. (603) 224-4148
Fax (603) 224-0507

February 17, 2021

Bruce Ellsworth, Chair
Hopkinton Planning Board
330 Main Street
Hopkinton, NH 03229RE: Application for Lot Line Adjustment
Land of Thomas J. Komisarek Revocable Trust
Assessors Map 261 Lot 1 and Map 262 Lot 1

Dear Chair Ellsworth and Members of the Board:

Please find enclosed the application for a Lot Line Adjustment between Map 261 Lot 1 and Map 262 Lot 1. The lot lines between the two parcels will be adjusted such that an area of 36.37 acres will be annexed from Map 261 Lot 1 to Map 262 Lot 1. There are no new lots proposed and there is no new development proposed. Both lots are and will be well over 5 acres, therefore no State subdivision approval is required.

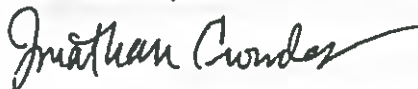
As a part of this application, we are requesting waivers of the following subdivision checklist items:

- Natural features, water bodies, tree lines, vegetation, topography etc.
- Contours
- Wetlands
- Soils locations

~~3.3.2(a), Drainage features.~~

Reason for waiver requests: The lot line adjustment is fairly simple, no new lots are created, no development is proposed and the lots will both be quite large after the adjustment. The boundary lines of the existing parcels are held from a Boundary Plan prepared for the owner in 2005.

Thank you for your time and consideration of this request. If you have any questions or need additional information, please give us a call.

Sincerely,
T.F. BERNIER, INC.Jonathan Crowdes
Project Manager

enclosures

cc: file 686-01



Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel: 603-746-3170 Fax: 603-746-3049

PLANNING BOARD APPLICATION

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

PROJECT LOCATION: Buzwell Corner Road MAP/LOT: 261 / 1 , 262 / 1 ZONE: R-3

APPLICANT: T.F. Bernier, Inc. - Timothy Bernier

Address: P.O. Box 3464 City: Concord State: NH Zip: 03302

Phone: 603-224-4148 Email: tim@tfbinc.com

OWNER(s)

Name: Thomas J. Komisarek Revocable Trust, Thomas J. Komisarek-Trustee

Address: 9 Mountain Road City: Concord State: NH Zip: 03301

Phone: 603-856-8271 Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

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

Name: same as applicant

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Residential Recreational Agricultural Institutional Commercial/Industrial Accessory

Public Water Public Sewer Well Septic

Lots/units proposed: _____ Existing Building Area: _____ Proposed Building Area: _____

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

Application Submission Requirements:

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

- Narrative description of proposal (include existing conditions and all related improvements).
- Application checklist.
- Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.
- Property deed and existing/proposed easements, covenants, and restrictions.
- Tax Map of subject parcel and abutting properties.
- Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

PLANNING BOARD APPLICATION

- Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and Phasing Plan (when applicable).
- Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- Four (4) paper prints of the plan(s) at full scale.
- Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton

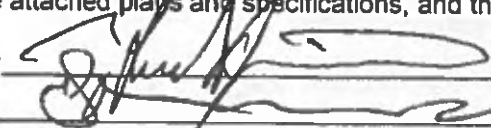

Major Subdivision.....	\$500.00 Application Fee, \$100.00 per Lot/Unit
Minor Subdivision.....	\$250.00 Application Fee, \$100.00 per Lot/Unit
Lot Line Adjustment/Annexation	\$100.00 Application Fee
Site Plan Review	\$300.00 Application Fee, \$100.00 per Unit (Res./Non-Res.)
Site Plan Review Change of Use.....	\$150.00 Application Fee
Conditional Use Permit	\$500.00 Application Fee (Wireless Telecommunications)
Public Notice Mailing	\$ 10.00 per Address (Owner, Applicant, Agent, Abutter) x5 = \$50.00
Newspaper Notice	\$ 75.00
	<u>TOTAL= \$225.00</u>
- Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

Final Submission Requirements (after Planning Board action):

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

Recording Fee.....	\$ 26.00 per Page (22" x 34")
LCHIP Fee.....	\$ 25.00 per Document

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

Applicant's Signature:  Date: 2/17/2021
 Owner's Signature(s):  Date: 2/16/2021

Application Filed: _____	Office Use:	Application #: _____
Notice(s) Posted/Mailed: _____	Complete/Consideration: _____	
Meeting(s)/Hearing(s): _____	Approved/Denied: _____	<input type="checkbox"/> Conditions MCRD Filing: _____
MCRD Document #: _____		

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

Applicants shall use the General Principal and Design and Construction Standards (Section IV, Subdivision Regulations) when designing and laying out a subdivision. These principles and requirements shall be construed as the minimum requirements. The Planning Board may require higher standards in individual cases or may waive certain requirements for good cause.

Submittal Material

- An application, either signed by all the current owner(s) of the property, or signed by an individual authorized by the owner(s) to act as their agent. NOTE: A letter must be submitted with the application authorizing the individual to act as agent on the owner(s) behalf when the agent signs the application.
- The appropriate application fee.
- A deed showing property description and ownership.
- List of the current abutters to the property including those property owners located across street, brook or stream from the property being subdivided. Please include the name, address and profession of the professionals responsible for the preparation of the subdivision plans.
- One (1) set of addressed mailing labels of abutters, applicant, engineer, architect, soil or wetland scientist, land surveyor, and holder of conservation preservation, or agricultural preservation restrictions or easements.
- Copies of any approvals or permits required from state and federal agencies.
- Written request for any waivers from the Subdivision Regulations, if any.
- A copy of any variances or special exceptions which have been granted by the Zoning Board of Adjustment.
- Four (4) copies of the subdivision plat which contains all the information outlined in the Subdivision Regulations.
- Eleven (11) copies of the application, along with all supporting document(s), including reductions of the plan(s) reduced to no more than 11" x 17".

General Information

- A subdivision shall be shown at a scale of not less than one inch equals one hundred feet (1"=100') or at a greater detail as directed by the Planning Board.
- Plans shall be presented on sheets sized at 22" x 34". Recordable drawings must conform to the requirements of the Merrimack County Registry of Deeds.
- Title of plat and Name and address of the owner and that of agent, if any.
- Date the plan was prepared and the date of all revisions.
- North arrow, bar scale and Tax Map/Lot references.
- Name, address, seal, and signature of the licensed surveyor, engineer, and certified soils or wetland scientist.

Design and Sketch Plan

- A vicinity sketch showing location of property in relation to surrounding streets systems and other pertinent features.

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST


- WR A sketch of the site showing existing natural features, including watercourses, waterbodies, tree lines, and other significant vegetation cover, topographic features and any other features that are significant to the site design.
- WR Contours at intervals not exceed five feet (5') with spot elevations provided when the grade is less than five percent (5%).
- Surveyed exterior property lines showing their bearings and distances and showing monumentation locations.
- WR Location and dimensions of uplands and wetlands as certified by a certified soils or wetland scientist.
- Lines and right-of-way of existing abutting streets.
- Location, elevation, and layout of existing and proposed catch basins and other surface drainage features.
- Location and size of all utilities serving the site.
- WR Soils location and types.
- Any other features that would fully explain the concept of the proposal, existing conditions, and future development.

Subdivision Plan

- Location and dimensions of all boundary lines of the property to be expressed in feet and decimals of a foot.
- Location and width of existing and proposed streets and easements, alleys, and other public ways, easements and proposed street rights-of-ways.
- Building setbacks lines, including location and setback dimensions of existing structures within 50-feet of the parcel to be subdivided.
- Location, dimensions, and areas of all proposed or existing lots (calculated in acreage and square feet).
- NA Location and dimensions of all property proposed to be set aside for a park or playground use, public or private reservation, with designation of the purpose and conditions, if any, of dedication or reservation.
- NA Location of all parcels of land proposed to be dedicated to public or common use and the covenants, conditions of such dedications, and a copy of such private deed declarations, covenants or restrictions.
- Location, bearing and lengths of all lines; and sufficient data to be able to reproduce such lines upon the ground; and location of all proposed monuments.
- Statement as to the proposed use of all lots, sites, or other realty (whether single-family, two-family, etc.) and all other uses proposed.
- NA Lots consecutively numbered or lettered in alphabetical order.
- NA Location and explanation of proposed drainage easements and any other site easements, if any.
- Form of approval by the Planning Board.


TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

Construction Plan

- N/A
- 
- Profiles plotted with the same horizontal scale as the plans and a horizontal to vertical scale ratio of 5 to 1 respectively showing existing and proposed elevations along center lines of all roads. Where a proposed road intersects an existing road or roads, the elevation along the center line of the existing road or roads within one hundred (100) feet of the intersection, shall be shown. Curve data of all horizontal curves, lengths of tangents, central angles and stationing of all streets shall be shown. Vertical curve data, percent grade and elevation shall be shown on the profiles.
 - Plans and profiles showing the locations and typical cross-section of street pavements including curbs and gutters, sidewalks, drainage easements, rights-of-way, manholes, and catch basins; the locations of street trees, street lighting standards, and street signs; the location, size and invert elevations of existing and proposed sanitary sewers, storm water drains, and fire hydrants, showing connection to any existing or proposed utility systems; and exact location and size of all water or other underground utilities or structures.
 - Location, size, elevation, and other appropriate description of any existing facilities or utilities, including, but not limited to, existing streets, septic disposal facilities, sewers, drains, water mains, wells, easements, water bodies, streams, and other pertinent features, such as surface drainage areas, swamps, buildings, at the point of connection to proposed facilities and utilities within the subdivision. The water elevations of adjoining lakes or streams at the date of the survey, and the approximate high and low water elevations of such lakes or streams.
 - Topography at the same scale as the sketch plat with a contour interval of two (2) feet, in the area of new roadway construction, referred to sea-level datum. All datum provided shall be referenced to U.S. Coast and Geodetic Survey datum, where practical, and should be so noted on the plat.
 - Cross sections at a minimum of one hundred (100) foot intervals, all cross pipes and at other critical locations drawn at a scale of 1" = 10 feet.

Additional Information

In order to evaluate the subdivision proposal, the applicant is expected to supply or the Planning Board may specifically require the following information, as appropriate:

- N/A
- 
- Draft of any protective covenants or easements.
 - Warranty deeds conveying to the Town Streets, right-of-way, and any sites for public use in fee simple, free from all encumbrances, unless waived by the Planning Board.
 - Calculations specifying the quantity of storm water run-off and a statement from applicant's engineer certifying the adequacy of the proposed drainage facility to handle such run-off.
 - Calculations on the type and quantity of sanitary waste generated and a statement from the engineer or licensed designer certifying that the proposed facilities will adequately handle the projected effluent.
 - Traffic Impact Analysis, Fiscal Impact Analysis, School Impact Analysis, Environmental Impact Analysis and/or Community Services Impact Assessment.
 - Necessary State and local permits.

Performance Guarantees

Except in the case of a subdivision in which each lot is on an existing Town road, before the plat is signed by the Chairperson of the Planning Board, all applicants shall be required to submit to the Planning Board the following:

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

N/A



- Cash, irrevocable letter of credit or passbook (in the name of the Town) issued by a Banking Institution doing business in New Hampshire, in the amount approved by the Planning Board and deposited with the Board of Selectmen.
- The performance guarantee shall comply with all statutory requirements and be satisfactory to the Board of Selectmen as to form, sufficiency, and manner of execution. The amount of the performance guarantee shall be in the amount representing 100% of the cost of completion of the streets, the installation of utilities, and other proposed facilities. Upon partial completion of the subdivision improvements and inspected by the Town's Consultant Engineer, the Board of Selectmen may authorize in writing a prorated reduction in the performance guarantee relating to the remaining cost to complete.
- The entity responsible for the constructing of the roadway and utilities shall provide the Town with cash, irrevocable letter of credit, or passbook (in the name of the Town) issued by a Banking Institution doing business in New Hampshire to cover the cost of inspection services. As a minimum this security shall be \$3.00/foot of roadway to be constructed plus ten percent (10%). Ten percent of the total construction observation costs shall be retained by the Town of Hopkinton to cover administrative costs.

Doc#: 805202
Book: 3299 Pages: 0005 - 0009
02/23/2012 11:02AM

NH DRA DP-4-L

C/H
L-CHIP



F-04999

MCRD Book 3299 Page 5

1 of 1
Tax Stamp: \$ 40.00
L-Chip Fee: \$ 25.00
Recording Fee: \$ 28.45
Return to: Acct.: 30:
Devine, Millimet & Branch
Attn: amw/(SC)
111 Amherst Street
Manchester, NH 03101

STATE OF NEW HAMPSHIRE

DEPARTMENT
OF
REVENUE
ADMINISTRATION



REAL ESTATE
TRANSFER TAX

THOUSAND		HUNDRED AND		40	DOLLARS
MO.	DAY	YR.	AMOUNT		
02	23	2012	879705		\$ 40

VOID IF ALTERED

26.85
2.00
25

40.00

WARRANTY DEED

THOMAS KOMISAREK, also known as Thomas J. Komisarek, of Concord, Merrimack County, New Hampshire, for consideration paid, grants to THOMAS J. KOMISAREK, TRUSTEE OF THE THOMAS J. KOMISAREK REVOCABLE TRUST under trust agreement dated January 5, 2005, having a mailing address of 9 Mountain Road, Concord, New Hampshire 03301, with WARRANTY COVENANTS:

Certain tracts or parcels of land situated in the Town of Hopkinton, County of Merrimack and State of New Hampshire, described as follows:

First Parcel (67 Farrington Corner Road; Tax Map 257, Lot 12): The land, together with all buildings and improvements thereon, situated in Hopkinton, Merrimack County, New Hampshire described as follows:

Tract 2 of Book 2033, Page 1387: Beginning at a concrete bound set in the ground in the westerly line of the right-of-way of the Old Turnpike Road, so-called, at the intersection of the westerly line of the Old Turnpike Road and the northerly line of the Turnpike Road as relocated; thence along the said relocation of the Turnpike Road in a generally westerly direction about South 71 1/2° West, a distance of 195 feet to an iron pin set in the ground; thence following a course of North 42° West, a distance of 469 feet to an iron pin set in the ground at the point 50 feet distant from the easterly line of the Jewett Road as the same has been relocated; thence turning and following a course of North 8° East parallel to the said easterly line of the Jewett Road, a distance of 207 feet, more or less, to an iron pin set in the ground at the southwesterly line of Interstate Route 89 at a point 53 feet, more or less, southeasterly of the intersection of the said line of Interstate Route 89 with the easterly line of the Jewett Road as relocated; thence South 57 1/2 ° East along the southwesterly line of Interstate Route 89, 43 feet to a point at the intersection of the said southwest line of Interstate Route 89 with the southwesterly line of the Old Turnpike Road; thence following a course about South 42° East a distance of 640 feet, more or less, along the said Old Turnpike Road to the point of beginning. Containing approximately 2.4 acres, more or less.

Tract 3 of Book 2033, Page 1387: Beginning at a concrete bound set in the ground at the intersection of the northerly line of Turnpike Road, so-called, in the Town of Hopkinton, as



LT1-2-805202-1



LT2-3299-5-5

relocated (also known as Farrington Corner Road) and the easterly line of the Jewett Road as the same has also been relocated; thence following a course about North 71 1/2° East a distance of 362 feet, more or less along, along the southerly boundary of Tract 1 as described in the deed recorded at Book 2033, Page 1387 of the Merrimack County Registry of Deeds to an iron pin set in the ground; thence continuing North 71 1/2° East a distance of 195 feet, more or less, along the southerly boundary of Tract 2 described in said Book 2033, Page 1387 to a concrete bound set in the ground at the point marking the westerly right-of-way of the highway formerly known as Old Turnpike Road; thence turning and proceeding South 42° East along the westerly sideline of the former Old Turnpike Road right-of-way to the northerly right-of-way of Turnpike Road as relocated (Farrington Corner Road); thence turning and proceeding along the northerly sideline of Turnpike Road relocated (Farrington Corner Road) in a westerly direction to the point of beginning at the easterly sideline of Jewett Road, related.

Tract 4 of Book 2033, Page 1387: Beginning at a point on the southerly right-of-way line of Interstate Route 89, said point being in the division line of land now or formerly of Jessie Gould and the northeast corner of this tract of land; thence running southwesterly by said division line a distance of about 200 feet to the centerline of Old Turnpike Road; thence running northwesterly by said centerline a distance of about 550 feet to the right-of-way line of Interstate Route 89; thence running southeasterly by said right-of-way line a distance of about 660 feet to the point of beginning.

TOGETHER WITH a right-of-way 50 feet wide to and from the above-described premises over land now or formerly of the State of New Hampshire from the related Old Turnpike Road lying southerly of the said premises.

SUBJECT TO all easements, right-of-way and restrictions of record, if any.

Meaning and intending to convey a portion of the premises conveyed to Thomas Komisarek by Warranty Deed of Louis A. Scheyd dated September 4, 1996, and recorded at Book 2033, Page 1387 of the Merrimack County Registry of Deeds.

ALSO SUBJECT TO the following:

1. Easement for Tower Site of Thomas J. Komisarek to Verizon New England Inc. by instrument dated March 24, 2004, and recorded at Book 2642, Page 1154 of the Merrimack County Registry of Deeds.
2. Memorandum/Notice of Lease between Thomas Komisarek and Telecommunication System, LLC recorded July 2, 2004, at Book 2676, Page 730, said Registry of Deeds, as affected by (a) Assignment and Assumption of Land Lease Agreement and Carrier Leases between Environmental Telecommunications Systems, LLC and Eastern Properties, LLC dated June 1, 2004, and recorded at Book 2705, Page 1863; and (b) Subordination, Non-Disturbance and Attornment Agreement between First Colebrook Bank, Thomas

Komisarek and Eastern Properties, L.L.C. dated December 7, 2006, and recorded at Book 2950, Page 6 of the Merrimack County Registry of Deeds.

3. Mortgage Deed granted by Thomas Komisarek to First Colebrook Bank dated December 7, 2006, and recorded at Book 2949, Page 1997, said Registry of Deeds.
4. First Assignment of Rents, Leases and Contracts from Thomas Komisarek to First Colebrook Bank dated December 7, 2006, and recorded with said Registry of Deeds at Book 2950, Page 1.

Second Parcel (Buzwell Corner Road; Tax Map 262, Lot 1):

A certain tract or parcel of land, situate in Hopkinton, County of Merrimack, State of New Hampshire, bounded and described as follows:

Beginning at a stake and stones at the northeast corner of land of Rhuey Buswell, on the west line of said road; thence South about 8° West by land of said Rhuey Buswell, about 74 and ¼ rods to a stake and stones on the north side of a cart path; thence North about 9° West about 13 rods and 20 links to a stake and stones at the corner of land set off to the heirs of Elizabeth Buswell; thence North about 7° East by said land about 73 ½ rods to a stake and stones on the west side of said highway; thence South about 14° East by said highway about 15 rods and 4 links to bound begun at. Containing about 6 ¾ acres, more or less.

Meaning and intending to describe the same premises conveyed to Thomas Komisarek by Warranty Deed of Stephen J. Shurtleff dated April 14, 2000, and recorded at Book 2201, Page 788 of the Merrimack County Registry of Deeds.

Third Parcel (Buzwell Corner Road; Tax Map 261, Lot 1):

A certain tract or parcel of land situate in Hopkinton, County of Merrimack, State of New Hampshire, bounded and described as follows:

Beginning at a red oak tree at the corner of land now or formerly of Marsh Richardson, 2 rods west of the Concord line; thence running westerly by said Richardson's land to land formerly owned by Nathaniel Kimball to a stake and stones; thence northerly by said Kimball's land to land now or formerly of Jeremiah Abbott to a stone; thence easterly by said Abbott's land to land formerly owned by Benjamin Buswell to a take and stone; thence southerly by said Buswell land to a point where a line running parallel with said Richardson's north line shall intersect, which line shall run from the road 2 rods from the said Concord line running in a center between the north end of the foundation when the house was burned and the house now or formerly occupied by Elisabeth K. and Rhuey Buswell; thence easterly on said parallel line to the road; thence southerly by the road to the bound first mentioned containing 40 acres, be the same more or less.

Also, a certain tract of land situated in Hopkinton, in the County of Merrimack and the State of New Hampshire, bounded and described as follows:

All right, title and interest in a tract of land which was set off to Rhuey Buswell in partition proceedings in 1892 and recorded with the Merrimack County Registry of Deeds at Book 308, Page 358 and therein described as follows:

The one-fifth part set off to Rhuey Buswell was set off on the south side of said tract. Beginning at a stake at the southeast corner of said lot on the west side of the highway leading from Buswell's corner to Beech Hill; thence South about 80° West by land of Rhuey Buswell about 76 1/2 rods to a pitch pine stump; thence North about 9° West to a stake on the north side of a cart path 10 rods; thence North about 80° East 75 and 1/4 rods to a stake and stone on the west side of said highway; thence about South 14° East on the west side of said highway 10 rods to a stake at the point of beginning. Said tract contains about 4 and 74/100 acres with the buildings thereon.

EXCEPTING from the above-described premises such conveyances out as may be a proper matter of record.

The premises herein above-conveyed are now or formerly set forth as Lot No. 160 on the Tax map for the Town of Hopkinton as follows:

Beginning at a point at the southwest corner of the lot; thence North 810 feet, more or less, to the northwest corner of the lot; thence East 1,200 feet, more or less, to the northeast corner of the lot; thence South 900 feet, more or less, to the southeast corner of the lot; thence west 1,370 feet, more or less, to the point of beginning. Containing twenty-five acres, more or less.

SUBJECT TO the rights of the Grafton Power Company may have for the laying and maintenance of power lines as recorded with the Merrimack County Registry of Deeds at Book 502, Page 620 and Book 503, Page 264.

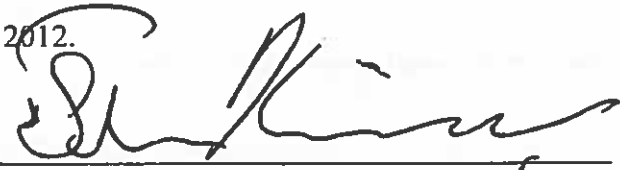
Meaning and intending to describe the same premises conveyed to Thomas Komisarek by Warranty Deed of Louis C. Mailhot dated April 14, 2000, and recorded at Book 2201, Page 790 of the Merrimack County Registry of Deeds.

This is not homestead property.

Executed this 22nd day of February, 2012.



Witness

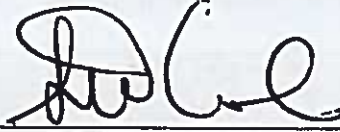


Thomas Komisarek, also known as Thomas J. Komisarek

State of New Hampshire

County of Hillsborough

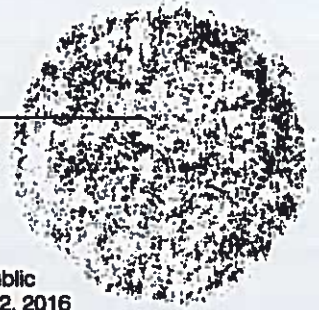
The foregoing instrument was acknowledged before me this 22nd day of February,
2012, by **Thomas J. Komisarek**.



