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KATHI L. GUAY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 190.00  
SURCHARGE \$ 2.00  
POSTAGE \$ 1.98

Book 2435 Page 326

DECLARATION OF CONDOMINIUM

GRANITE HEIGHTS, A CONDOMINIUM

WHEREAS, Hooksett Development, LLC, a Delaware Limited Liability Company, with an office at 30 Seaver Street, Wellesley, MA 02481, d/b/a Granite Heights, ("Declarant"), desires to establish a condominium to be called **GRANITE HEIGHTS, A CONDOMINIUM**.

NOW THEREFORE, the following is hereby declared

1. This Declaration made this 4<sup>th</sup> day of December, 2002, shall become effective as of the date of recording.
2. The Declarant is the sole owner of the land described herein and the improvements thereon by virtue of a deed dated December 10, 2001, from Land Acquisition, LLC, recorded in the Merrimack County Registry of Deeds in Book 2322, Page 0176, the Corrective Deed from Land Acquisition, LLC et al dated December 4, 2002 and to be recorded herewith in said Registry; the deed of John B. DiBitetto to Declarant dated December 10, 2001 and recorded in the Registry in Book 2311, Page 195, and the deed to water tower from Michael J. DiBitetto to Declarant dated December 10, 2001 and recorded in the Registry in Book 2322, Page 197.
3. The Declarant hereby submits the land described in Exhibit A hereto (the "Land") and the improvements now or hereafter constructed thereon and the easements appurtenant thereto to the condominium form of ownership and use, in the manner provided by NH RSA 356-B, subject to the terms of this Declaration in its present form and as it may hereafter be amended..

I. DEFINITIONS.

1. "Association" means the Granite Heights Condominium Association.
2. "Board of Directors" or "Board" means the Board of Directors of the Association.
3. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit C.
4. "Common Area" means all parts of the Condominium, except the Units, including the Limited Common Area, the Convertible Land and the Withdrawable Land.
5. "Condominium" means Granite Heights, the condominium established by this Declaration.
6. "Condominium Act" or "Act" means New Hampshire Revised Statutes Annotated 356-B as amended.
7. "Condominium Instruments" means this Declaration, the Bylaws, the Rules and the Plans, in their current form, or as they may hereafter be amended.
8. "Convertible Land" means that land described on Exhibits A-2 and A-3, attached hereto.
9. "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit who has requested notice of certain matters as provided in Article III of this Declaration.
10. "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters as provided in Article III of this Declaration.
11. "Land" means the real property described in Exhibit A to this Declaration, attached hereto and made a part hereof.
12. "Majority of Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Association appertain.
13. "Owner" or "Unit Owner" means any person, persons or entity that holds or hold fee simple title to a Unit. No mortgagee shall be deemed an Owner until such mortgagee shall have acquired fee simple title to a Unit.

14. "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest in the Common Area pertaining to a Unit.
15. "Property" means the Land with the buildings and improvements heretofore and hereafter constructed thereon and all easements, rights and appurtenances thereto and all fixtures and articles of personal property intended for common use in connection therewith.
16. "Registry" means the Merrimack County (N.H.) Registry of Deeds.
17. "Rules" means those rules and regulations adopted from time to time by the Board, provided they are not in conflict with the Act or the Bylaws.
18. "Site Plan and Floor Plans" or "Plans" mean the site plans and floor plans of the Condominium recorded from time to time in the Registry pursuant to Sections 20 and 21 of the Act.
19. "Unit" means a unit as defined by the Act, which is bounded and described as shown on the Plans and as provided in this Declaration.
20. "Withdrawable Land" that land, with the improvements now or hereafter constructed thereon described in Exhibit B attached hereto.

## II. STATUTORY REQUIREMENTS.

- A. Name. The name of the Condominium is " Granite Heights, a Condominium".
- B. Location. The location of the Condominium is Thames Road, Hooksett, Merrimack County, New Hampshire.
- C. Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A. hereto. Pursuant to RSA 356:B-16 (IV), the Declarant reserves the right to contract the land subject to the condominium by amending the Declaration to withdraw from the Condominium the land described on Exhibit B hereto and shown on the Condominium Plan as "Withdrawable Land".
- D. Description of Units.
  1. Buildings. The Condominium includes up 384 units located in buildings each containing up to four (4) units. The location and dimensions of the Buildings are shown on the Condominium Plans as recorded from time to time. The buildings are of wood frame construction, with two storeys,



exclusive of basements, constructed on concrete footings, some of which will be built on slabs, some with full basements and some with partial basements, depending upon topographic and design considerations.

2. Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other real property, independently of all other Units. The Limited Common Area appurtenant to each Unit is depicted and/or described on the Floor Plans.

3. Unit Boundaries. The boundaries of each Unit, including any garage, are as follows:

(i) Horizontal- Lower Boundary: The unfinished interior surface of the poured concrete slab or floor, extended to an intersection with the vertical boundaries.

(ii) Horizontal- Upper Boundary: The unfinished interior surface of the ceiling of the highest story of the Unit, extended to an intersection with the vertical boundaries.

(iii) Vertical Boundary: The vertical plane of the interior surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, together with the exterior unfinished surfaces of the window frames, doors and glass.

(iv) Windows and Doors: As to exterior doors, the finished exterior surface thereof; and as to windows and window frames, the exterior surface of the glass and the finished exterior surface of the window frames.

Each Unit shall include the portions of the Building in which said boundaries and the space are enclosed by said boundaries, except any Common Area specifically described herein which may be located therein.

The Owner of each Unit shall be deemed to own the interior walls, doors and partitions contained in such Owner's Unit, and shall also be deemed to own the window glass, the entrance and garage doors to the Unit (to the finished exterior surface thereof), and the sinks, bathtubs, and other plumbing fixtures, heating, ventilating and air conditioning equipment, ducts, and pipes and appliances located in his Unit and/or serving only his Unit.

The Owner of a Unit will not be deemed to own any pipes, wires, cables, conduit, or public utility lines running through said Unit, which are used by more than such Unit or by any portion of the Common Area. All of the foregoing shall be considered part of the Common Area.

E. Description of the Common Area and Limited Common Area.

(i) Common Area. The Common Area consists of the Property other than the Units and the Limited Common Area and includes, but not by way of limitation:

the Land (subject to the right to contract the Condominium) and the walks, shrubbery, plantings, roadways, parking areas, and other land included in and described in Exhibit A hereto; and the water supply, sewage disposal, electrical, telephone, drainage, cable, gas and other utility systems serving the Condominium, to the extent said systems are located within the Property and are not owned by the supplier of such utility services, but not including any portions thereof contained within or serving only one Unit; and

the pipes, conduit, plumbing, wires, meters, meter housings, and all other facilities for the provision of utility services or waste removal not located within and serving only the Unit in which they are located; and

any other amenities constructed or to be constructed on the Land which is remains subject to the Declaration; and

all other parts of the Condominium, including fixtures and personal property acquired by the Association, necessary or convenient to its existence, maintenance or safety or normally in common use and including any easements serving the Property and set forth or referred to in Exhibit A hereto.

(ii) Limited Common Area. The areas assigned and shown on one or more of the Plans as decks, balconies, front yards, rear yards, porches and storage space are reserved for the use of the Unit to which each is assigned. Designations of Limited Common Areas are shown on the Plans. Each Limited Common Area is owned in common by the Owners, but the use thereof is restricted to the Owner of the Unit or Units which it serves.

F. Use. The use of the Common Area shall be limited to the Owners in residence, their tenants in residence, and to their guests and invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the appurtenant Unit, his or her tenants, invitees, licensees and guests. Further