~~Justice of the Peace~~ / Notary Public

My Commission Expires:

Seal or Stamp:



STEVEN COHEN, Notary Public
My Commission Expires June 22, 2016

MCRD

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

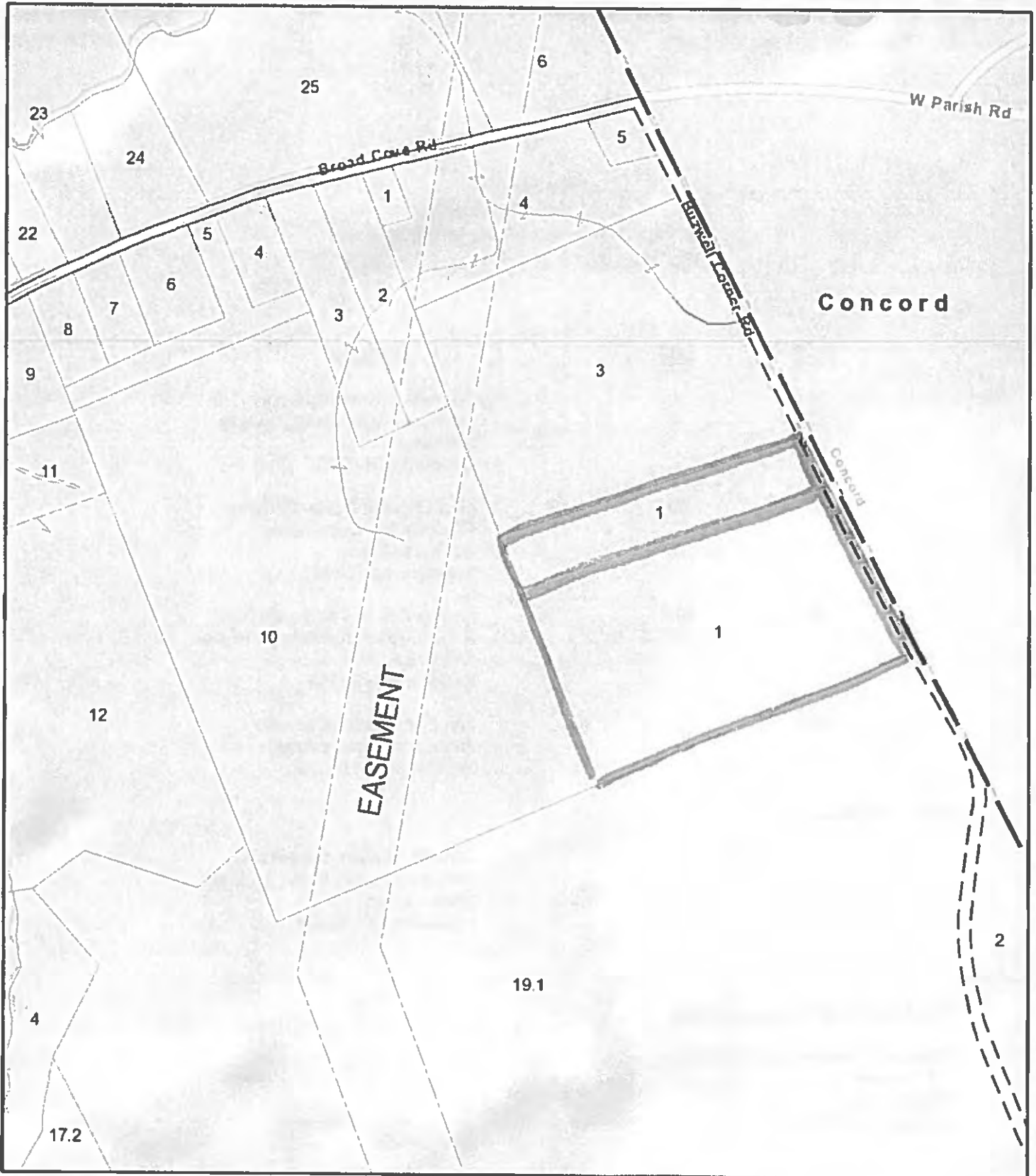


Hopkinton, NH

1 inch = 550 Feet



February 15, 2021



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



T.F. BERNIER, INC.
Land Surveyors~Designers~Consultants

50 Pleasant Street, P.O. Box 3464
Concord, NH 03302-3464

Environmental Permitting
State and Local Permitting
Land Surveying
Aerial Mapping
Aerial Photography

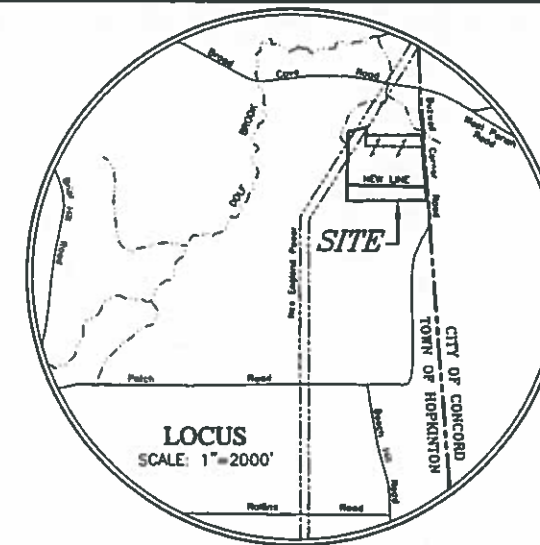
Tel. (603) 224-4148
Fax (603) 224-0507

Abutters List
Lot Line Adjustment
Thomas J. Komisarek Revocable Trust
Tax Map 261 Lot 1 & Map 262 Lot 1

<u>MAP</u>	<u>LOT</u>	<u>OWNER</u>
261 262	1 1	Thomas J. Komisarek Rev. Trust Thomas J. Komisarek, Trustee 9 Mountain Road Concord, NH 03301
247	10	New England Power Company Property Tax Department 40 Sylvan Road Waltham, MA 02451
260	19.1	Anders Edward Hogblom Trust Anders Edward Hogblom, Trustee 14 Penwood Drive Concord, NH 03303
262	3	Kirk E. & Jesse M. Morrill 46 Buzwell Corner Road Hopkinton, NH 03229
(Concord abutter)		
53Z	51	Winnifred Louise Monk Trust Winnifred Louise Monk, Trustee 3 River Road Penacook, NH 03303

Professional Consultants:

Timothy F. Bernier, LLS, CWS
T.F. Bernier, Inc.
PO Box 3464
Concord, NH 03302



PLAN REFERENCE

1. BOUNDARY PLAN OF LAND OF THOMAS KOMISAREK BUSWELL CORNER ROAD HOPKINTON, NEW HAMPSHIRE, SCALE: 1"=100', DATE: 9/18/2003. PREPARED BY STEVEN C. LUGER, LAND SURVEYOR OF CONCORD, NEW HAMPSHIRE, NOT RECORDED.

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO ADJUST THE LOT LINES BETWEEN MAP 282 LOT 1 AND MAP 281 LOT 1. NO NEW LOTS ARE CREATED. AN AREA OF 38.37 ACRES WILL BE ANNEXED FROM MAP 281 LOT 1 TO MAP 282 LOT 1.
2. THE PARCEL SHOWN HEREON IS LOCATED IN THE "R-3" LOW DENSITY RESIDENTIAL ZONING DISTRICT, AND IS SUBJECT TO THE FOLLOWING DIMENSIONAL RESTRICTIONS:
 MINIMUM LOT SIZE: 120,000 S.F. (UPLAND)
 (1 AC. CONTIGUOUS UPLAND)
 MINIMUM FRONTAGE: 300'
 MINIMUM DEPTH: 200'
 BUILDING SETBACKS:
 FRONT: 60'
 SIDE: 30'
 REAR: 60'
 MAXIMUM BUILDING HEIGHT: 35'
3. THE EXISTING BOUNDARY LINES SHOWN HEREON ARE FROM PLAN REFERENCE #1. NO VERIFICATION OF THE BOUNDARY WAS PERFORMED BY THIS OFFICE. SOME SECTIONS OF STONEWALLS HAVE BEEN RECONSTRUCTED SINCE THE 2003 LUGER BOUNDARY PLAN.
4. THE LOTS DO NOT FALL IN THE 100 YEAR FLOOD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF HOPKINTON, MAP NO. 3301305057E, WITH EFFECTIVE DATE 4/18/2010.
5. THE SOILS ON THE LOTS ARE 187D-CANTERBURY FINE SANDY LOAM, 15-25% SLOPES; 214A-HAMBURG LOAMY SAND, 0-5% SLOPES; 613A-CROOKHAM LOAMY FINE SAND, 0-5% SLOPES; WOODED.

LOT LINE ADJUSTMENT PLAN
 LAND OF
THOMAS J. KOMISAREK REVOCABLE TRUST
 ASSESSORS MAP 281 LOT 1 &
 ASSESSORS MAP 282 LOT 1
 BUSWELL CORNER ROAD
 HOPKINTON, NEW HAMPSHIRE
 SCALE: 1"=100' DATE: FEBRUARY 2021

OWNER OF RECORD

MAP 282 LOT 1 &
 MAP 281 LOT 1
 THOMAS J. KOMISAREK REVOCABLE TRUST
 THOMAS J. KOMISAREK, TRUSTEE
 9 MOUNTAIN ROAD
 CONCORD, NH 03301
 BOOK 3288 PAGE 3
 PLAN REFERENCE #1

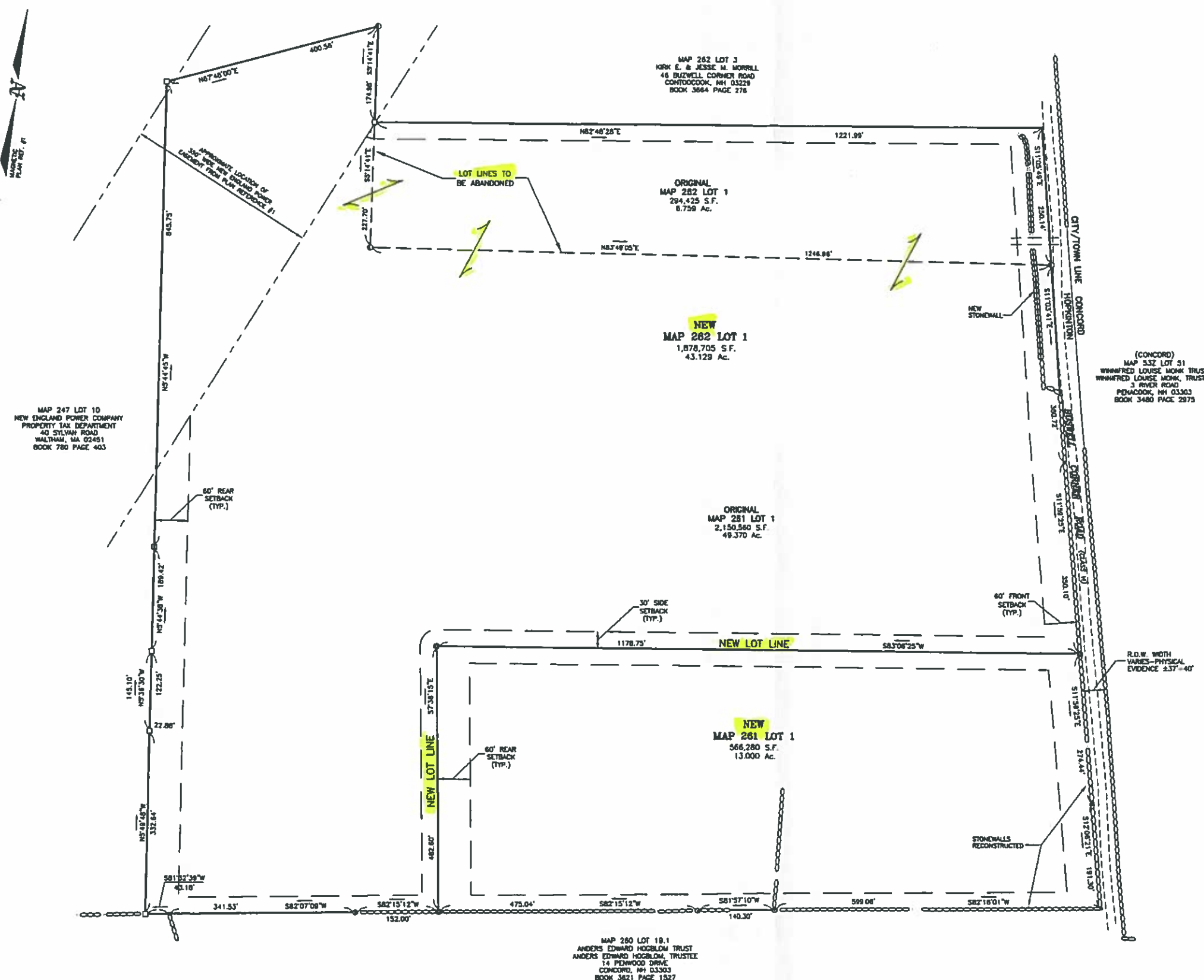
PLANNING BOARD APPROVAL BLOCK
 APPROVED TOWN OF HOPKINTON, PLANNING BOARD

CHWPERSON _____ DATE _____



NO	REVISION	DATE

DESIGNED BY	DRAWN BY	CHECKED BY	F.B.	P.C.	JOB #
					686-01



MAP 247 LOT 10
 NEW ENGLAND POWER COMPANY
 PROPERTY TAX DEPARTMENT
 40 STEVENS ROAD
 WALTHAM, MA 02451
 BOOK 780 PAGE 403

MAP 282 LOT 3
 KIRK E. & JESSE M. MORRILL
 48 BUSWELL CORNER ROAD
 CONCORD, NH 03229
 BOOK 3664 PAGE 278

(CONCORD)
 MAP 532 LOT 51
 WINIFRED LOUISE MONK TRUST
 WINIFRED LOUISE MONK, TRUSTEE
 3 RIVER ROAD
 PENACOOK, NH 03303
 BOOK 3480 PAGE 2975

ORIGINAL
 MAP 281 LOT 1
 2,150,560 S.F.
 49.370 Ac.

NEW
 MAP 281 LOT 1
 566,280 S.F.
 13.000 Ac.

MAP 260 LOT 19.1
 ANDERS EDWARD HOGBLUM TRUST
 ANDERS EDWARD HOGBLUM, TRUSTEE
 14 PENWOOD DRIVE
 CONCORD, NH 03303
 BOOK 3621 PAGE 1527

- LEGEND**
- ANGLE POINT
 - IRON ROD TO BE SET
 - IRON ROD PER PLAN REFERENCE #1
 - DRILL HOLE PER PLAN REFERENCE #1
 - STONE BOUND PER PLAN REFERENCE #1
 - SETBACK LINES
 - STONE WALL
 - EDGE OF CRAWL ROAD



APPLICATION
#2021-4

T.F. BERNIER, INC.

SUSAN LYNCH
JOHN H. LYNCH IRREV. TRUST
GOULD HILL RD



T.F. BERNIER, INC.
Land Surveyors~Designers~Consultants

50 Pleasant Street, P.O. Box 3464
Concord, NH 03302-3464

2021-4

Environmental Permitting
State and Local Permitting
Land Surveying
Aerial Mapping
Aerial Photography

Tel. (603) 224-4148
Fax (603) 224-0507

February 22, 2021

Bruce Ellsworth, Chair
Hopkinton Planning Board
330 Main Street
Hopkinton, NH 03229

RE: Application for Lot Line Adjustment
Land of Susan Lynch & John H. Lynch Irrevocable Trust of 2012
Assessors Map 240 Lots 49 & 51

Dear Chair Ellsworth and Members of the Board:

Please find enclosed the application for a Lot Line Adjustment between Lot 49 and 51. The lot lines between the two parcels will be adjusted such that an area of 4.53 acres will be transferred from Lot 51 to Lot 49. There are no new lots proposed and there is no new development proposed. Lot 49 will be approximately 31.5 acres and Lot 51 will be 155.4 acres after the adjustment. State subdivision approval is not required.

As a part of this application, we are requesting waivers of the following subdivision checklist items:

- Natural features, water bodies, tree lines, vegetation, topography etc.
- Contours.
- Surveyed exterior property lines.
- Wetlands.
- Soils locations.
- Location and dimensions of property lines in feet and decimals.

Reason for waiver requests: The lot line adjustment is fairly simple, no new lots are created, no development is proposed and the lots are both quite large after the adjustment. A portion of the lots was surveyed in the area of the adjustment. The remaining boundaries of the lots are from plans of record and deed descriptions or Town GIS information.

Thank you for your time and consideration of this request. If you have any questions or need additional information, please give us a call.

Sincerely,
T.F. BERNIER, INC.

Jonathan Crowdes
Project Manager

enclosures

cc. file 663-01



Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel: 603-746-3170 Fax: 603-746-3049

PLANNING BOARD APPLICATION

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

PROJECT LOCATION: Gould Hill Road MAP/LOT: 240 /49 240 /51 ZONE: R-2/R-4

APPLICANT: T.F. Bernier, INC - Timothy Bernier

Address: P.O. Box 3464 City: Concord State: NH Zip: 03302

Phone: 603-224-4148 Email: tim@tfbinc.com

OWNER(S)

Name: Susan E. Upton Lynch

Address: 2 Watchtower Road City: Hopkinton State: NH Zip: 03229

Phone: _____ Email: _____

Name: John H. Lynch Irrevocable Trust of 2012, Susan E. Upton Lynch & William G Steele, Jr CPA-Trustees

Address: 2 Watchtower Road City: Hopkinton State: NH Zip: 03229

Phone: _____ Email: _____

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

Name: Same as Applicant

Address: _____ City: _____ State: NH Zip: _____

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Residential Recreational Agricultural Institutional Commercial/Industrial Accessory

Public Water Public Sewer Well Septic

Lots/units proposed: _____ Existing Building Area: _____ Proposed Building Area: _____

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

Application Submission Requirements:

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

- Narrative description of proposal (include existing conditions and all related improvements).
- Application checklist.
- Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.
- Property deed and existing/proposed easements, covenants, and restrictions.
- Tax Map of subject parcel and abutting properties.
- Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.

RECEIVED

FEB 18 2021

HOPKINTON
PLANNING DEPT

PLANNING BOARD APPLICATION

- Test Pit Data, Storm Water Management Plan, Traffic, School, Environmental and Fiscal Impact Analyses, and Phasing Plan (when applicable).
- Abutters List as defined by RSA 672:3 – Include Tax Map, Lot Number, Name and Mailing Addresses. If abutting property is under a condominium or other collective form of ownership, the term "abutter" means the officers of the collective or association. If abutting property is under a manufactured housing park form of ownership, the term "abutter" includes the manufactured housing park owner and the tenants who own the manufactured housing.
- Mailing labels – Include Applicant, Owner, Architect, Soil/Wetland Scientists, Abutters, and holders of Conservation/Preservation restrictions or easements.
- Four (4) paper prints of the plan(s) at full scale.
- Appropriate Filing Fee: (Non-refundable) Made payable to Town of Hopkinton

Major Subdivision	\$500.00	Application Fee, \$100.00 per Lot/Unit
Minor Subdivision	\$250.00	Application Fee, \$100.00 per Lot/Unit
Lot Line Adjustment/Annexation	\$100.00	Application Fee
Site Plan Review	\$300.00	Application Fee, \$100.00 per Unit (Res./Non-Res.)
Site Plan Review Change of Use	\$150.00	Application Fee
Conditional Use Permit	\$500.00	Application Fee (Wireless Telecommunications)
Public Notice Mailing	\$ 10.00	per Address (Owner, Applicant, Agent, Abutter) x22= \$220.00
Newspaper Notice	\$ 75.00	
		<u>Total= \$395.00</u>
- Conditional Use Permit (Wireless Telecommunications): If application is for Conditional Use Permit, please attach a detailed explanation of compliance with Section 3.10 of the Hopkinton Zoning Ordinance, along with an explanation of compliance with the Site Plan Review Regulations of the Town of Hopkinton.

Final Submission Requirements (after Planning Board action):

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

Recording Fee	\$ 26.00	per Page (22" x 34")
LCHIP Fee	\$ 25.00	per Document

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

Applicant's Signature: [Signature] Date: 2/18/21
 Owner's Signature(s): [Signatures] Date: 2-18-2021
2-18-2021

Application Filed: <u>2/18/21</u>	Fees: <u>\$395 CK 2284</u>	Office Use:
Notice(s) Posted/Mailed: _____	Complete/Consideration: _____	Application #: _____
Meeting(s)/Hearing(s): <u>3/11/21</u>	Approved/Denied: _____	Conditions MCRD Filing: _____
MCRD Document #: _____		

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

Applicants shall use the General Principal and Design and Construction Standards (Section IV, Subdivision Regulations) when designing and laying out a subdivision. These principles and requirements shall be construed as the minimum requirements. The Planning Board may require higher standards in individual cases or may waive certain requirements for good cause.

Submittal Material

- An application, either signed by all the current owner(s) of the property, or signed by an individual authorized by the owner(s) to act as their agent. NOTE: A letter must be submitted with the application authorizing the individual to act as agent on the owner(s) behalf when the agent signs the application.
- The appropriate application fee.
- A deed showing property description and ownership.
- List of the current abutters to the property including those property owners located across street, brook or stream from the property being subdivided. Please include the name, address and profession of the professionals responsible for the preparation of the subdivision plans.
- One (1) set of addressed mailing labels of abutters, applicant, engineer, architect, soil or wetland scientist, land surveyor, and holder of conservation preservation, or agricultural preservation restrictions or easements.
- NA Copies of any approvals or permits required from state and federal agencies.
- Written request for any waivers from the Subdivision Regulations, if any.
- NA A copy of any variances or special exceptions which have been granted by the Zoning Board of Adjustment.
- Four (4) copies of the subdivision plat which contains all the information outlined in the Subdivision Regulations.
- Eleven (11) copies of the application, along with all supporting document(s), including reductions of the plan(s) reduced to no more than 11" x 17".

General Information

- A subdivision shall be shown at a scale of not less than one inch equals one hundred feet (1"=100') or at a greater detail as directed by the Planning Board.
- Plans shall be presented on sheets sized at 22" x 34". Recordable drawings must conform to the requirements of the Merrimack County Registry of Deeds.
- Title of plat and Name and address of the owner and that of agent, if any.
- Date the plan was prepared and the date of all revisions.
- North arrow, bar scale and Tax Map/Lot references.
- Name, address, seal, and signature of the licensed surveyor, engineer, and certified soils or wetland scientist.

Design and Sketch Plan

- A vicinity sketch showing location of property in relation to surrounding streets systems and other pertinent features.

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

- (partial) WR A sketch of the site showing existing natural features, including watercourses, waterbodies, tree lines, and other significant vegetation cover, topographic features and any other features that are significant to the site design.
- WR Contours at intervals not exceed five feet (5') with spot elevations provided when the grade is less than five percent (5%).
- (partial) WR Surveyed exterior property lines showing their bearings and distances and showing monumentation locations.
- (partial) WR Location and dimensions of uplands and wetlands as certified by a certified soils or wetland scientist.
- Lines and right-of-way of existing abutting streets.
- NA Location, elevation, and layout of existing and proposed catch basins and other surface drainage features.
- Location and size of all utilities serving the site.
- (partial) WR Soils location and types.
- Any other features that would fully explain the concept of the proposal, existing conditions, and future development.

Subdivision Plan

- (partial) WR Location and dimensions of all boundary lines of the property to be expressed in feet and decimals of a foot.
- Location and width of existing and proposed streets and easements, alleys, and other public ways, easements and proposed street rights-of-ways.
- WR Building setbacks lines, including location and setback dimensions of existing structures within 50-feet of the parcel to be subdivided.
- Location, dimensions, and areas of all proposed or existing lots (calculated in acreage and square feet).
- NA Location and dimensions of all property proposed to be set aside for a park or playground use, public or private reservation, with designation of the purpose and conditions, if any, of dedication or reservation.
- NA Location of all parcels of land proposed to be dedicated to public or common use and the covenants, conditions of such dedications, and a copy of such private deed declarations, covenants or restrictions.
- (partial) WR Location, bearing and lengths of all lines; and sufficient data to be able to reproduce such lines upon the ground; and location of all proposed monuments.
- Statement as to the proposed use of all lots, sites, or other realty (whether single-family, two-family, etc.) and all other uses proposed.
- NA Lots consecutively numbered or lettered in alphabetical order.
- NA Location and explanation of proposed drainage easements and any other site easements, if any.
- Form of approval by the Planning Board.

Lot 49

Return to:

McLane Middleton, Professional Association
RAW/ cern 59370
P.O. Box 326
Manchester, NH 03105

WARRANTY DEED

We, **SUSAN E. UPTON LYNCH** and **WILLIAM G. STEELE, JR., CPA**, Trustees of **THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012**, a New Hampshire trust u/d/t dated December 15, 2012, with a mailing address of 2 Watchtower Road, Hopkinton, New Hampshire 03229, grant to **SUSAN E. UPTON LYNCH**, a married individual with a mailing address of 2 Watchtower Road, Hopkinton, New Hampshire 03229, with **WARRANTY COVENANTS:**

A certain tract of land with the improvements situated thereon located on the northeasterly side of Gould Hill Road, in the Town of Hopkinton, County of Merrimack, State of New Hampshire, and more particularly bounded and described as follows: ~~X~~

Commencing at a point marking the intersection of stone walls, which said point is 323 feet, more or less, northeasterly from the northeasterly line of the Gould Hill Road, so-called;

running northeasterly along a stone wall and the southeasterly line of land now or formerly of Concord Kitchen Corporation (said land being formerly owned by one Shreve and by one Sweatt) and by land formerly of one Loverin, to a stake and stones marking the line of land now or formerly of one Hopkins, of one Sanborn and of one Loverin;

running southeasterly along line of land now or formerly of Hopkins, Sanborn and Loverin and land now or formerly of the Gage heirs (said latter land being formerly owned by the Stephen Sibley heirs) to a stake and stones at corner of land of said Gage heirs (formerly Sibley heirs);

running southwesterly along line of said land of said Gage heirs to an intersection of stone walls which said intersection is 439 feet, more or less, northeasterly from the northeasterly line of said Gould Hill Road;

running northwesterly along land now or formerly of George L. Butterfield, Jr. and Ann S. Butterfield, 475 feet, 4 inches, more or less, to an iron pipe driven in the ground, said iron pipe lying within the right of way hereinafter described;

continuing in the same direction 40 feet, more or less, to another iron pin driven in the ground, said iron pin marking the northeasterly corner of said right of way hereinafter described;

continuing in the same direction along other land of said Butterfields 580 feet, 8 inches, more or less to the point of beginning.

TOGETHER WITH a RIGHT OF WAY 50 feet in width leading from Gould Hill Road to the above described land, said right of way being bounded and described as follows:

★

Commencing at an iron pipe driven into the ground on the northeasterly line of Gould Hill Road, which said iron pin is 540 feet, 8 inches southeasterly from the northwesterly corner of land of said Butterfields and the southwesterly corner of land of Concord Kitchen Corporation, said corners joining on the northeasterly line of said Gould Hill Road;

running northeasterly through said Butterfields land to an iron pipe driven in the ground and referred to as the northeasterly corner of said right of way in the above described land;

running southeasterly 40 feet to an iron pipe driven in the ground; and referred to as lying within said right of way in the above described land;

continuing southeasterly an additional ten feet (10') to a point which is the southeasterly corner of said right of way;

running southwesterly 50 feet from and parallel to the first line described in this right of way, to the northeasterly line of Gould Hill Road;

running northwesterly along said Gould Hill Road 10 feet to an iron pipe;

continuing northwesterly along said Gould Hill Road 40 feet to the point of beginning.

These premises are conveyed SUBJECT TO the restriction that only a single-family residence may be constructed on the premises conveyed herein. This restriction shall run with the land and bind future grantees or successors in interest.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe and convey a portion of the property conveyed to Susan E. Upton Lynch and William G. Steele, Jr, CPA, Trustees of The John H. Lynch Irrevocable trust of 2012, by deed of John H. Lynch, dated August 31, 2020 and recorded in the Merrimack County Registry of Deeds at Book 3696, Page 1739.

This instrument was prepared from information supplied by the Grantor herein and no independent title search has been conducted.

This transfer is exempt from transfer tax pursuant to RSA 78-B:2, IX, as a distribution to the beneficiary of an irrevocable trust.

remainder of page intentionally blank

Signed this 3 day of December, 2020.

William G. Steele, Jr.

WILLIAM G. STEELE, JR., CPA, Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

This instrument was acknowledged before me on the 3 day of December, 2020, by WILLIAM G. STEELE, JR., CPA, as Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012.



Jennifer J. Fontaine

Notary Public/Justice of the Peace

Printed Name:

My Commission Expires:

Susan Lynch
SUSAN E. UPTON LYNCH, Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on the 4th day of December, 2020, by SUSAN E. UPTON LYNCH, as Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012.

(seal)

Robert A. Wells
Notary Public/Justice of the Peace
Printed Name: ROBERT A. WELLS, Notary Public
My Commission Expires: Commission Expires January 13, 2021



TRUSTEE CERTIFICATE

The undersigned trustees are Trustees of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012 dated December 15, 2012, and thereto have full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the trustees for a conveyance thereof. The trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Trustee Certificate to be incorrect.

Susan Lynch
SUSAN E. UPTON LYNCH, Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was subscribed, sworn to, and acknowledged before me on the 4th day of December, 2020, by SUSAN E. UPTON LYNCH, as Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012.

(seal)

Robert A. Wells
Notary Public/Justice of the Peace
Printed Name: ROBERT A. WELLS, Notary Public
My Commission Expires: Commission Expires January 13, 2021



William G. Steele, Jr.

WILLIAM G. STEELE, JR., CPA, Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

This instrument was subscribed, sworn to, and acknowledged before me on the 4th day of December, 2020, by WILLIAM G. STEELE, JR., CPA, as Trustee of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012.

(seal)

Janet E. Poulin

Notary Public/Justice of the Peace

Printed Name:

My Commission Expires:

JANET E. POULIN, Notary Public
State of New Hampshire
My Commission Expires July 18, 2022



Lot 51

Return to:

McLane Middleton, Professional Association
RAW/ cem 59370
P.O. Box 326
Manchester, NH 03105

WARRANTY DEED

I, **JOHN H. LYNCH**, a married individual with a mailing address of 2 Watchtower Road, Hopkinton, New Hampshire 03229, grant to **SUSAN E. UPTON LYNCH** and **WILLIAM G. STEELE, JR., CPA, Trustees of THE JOHN H. LYNCH IRREVOCABLE TRUST OF 2012**, a New Hampshire trust u/d/t dated December 15, 2012, with a mailing address of 2 Watchtower Road, Hopkinton, New Hampshire 03229, with **WARRANTY COVENANTS**:

A certain parcel, with the improvements thereon, located in The Town of Hopkinton, County of Merrimack, State of New Hampshire, described as follows:

Tract I:

That portion of a certain property, located in The Town of Hopkinton, County of Merrimack, State of New Hampshire, and known as the Gage Place, which is situated westerly of the highway leading from Hopkinton Village to Tyler Station, but

EXCEPTING from the said Premises conveyed a parcel of land situated on said highway surrounding the buildings which are situated thereon, being ten (10) acres, more or less, which ten acre parcel is bounded and described as follows:

Beginning on the southerly side of the lane leading to the woodland on the westerly side of the road from Hopkinton Village to Tyler Station at the corner of the wall on the south side of said lane; westerly along this wall about five hundred and fifty (550) feet to the easterly side of an opening in that wall; thence southerly in a straight line to a point in the south line of said property at a point approximately five hundred four (504) feet west of the above-mentioned highway; easterly along said wall about five hundred four (504) feet to the highway; northerly along said highway to the point of beginning.

Said premises are shown on a plan entitled, "TYPE MAP OF THE BRIER HILL FARM WOODLOT, JULY, 1916," filed in the Registry of Deeds as Map #750, the said granted premises being bounded and hatched in red on said plan.

The above parcel is believed but not warranted to be further described as follows:

A certain tract or parcel of land with all improvements and appurtenances situate on the east side of Gould Hill Road and westerly of Briar Hill Road in the Town of Hopkinton, County of Merrimack, and State of New Hampshire, as shown on a plan entitled, "THE GOULD HILL TRUST, WILLIAM G. STEELE, JR., TRUSTEE", prepared by Bristol, Sweet & Associates, Inc., dated September 22, 1999, recorded as Plan #14886 in the Merrimack County Registry of Deeds (the "Plan"), which tract or parcel is more particularly bounded and described as follows: *

Beginning at an intersection of two stone walls at an iron rod on the easterly sideline of Gould Hill Road at the westernmost corner of the within premises and the northwesterly corner of land now or formerly of Philip C. and Gloria F. Martin;

running in a northerly directly along a stone wall and the easterly sideline of Gould Hill Road a distance of 986.5 feet, more or less, to an iron pipe at an intersection of stone walls at land now or formerly of Arnold C. & Alice R. Coda, (shown as Tax Lot #240-50 on the Plan), which iron pipe is North 11° 33' 55" East a distance of 983.17 feet from the previously mentioned iron rod;

turning and running in an easterly direction along a stone wall and said Coda land a distance of 431.0 feet, more or less, to an iron pipe at an intersection of stone walls and a barbed wire fence, which iron pipe is North 87° 44' 23" East a distance of 430.88 feet from the previously mentioned iron pipe;

turning and running along land now or formerly of Erik Leadbeater, (shown as Tax Lot #240-49 on the Plan), North 88° 00' 35" East a distance of 1071.76 feet to a 1" iron rod at the beginning of a barbed wire fence;

turning and running still along said Leadbeater land North 07° 11' 20" West a distance of 713.15 feet to an iron rod set in a drill hole at the end of a stone wall at the end of the barbed wire fence;

continuing along the stone wall and land of Leadbeater North 09° 22' 17" West a distance of 153.76 feet to an iron rod set in a drill hole in the stone wall at land now or formerly of Walter W. Dwyer Jr. 1998 Trust, (shown as Tax Lot #241-43 on the Plan);

turning and running along said Dwyer Trust land North 49° 02' 30" East a distance of 448.94 feet to an iron rod at a bend in a barbed wire fence;

turning and running still along said Dwyer Trust land, North $80^{\circ} 55' 36''$ East a distance of 757.50 feet to a drill hole at the end of a stone wall near a corner of barbed wire fences, at land now or formerly of Mary H. Small, (shown as Tax Lot #241-38.2 on the Plan);

turning and running along said Small land South $16^{\circ} 39' 06''$ East a distance of 898.18 feet to a drill hole at the end of a stone wall;

continuing along the stone wall and said Small land a distance of 469.60 feet to a drill hole in the stone wall, which drill hole is South $16^{\circ} 40' 35''$ East, and a distance of 469.60 feet from the next previously mentioned drill hole;

continuing along the stone wall and land now or formerly of David L. & Judith Poole, (shown as Tax Lot #241-38.1 on the Plan) a distance of 541.50 feet to a drill hole at the end of the stone wall, which drill hole is South $16^{\circ} 24' 19''$ East, and a distance of 541.46 feet from the next previously mentioned drill hole;

continuing in a southeasterly direction along said Poole land South $16^{\circ} 36' 36''$ East, a distance of 82.47 feet to a drill hole at the end of a stone wall;

continuing in a southeasterly direction along the stone wall and said Poole land a distance of 257.10 feet, more or less, to a drill hole in the stone wall, which drill hole is South $16^{\circ} 20' 41''$ East, a distance of 256.98 feet from the next previously mentioned drill hole;

continuing in a southeasterly direction along the stone wall and said Poole land a distance of 288.90 feet, more or less, to a drill hole at an intersection of stone walls, which drill hole is South $16^{\circ} 40' 26''$ East, a distance of 287.63 feet from the next previously mentioned drill hole;

turning and running in an easterly direction along a stone wall and said Poole land a distance of 392.30 feet, more or less, to a drill hole 3.85 feet easterly of a corner of stone walls at the westerly sideline of Briar Hill Road, which drill hole is North $83^{\circ} 41' 42''$ East, a distance of 392.31 feet from the next previously mentioned drill hole;

turning and running South $01^{\circ} 05' 05''$ West, a distance of 45.39 feet along the westerly sideline of Briar Hill Road to a disk set in a drill hole at an intersection of stone walls at land now or formerly of Sandra Schneider, (shown as Tax Lot #249-5 on the Plan);

turning and running in a westerly direction along a stone wall and said Schneider land a distance of 558.50 feet, more or less, to an iron pipe in a gap in the stone wall 1.86 feet westerly of the end of the stone wall, which iron pipe is

South 83° 26' 17" West, a distance of 557.61 feet from the disk referred to in the previous course;

turning and running still along said Schneider land South 06° 37' 11" East, a distance of 1123.91 feet to an iron rod in a stone pile on a stone wall at land now or formerly of Donald & Sandra P. Saxon, (shown as Tax Lot #249-4 on the Plan);

turning and running along a stone wall and said Saxon land North 63° 16' 34" West, a distance of 225.14 feet to a point at an intersection of stone walls at land now or formerly of Robert A. & Nancy N. Sweatt, (shown as Tax Lot #239-22 on the Plan);

turning and running in a westerly direction along the stone wall and said Robert Sweatt land a distance of 559.60 feet, more or less, to a drill hole at an intersection of stone walls at land now or formerly of Dana L. & Alice Sweatt, (shown as Tax Lot #239-21 on the Plan), which drill hole is North 86° 26' 54" West, a distance of 559.33 feet from the next previously mentioned point of intersection of stone walls;

turning and running along said Dana Sweatt land North 65° 05' 14" West, a distance of 690.41 feet to an iron rod in a drill hole at the end of a stone wall at land now or formerly of Martha Houston Jones Revocable Trust of 1997, (shown as Tax Lot #240-54 on the Plan);

continuing in a northwesterly direction along the stone wall and said Jones Trust land a distance of 323.80 feet, more or less, to a drill hole at an intersection of the stone wall and a row of stones, which drill hole is North 66° 21' 18" West, a distance of 319.37 feet from the last mentioned iron rod;

continuing in a northwesterly direction along the stone wall and said Jones Trust land a distance of 909.90 feet, more or less, to a drill hole at the end of the stone wall, which drill hole is North 64° 01' 06" West, a distance of 901.84 feet from the next previously mentioned drill hole;

continuing in a northwesterly direction along said Jones Trust land a distance of 300.40 feet, more or less, to an iron pipe at the end of a stone wall at land now or formerly of Philip C. & Gloria F. Martin, (shown as Tax Lot #240-52 on the Plan), which iron pipe is North 63° 47' 13" West, a distance of 300.30 feet from the last mentioned drill hole;

continuing in a northwesterly direction along the stone wall and said Martin land a distance of 648.20 feet, more or less, to the point of beginning, which point is North 68° 12' 49" West, a distance of 647.78 feet from the last mentioned iron pipe.

Tract II:

A certain tract of land with the improvements situated thereon located on the northeasterly side of Gould Hill Road, in the Town of Hopkinton, County of Merrimack, State of New Hampshire, and more particularly bounded and described as follows:

Commencing at a point marking the intersection of stone walls, which said point is 323 feet, more or less, northeasterly from the northeasterly line of the Gould Hill Road, so-called;

running northeasterly along a stone wall and the southeasterly line of land now or formerly of Concord Kitchen Corporation (said land being formerly owned by one Shreve and by one Sweatt) and by land formerly of one Loverin, to a stake and stones marking the line of land now or formerly of one Hopkins, of one Sanborn and of one Loverin;

running southeasterly along line of land now or formerly of Hopkins, Sanborn and Loverin and land now or formerly of the Gage heirs (said latter land being formerly owned by the Stephen Sibley heirs) to a stake and stones at corner of land of said Gage heirs (formerly Sibley heirs);

running southwesterly along line of said land of said Gage heirs to an intersection of stone walls which said intersection is 439 feet, more or less, northeasterly from the northeasterly line of said Gould Hill Road;

running northwesterly along land now or formerly of George L. Butterfield, Jr. and Ann S. Butterfield, 475 feet, 4 inches, more or less, to an iron pipe driven in the ground, said iron pipe lying within the right of way hereinafter described;

continuing in the same direction 40 feet, more or less, to another iron pin driven in the ground, said iron pin marking the northeasterly corner of said right of way hereinafter described;

continuing in the same direction along other land of said Butterfields 580 feet, 8 inches, more or less to the point of beginning.

TOGETHER WITH a RIGHT OF WAY 50 feet in width leading from Gould Hill Road to the above described land, said right of way being bounded and described as follows:

Commencing at an iron pipe driven into the ground on the northeasterly line of Gould Hill Road, which said iron pin is 540 feet, 8 inches southeasterly from the northwesterly corner of land of said Butterfields and the southwesterly corner of land of Concord Kitchen Corporation, said corners joining on the northeasterly line of said Gould Hill Road;

running northeasterly through said Butterfields land to an iron pipe driven in the ground and referred to as the northeasterly corner of said right of way in the above described land;

running southeasterly 40 feet to an iron pipe driven in the ground; and referred to as lying within said right of way in the above described land;

continuing southeasterly an additional ten feet (10') to a point which is the southeasterly corner of said right of way;

running southwesterly 50 feet from and parallel to the first line described in this right of way, to the northeasterly line of Gould Hill Road;

running northwesterly along said Gould Hill Road 10 feet to an iron pipe;

continuing northwesterly along said Gould Hill Road 40 feet to the point of beginning.

The Premises are conveyed together with all appurtenant rights and easements.

These premises are conveyed subject to the restriction that only a single-family residence may be constructed on the premises conveyed herein. This restriction shall run with the land and bind future grantees or successors in interest.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

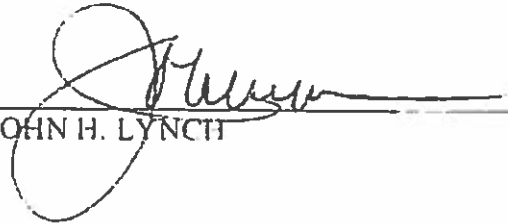
MEANING AND INTENDING to describe and convey the same property conveyed to John H. Lynch by deed of John H. Lynch and Susan E. Upton Lynch as Trustees of The John H. Lynch Trust, of near or even date and recorded herewith.

This instrument was prepared from information supplied by the Grantor herein and no independent title search has been conducted.

This transfer is exempt from transfer tax pursuant to RSA 78-B:2, IX.

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Signed this 31st day of August, 2020.




JOHN H. LYNCH

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on the 31st day of August, 2020, by
John H. Lynch.

(seal)



Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

ROBERT A. WELLS, Notary Public
My Commission Expires January 28, 2021





T.F. BERNIER, INC.
Land Surveyors~Designers~Consultants

50 Pleasant Street, P.O. Box 3464
Concord, NH 03302-3464

Environmental Permitting
State and Local Permitting
Land Surveying
Aerial Mapping
Aerial Photography

Tel. (603) 224-4148
Fax (603) 224-0507

Abutters List
Lot Line Adjustment - Lynch
Assessors Map 240 Lot 49 & 51
Gould Hill Road
Hopkinton, NH

<u>MAP</u>	<u>LOT</u>	<u>OWNER</u>
240	49	Susan E Upton Lynch 2 Watchtower Road Hopkinton, NH 03229
240	51	John H Lynch Irrevocable Trust of 2012, Susan E. Upton Lynch & William G Steele, Jr., CPA- Trustees 2 Watchtower Road Hopkinton, NH 03229
239	21	Virginia L Pastuszczak Timothy D. Sweatt 373 Old Stagecoach Road Contoocook, NH 03229
239	22	Five Rivers Conservation Trust 10 Ferry Street Suite 311A Concord, NH 03301
240	29	Alison Josefiak & Christopher Navarro 257 Gould Hill Road Contoocook, NH 03229
240	30	Thomas R. & Hilary A. Chapman 283 Gould Hill Road Contoocook, NH 03229
240	31	Bradford W. & Ann McLane Kuster 331 Gould Hill Road Contoocook, NH 03229
240	32	Jane D. W. Bradstreet & Frederic E. Bradstreet III 333 Gould Hill Road P.O. Box 149 Contoocook, NH 03229

240	36	Irvin D. Gordon 63 Roberts Road Hopkinton, NH 03229
240	48	Christopher A. & Cheryl Z. Miller 436 Gould Hill Road Contoocook, NH 03229
240	50	Arnold C. Coda 2006 Trust Arnold C. Coda & Alice R. Coda Trustees Alice R. Coda 2006 Trust Arnold C. Coda & Alice R. Coda Trustees 400 Gould Hill Road Contoocook, NH 03229
240	52	Rix Family Trust of 2016 Erica C. Rix & Robert D. Rix-Trustees 248 Gould Hill Road Hopkinton, NH 03229
240	54	Richard Jones Irrevocable Trust Robert Jones-Trustee 9 Hilltop Drive Sunapee, NH 03782
241	36	Stephen D. & Melissa G. Trafton 500 Gould Hill Road Contoocook, NH 03229
241	37	Joshua T. Rogers & Lisa J. Wangsness 470 Gould Hill Road Contoocook, NH 03229
241	38-1	Kirk Hemphill 831 Briar Hill Road Contoocook, NH 03229
241	38-2	R and J Case Trust Ralph Case and Judith Case-Trustees 1030 Briar Hill Road Hopkinton, NH 03229
241	43	Jeanne C. Dwyer GST Exempt Trust Joseph S. Ransmeier-Trustee P.O. Box 600 Concord, NH 03302
249	4	Kurt K. & Betsy F. Rhyhart 675 Briar Hill Road Hopkinton, NH 03229

249

5

The Viking Trust
Arthur D. Clarke &
Susan P. Sloan-Trustees
745 Briar Hill Road
Contoocook, NH 03229

249

8

S. Wayne & Elizabeth A. Clarke
812 Briar Hill Road
Hopkinton, NH 03229

Professional Consultant

Timothy F. Bernier, LLS, CWS
T. F. Bernier, Inc.
PO Box 3464
Concord, NH 03302-3464

Name and Address of Sender
 Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

Check type of mail or service:
 Adult Signature Required
 Certified Mail
 COD
 Delivery Confirmation
 Express Mail
 Insured
 Adult Signature Restricted Delivery
 Recorded Delivery (International)
 Registered
 Return Receipt for Merchandise
 Signature Confirmation

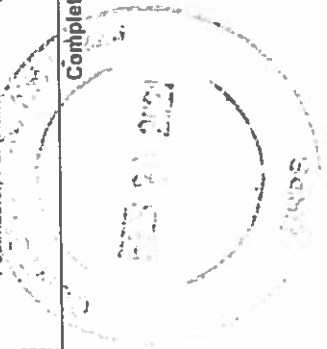
Affix Stamp Here
 (If issued as a certificate of mailing or for additional copies of this bill)
 Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender #609	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	70200640000090449371 Winnifred Louise Monk Trust 3 River Rd Penacook, NH 03303	.51	3.60											
2.	70200640000090449388 Lynch Susan E. Upton 2 Watchtower Rd Hopkinton, NH 03229	.51	3.60											
3.	70200640000090449395 Lynch John H. Irrev. Trust 2 Watchtower Rd Hopkinton, NH 03229	.51	3.60											
4.	70200640000090449401 Joseliak Alison/Navarro Christopher 257 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
5.	70200640000090449418 Kuster Bradford & Ann McLane 331 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
6.	70200640000090449425 Bradstreet Jane & Frederick PO Box 149, 333 Gould Hill Rd Contoocook, NH 03229	.51	3.60											
7.	70200640000090449432 Case Trust R. & J. 1030 Briar Hill Rd Hopkinton, NH 03229	.51	3.60											
8.	70200640000090449449 Chapman Thomas & Hilary 283 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											

Total Number of Pieces Listed by Sender: 8
 Total Number of Pieces Received at Post Office: 8
 Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, June 2011 (Page 1 of 2) Complete by Typewriter, Ink, or Ball Point Pen



Name and Address of Sender

Town of Hopkinton
330 Main Street
Hopkinton, NH 03229
Re: 03/18/2021

- Check type of mail or service:
- Adult Signature Required
 - Certified Mail
 - COD
 - Delivery Confirmation
 - Express Mail
 - Insured
 - Adult Signature Restricted Delivery
 - Recorded Delivery (International)
 - Registered
 - Return Receipt for Merchandise
 - Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender If GOB	ASR Fee	WSRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	70202450000230752951 Miller Christopher & Cheryl 436 Gould Hill Rd Contoocook, NH 03229	.51	3.60											
2.	70202450000230752968 Pastuszczak Virginia/Sweatt Timothy 373 Old Stagecoach Rd Contoocook, NH 03229	.51	3.60											
3.	70202450000230752975 Clarke S Wayne & Elizabeth 812 Briar Hill Rd Hopkinton, NH 03229	.51	3.60											
4.	70202450000230752982 Coda Arnold C & A 400 Gould Hill Rd Contoocook, NH 03229	.51	3.60											
5.	70202450000230752999 Dwyer Trust Water & Jean PO Box 600 Concord, NH 03229	.51	3.60											
6.	70202450000230753002 Five Rivers Conservation 10 Ferry St Ste 311A Concord, NH 03301	.51	3.60											
7.	70202450000230753019 Gordon Irvin D 63 Roberts Rd Hopkinton, NH 03229	.51	3.60											
8.	70202450000230753026 Hemphill Kirk 831 Briar Hill Rd Contoocook, NH 03229	.51	3.60											

Total Number of Pieces Listed by Sender: 8
Total Number of Pieces Received at Post Office: 8

Postmaster: Per (Name of receiving employee)

PS Form 3877, June 2011 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



Name and Address of Sender
 Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

Check type of mail or service:
 Adult Signature Required
 Certified Mail
 COD
 Delivery Confirmation
 Express Mail
 Insured

Adult Signature Restricted Delivery
 Recorded Delivery (International)
 Registered
 Return Receipt for Merchandise
 Signature Confirmation

Postage
 .51
 .51
 .51
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Article Number
 1. 70202450000230753033
 2. 70202450000230753040
 3. 70202450000230753057
 4. 70202450000230753064
 5. 70202450000230753071
 6. 70202450000230753088

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender if GOB	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Jones, Richard Irrev Trust 18 Green St Newport, NH 03773	.51	3.60											
2.	Rhynhart Kurt & Betsey 675 Briar Hill Rd Hopkinton, NH 03229	.51	3.60											
3.	Rix Family Trust 2016 248 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
4.	Rogers Joshua/Wangness Lisa 470 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
5.	Trafton Stephen & Melissa 500 Gould Hill Rd Hopkinton, NH 03229	.51	3.60											
6.	Viking Trust 745 Briar Hill Rd Contoocook, NH 03229	.51	3.60											
7.														
8.														

Total Number of Pieces Listed by Sender: 6
 Total Number of Pieces Received at Post Office: 6

Postmaster, Per (Name of receiving employee)
 Complete by Typewriter, Ink, or Ball Point Pen
 PS Form 3877, June 2011 (Page 1 of 2)
 See Privacy Act Statement on Reverse

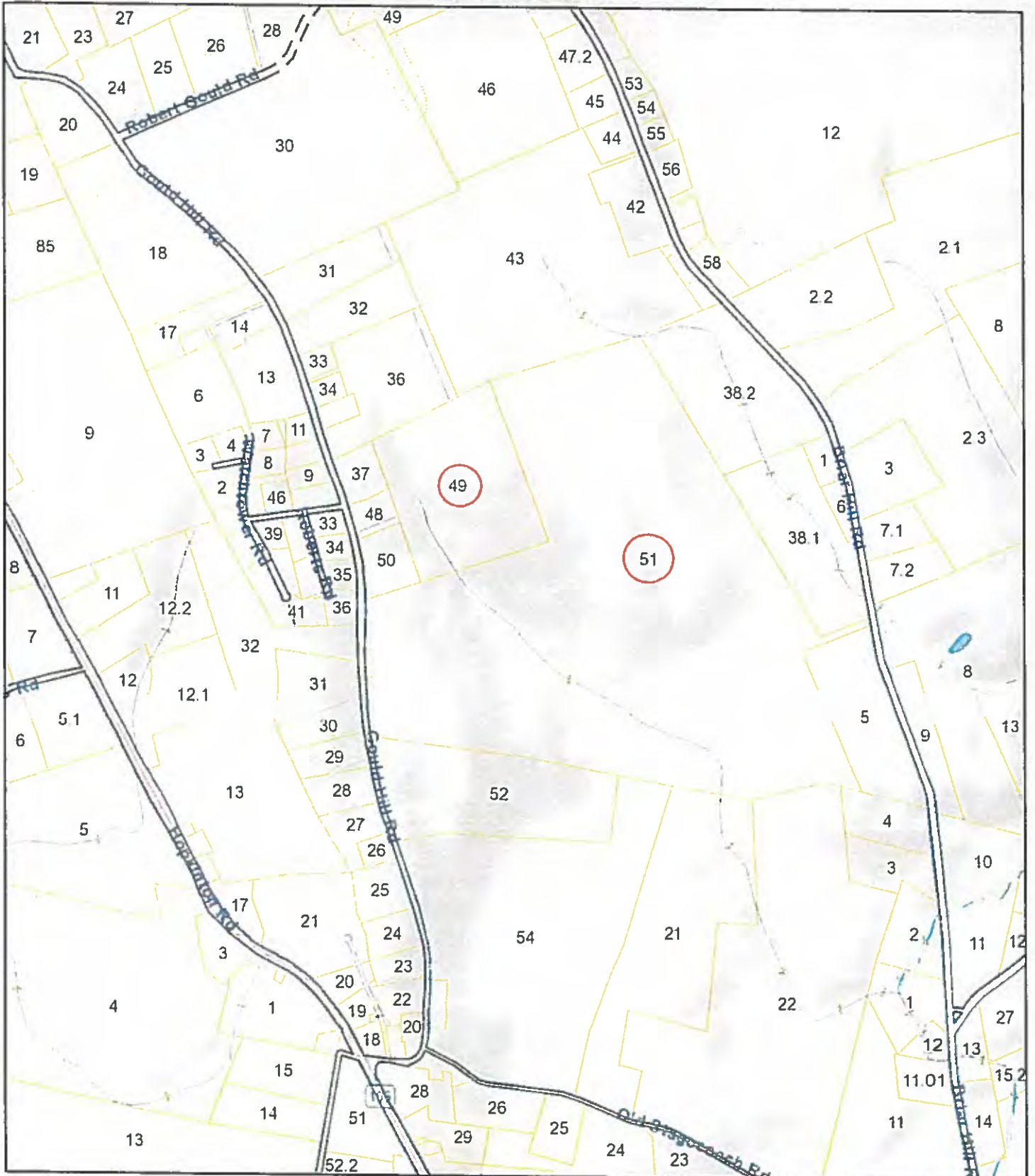


Hopkinton, NH

1 inch = 1000 Feet



February 17, 2021



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

APPLICATION
#2021-8

BEAUX WOODS CONTRACTORS

56 MAPLE STREET LLC
56 MAPLE STREET



LAND SURVEYING ▲ PERMITTING ▲ SEPTIC DESIGNS

December 18, 2020

RE: 56 Maple Street LLC
Tax Map 102 Lot 44
56 Maple Street
Hopkinton NH

Project Narrative

56 Maple Street llc is proposing a **condominium subdivision** of the **existing 5 unit building**. Each unit will have 2 parking spaces in the adjacent garage and all of the exterior area and basement will be common area for all of the unit owners to use or access.



Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel: 603-746-3170 Fax: 603-746-3049

PLANNING BOARD APPLICATION

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

PROJECT LOCATION: 56 maple street MAP/LOT: 102 / 44 / UR1 ZONE: _____

APPLICANT: Beaut woods contractors LLC

Address: P.O. Box 31 City: Hopkinton State: NH Zip: 03229

Phone: _____ Email: _____

OWNER(s)

Name: 56 maple street LLC

Address: P.O. Box 31 City: Hopkinton State: NH Zip: 03229

Phone: _____ Email: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

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

Name: Higginson Land Services

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

Phone: 660-6412 Email: dbhigginson@yahoo.com

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Residential Recreational Agricultural Institutional Commercial/Industrial Accessory

- Public Water Public Sewer Well Septic

Lots/units proposed: 5 Existing Building Area: 5086 Proposed Building Area: 5086

% Open Space: 73 (Note: Building Area refers to gross area)

Application Submission Requirements:

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

- Narrative description of proposal (include existing conditions and all related improvements).
- Application checklist.
- Planning Board/Zoning Board of Adjustment Minutes of Conceptual, Preliminary Review, or approval.
- Property deed and existing/proposed easements, covenants, and restrictions.
- Tax Map of subject parcel and abutting properties.
- Waiver(s) request from provisions of the Subdivision and/or Site Plan Regulations.



PLANNING BOARD APPLICATION

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

Final Submission Requirements (after Planning Board action):

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

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

Applicant's Signature:  Date: 2/4/21
 Owner's Signature(s):  Date: 2/4/21

Application Filed: <u>2/19/21</u>	Fees: <u>\$935.-</u>	Office Use: Application #: <u>2021-8</u>
Notice(s) Posted/Mailed: <u>2/24/21</u>	Complete/Consideration: _____	
Meeting(s)/Hearing(s): <u>3/16/21</u>	Approved/Denied: _____	
MCRD Document #: _____	<input type="checkbox"/> Conditions MCRD Filing: _____	

January 15, 2021

Zoning Board of Adjustment
Town of Hopkinton

Town of Hopkinton Planning Board

RE: Tax Map 102, Lot 44

Dear Members of the Zoning Board of Adjustment and the Planning Board:

I am writing as the owner of the property known as Tax Map 102, Lot 44 located at 56 Maple Street to provide my consent to permit Maria T. Dolder, Esquire, of the law firm of Hebert & Dolder, PLLC to make and execute any and all zoning applications and planning board applications on my behalf involving my property located at 56 Maple Street.

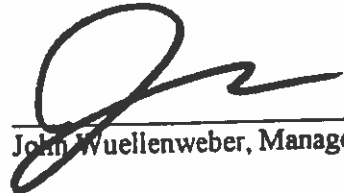
This authorization also includes the ability to present the applications before the Town of Hopkinton Zoning Board of Adjustment and Planning Board.

Should you have any questions or need further information, please do not hesitate to contact me.

Very Truly Yours,

56 Maple Street, LLC

By:


John Wuellenweber, Manager



LAND SURVEYING ▲ PERMITTING ▲ SEPTIC DESIGNS

December 18, 2020

RE: 56 Maple Street LLC
Tax Map 102 Lot 44
56 Maple Street
Hopkinton NH

Waiver Requests

Please accept this letter as the above referenced Applicant's written request for waivers from the following sections of the town's Subdivision Regulations. This property has been subject to a lot line adjustment as well as a site plan review prior to this submission and all of the waiver items listed can be found on the previous two plans

1. Test pit data – this lot is serviced by town water and sewer and does not require state subdivision approval
2. section 3.3.1 c requiring topographic information
3. section 3.3.1 g requiring location and size of utilities servicing the building
4. section 3.3.1 h requiring soil data

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

Applicants shall use the General Principal and Design and Construction Standards (Section IV, Subdivision Regulations) when designing and laying out a subdivision. These principles and requirements shall be construed as the minimum requirements. The Planning Board may require higher standards in individual cases or may waive certain requirements for good cause.

Submittal Material

- An application, either signed by all the current owner(s) of the property, or signed by an individual authorized by the owner(s) to act as their agent. NOTE: A letter must be submitted with the application authorizing the individual to act as agent on the owner(s) behalf when the agent signs the application.
- The appropriate application fee.
- A deed showing property description and ownership.
- List of the current abutters to the property including those property owners located across street, brook or stream from the property being subdivided. Please include the name, address and profession of the professionals responsible for the preparation of the subdivision plans.
- One (1) set of addressed mailing labels of abutters, applicant, engineer, architect, soil or wetland scientist, land surveyor, and holder of conservation preservation, or agricultural preservation restrictions or easements.
- Copies of any approvals or permits required from state and federal agencies.
- Written request for any waivers from the Subdivision Regulations, if any.
- A copy of any variances or special exceptions which have been granted by the Zoning Board of Adjustment.
- Four (4) copies of the subdivision plat which contains all the information outlined in the Subdivision Regulations.
- Eleven (11) copies of the application, along with all supporting document(s), including reductions of the plan(s) reduced to no more than 11" x 17".

General Information

- A subdivision shall be shown at a scale of not less than one inch equals one hundred feet (1"=100') or at a greater detail as directed by the Planning Board.
- Plans shall be presented on sheets sized at 22" x 34". Recordable drawings must conform to the requirements of the Merrimack County Registry of Deeds.
- Title of plat and Name and address of the owner and that of agent, if any.
- Date the plan was prepared and the date of all revisions.
- North arrow, bar scale and Tax Map/Lot references.
- Name, address, seal, and signature of the licensed surveyor, engineer, and certified soils or wetland scientist.

Design and Sketch Plan

- A vicinity sketch showing location of property in relation to surrounding streets systems and other pertinent features.

TOWN OF HOPKINTON, NH
SUBDIVISION CHECKLIST

- A sketch of the site showing existing natural features, including watercourses, waterbodies, tree lines, and other significant vegetation cover, topographic features and any other features that are significant to the site design.
- Contours at intervals not exceed five feet (5') with spot elevations provided when the grade is less than five percent (5%).
- Surveyed exterior property lines showing their bearings and distances and showing monumentation locations.
- Location and dimensions of uplands and wetlands as certified by a certified soils or wetland scientist.
- Lines and right-of-way of existing abutting streets.
- Location, elevation, and layout of existing and proposed catch basins and other surface drainage features.
- Location and size of all utilities serving the site.
- Soils location and types.
- Any other features that would fully explain the concept of the proposal, existing conditions, and future development.

Subdivision Plan

- Location and dimensions of all boundary lines of the property to be expressed in feet and decimals of a foot.
- Location and width of existing and proposed streets and easements, alleys, and other public ways, easements and proposed street rights-of-ways.
- Building setbacks lines, including location and setback dimensions of existing structures within 50-feet of the parcel to be subdivided.
- Location, dimensions, and areas of all proposed or existing lots (calculated in acreage and square feet).
- Location and dimensions of all property proposed to be set aside for a park or playground use, public or private reservation, with designation of the purpose and conditions, if any, of dedication or reservation.
- Location of all parcels of land proposed to be dedicated to public or common use and the covenants, conditions of such dedications, and a copy of such private deed declarations, covenants or restrictions.
- Location, bearing and lengths of all lines; and sufficient data to be able to reproduce such lines upon the ground; and location of all proposed monuments.
- Statement as to the proposed use of all lots, sites, or other realty (whether single-family, two-family, etc.) and all other uses proposed.
- Lots consecutively numbered or lettered in alphabetical order.
- Location and explanation of proposed drainage easements and any other site easements, if any.
- Form of approval by the Planning Board.

Return to: 102 Fieldstone Rd
Hopkinton, NH
03229

MERRIMACK COUNTY RECORDS *Kate L. Gray* CPO, Registrar

1450
2-
25-

1244.00 QUITCLAIM DEED

Citizens Bank N.A., of 10 Tripps Lane, Riverside, RI 02915, for the amount **Eighty Two Thousand Nine Hundred and 00/100 Dollars (\$82,900.00)**, grant **56 Maple St, LLC, A New Hampshire limited liability company**, of P.O. Box 31, Hopkinton, NH 03229 with **QUITCLAIM COVENANTS:**

The land with the buildings thereon located at 56 Maple Street, Hopkinton, Merrimack County, New Hampshire and further bounded and described in deed referenced below and as follows:

Beginning on the westerly side of the highway leading from Contoocook to Weare, now known as Maple Street, at the northeasterly corner of land now or formerly of A.C. Call; thence westerly by land of said Call to an iron pin; thence northerly by land of said Call, one rod to an iron pin at land formerly of Julia M. Johnson later of Jennie Cummings; thence continuing northerly by land of said Cummings nine (9) rods four (4) links to an iron pin at land now or formerly of Will H. Milton; thence easterly by said Milton land to Maple Street; thence southerly by Maple Street to the point of beginning.

Meaning and intending to convey the same premises subject to and together with rights of way, easements, restrictions, declarations described in Foreclosure Deed granting to Citizens Bank, N.A. f/k/a RBS Citizens, N.A. dated April 12, 2017 and recorded on May 8, 2017 in Book 3555 at Page 85.

Property address: 56 Maple Street, Hopkinton, NH 03229

Witness my hand this 5 day of March, 2018

Citizens Bank, N.A. f/k/a RBS Citizens N.A.

Michelle R. McKinnon Robin A. Bellows

Witness

Michelle R. McKinnon
State of Rhode Island
County of Providence

By:

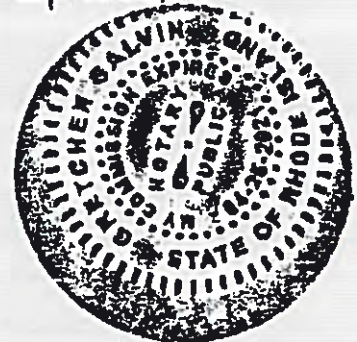
Robin A. Bellows, VP

I hereby certify that on this 5th day of March, 2018, before me, the subscriber, Notary Public of the State aforesaid, personally appeared Robin A. Bellows, VP its representative of **Citizens Bank, N.A. f/k/a RBS Citizens N.A.**, whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be his/her act under authority of the Grantor and the free act and deed of the Grantor, and also certify, under penalties of perjury, that the consideration recited herein is true and correct.



Gretchen Galvin
Notary Public: Gretchen Galvin
My Commission Expires: April 25, 2021

Property Address: 56 Maple Street, Hopkinton, NH 03229



TS \$150.00

WARRANTY DEED

I, **Shawn L. McCluskey**, single, 76 Maple Street, Hopkinton, New Hampshire 03229 for consideration paid grant to **56 Maple Street, LLC**, a New Hampshire limited liability company, with a mailing address of PO Box 31, Hopkinton, New Hampshire 03229 with warranty covenants:

A certain tract of land with improvements thereon, if any, situated in the Town of Hopkinton, County of Merrimack and State of New Hampshire shown as Parcel "A" on a plan of land entitled "Lot Line Adjustment Plan Prepared for: 56 Maple St. LLC: 56 Maple Street Land of: 56 Maple St. LLC and Shawn L. McClusky (sic) Tax Map 102 Lots 44 & 43 Hopkinton, New Hampshire" dated October 14, 2018 recorded in the Merrimack County Registry of Deeds as Plan #201900001457 and bounded and described as follows:

Beginning at a granite bound on the west side of Maple Street at the northeast corner of new lot 102/43; thence S 89° 01' 16" W along lot 102/43 a distance of 182.81' to a granite bound on the east side of Cedar Street; thence N 16° 36' 33" W along the east side of Cedar Street a distance of 16.47' to a 1" pipe at the southwest corner of lot 102/37; thence N 71° 27' 25" E along lot 102/37 a distance of 80.20' to a 1" pipe on the westerly line of lot 102/44; thence S 00° 17' 16" W along lot 102/44 a distance of 17.32' to a 1.5" pipe at the southwest corner of the former lot 102/44; thence S 89° 33' 15" E along former lot 102/44 a distance of 110.85' to a 1" x 2" pin on the west side of Maple Street; thence S 01° 59' 58" E along the west side of Maple Street a distance of 20.00' to the point of beginning.

Containing 4,462 square feet, more or less.

Subject to all matters shown on said Plan #201900001457 including but not limited to Note 1 which states that Parcel A is not to be considered a separate lot of record.

Meaning and intending to describe and convey a portion of the premises conveyed to the above grantor by deed of Edwin C. Taylor and Deborah S. Taylor dated June 21, 2015 recorded in the Merrimack County Registry of Deed at Book 3485, Page 2725.

I, Shawn L. McCluskey, release all rights of homestead and any other interests therein.

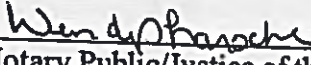
Executed this 18th day of March 2020.


Shawn L. McCluskey

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me by Shawn L. McCluskey this 18th day of March 2020.

WENDY S. LAROCHE
Notary Public - New Hampshire
My Commission Expires February 15, 2022


Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires: _____





50 foot Abutters List Report

Hopkinton, NH
December 18, 2020

Subject Property:

Parcel Number: 102-044-000
CAMA Number: 102-044-000
Property Address: 56 MAPLE ST

✓ Mailing Address: 56 MAPLE ST LLC
PO BOX 31
HOPKINTON, NH 03229

Abutters:

Parcel Number: 102-013-000
CAMA Number: 102-013-000
Property Address: 116 CEDAR ST

✓ Mailing Address: BLANK ROBERT T
116 CEDAR STREET
CONTOOCOOK, NH 03229

Parcel Number: 102-028-000
CAMA Number: 102-028-000
Property Address: 98 CEDAR ST

✓ Mailing Address: DENONCOUR BRIAN J & WANDA M
98 CEDAR ST
CONTOOCOOK, NH 03229

Parcel Number: 102-036-000
CAMA Number: 102-036-000
Property Address: 81 CEDAR ST

Not Abutter ✓ Mailing Address: SMART GLENN R & MELISSA
81 CEDAR ST
CONTOOCOOK, NH 03229

Parcel Number: 102-037-000
CAMA Number: 102-037-000
Property Address: 91 CEDAR ST

✓ Mailing Address: WRIGHT THOMAS G
PO BOX 658
CONTOOCOOK, NH 03229

Parcel Number: 102-043-000
CAMA Number: 102-043-000
Property Address: 76 MAPLE ST

✓ Mailing Address: MCCLUSKEY SHAWN L
76 MAPLE ST
CONTOOCOOK, NH 03229

Parcel Number: 102-045-000
CAMA Number: 102-045-000
Property Address: 40 MAPLE ST

✓ Mailing Address: SMITH JOSHUA
115 N MAIN ST
BOSCAWEN, NH 03303

Parcel Number: 102-049-000
CAMA Number: 102-049-000
Property Address: 43 MAPLE ST

✓ Mailing Address: SIMMS ANN H SIMMS ROBERT T
PO BOX 539
CONTOOCOOK, NH 03229

Parcel Number: 102-050-000
CAMA Number: 102-050-000
Property Address: 53 MAPLE ST

✓ Mailing Address: WINZELER (REV TR) MARK L WINZELER
(TRE) MARK L
53 MAPLE ST
HOPKINTON, NH 03229

Parcel Number: 102-079-000
CAMA Number: 102-079-000
Property Address: 73 MAPLE ST

✓ Mailing Address: EKSTROM HAROLD V & MARY P
73 MAPLE ST
CONTOOCOOK, NH 03229



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

12/18/2020

Page 1 of 1

**Addition to Abutters List
56 Maple Street**

Attorney:

**Maria T. Dolder, Esquire
Hebert & Dolder, PLLC
95 North State Street
Concord, NH 03301**

Name and Address of Sender

Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

- Check type of mail or service:
- Adult Signature Required
 - Certified Mail
 - COD
 - Delivery Confirmation
 - Express Mail
 - Insured
 - Adult Signature Restricted Delivery
 - Recorded Delivery (International)
 - Registered
 - Return Receipt for Merchandise
 - Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Actual Value Registered	Insured Value	Due Sender if GOB	ASR Fee	ASRD Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 70200640000090449104	Scott & Brett Crathern 163 Gould Hill Rd Hopkinton, NH 03229	.51				3.60						
2. 70200640000090449128	Beaux Woods Contractors LLC PO Box 31 Contoocook, NH 03229	.51				3.60						
3. 70200640000090449135	56 Maple St. LLC PO Box 31 Contoocook, NH 03229	.51				3.60						
4. 70200640000090449142	Maria Dolder, Hebert & Dolder 95 N. State St., Ste. 4 Concord, NH 03301	.51				3.60						
5. 70200640000090449159	Thomas G. Wright PO Box 658 Contoocook, NH 03229	.51				3.60						
6. 70200640000090449166	Robert T. Blank 116 Cedar St Contoocook, NH 03229	.51				3.60						
7. 70200640000090449173	Brian & Wanda Denoncour 98 Cedar St Contoocook, NH 03229	.51				3.60						
8. 70200640000090449180	Harold & Mary Ekstrom 73 Maple St Contoocook, NH 03229	.51				3.60						

Postmaster (Name of receiving employee)

Total Number of Pieces Listed by Sender: 8
 Total Number of Pieces Received at Post Office: 8

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, June 2011 (Page 1 of 2)



Name and Address of Sender
Town of Hopkinton
 330 Main Street
 Hopkinton, NH 03229
 Re: 03/16/2021

Check type of mail or service:
 Adult Signature Required
 Certified Mail
 COD
 Delivery Confirmation
 Express Mail
 Insured

Check type of mail or service:
 Adult Signature Restricted Delivery
 Recorded Delivery (International)
 Registered
 Return Receipt for Merchandise
 Signature Confirmation

Affix Stamp Here
 (If issued as a certificate of mailing or for additional copies of this bill) Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value Registered	Insured Value	Due Sender if COD	ASIR Fee	ASIRO Fee	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	7020064000090449197 Shawn_McCluskey 76 Maple St Contoocook, NH 03229	.51	3.60											
2.	7020064000090449203 Ann & Robt. Simms PO Box 539 Contoocook, NH 03229	.51	3.60											
3.	7020064000090449210 Joshua Smith 115 N. Main St Boscawen, NH 03303	.51	3.60											
4.	7020064000090449227 Mark Winzeler Rev. Trust 53 Maple St Hopkinton, NH 03229	.51	3.60											
5.	7020064000090449234 Julie Voisin/633 Maple, LLC 180 Stumpfield Rd Hopkinton, NH 03229	.51	3.60											
6.	7020064000090449241 Barton Trust/Benjamin Barton PO Box 154 New London, NH 03257	.51	3.60											
7.	7020064000090449258 Kaith Elenniken 71 Marble Head Rd Windham, NH 03087	.51	3.60											
8.	7020064000090449265 640 Maple Street, LLC 25 Samuel Dr Concord, NH 03301	.51	3.60											

Total Number of Pieces Listed by Sender: 8
 Total Number of Pieces Received at Post Office: 8
 Postmaster: For (Name of receiving employee)

PS Form 3877, June 2011 (Page 1 of 2)
 Complete by Typewriter, Ink, or Ball Point Pen
 See Privacy Act Statement on Reverse
 FEB 21 2011
 15498



Town of Hopkinton

330 Main Street • Hopkinton, New Hampshire 03229 • www.hopkinton-nh.gov
Tel. 603-746-3170 Fax: 603-746-3049

HOPKINTON ZONING BOARD OF ADJUSTMENT NOTICE OF DECISION NOVEMBER 27, 2018

Notice is hereby given that the Hopkinton Zoning Board of Adjustment met on **Tuesday, November 27, 2018, at 5:30 PM** in the Hopkinton Town Hall, 330 Main Street, Hopkinton, and made the following decision(s):

I. Applications.

#2018-9 Joseph Grogan Special Exception to operate an electrical business as a Home Business, located at 351 Park Avenue, owned by 351 Park Ave, LLC, in the R-1 district, shown on Tax Map 222 as Lot 70. The application was submitted in accordance with Zoning Ordinance Table of Uses 3.6.H.16.

Toni Gray, seconded by Charles Koontz, moved to **APPROVE** Application #2018-9 as presented. Motion carried unanimously in the affirmative (Eck, Gray, Koontz and Rinden). The Applicant successfully addressed all criteria to be granted a Special Exception as outlined in Section XV of the Zoning Ordinance.

- ✓ **#2018-10 56 Maple Street, LLC** Special Exception to convert the building at 56 Maple Street into a five (5) unit residential building. The property is owned by 56 Maple Street, LLC, in the VR-1 district, shown on Tax Map 102 as Lot 44. The application was submitted in accordance with Zoning Ordinance Table of Uses 3.6.A.3.

Jonathan Eck, seconded by Toni Gray, moved to **APPROVE** Application #2018-10 as presented. Motion carried unanimously in the affirmative (Eck, Gray, Koontz and Rinden). The Applicant successfully addressed all criteria to be granted a Special Exception as outlined in Section XV of the Zoning Ordinance.

II. Review of Minutes and Notices of Decisions.

Toni Gray, seconded by Charles Koontz, moved to **APPROVE** the Minutes of August 7, 2018 as presented. With four members voting, three voted in favor (Gray, Koontz and Rinden) and one voted in abstention (Eck).

Toni Gray, seconded by Daniel Rinden, moved to **APPROVE** the Notice of Decision of August 7, 2018 as presented. With four members voting, three voted in favor (Gray, Koontz and Rinden) and one voted in abstention (Eck).

Jonathan Eck, seconded by Toni Gray, moved to **APPROVE** the Minutes of September 5,

Subject to review and approval.



Town of Hopkinton

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

Tel: 603-746-3170

Fax: 603-746-3049

HOPKINTON PLANNING BOARD NOTICE OF DECISION DECEMBER 11, 2018

Notice is hereby given that the Hopkinton Planning Board met on Tuesday, December 11, 2018, at 6:30 PM in the Hopkinton Town Hall, 330 Main Street, Hopkinton, and made the following decision(s):

I. Review of the Minutes and Notice of Decision of November 13, 2018.

Celeste Hemingson, seconded by James Fredyma, motioned to **APPROVE** the Minutes of November 13, 2018, as presented. With six members voting, four voted in favor (Wilkey, Hemingson, Fredyma and Ellsworth) and two voted in abstention (Bradstreet and Dunlap). Motion carried in the affirmative.

Celeste Hemingson, seconded by James Fredyma, motioned to **APPROVE** the Notice of Decision of November 13, 2018, as presented. With six members voting, four voted in favor (Wilkey, Hemingson, Fredyma and Ellsworth) and two voted in abstention (Bradstreet and Dunlap). Motion carried in the affirmative.

II. Applications.

- ✓ **#2018-13 56 Maple Street, LLC** Lot Line Adjustment between properties located at 56 and 76 Maple Street, owned by 56 Maple Street, LLC and Shawn L. McClusky, in the VR-1 district, shown on Tax Map 102 as Lots 43 and 44.

Michael Wilkey, seconded by Celeste Hemingson, motioned to **ACCEPT** Application #2018-13 as complete and for consideration. Motion carried unanimously in the affirmative (Wilkey, Hemingson, Fredyma, Ellsworth, Bradstreet and Dunlap).

Michael Wilkey, seconded by Celeste Hemingson, motioned to **APPROVE** Application #2018-13 as presented. Motion carried unanimously in the affirmative (Wilkey, Hemingson, Fredyma, Ellsworth, Bradstreet and Dunlap).

- ✓ **#2018-14 56 Maple Street, LLC** Site plan to convert the building at 56 Maple Street into a five (5) unit residential building. The property is owned by 56 Maple Street, LLC, in the VR-1 district, shown on Tax Map 102 as Lot 44.

Subject to review and approval.

James Fredyma, seconded by Celeste Hemingson, motioned to **ACCEPT** Application #2018-14 as complete and for consideration. Motion carried unanimously in the affirmative (Wilkey, Hemingson, Fredyma, Ellsworth, Bradstreet and Dunlap).

Celeste Hemingson, seconded by Jane Bradstreet, motioned to **APPROVE** Application #2018-14 as presented. Motion carried unanimously in the affirmative (Wilkey, Hemingson, Fredyma, Ellsworth, Bradstreet and Dunlap).

Karen Robertson
Planning Director



Town of Hopkinton Planning Department

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

HOPKINTON ZONING BOARD OF ADJUSTMENT NOTICE OF DECISION FEBRUARY 2, 2021

Notice is hereby given that the Hopkinton Zoning Board of Adjustment met on Tuesday, February 2, 2021, at 5:30 PM via Zoom platform and made the following decisions:

I. Applications.

- ✓ **#2021-1 56 Maple Street, LLC** Equitable Waiver of Dimensional Requirements from Zoning Ordinance Section 4.2 for two (2) accessory garages constructed with less than the required front yard setback for the VR-1 district. The property is located at 56 Maple Street, Tax Map 102, Lot 44.

Seth Greenblott, seconded by Andrew Locke, moved to **APPROVE** Application #2021-1 as presented. Motion passed in the affirmative (Locke – yes, Lipoma – yes, Greenblott – yes, Scheinman – yes, and Rinden – yes).

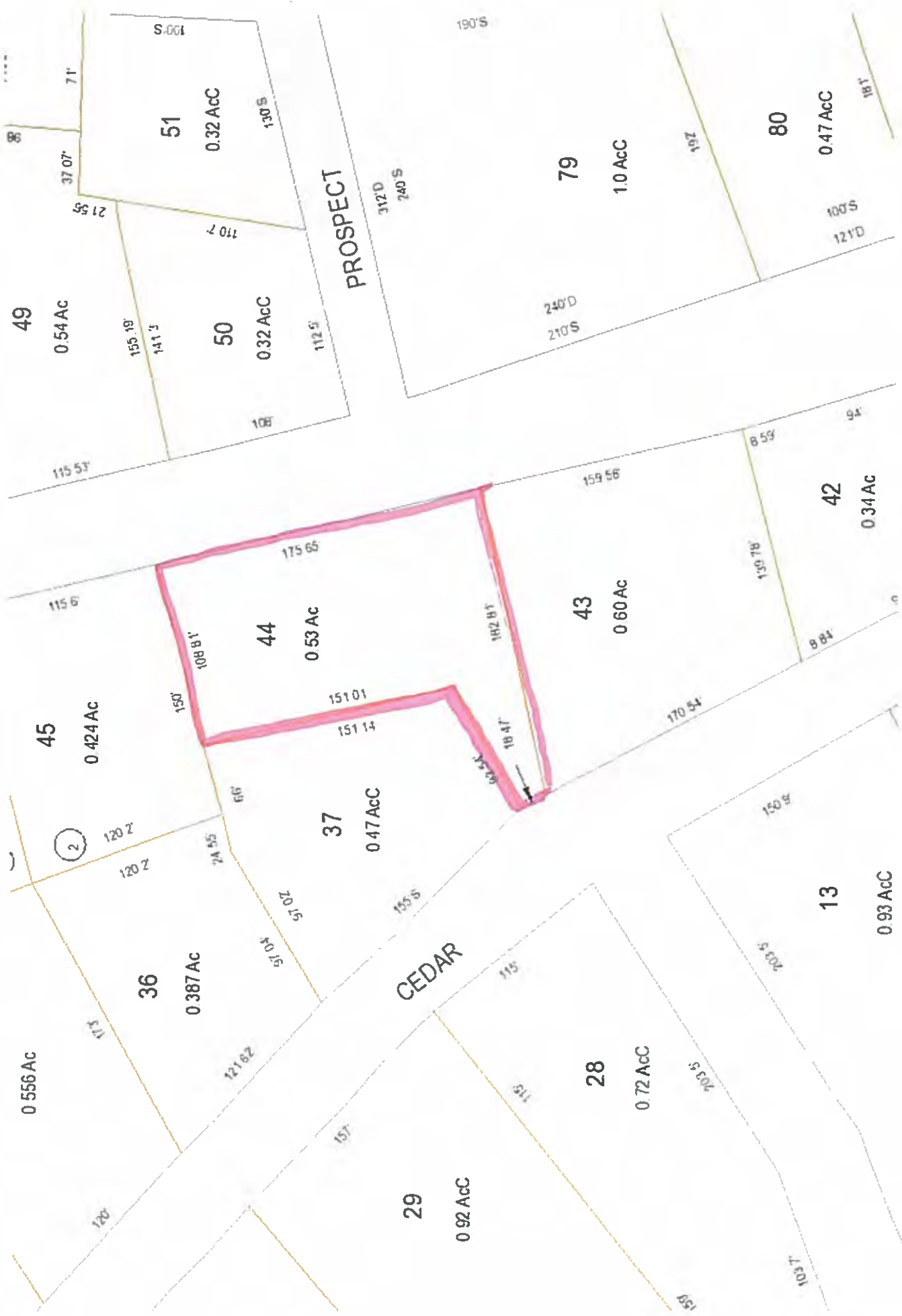
Reason for approval as follows:

- 1) The owner or owner's agent made a good faith error in measurement or calculation as before having the accessory garages constructed, the Applicant and his agents measured the setbacks.
- 2) The owner's surveyor discovered the violations while preparing a condominium site plan after the accessory garages had been constructed within the front yard setback.
- 3) The violation does not constitute a public or private nuisance, nor diminish surrounding property values, nor interfere with or adversely affect any present or permissible future use of the property. The garages are .6 feet and 1.8 feet less than the required front yard setback. In comparison, the residential building is pre-existing, grandfathered, that encroaches into the front setback considerably more than either of the accessory garages.
- 4) The cost to correct the violation would be inequitable compared to any public benefit in having one garage moved .6 feet, and the other moved by 1.8 feet.

II. Approval of Meeting Minutes and Notices of Decisions for August 4, October 6, October 13, November 18, and December 1, 2020.

Seth Greenblott, seconded by Andrew Locke, moved to **APPROVE** the Minutes of August 4, October 6, and November 18, 2020, as presented, and October 13 and December 1, 2020, with corrections. Motion carried unanimously in the affirmative (Locke - yes, Lipoma - yes, Greenblott - yes, Scheinman – yes, and Rinden - yes).

Subject to review and approval.



**DECLARATION OF CONDOMINIUM
FOR
56 MAPLE STREET CONDOMINIUMS**

This Declaration of Condominium (the "Declaration") is made this ____ day of _____, 2021 by 56 Maple Street, LLC with a mailing address of P.O. Box 31, Hopkinton, NH (the "Declarant") for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B (hereinafter sometimes called the "Act").

BACKGROUND

This Declaration is based on the following understandings and intentions of the Declarant:

A. The Declarant owns a certain tract of land with the buildings thereon, located at 56 Maple Street, Hopkinton, New Hampshire, said land having been granted to the Declarant by deeds recorded in the Merrimack County Registry of Deeds at Book 3587, Page 2647 and Book 3669, Page 2609 as to which the Declarant intends to create a condominium known as 56 Maple Street Condominiums (hereinafter called the "Condominium"); and

B. The Declarant intends to sell and convey an undivided interest in the Condominium, granting to each grantee the exclusive right to occupy a condominium unit, together with the use of common areas and rights herein defined, but subject to certain restrictions, covenants, conditions, equitable servitudes, and charges which the Declarant desires to impose thereon.

TERMS OF DECLARATION

The Declarant hereby declares that all of the premises described in Exhibit A attached hereto, including all of the improvements located thereon, and all easements, rights and appurtenances belonging thereto are hereby 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 conversion of said premises into condominium units. 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 condominium units in favor of each and all other condominium units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said condominium units, including the Declarant, and its grantees, heirs, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including the Declarant, and its grantees, heirs, successors, and assigns.

ARTICLE 1. DEFINITIONS

- 1-100 Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto and are made a part hereof, are defined and shall have the meaning as follows, unless the context clearly indicates a different meaning therefor:
- 1-101 "Act" means the New Hampshire Condominium Act (RSA Chapter 356-B), as amended from time to time.
- 1-102 "Assessment" means that portion of the cost of maintaining, repairing, and managing the property which is to be paid by each Unit Owner.
- 1-103 "Association" means the Unit Owners acting as a group in accordance with the Act, the Declaration and the By-Laws, and known as the 56 Maple Street Condominiums Owners Association.
- 1-104 "Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, the Articles of Agreement, or By-Laws of the Association as the governing body of said Association.
- 1-105 "Building" means the building on the land described at Exhibit A, as more particularly described in Article 2-200 of this Declaration.
- 1-106 "By-Laws" means the instrument attached hereto and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.

- 1-107 “Common Area” means all that portion of the Condominium other than the units, and is more particularly described in Article 2-500 hereof. Common Area includes any Limited Common Area.
- 1-108 “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, including those made to maintain or repair the Common Areas, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments.
- 1-109 “Common Profits” means all income collected or accrued by or on behalf of the Association, other than income derived from special assessments against individual units as provided for in this Declaration.
- 1-110 “Condominium Instruments” means this Declaration (and the Exhibits annexed hereto), together with the Floor Plans and Site Plan (each as defined below). Said Exhibits to this Declaration are as follows:
- Exhibit A - A legal description of the real property subjected to this Declaration (the “Submitted Land”)
- Exhibit C - By-Laws of the 56 Maple Street Condominiums Owners Association.
- 1-111 “Condominium Unit” or “Unit” means a unit together with an interest in the Common Area appertaining to that unit.
- 1-112 “56 Maple Street Condominiums” or “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, all easements, rights and restrictions and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the Declaration of Condominium and the provisions of the Act.
- 1-113 “Declarant” means 56 Maple Street, LLC with an address of P.O. Box 31, Hopkinton, NH.
- 1-114 “Declaration” means this instrument.
- 1-115 “Eligible Mortgage Holder” means the holder of a first mortgage on a unit who has requested notice of or must be provided notice of certain matters from the Association in accordance with the By-Laws.

- 1-116 “Floor Plans” means the floor plans entitled “Condominium Subdivision Plan Prepared for: Beaux Woods Contractors LLC, John Wuellenweber, 56 Maple Street” prepared by Higginson Land Services dated February 10, 2021, and recorded in the Merrimack County Registry of Deeds as Plan # _____.
- 1-117 “Institutional Lender” means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities, or any other lender appointed by the Declarant.
- 1-118 “Limited Common Area” means a portion of the Common Area reserved for the exclusive use of a specific unit, as more fully defined in Article 2-400.
- 1-119 “Plans” means the Floor Plans (as defined above) and the Site Plan (as defined below).
- 1-120 “Site Plan” means the site plan entitled “Condominium Subdivision Plan Prepared for: Beaux Woods Contractors LLC, John Wuellenweber, 56 Maple Street” prepared by Higginson Land Services dated February 10, 2021, and recorded in the Merrimack County Registry of Deeds as Plan # _____.
- 1-121 “Submitted Land” means the land submitted to the Act by this Declaration, as described in **Exhibit A**.
- 1-122 “Unit Owner” or “Owner” means one or more persons who own a condominium unit, including the Declarant with respect to any condominium unit not yet conveyed.

**ARTICLE 2. DESCRIPTIONS, VALUE,
STATEMENT OF PURPOSES, SERVICE OF PROCESS**

- 2-100 **Description of Land.** A legal description of the Submitted Land on which the buildings and other improvements in the Condominium are located or are to be located is contained in Exhibit A attached hereto and made a part hereof.
- 2-200 **Description of Buildings.** The Condominium includes one (1) residential two story building with a basement containing five (5) residential units known as Units A, B, C, D, and E. There are two detached garage structures located in the Condominium.

2-300

Description of Units. There are five (5) residential units in the Condominium. All units are depicted on the Floor Plans, and include the exclusive right to use those respective Limited Common Areas depicted on the Plans designed as appurtenant to each unit, subject to the terms of this Declaration and the Condominium Instruments.

2-301

Unit Boundaries

(a) The Plans show the location and dimensions of the Units, Common Areas, and Limited Common Areas comprising the Property.

(b) Horizontal Boundaries:

(i) Floor: the unfinished top surface of the subfloor of the lowermost floor. The Unit includes any finished floor coverings, including tile and hardwood floor.

(ii) Ceiling: the unfinished interior surface of the uppermost ceiling (in this case, the interior surface of the uppermost ceiling on the first, second and third floor of the building).

(c) Vertical Boundaries (all units):

(i) Perimeter Walls: the unfinished interior surface thereof.

(ii) Doors and Door Frames: as to entrance doors, the exterior surface of any glass; and as to door frames, the unfinished interior surface thereof.

(iii) Windows and Window Frames: as to windows, the exterior surface of the glass; and as to window frames, the unfinished interior surface thereof.

(d) Each Unit shall include all improvements located within its boundaries as described herein and the space enclosed by said boundaries (including interior partitions and floor/ceiling assemblies), except any Common Area which may be located therein.

(e) The five (5) units are designated as follows:

Unit A
Unit C
Unit E

Unit B
Unit D

2-302 The Owner of a Unit shall be deemed not to own any public utility lines nor any pipes, wires, cables, conduits, meters, pumps, valves, switches, or other electrical or mechanical structures, connections, or equipment, located within the boundaries of or running through said Unit and that are utilized for or serve more than one Unit or serve any portion of the Common Area, which items, to the extent they are not owned by a third party or public utility, are part of the Common Area.

2-400 Limited Common Area - General. The Condominium includes those Limited Common Areas shown on the Plans, subject to the provisions of this Declaration, as well as those improvements described and defined in this Declaration.

2-401 Utility Systems. It is understood that each of the Units is served by separate utility systems as follows:

The Building is served by a separate sewer line. The sewer line is considered Common Area from its point of entry into the Condominium, through the Building in the Condominium until it splits into a line solely serving a single unit. The Building is served by a separate water line. The water lines and water meters are considered Common Area from their point of entry into the Condominium, through the Building in the Condominium until they split into a line solely serving a single unit. Each Condominium unit is served by its own mini-split. The mini-split shall be considered Limited Common Area to the extent that the unit serves a single unit. Charges for sewer and water use in the Condominium shall be considered a Common Expense, paid for by the Association, and shall be included in the annual budget developed by the Association.

2-402 Limited Common Areas and Common Areas. Such utility systems are classified as follows:

(i) to the extent (but only to the extent) that any portion of the utility systems is designated as common area in Section 2-401 or Section 2-503 of this Declaration (i.e., the common water supply line into the Building, the water meter, the common electrical, cable and waste/sewer line, common heating piping and hot water heating systems), such portion is Common Area (and therefore to be maintained by the Association as an item of common expense, as provided in greater detail elsewhere in this Declaration),

(ii) those portions of the utility systems exclusively serving a Unit which are within the boundaries of such Unit are included in the definition of the Unit, and those portions of the utility systems (including but not limited to electrical wiring/panels/subpanels, water supply/lines, cable/phone lines, waste/sewer lines) which are not within a Unit but exclusively serve a Unit shall be Limited Common Area appurtenant to such Unit.

2-403 Easements. To the extent that the portions of any utility system are thus designated as Limited Common Area, the Unit Owner of the Unit served by such systems (or components) is solely responsible for the maintenance, repair and replacement of such systems (or components). It is the intent of this Section that, except for those limited portions of the utility systems common to all Units, each Unit Owner shall be responsible for the repair and maintenance of the utility systems serving such Unit. To the extent that a utility service line or any appurtenances to that line, is located within a Unit that serves more than a single Unit, the Unit shall be subject to an easement for the benefit of the Association and each respective Owner of the Unit served by such system(s), for the maintenance, repair and replacement of such line or appurtenances as a common expense.

2-404 Assigned Parking in Garages. The parking spaces within the two detached garages are considered the respective Limited Common Area of each Unit to which such spaces are assigned or as are otherwise shown on the Plans.

2-500 Description of Common Area. The Common Area includes, but not by way of limitation:

2-501 The land on which the building containing the units is located and the walks (unless otherwise noted on the Plans), hallways, stairways, outside patio area, grass, shrubbery, and other plantings, and other land and interests in land included in the description in Exhibit A.

2-502 The basement; the foundations, columns, girders, beams, joists, and supports, and roof of the building; the perimeter walls and door frames around each unit to the unfinished or undecorated interior surfaces thereof and other walls which are not within a unit; the perimeter doors and windows to the unfinished or undecorated interior surfaces thereof and other doors and walls which are not within a unit.

- 2-503 The utility systems from the first point that such systems enter the property of the Condominium until such lines split into separate services serving only one Unit. The heating/piping and the hot water heaters.
- 2-504 The yards, landscape beds, outdoor lights and lamp posts, any common storage area; and any stairs, porches, patio area, walks, and entryways which are not within or appurtenant to a Unit.
- 2-505 Any additional parking provided on the property, except for the individual parking spaces as shown on the Plans within the detached garage structures, which shall be Limited Common Area appurtenant to the Units as designated on the Plans. Notwithstanding the foregoing, the Association is responsible for the maintenance and repair of any additional parking lot and the detached garages, and any such related expense is a common expense.
- 2-506 All other parts of the Condominium including the mail receptacle, and all personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety, or normally in use, unless otherwise set forth herein.
- 2-507 It is understood that, in accordance with the Act, the Common Areas includes areas/items which are designated in the Plans or this Declaration as Limited Common Area. As set forth in more detail elsewhere in this Declaration, to the extent that the Common Areas include Limited Common Area, unless otherwise provided for in this Declaration, the responsibility for maintaining and repairing such Limited Common Area (as well as all Common Area) is intended to be a responsibility of the Association, and such expense a common expense. It is understood that in a number of instances, this Declaration designates the responsibility for certain items of Limited Common Area to the owners of the Unit to which such certain Limited Common Areas are appurtenant, such as the maintenance and repair of those portions of the utility systems solely serving a Unit, and the storage areas designated to a specific Unit.
- 2-600 Unit Values; Undivided Interest in Common Area; Voting. Each condominium unit in the Condominium shall have an undivided 1/5 interest in the Common Area, furnishings and facilities, as listed on Exhibit B attached hereto. There shall appertain to each condominium unit in the Condominium for voting purposes in connection with meetings of the Association, one (1) vote per Unit. Where a particular condominium

unit is owned by more than one person, the owners thereof may not divide the vote appertaining to that unit. The voting rights of condominium Unit Owners shall be as set forth in the By-laws.

2-700 Statement of the Purposes of Condominium Use and Restrictions As To Use. The Units are intended for residential use. The following provisions, together with the provisions of the By-Laws, are in furtherance of these purposes:

2-701 Each of the Units shall be occupied and used primarily for private, residential purposes by the owner and his family, or by lessees or guests of the owner. No unit shall be occupied by more persons than it is reasonably designed to accommodate. This restriction shall not be construed to prohibit owners from leasing or renting their Units so long as the lessees thereof occupy and use them in accordance with the provisions of this Declaration. Nothing herein shall be construed to prohibit the leasing or rental of any Unit owned by the Declarant.

2-702 The Common Area shall not be used in a manner which is inconsistent with the 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 any one causing such damage shall pay the expense incurred by the Board in repairing the same; and nothing shall be stored in the Common Area without the prior written consent of the Board. Owners may, at their expense, install additional wiring and heat/water/gas piping through the basement and exterior wall Common Area in connection with any permitted renovations/improvements to their Unit, with the consent of the Board of Directors of the Association, which shall not be unreasonably withheld.

2-703 Each Unit shall have an easement in common with all other Units for ingress and egress through, and the use and enjoyment of, all Common Areas, so long as such use is in accordance with this Declaration and By-Laws. This easement shall be perpetual and appurtenant to each Unit.

2-704 No noxious or offensive use, or excessive noise, shall be made of or in 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 Board.

2-705 No animals (other than customary domestic pets), livestock, or poultry shall be kept anywhere within the Condominium. All dogs shall be registered with the Condominium Association and shall be leashed at all times when in Common Areas. The owners of the same shall remove any waste left by any dog in the Common Areas. Failure to remove waste left by any dog in the Common Area shall result in the following: a warning for the first offense, a fine of \$100.00 for the second offense and a fine of \$200.00 for the third offense and any offense thereafter. The Condominium Association shall treat any unpaid fine under this Section as it would any other Common Expense owed or assessed herein.

2-706 No trailers, campers, recreational vehicles (RVs) or unregistered motor vehicles are allowed anywhere within the Condominium. No Owner shall be allowed to wash any vehicle within the Condominium.

2-707 No satellite dishes are allowed anywhere within the Condominium.

2-708 The Declarant shall be deemed to be the owner of any Units not sold by the Declarant, unless and until the Declarant sells, transfers or conveys a Unit to a party other than an entity owned in whole or in part by the Declarant or any of its members.

2-709 None of the rights and obligations of the Owners created herein or in any deed conveying a Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments 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 the settling or shifting of any land or improvement. 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 if said encroachment occurred due to the willful and intentional misconduct of said Owner or their agents or employees.

2-800 Person to Receive Service of Process. Any member of the Board of Directors who is in residence at the Condominium shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Association. For the purposes of this

paragraph, the place of business of the Board shall be considered to be 56 Maple Street, Hopkinton, New Hampshire, until such time as the Board may designate a different address. Service of any lawful process in any proceeding arising under the Act against the Declarant or its agents shall be made upon John Wuellenweber, as registered agent of the Declarant, at the address for the Declarant, set forth above.

ARTICLE 3. INSURANCE

- 3-100 Insurance to be Obtained. The Board of Directors shall obtain and maintain, or shall cause to be covered under policies obtained by the Association, insurance covering the Condominium and all insurable improvements therein, of the types and the amounts hereafter set forth, for the benefit of the Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against the Owners as a Common Expense. The named insured shall be the Association, individually, and as agent for the Owners and their Institutional Lenders.
- 3-101 Fire Insurance with Extended Coverage, Vandalism and Malicious Mischief Endorsements, insuring the building in the Condominium, including without limitation, all such portions of the interior of such building as are, for insurance purposes, normally deemed to constitute part of that building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures, and heating and lighting fixtures, and the common furnishings, such insurance being in an amount at least equal to the full replacement value of the building and to be payable to the Board as agents for the Owners and their mortgagees as their respective interests may appear.
- 3-102 Public Liability Insurance shall be maintained in such amounts as the Board 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 and Property Damage per occurrence, insuring the Association, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium and all Owners and other persons entitled to occupy a Unit or other portion of the Condominium and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within an Owner's Unit or

within the Limited Common Area over which the Owner has exclusive use.

3-103 Fidelity insurance coverage for any officer, agent or employee of the Association who either handles or is responsible for funds that the Association holds or administers, with coverage equal to the maximum funds that will be so entrusted, in any event not less than one year of assessments on all Units. A managing agent that handles funds for the Association must provide its own fidelity insurance policy with the coverage described herein.

3-104 Such other insurance as the Board may determine or as may be required by law.

3-200 General Insurance Provisions. The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for above, and shall periodically review with the insurer or insurance agent, the coverage under said policies, and make any necessary changes in such policies.

3-201 The Board shall see that all policies of physical damage insurance provided for above, shall contain waivers of subrogation by the insurer as to claims against the Declarant, the Association, its employees, members of the Board, owners, and members of the family of any Owner who reside with said Owner, except in cases of arson or fraud. All policies:

- (a) 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;
- (b) Shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium;
- (c) 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;
- (d) Shall exclude policies obtained by Owners from consideration under any "no other insurance" clause;

- (e) Shall provide that until the expiration of thirty (30) 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 or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees or household members, nor cancelled for non-payment of premiums;
- (f) Shall contain a "loss payable" clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and
- (g) Shall contain the standard mortgage clause naming the mortgagees of the Units.

3-300 Individual Policies. Any Owner and any mortgagee may obtain at his or its own expense additional insurance (including a Unit Owner's endorsement) for improvements and betterments to a Unit made or acquired at the expense of the Owner. Such insurance should contain the same waiver of subrogation provision as that set forth above. It is recommended that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a Tenant's "Homeowners Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.

3-301 Each Owner may obtain additional insurance for that Owner's benefit and at that Owner's expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Article 3-100 above, and each Owner hereby assigns to the Board 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 Owners), shall be filed with the Association.

3-302 Each Owner should obtain insurance for that Owner's benefit and at that Owner's expense, insuring all personal property not commonly held presently or hereafter located in the Owner's Unit or Limited Common Area. The insurance purchased by the Board of Directors will not insure any Owner's personal property.

3-303 Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to the

Owner's Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section 3-100 hereof, of any such improvements.

3-304 Each Owner should obtain liability insurance with respect to the owner's ownership and/or use of the Unit.

3-400 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 casualty policy shall be used to repair, replace or restore the structure or Common Area damaged, unless the Owners vote to terminate the Condominium, as set forth below. The Board of Directors is hereby irrevocably appointed the agent for each Owner, for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims; provided, however, that proceeds of insurance shall be payable and paid to the Board (or to a national or State of New Hampshire chartered banking institutions, if required by mortgage holders), as trustee for the benefit of the Unit Owners' Association, the Unit Owners or any mortgagees as their interests may appear.

ARTICLE 4. NATURE OF CONDOMINIUM OWNERSHIP AND POSSESSION.

4-100 Subject to the provisions of this Declaration, each Owner shall have the exclusive right to occupy the Unit during the Owner's ownership and to use and enjoy the Limited Common Area appurtenant to said Unit.

4-200 Each Owner shall be a member of the Association, and be subject to all rights and duties appertaining to Owners under this Declaration and the By-Laws.

4-300 Each Owner shall be deemed to have a proportionate interest in the Common Area, as described on Exhibit B herein. 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. Subject to the provisions of this Declaration, an Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as the Owner 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, if any, adopted pursuant to said provisions.

4-400 Subject to the provisions of this Declaration, an Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to that Owner's Unit. 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.

ARTICLE 5. MAINTENANCE AND REPAIRS.

5-100 Owner's Obligation to Repair and Maintain. Each Owner shall, at that Owner's expense, (a) keep the Unit and its equipment and appurtenances in good order, condition and repair, and (b) to the extent that the responsibility for the maintenance of any Limited Common Area has been assigned to a particular Owner (e.g., maintenance/repair of utility systems to the extent they constitute Limited Common Area), such Owner shall keep such Limited Common Area 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, cleaning, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater and heating equipment, furnace, appliances, lighting fixtures and doors exclusively serving the Unit, window and door glass, and other property, which are not Common Area and which are located in a Unit or in Limited Common Area appurtenant to such Unit, or which otherwise exclusively serve that Owner's Unit. An Owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within a Unit. An Owner shall, at that Owner's expense, keep the Limited Common Area appurtenant to the Owner's Unit in a neat and orderly condition, and shall make all repairs of damage caused or permitted by that Owner, reasonable wear and tear excepted. 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 the Owner by the Board, the Board 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 of an aggregate cost in excess of \$1000 in the Unit or the Limited Common Area appurtenant to the Unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate Public Liability and Worker's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules and regulations.

5-200 Association's Obligation to Maintain. Except as otherwise provided, the Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse, abuse or

neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case the expense shall be charged to such Owner) of all of the Common Area and Limited Common Area, whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense. Maintenance of Limited Common Area shall not include the keeping of said area in a neat and orderly condition as provided in Section 5-100, nor to maintain it on a day-to-day basis, which is the obligation of each Owner. The Association's obligations with respect to repair or replacement are covered in other sections of this Declaration or within the By-Laws.

ARTICLE 6. CHANGES BY OWNER.

6-100

Prohibition. No Owner shall, without first obtaining the prior written approval of the Association, and without first agreeing to pay for all costs of engineering analysis associated therewith:

- (a) Make or permit to be made any structural alteration, improvement, or addition in or to a Unit or in or to any other part of the Condominium.
- (b) Tamper with any wall or partition, whether bearing or non-bearing, or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Condominium.
- (c) Impair any easement or right or personal property which is a part of the Condominium.
- (d) Paint or decorate any portion of the exterior of any building or any other structure in the Condominium or any Limited Common Area or Common Area therein.

6-200

Alterations Within Units. Subject to the notification requirement of Article 3-303, an Owner may make alterations, additions and improvements within a Unit which do not violate Article 6-100 hereof, provided, however, that no such alteration, addition or improvement may affect the structural elements or integrity of any structure without the prior written consent by the Board.

ARTICLE 7. ENTRY FOR REPAIRS.

7-100 By the Association. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, (i) 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 Board is responsible; (ii) to enter any 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 Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of an Owner, in which case the negligent Owner shall bear the expense of such repairs.

7-200 Unit Owners. Each Owner shall have, in common with the other Owners, the irrevocable right, to be reasonably exercised by such Owner or the Owner's agents and subject to such reasonable limitations or controls thereon as may be approved by the Association to enter any Unit or Limited Common Area for the purpose of maintaining or making repairs to utility systems which are located in the Common Area that are accessible only through, or are more conveniently or practically accessible through, such Unit. Such entry shall be made with as little inconvenience to the affected Owner as practicable, and any damage caused thereby or expenses in connection therewith shall, be repaired or satisfied by the Owner exercising such right.

ARTICLE 8. BY-LAWS.

8-100 The By-Laws shall be as set forth in Exhibit C attached hereto. Except as otherwise provided in the Act or the By-Laws, the By-Laws may be amended at any meeting of the Association by the vote of all of the Owners, cast in accordance with the provisions hereof, provided a copy of the proposed amendment has been included in the written notice of the meeting as provided in RSA 356-B:37. Any amendment shall be effective upon recording in the Registry of Deeds.

ARTICLE 9. MANAGEMENT, FEES AND ASSESSMENTS.

9-100 Management. Management of the Condominium, including maintenance and repair of the Common Areas, and administration of the affairs of the Owners with respect to the use of the Condominium, occupancy of the units, and payment of the expenses and costs enumerated in this Declaration shall be under the direction and control of the Association. The Association is expressly authorized to do any or all of the following: (a) to repair, maintain, re-paint, or remodel the building or the exterior of the Units or any parts thereof; to establish reserves for anticipated costs; to

acquire and pay for materials, supplies, labor or services which the Association deems necessary or proper for the maintenance and operation of the Condominium; (b) To pay any assessments, costs, or charges affecting the Condominium; (c) To adopt, from time to time, and enforce reasonable rules relating to the possession, use and enjoyment of Units by the Owners; (d) To obtain and pay the costs of legal and accounting services necessary or proper in the maintenance and operation of the Condominium and the enforcement of the Declaration; (e) To obtain and pay the costs of all insurance policies provided for in Article 3 of this Declaration; (f) To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the Condominium, and preserve and protect the Condominium in the event of any emergency; (g) To collect, either in advance of disbursement or following disbursement if the Association advances sums in payment of any of the foregoing, each Owner's share of the aforesaid costs and any other amounts properly expended by the Association; to estimate any such expenditure in advance, and to bill the Owners accordingly; and to take proper steps to enforce any Owner's obligations hereunder.

9-200

Condominium Fees; Association Reserves. It is understood that the Association shall assess each of the Unit Owners on a monthly basis in an amount necessary to, among other things, cover the Common Expenses of the Condominium, including amounts to pay insurance premiums as they come due, pay for the cost of landscaping, pay for repair and maintenance required to be undertaken by the Association, and to establish reasonable reserves for the future capital expenses. It shall be the discretion of the Board, exercised in accordance with the Bylaws to determine the appropriate monthly condominium fee to be assessed to each of the Unit Owners. In the event that any Common Expense or portion thereof is the result of the neglect, misuse, abuse or negligence of any Owner, such excessive Common Expense or excessive portion thereof, shall be the responsibility of the Owner responsible for such excessive charges.

9-300

Individual Unit Expenses. Each Owner shall pay: (a) Any taxes and assessments billed by the taxing or assessing authority to that Owner's Unit or otherwise attributed or attributable to said Unit. (b) The cost of electrical, telephone, cable television, and other utility systems used in such Unit. (c) The cost to repair any damage to the Common Area caused by the Owner, the Owner's guests and/or tenants, and the cost to satisfy any expense to any of the other Owners due to any intentional or negligent act or omission of such Owner, the Owner's family, guests, invitees, tenants or lessees, or resulting from a breach of any provisions of this Declaration. (d) A proportionate share, based upon the respective percentage interests in the Condominium which are described on Exhibit B attached hereto, with all other Units, of the following costs and expenses

(including such thereof as may be included in any assessment by the Association or charged in relation to the Common Area): (1) Insurance premiums; (2) Cost of ordinary repair and maintenance of the building; (3) Common Area services including plowing, shoveling, mowing, grounds and driveway and walkway maintenance and repair; and (4) Amounts necessary to establish proper reserves for the foregoing items; and (5) Other costs and expenses elsewhere herein provided to be paid.

9-400 Method of Payment. Subject to the provisions of Article 6 of the By-Laws, assessments and payment of Common Expenses shall be made in the following manner. All payments by Owners shall be made through the Association. The Association may, in its discretion, advance sums required to pay the obligations of an Owner or incur obligations within the Association's authority, notwithstanding the failure of an Owner to provide funds therefor. The Association shall, in accordance with the By-Laws, estimate such amounts as are to be paid by each Owner in advance and provide procedures for the payment thereof in monthly installments, and the Association may require additional or supplemental payments or amounts properly payable by the Owners in addition to any such estimated payments. Each Owner shall pay to the Association, within ten (10) days after receipt of a statement therefor, the amount of any costs payable by the Owner hereunder, including estimated costs and amounts required to establish and maintain reserves authorized hereunder.

9-401 Initial Assessment. Assessments shall commence after acquisition of a Unit by an Owner.

9-500 Lien for Assessments. Each Owner shall pay all Common Expenses assessed against that Owner, all expenses for which the Owner is liable under Article 5, Article 7 and Article 9 hereof, and all other assessments made against that Owner by the Board in accordance with the terms of the Declaration and By-Laws, and all expenses so incurred and sums so assessed but unpaid including interest, costs and reasonable attorneys' fees, shall be secured by a lien on an Owner's Unit as provided in RSA 356-B:46. This lien shall be subordinate to sums unpaid on any first mortgage securing an institution and lender which encumbers that Unit. Each assessment against a Unit shall be the personal obligation of the Owner at the time the assessment became due. No Owner shall convey, mortgage, sell or lease a Unit unless and until the Owner shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against said Unit which are due and unpaid. Any Owner or purchaser of a Unit, having executed a contract for the disposition of said 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 Unit. The

Statement shall be binding on the Association, the Board of Directors, and every Owner. Except as hereinafter provided, the lien provided for by this Article and RSA 356-B:46 shall not be affected by any sale or transfer of the Unit. A purchaser of a Unit shall be liable for the payment of any such expenses or assessments against said Unit incurred prior to its acquisition which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are then due, without prejudice to the purchaser's right to recourse to the selling Owner for the amounts paid by the purchaser therefor. The lien for assessments is in addition to any and all other remedies by statute, at law or in equity that the Association may seek to ensure collection of Common Expenses.

- 9-600 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.
- 9-700 Buyers of Units are advised to review the By-Laws of the Condominium, which establish obligations on the part of the Buyer to provide deposits to the working capital fund and repair reserve fund upon acquisition of a Unit.
- 9-800 The Association shall have all other rights and remedies permitted at law, in equity, by statute (including RSA 356-B:46-a), or under the Declaration and By-Laws to collect unpaid Common Expenses.

ARTICLE 10. AMENDMENT OF CONDOMINIUM INSTRUMENTS

- 10-100 Amendment Prior to Conveyance of a Unit. Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by the Declarant.
- 10-200 Amendment After Conveyance of a Unit. Subsequent to the conveyance of a Unit of an Owner other than the Declarant, the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by two thirds of the Unit Owners, except where a higher percentage is required by law.
- 10-201 Subsequent to the conveyance of a Unit to an Owner other than Declarant, the prior written approval of the first mortgagees of all of the Units shall be required in order to adopt any amendment to any or all of the Condominium Instruments which amendment would have the effect of altering: (1) The voting rights of the Owners in the Association; (2) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens; (3) The requirement of Association reserves for replacement,

maintenance and repair of Common Area; (4) The terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Area or the Limited Common Area; (5) The terms of the Condominium Instruments relating to the reallocation of interests in the Common Areas, Limited Common Areas, or rights to the use thereof; (6) The terms of the Condominium Instruments relating to the boundaries of any Unit; (7) The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association; (8) The terms of the Condominium Instruments stating which Units and under what conditions Units may be leased; (9) The terms of the Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer a Unit; (10) Any term of the Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors; (11) The terms of the Condominium Instruments providing for the restoration or repair of the project after a hazard, damage or partial condemnation; or (12) Any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

- 10-300 Recording Required. No amendment to the Condominium Instruments shall become effective until an instrument setting forth such amendment in full shall be recorded at the Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall (i) be signed by Owners holding the requisite voting power for its adoption, or (ii) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such an instrument, when executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 11. TERMINATION OF CONDOMINIUM

- 11-100 Termination Prior to Conveyance of a Unit. Prior to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated at any time by an instrument in writing signed by the Declarant.
- 11-200 Termination After Conveyance of a Unit. The following procedures apply

to termination of the Condominium following conveyance of a unit to an Owner other than the Declarant:

- 11-201 **Required Vote.** Subsequent to the conveyance of a Unit to an Owner other than the Declarant, the Condominium may be terminated only by an instrument in writing approved and agreed to by the required number of Owners of Units, as set forth in the Condominium Statute.
- 11-202 **Consent of Mortgagees.** If the Unit Owners shall vote to terminate the Condominium for reasons other than substantial destruction or condemnation of the Condominium, then such vote shall not become effective unless and until the first mortgagees of all of the Units agree thereto.
- 11-203 **Effect of Termination.** If the Association shall vote to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in the Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and that Owner's respective heirs, successors and assigns shall have an exclusive right of occupancy of that portion of the Condominium property which formerly constituted that Owner's Unit or Limited Common Area appertaining to said Unit.
- 11-300 **Recording Required.** No termination of the Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either be signed by (i) Owners holding the requisite voting power for its adoption or (ii) the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 12. EMINENT DOMAIN

- 12-100 The provisions of Act shall control in the event of the condemnation of all or any part of the Condominium.

ARTICLE 13. WAIVER

13-100 The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the By-Laws 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 Board of payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 14. LIABILITY OF THE BOARD

14-100 The members of the Board shall not be liable to the 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 Owners shall indemnify and hold harmless each of the members of the Board against all liability, including attorneys' fees, to others incurred or imposed upon or in connection with any proceeding to which such a member may be a party or in which that member may become involved, by reason of being or having been a director or officer of the Association, and any liability arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws.

ARTICLE 15. ENFORCEMENT

15-100 Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and any Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and any Condominium Residency Regulations. In any legal proceeding to enforce compliance with the foregoing, the prevailing party shall be entitled to costs and reasonable attorneys' fees. All sums payable hereunder to the Association shall bear interest at eighteen percent (18%) per annum from the due date, or if advanced or incurred by the Association and provided herein to be repaid, from ten (10) days after repayment is requested. The aforesaid remedies shall be cumulative and in addition to all other remedies which may be available at law or in equity. No breach of any provision hereof by an

Owner or failure of an Owner to comply with any provision hereof shall permit or empower any other Owner to terminate any such provisions or excuse such breach or failure.

ARTICLE 16. PROTECTION OF FIRST MORTGAGEES

- 16-100 Notwithstanding any other provision of this Declaration, the By-Laws or any Residency Regulations, unless all of the Eligible Mortgage Holders holding first mortgages on the Units have given their prior written approval after having received timely written notice of any proposed action, the Association and Board of Directors shall not be entitled to:
- 16-101 By act or omission seek to abandon or terminate the Condominium.
 - 16-102 Change the pro-rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) for determining the pro rata share of each Unit in the Common Area;
 - 16-103 By act or omission seek to abandon, partition, subdivide, encumber, sell, transfer or assign the Common Area (excepting the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium, which shall not be subject to this restriction);
 - 16-104 Use hazard insurance proceeds for losses to the Condominium, including units or Common Area, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.
- 16-200 No provisions of this Declaration, the By-Laws or any Residency Regulations shall be construed to grant to any of the Owners, or to any other party, any priority over the rights of Eligible Mortgage Holders of the Units, as they apply to the distribution of insurance proceeds or condemnation awards for losses to, or a taking of Units and/or Common Area or any portions thereof.
- 16-300 Notwithstanding anything to the contrary in this Declaration, the By-Laws or the Residency Regulations, the following further provisions shall apply for the benefit of and be enforceable by Eligible Mortgage Holders:
- 16-301 In the event that the Owners amend this Declaration to include any

right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of an Eligible Mortgage Holder to: (a) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage, (b) accept a deed or assignment in lieu of foreclosure in the event of a default by a mortgagor, or (c) sell or lease a Unit acquired by an Eligible Mortgage Holder through procedures described, above.

- 16-302 Any party who takes title to a Unit through a foreclosure sale duly conducted by an Eligible Mortgage Holder shall be exempt from any such right of first refusal adopted by the Owners and incorporated into this Declaration.
- 16-303 Any Eligible Mortgage Holder who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for the unpaid Common Expenses or assessments, or dues which accrued prior to the acquisition of title to the Unit by the Eligible Mortgage Holder.
- 16-304 Any and all Common Expenses, assessments or charges that may be levied in connection with the unpaid expenses or assessments shall be subordinate to the rights of any Eligible Mortgage Holder pursuant to its mortgage on any Unit, to the extent permitted by applicable law.
- 16-305 A lien for Common Expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.
- 16-306 To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a first mortgage on a Unit shall relate only to the Units affected by such claims, and not to the Condominium as a whole.
- 16-307 An Eligible Mortgage Holder, upon request to the Board of Directors, will be entitled to:

- Written notification from the Board of Directors of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Declaration which is not cured within sixty (60) days;
- Inspect the books and records of the Condominium at all reasonable times;
- Receive at its own expense an audited financial statement of the Association's activities within ninety (90) days following the end of any fiscal year for the Condominium;
- Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings;
- Receive prompt written notification from the Board of Directors of any damage by fire or other casualty to the Unit on which the Eligible Mortgage Holder holds a mortgage, or the proposed taking by condemnation or eminent domain of said Unit or the Common Area of the Condominium;
- Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium; and
- Receive written notice of any action which requires the consent of a specified percentage of Eligible Mortgage Holders.

The provisions of this section may not be amended or rescinded without the written consent of all Eligible Mortgage Holders, which consent shall appear or be the subject of certification by the President and Secretary of the Association on an instrument of amendment recorded in the Registry of Deeds, in accordance with this Declaration and the Act.

ARTICLE 17. NOTICES

17-100

All notices hereunder, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States mail, return receipt requested, to the Board, at the address for the Condominium indicated above, or to such other address as the Board may designate from time to time by notice in writing to all Owners. All such notices to 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 Board.

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.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

56 Maple Street, LLC

By

Name: John Wuellenweber
Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by John Wuellenweber, the Manager of 56 Maple Street, LLC, on behalf of said company.

Justice of the Peace/Notary Public
My Commission Expires:

EXHIBIT A
SUBMITTED LAND

A certain parcel of land being located at Tax Map 102 Lot 44, 56 Maple Street Hopkinton, Merrimack County, New Hampshire, beginning at an iron pin with cap set on the Westerly Side Line Right of Way of Maple Street said point being the North East corner of Tax Map 102 Lot 44 and the South East common corner of Tax Map 102 Lot 45, Thence

By the Side Line Right of Way of Maple Street $S02^{\circ}25'26''E$ for a distance of 175.65' to an iron pin; and

$S01^{\circ}59'58''E$ for a distance of 20.00' to the common corner with Tax Map 102 Lot 43; thence

By the common side line with Tax Map 102 Lot 43 $S89^{\circ}01'16''W$ for a distance of 182.81', to a granite bound set at the side line ROW of Cedar Street; thence

By the Side Line Right of Way of Cedar Street $N16^{\circ}36'33''W$ for a distance of 16.47' to a granite bound set at the common corner of Tax Map 102 Lot 37; and

$N71^{\circ}27'25''E$ for a distance of 80.20' to an iron pipe; thence

By the common side line with Tax Map 102 Lot 37 $N02^{\circ}00'26''W$ for a distance of 151.01' to an iron pipe at the common corner of Tax Map 102 Lot 37 and Tax Map 102 Lot 45; thence

By the common side line with Tax Map 102 Lot 45 $N86^{\circ}37'37''E$ for a distance of 108.81' to the point of beginning.

Containing 0.53 acres (23,285 s.f.) as depicted on M.C.R.D. plan #201900001457 "Lot Line Adjustment Plan – Prepared For: - 56 Maple St. LLC. – 56 Maple Street – Land Of: - 56 Maple St. LLC and – Shawn L. McClusky – Tax Map 102 Lots 44 & 43 – Hopkinton, New Hampshire", Scale: 1"=20' Dated October 14, 2018 By Higginson Land Services.

EXHIBIT B
PERCENTAGE INTEREST AND VOTING RIGHTS

Units	Undivided Interest	Number of Votes
Unit A	1/5	1
Unit B	1/5	1
Unit C	1/5	1
Unit D	1/5	1
Unit E	1/5	1

EXHIBIT C
BY-LAWS OF
56 MAPLE STREET CONDOMINIUMS OWNERS ASSOCIATION

ARTICLE 1. PURPOSE AND DEFINITIONS

- 1-100 **Purpose.** The administration of 56 Maple Street Condominiums (the “Condominium”) shall be governed by these By-Laws which are annexed to the Declaration of Condominium and are made a part thereof, and all present and future holders of any interest in any Unit in the Condominium shall hold said interest subject to these By-Laws, the Declaration, and any Condominium Residency Regulations promulgated thereunder or hereunder.
- 1-200 **Definitions.** Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.
- 1-300 **Applicability of By-Laws.** The provisions of these By-Laws are applicable to all of the property which now constitutes or hereafter may be added to the Condominium, and to the use and occupancy thereof. All present and future owners, visitors, tenants, and occupants of Units and any other persons who may use the facilities of the Condominium in any manner, are subject to these By-Laws, the Declaration, and any Condominium Residency Regulations. The Acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement to accept, to ratify, and to comply with these By-Laws, said Condominium Residency Regulations, and the provisions of said Declaration, as each or all of them may be amended from time to time.

ARTICLE 2. ASSOCIATION MEMBERS: MEETINGS

- 2-100 Members and Voting Rights. Each Unit owner shall be a member of the Association. The membership of the Association shall consist of all of the Unit Owners. Each Unit Owner shall be entitled to vote the number of votes as are described on Exhibit B to the Declaration for each Unit owned. If more than one person owns a Unit, those persons shall be entitled to vote in the aggregate for each Unit owned by those persons.
- 2-200 Transfer of Membership. The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit as and in the manner provided for by the Declaration, and upon compliance with all of the terms thereof, shall become effective upon recordation of a deed to the said Unit.
- 2-300 Annual Meeting. The annual meeting of the Association shall take place between November 1 and November 30, inclusive, of each year at the Condominium, or at such other reasonable place or time or date as may be designated by written notice of the President.
- 2-400 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, these By-Laws, or the Act, require the approval of the Owners, or for any other reasonable purpose. Said meeting shall be called by any Owner upon at least seven (7) days written notice prior to the date of said meeting.
- 2-500 Contents of Notice. All notices of all members' meetings shall state the time and place thereof and the objects or purposes for which the meeting is called. Any such notice shall be deemed waived by an Owner who expressly waives the same in writing or who is present in person or by proxy at any such meeting.
- 2-600 Regulation. The Association shall promulgate such regulations as it deems necessary or desirable, not inconsistent with the Declaration or these By-Laws for the orderly use and enjoyment of the Condominium and the Units therein.
- 2-700 Quorum and Approvals Required. At any meeting of the Association, the presence in person or by proxy at the beginning of such meeting of Unit Owners holding two thirds of the total voting power shall constitute a quorum. When a quorum is present, unless otherwise provided in the By-Laws or Declaration, a majority of the Unit Owners' total voting power present in person or by proxy shall decide any business brought before the meeting.

- 2-800 Proxies. Any Owner may attend and vote at such meeting in person or by proxy. No proxy given by any Owner shall be valid for a period longer than one calendar year. Any Units owned by the Declarant shall be entitled to a vote and shall be included in the total of Ownership percentages when computing the interest of all other Owners for voting purposes.

ARTICLE 3. BOARD OF DIRECTORS

- 3-100 Number and Qualification. The number of directors of the Association shall be three (3), all of whom shall be natural persons of lawful age, and all of whom shall be Owners (if an Owner is not an individual, such Owner's designee on the Board shall be an individual who is an officer, director, shareholder, member, trustee, beneficiary or the like of the Owner). Each Owner shall nominate one (1) member of the Board. The members of the Board shall then be voted on by the Owners.
- 3-200 Terms of Offices. The term in office of Directors shall be for three (3) years and each Director shall hold office until his/her successor has been elected. Notwithstanding the foregoing, a Director shall be deemed to have resigned when and if the Unit he/she has been elected to represent is conveyed to another Unit Owner.
- 3-300 Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board of Directors may be called by any member of the Board of Directors by giving three (3) days personal notice to all of the members of the Board of the time and place of said meeting and the purpose of the meeting. Any Director may waive notice of a meeting. A quorum shall be considered to be all of the members of the Board.

ARTICLE 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 4-100 Powers and Duties of the Board of Directors. The Board of Directors shall have powers and duties specifically conferred upon it by the Act, the Declaration, the Articles of Agreement, and these By-Laws and all other powers and duties necessary for the administration of the affairs of the Condominium except as otherwise provided by law, the Declaration, the Articles of Agreement, or these By-Laws, including, without limiting the generality of the foregoing, the power and duty to perform or obtain the following for the benefit of the Condominium, the cost of which shall be Common Expenses:
- 4-101 To establish and adopt a budget for each calendar year which contains

estimates of the costs of performing the functions of the Association and of the projected income of the Association.

- 4-102 To make and collect assessments against members to defray the cost of the Condominium, and in addition, to pay and collect from members assessments which may properly be levied from time to time.
- 4-103 To use the proceeds of assessments in the exercise of its powers and duties.
- 4-104 To provide for the acquisition, construction, management, maintenance, and care of Association real property and personal property.
- 4-105 To grant permits, licenses and easements over the Common Areas of the Condominium, for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- 4-106 To enter into a management agreement or agreements to provide for the management of the Common Areas.
- 4-107 To provide for the reconstruction of improvements after casualty and for the further improvement of the Condominium.
- 4-108 To enforce by legal means the provisions of the Condominium Instruments, the Articles of Agreement, the By-Laws, and any Residency Regulations for the use of the property in the Condominium.
- 4-109 To pay any taxes and assessments which are liens against any part of the Condominium and to assess the same against the Owners subject to such liens.
- 4-110 To carry insurance for the protection of the Owners and the Association against casualties and liabilities, including, but not limited to, fire insurance with extended coverage endorsements, public liability insurance policy or policies, and Workers' Compensation insurance as required by law, the Declaration, or as the Board may determine.
- 4-111 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the

Association, such as, but not limited to, any legal and accounting services necessary or proper for the operation of the Condominium or the enforcement of the provisions of the Act, the Declaration, the Articles of Agreement, these By-Laws, and the Condominium Residency Regulations.

- 4-112 To provide for water, electrical, telephone, and gas and any other necessary utility service for the Common Areas; and subject to the terms of the Declaration.
 - 4-113 To provide for such painting, maintenance, repair and landscaping of the Common Area, the building, and such furnishings, tools, equipment, appliances, and other personal property for the Common Area as the Board shall determine is necessary or proper.
 - 4-114 To provide for any emergency repairs to any Unit necessary to prevent damage to other parts of the Condominium.
 - 4-115 To provide for any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration, the Articles of Agreement, these By-Laws, or the Act, or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration or of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a particular Unit and are necessitated by the negligence, misuse, abuse or neglect of the Owner or occupants of such Unit, the cost thereof shall be specially assessed to the Owner of such Unit.
- 4-200 Financial Limitation. The Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for the purposes of replacing portions of the Common Area, subject to the provisions of the Declaration) having a cost in excess of Five Thousand Dollars (\$5,000.00) unless such additions, improvements, or alterations have been approved by a majority of the Owners.
- 4-300 Right to Enter into Contracts. The Board shall have the exclusive right to enter into contracts for all such items referred to in this Article. After the transfer of control by the Declarant, as defined in the Act, the Board shall have the right to terminate any contract or lease, including the management contract, without cause and without penalty, upon ninety (90) days written notice to the other party

thereto.

ARTICLE 5. OFFICERS OF THE ASSOCIATION

- 5-100 Executive Officers. The Executive Officers of the Association shall be a President, a Secretary and a Treasurer. Those officers shall be elected by the directors. If the directors are unable to elect officers, then that member of the Board appointed by the Owner having owned their Unit for the longest period (such period of ownership to include ownership by relatives and affiliates) shall choose which office such person shall hold, and the Owner having owned their unit for the second longest period of time shall choose among the remaining offices, and the remaining Owner shall hold the final office.
- 5-200 The President. The President shall be the chief executive officer of the Association; he/she shall preside at all meetings of the Owners and of the Board of Directors. The President shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to sign all contracts of the Association.
- 5-300 The Secretary. The Secretary shall keep the Minutes of the proceedings of the Board of Directors and of the Unit Owners. The Secretary shall attend to the giving and serving of all notices required by law, and shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association except those of the Treasurer and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.
- 5-400 The Treasurer.
- 5-401 Custody of Funds. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association.
- 5-402 Disbursement of Funds. The Treasurer shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Association.

- 5-403 Collection of Assessments. The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- 5-404 Reports to Transferees. The Treasurer shall also give status reports to potential transferees of Units, on which reports the transferees may rely.
- 5-500 Continuation of Owner's Liability. The liability of the Owners shall continue until the past due assessments on Units to be transferred are satisfied. All transferees shall be deemed liable for past due assessments (other than institutional mortgagees purchasing at institutional mortgage foreclosure sales or purchasing at sales in lieu of such foreclosure sales).
- 5-600 Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor from contracting with a Director for the management of the Condominium.

ARTICLE 6. FINANCE AND ASSESSMENTS

- 6-100 Deposits. The funds of the Association shall be deposited in a bank or banks designated by the Board of Directors, in an account or accounts for the Association under resolutions approved by the Board of Directors.
- 6-200 Adoption of and Contents of Budget. The Board of Directors shall adopt a budget for each calendar year which contains estimates of the cost of performing the functions of the Association and of the projected income of the Association, including but not limited to the following items:
- (a) common expense budget for:
 - (1) maintenance and operation of Common Area;
 - (2) maintenance and repairs of the building;
 - (3) capital funds;
 - (4) administration, including legal and accounting.
 - (b) proposed assessments against each Owner;
 - (c) proposed periodic assessments for liability and casualty insurance premiums.

Subject to the requirements of the Declaration, such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements.

6-201 Assessment and Payment of Common Expenses. Each Unit shall be assessed for a proportionate share, in accordance with the percentage interests set forth at Exhibit B of the Declaration, of the total amount of the estimated funds required for the operation of the Condominium set forth in the budget referred to in Section 6-200 of these By-Laws. Assessments against any Unit, with interest, costs and reasonable attorneys' fees, shall become a lien upon such Unit, in accordance with RSA 356-B:46, as amended, if not paid when due. This lien is not the sole or exclusive remedy of the Association to collect delinquent assessments. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association their respective portion, as described above, of the annual assessment per Unit provided for in Section 6-200(a) and (b), above. Upon the Association's receipt of invoices for casualty and liability insurance premiums, the Association shall promptly notify each Owner of the amount thereof, and each Owner shall be obligated to make full payment to the Association of that Unit's share thereof, which shall be paid within ten (10) days. Within sixty (60) days after the end of each fiscal year, the Association shall supply to all Owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expenses and budgeted reserves shall, in the Association's discretion, either be credited in equal amounts to the next successive monthly installments due from each Unit under the then-current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, in the Association's discretion, either be collected by special assessment or be added equally to the installments due from each Unit in the succeeding six (6) months after the accounting.

6-202 Repair Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those portions of the Limited Common Area which the Association is obligated to maintain, which fund shall be maintained out of regular assessments for Common Expenses.

6-203 Working Capital Fund. The Association shall establish a working capital fund to insure that there will be cash available to meet unforeseen

expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Association. Each Unit shall contribute to this fund an amount equal to its pro rata share of the projected Common Area charge for the first two months, upon the transfer or conveyance of a Unit (except for conveyances for estate planning purposes or non-contractual transfers by Unit Owners to family members). Amounts paid into the fund are to be maintained in the Association's books in an account for the use and benefit of the Association and are not to be considered as advance payment of regular assessments.

6-204 Initial Assessment. The Board of Directors of the Association shall determine a proposed budget, for the period beginning with the conveyance of the first Unit by the Declarant, and ending on the last day of the first fiscal year, and for subsequent fiscal years thereafter. Assessments shall be levied against and paid by the Owner of each Unit on a monthly basis, beginning with the date set forth above and on the 1st day of every month thereafter.

6-300 Delinquent Assessments. In the event an assessment is not paid within ten (10) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment, with interest at the maximum lawful rate, against the Owner owing the same in the manner set forth in RSA 356-B:46, the Declaration of Condominium or as permitted by statute (including RSA 356-B:46-a), at law or in equity. Each delinquent Owner shall be responsible for attorneys' fees, interest and costs incurred by the Association incident to the collection of such delinquent assessments or enforcement of any lien held by the Association for unpaid assessments.

ARTICLE 7. VIOLATIONS

7-100 Violations. In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration, the Articles of Agreement, these By-Laws or the Residency Regulations, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of such breach, and if such violation shall continue for a period of ten (10) days from the date of this notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the Articles of Agreement, the By-Laws or the Residency Regulations, and the Association may then, at its option, have the following election: (a) an action at law to recover damages on behalf of the Association or on behalf of the other Unit Owner; (b) an action in equity to enforce performance on the part of the Unit Owner; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; (d) the

pursuit of any other remedies permitted by the Declaration, these By-Laws, the Act, any other statute, or such other remedies permitted by law or in equity, including barring the breaching Owner from using or having access to any and all Common Areas. Failure on the part of the Association to maintain such an action at law or in equity within ninety (90) days from the date of a written request, signed by an aggrieved Owner, sent to the Board, shall entitle that Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter. A delinquent Owner shall be liable for all costs and attorneys' fees in connection with collection, and shall be charged interest at the rate of Eighteen Percent (18%) per annum on all unpaid sums. Owners shall have similar rights of action against the Association for violations of the Condominium Instruments or its responsibilities thereunder.

ARTICLE 8. MORTGAGES

- 8-100 Notice to Board. An Owner who mortgages a Unit shall notify the Board of the name and address of the mortgagee, and of eligible insurers or guarantors, if any. The Board shall maintain suitable records pertaining to such mortgages.
- 8-200 Notice of Unpaid Assessments for Common Expenses. The Board whenever so requested in writing by an Eligible Mortgage Holder, or eligible insurer or guarantor, shall promptly report any of the following: (i) any then unpaid assessments for Common Expenses or other charges due from, or any other default by, the Owner of the mortgaged Unit; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iii) any proposed action which would require the consent of the mortgagees.
- 8-300 Notice of Default. The Board shall give written notice to an Owner of any default by said Owner in the performance of any obligations under the Act, Declaration or By-Laws. If such default is not cured within thirty (30) days, shall send a copy of such notice to each Eligible Mortgage Holder, eligible insurer and guarantor with respect to such Unit whose name and address has been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.
- 8-400 Notice of Damage. The Board of Directors shall notify (i) each Eligible Mortgage Holder, eligible insurer or guarantor with respect to a Unit whenever damage to said Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00)

and the Board is made aware of such damage; and (ii) all Eligible Mortgage Holders, eligible insurers and guarantors whenever damage to the Common Area exceeds Ten Thousand Dollars (\$10,000.00).

ARTICLE 9. TOTAL OR PARTIAL CONDEMNATION. LOSS OR DESTRUCTION

- 9-100 Condemnation Proceedings. Pursuant to the Declaration, the Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or parts thereof.
- 9-200 When Repair and Reconstruction are Required. Subject to the provisions of Article 3-300 of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in the Owner's own Unit.
- 9-300 Procedure for Reconstruction and Repair. Immediately after a fire or other casualty causing damage to the building, the Board of Directors 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 Board of Directors determines to be necessary. Proceeds for losses shall be payable to the Board, as trustee, subject to the prior rights of mortgagees under the terms of the mortgages held by them on any Units.
- 9-301 Deficiency in Proceeds. If the proceeds of insurance are not sufficient or defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Association.
- 9-302 Manner of Repair and Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the original plans and specifications under which the damaged building was originally constructed, unless other action is approved by all of the Eligible Mortgage Holders.
- 9-303 Encroachments. 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 proceedings or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

9-304 Disbursements of Construction Funds. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board from assessments against the Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board.

9-305 Accounting for Proceeds. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

9-400 Damage to Common Area and Condominium Units. When the damage is to both Common Area and the Units, the insurance proceeds shall, to the extent practicable, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

ARTICLE 10. NOTICES

10-100 Notices. Whenever notices are required to be sent hereunder, the same shall be sent as set forth in the Declaration.

10-200 Deemed Sent When Mailed. All notices shall be deemed and considered sent when mailed.

10-300 Change of Place of Notice. Any party may reserve the right to change the place of notice to him or it by written notice in accordance with the terms and provisions of this Article.

ARTICLE 11. AMENDMENTS TO THE BY-LAWS

11-100 Amendments. These By-Laws may be amended as set forth herein and in the Declaration. Except as otherwise provided in the Condominium Act and subject to Article 2-800 hereof, these By-Laws may be modified or amended either (1)

by a vote of two thirds of all of the votes appertaining to units in the Condominium cast in person or by proxy at a meeting duly called or held, or (ii) by a written instrument duly executed by a vote of two thirds of all of the votes appertaining to units in the condominium, and with the written consent of two thirds of all of the Eligible Mortgage Holders, if so required by the Declaration or these By-Laws. Eligible Mortgage Holders shall receive thirty (30) days notice of proposed amendments, which notice shall request approval thereof. Any Eligible Mortgage Holder who does not deliver or mail to the requesting party a negative response to the proposed amendments within thirty (30) days shall be deemed to have approved such request. No modification or amendment shall become effective until recorded in the Registry of Deeds. An amendment may be proposed by either the Board of Directors or by the membership of the Association.

ARTICLE 12. RESIDENCY REGULATIONS

- 12-100 Residency Regulations. The Association may, from time to time, adopt and amend previously adopted Residency Regulations governing the details of the operation and use of the Common Area and the Units; provided, however, that no such Residency Regulations shall conflict with the Declaration or these By-Laws. In the event of any conflict between the said Residency Regulations and the foregoing, the latter shall prevail. Such Residency Regulations may be amended only by the vote of a majority of the Owners.

ARTICLE 13. ACCESS TO INFORMATION

- 13-100 Right to Inspect. Upon request, the Association shall make available to Owners and holders, insurers or guarantors of any first mortgage for inspection during normal business hours or under other reasonable circumstances current copies of the Declaration, these By-Laws, and the books, records and financial statements of the Association.
- 13-200 Audited Financial Statements. Upon the written request of the holders of the first mortgages on all Units, such holders shall be entitled, within a reasonable time, to an audited financial statement of the Association for the immediately preceding fiscal year, or to have one prepared at their expense, if one is not otherwise available.

ARTICLE 14. RIGHTS UPON RESALE

- 14-100 Rights of Prospective Purchaser. In the event of any resale of a Unit by any person, the prospective Owner shall have the right to obtain from the Association, prior to the contract date of the disposition, the documents set forth

below. All such requests must be in writing, addressed to the Association, and must be answered within ten (10) business days from the date of the receipt.

- 14-101 Statement of Unpaid Assessments. A prospective purchaser, or a member of the Association, shall be entitled to a recordable statement setting forth the amount of unpaid assessments currently levied against the Unit. The request must be made in writing, addressed to the Board of Directors of the Association. The Association requires payment of a fee of Ten Dollars (\$10.00) as a prerequisite to the issuance of such a statement.
- 14-102 Statement of Reserves. A prospective purchaser shall be entitled to a statement of any reserves for the major maintenance, replacement fund or working capital and any portion of such fund earmarked for any specified project by the Board of Directors.
- 14-103 Other Information. A prospective purchaser shall also be entitled to a copy of the income statement and balance sheet of the Association for the last fiscal year for which such a statement is available and a statement of any pending suits or judgments in which the Association is a party defendant.

ARTICLE 15. SEVERABILITY; INTERPRETATION

- 15-100 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof or the Declaration.
- 15-200 Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

IN WITNESS WHEREOF, this instrument has been duly executed as of the ____ day of _____, 2021.

56 Maple Street, LLC

By

Name: John Wuellenweber

Title: Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

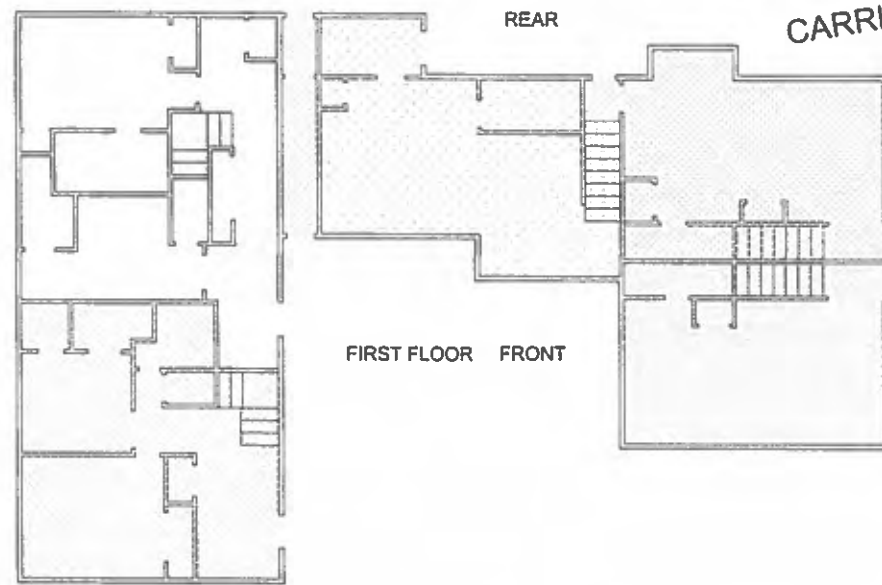
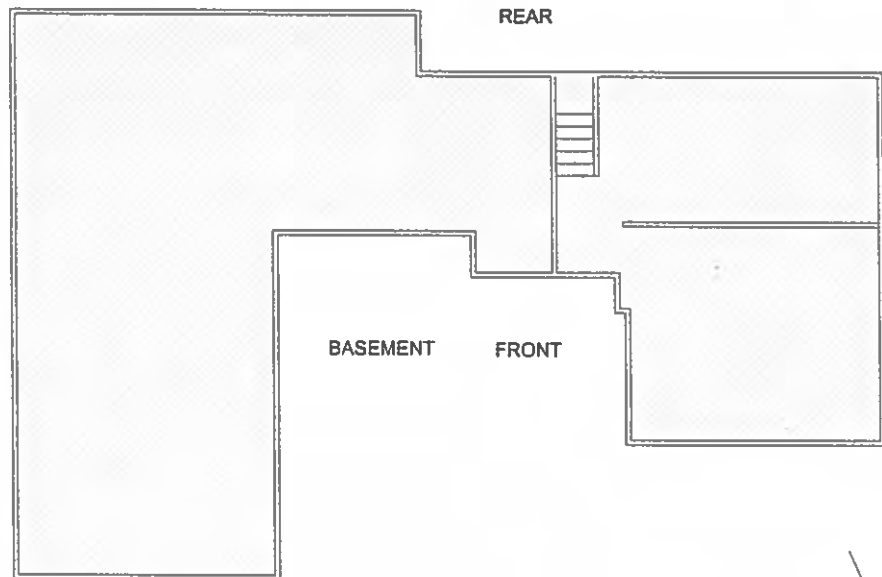
The foregoing instrument was acknowledged before me this ___ day of _____,
2021 by John Wuellenweber, the Manager of 56 Maple Street, LLC, on behalf of said company.

Justice of the Peace/Notary Public
My Commission Expires:

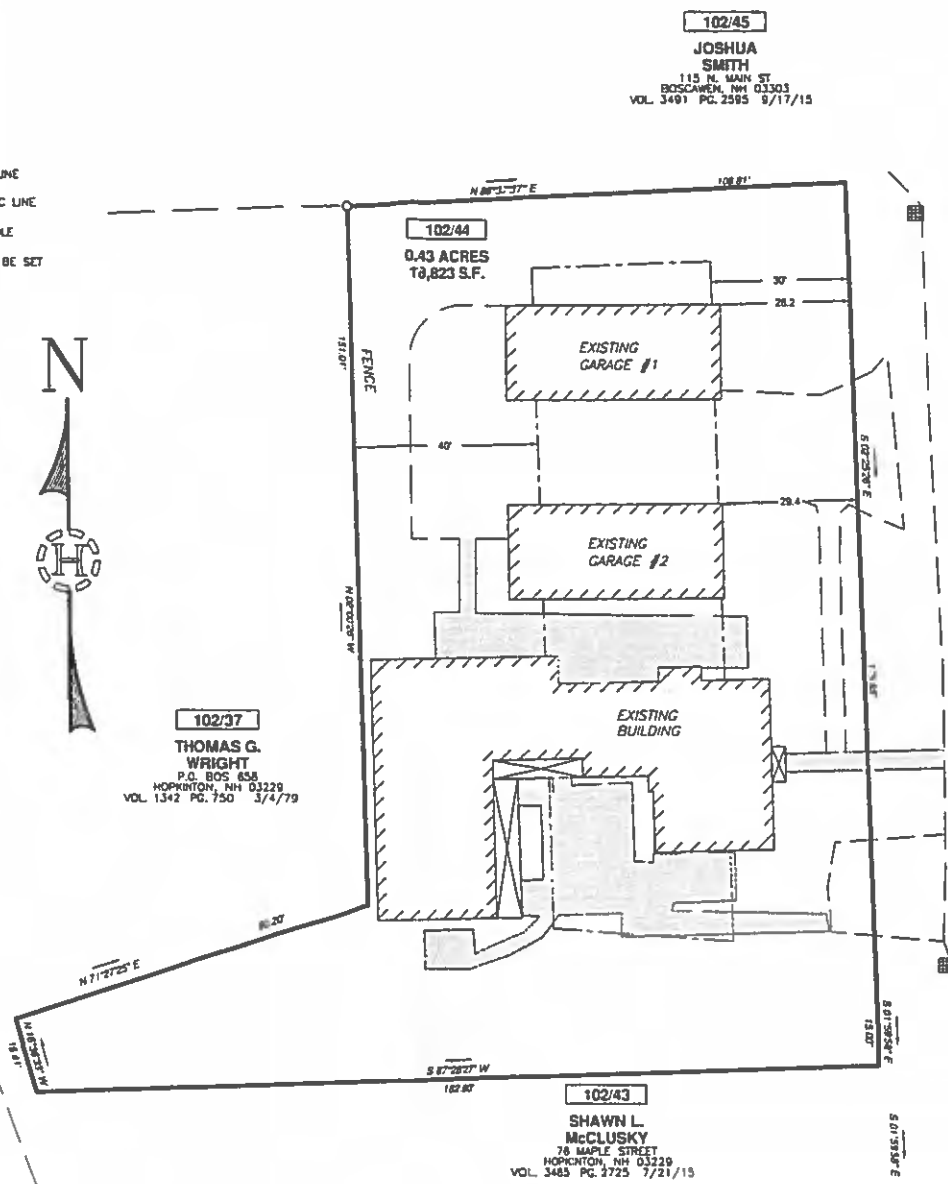
REFERENCE PLAN:

"LOT LINE ADJUSTMENT PLAN - PREPARED FOR: - 56 MAPLE STREET, LLC - 56 MAPLE STREET - LAND OF: - 56 MAPLE STREET, LLC AND - SHAWN L. McCLUSKY - TAX MAP 102 LOTS 44 & 43 - HOPKINTON, NH". SCALE: 1"=20' DATED OCTOBER 14, 2018 BY THIS OFFICE (M.C.R.D. PLAN #20180001457).

- LEGEND:**
- EXISTING PAVEMENT
 - LOT LINE
 - ABUTTING LOT LINE
 - STONE WALL
 - BUILDING SETBACK LINE
 - OVER HEAD ELECTRIC LINE
 - ELECTRIC UTILITY POLE
 - GRANITE BOUND TO BE SET
 - PIPE FOUND
 - SEWER MAN HOLE
 - CATCH BASIN



- COMMON AREA
- UNIT A
- UNIT B
- UNIT C
- UNIT D
- UNIT E



102/45
JOSHUA SMITH
 115 N. MAIN ST.
 BOSCAWEN, NH 03303
 VOL. 3491 PG. 2595 9/17/15

102/37
THOMAS G. WRIGHT
 P.O. BOX 658
 HOPKINTON, NH 03229
 VOL. 1342 PG. 750 3/4/79

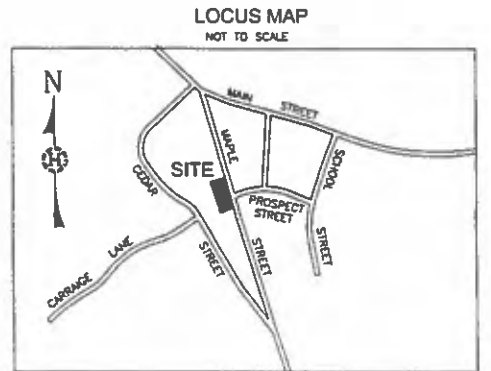
102/43
SHAWN L. McCLUSKY
 78 MAPLE STREET
 HOPKINTON, NH 03229
 VOL. 3483 PG. 3725 7/21/15

102/49
ANN H. & RICHARD T. SIMMS
 P.O. BOX 359
 HOPKINTON, NH 03229
 VOL. 3497 PG. 102 11/8/15

102/50
WINZELER REV. TST
 53 MAPLE STREET
 HOPKINTON, NH 03229
 VOL. 3507 PG. 3107 3/11/16

102/79
HAROLD V. & MARY P. EKSTROM
 75 MAPLE STREET
 HOPKINTON, NH 03229
 VOL. 2726 PG. 305 11/30/04

102/28
BRIAN & WANDA DENONCOURT
 98 CEDAR STREET
 HOPKINTON, NH 03229



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEPICT A CONDOMINIUM SUBDIVISION OF AN EXISTING BUILDING LOCATED AT 56 MAPLE STREET HOPKINTON, NH. PROPOSED ARE 5 UNITS FOR RESIDENTIAL USE.
2. THE OWNER OF TAX MAP 102 LOT 44 IS 56 MAPLE ST. LLC, P.O. BOX 31 HOPKINTON, NH 03229 (SEE M.C.R.D. BK. 3587 PG. 2647 DATED 3/5/16).
3. BOUNDARY INFORMATION DEPICTED HEREON IS PER THE REFERENCE PLAN NOTED HEREON.
4. THE SITE LIES WITHIN THE VR-1 ZONE. MINIMUM LOT SIZE IS 15,000 S.F. WITH 80' FRONTAGE AND 80' OF DEPTH. SETBACKS ARE 30' FRONT 15' SIDE AND 40' REAR.
5. SOIL TYPE FOR THE ENTIRE SITE IS 459C - METACOMET FINE SANDY LOAM
6. A SPECIAL EXCEPTION WAS GRANTED ON NOVEMBER 27, 2018 TO ALLOW FOR A 5 UNIT RESIDENTIAL BUILDING IN THE VR-1 ZONE (TABLE OF USES 3.9.A.3) SEE APPLICATION #2018-10. AN EQUITABLE WAIVER OF DIMENSIONAL REQUIREMENTS FROM ZONING ORDINANCE SECTION 4.2 FOR TWO ACCESSORY GARAGES WITH LESS THAN THE REQUIRED FRONT YARD SETBACK FOR THE VR-1 DISTRICT WAS GRANTED ON 2/2/21. SEE CASE #2021-1.
7. ALL EXTERIOR AREA IS TO BE COMMON AREA.

OWNER'S SIGNATURES

DATE _____ JOHN WUELLENWEBER (56 MAPLE ST LLC.)

THIS MAP IS HEREBY APPROVED BY THE HOPKINTON PLANNING BOARD AT AN OFFICIAL MEETING HELD ON NOVEMBER 20, 2018 AND SHALL BE FILED WITH THE MERRIMACK COUNTY REGISTRY OF DEEDS.

DATE _____ CHAIR OF HOPKINTON PLANNING BOARD

CERTIFICATION:

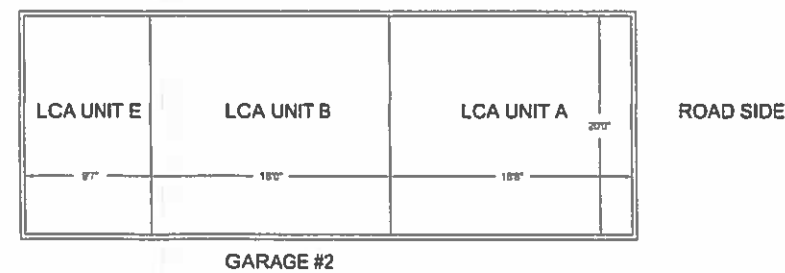
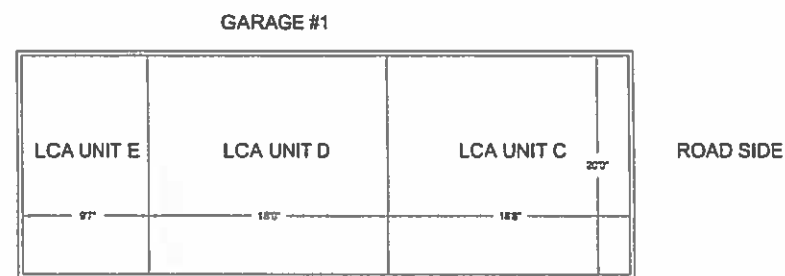
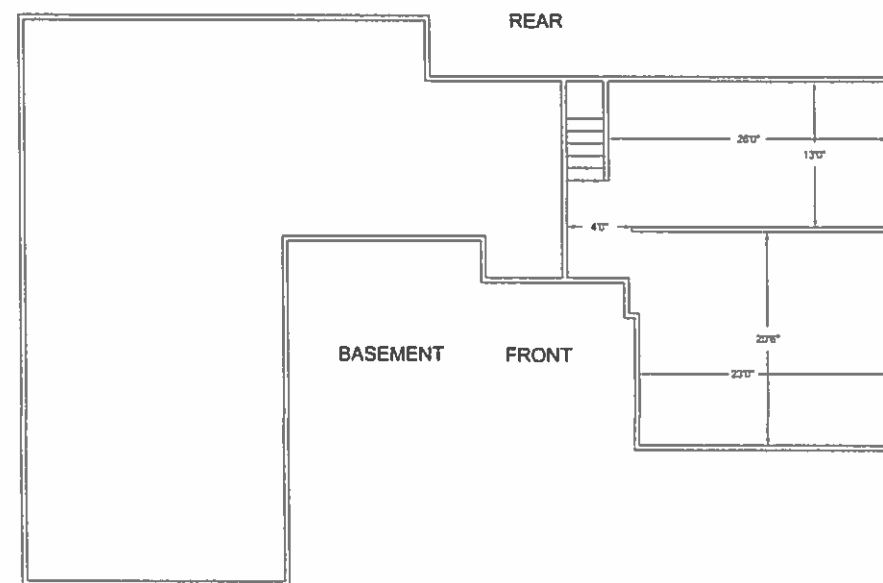
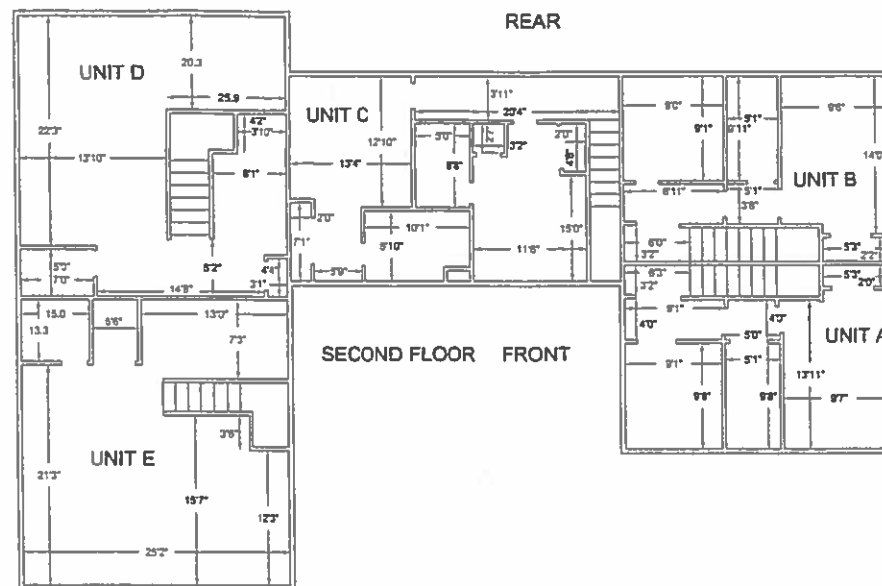
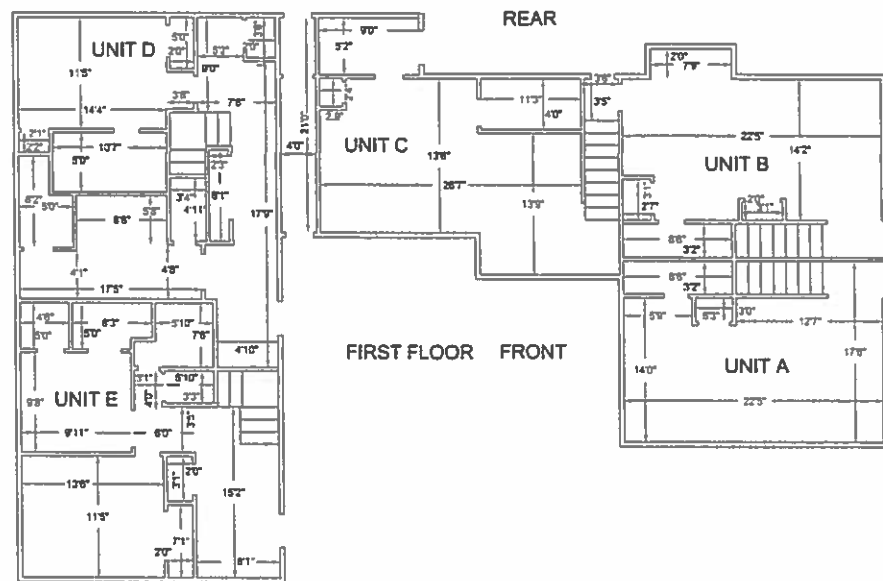
- "I HEREBY CERTIFY THAT THIS PLAN THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN TEN THOUSAND (1:10,000) ON ALL PROPERTY LINES WITHIN AND BORDERING THE SUBJECT PROPERTY".
- "I HEREBY CERTIFY THAT THIS PLAN IS ACCURATE; THAT IT COMPLIES WITH THE PROVISIONS OF NEW HAMPSHIRE RSA 356-B:20, I, II, & V AND UNITS 1-5 DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE".
- "I HEREBY CERTIFY THAT THIS PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT 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 (RSA 678:18)".

CONDOMINIUM SUBDIVISION PLAN
 PREPARED FOR:
BEAUX WOODS CONTRACTORS LLC
JOHN WUELLENWEBER
 56 MAPLE STREET
 TAX MAP 102 LOT 44
 HOPKINTON, NEW HAMPSHIRE



FEBRUARY 10, 2021

HIGGINSON LAND SERVICES
 LAND SURVEYING - SEPTIC SYSTEM DESIGNS - PERMITTING
 78 PATTERSON HILL ROAD HENNINGER, NH 03242
 TEL: 603-660-6412 NOTE BOOK #6 JOB #232 SHEET 1 OF 2



THIS PLAN IS HEREBY APPROVED BY THE HOPKINTON PLANNING BOARD AT AN OFFICIAL MEETING HELD ON XXX AND SHALL BE FILED WITH THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS.

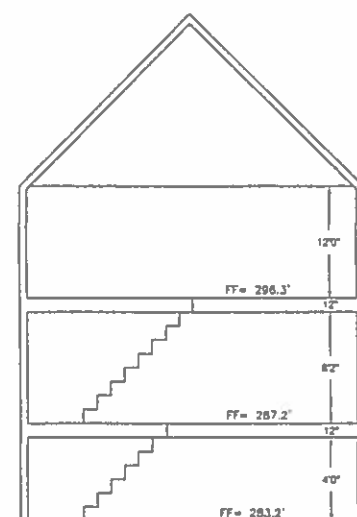
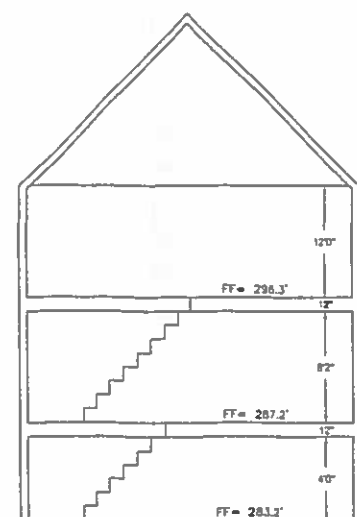
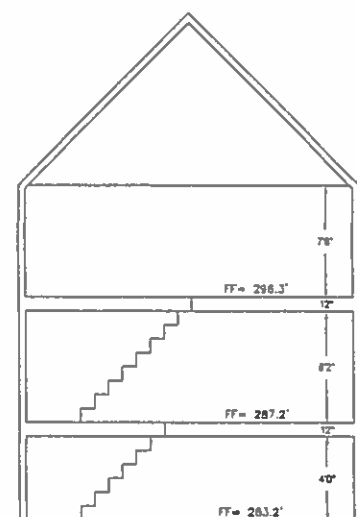
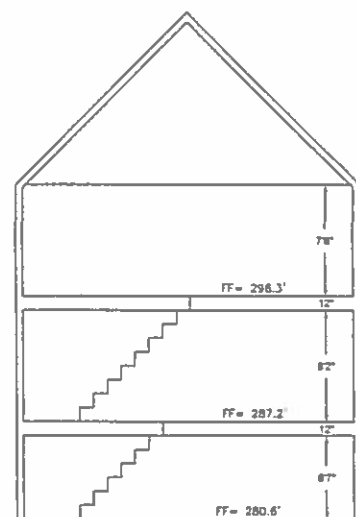
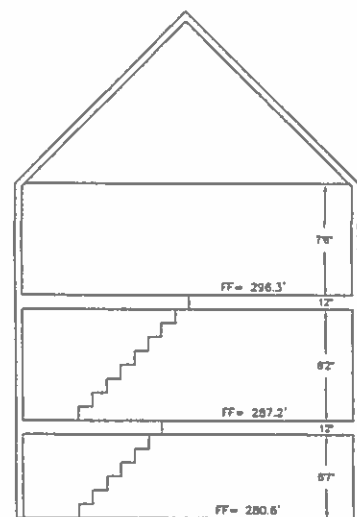
DATE _____ CHAIR OF HOPKINTON PLANNING BOARD _____

CERTIFICATION:

"I HEREBY CERTIFY THAT THIS PLAN THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN TEN THOUSAND (1:10,000) ON ALL PROPERTY LINES WITHIN AND BORDERING THE SUBJECT PROPERTY".

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UNIT A SECTION PLAN

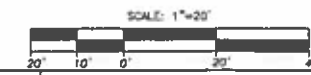
UNIT B SECTION PLAN

UNIT C SECTION PLAN

UNIT D SECTION PLAN

UNIT E SECTION PLAN

CONDOMINIUM SUBDIVISION PLAN
 PREPARED FOR:
BEAUX WOODS CONTRACTORS LLC
JOHN WUELLENWEBER
 56 MAPLE STREET
 TAX MAP 102 LOT 44
 HOPKINTON, NEW HAMPSHIRE



FEBRUARY 10, 2021

**HIGGINSON
 LAND SERVICES**

LAND SURVEYING - SDPTC SYSTEM DESIGNS - PERMITTING
 78 PATTERSON HILL ROAD HENNER, NH 03242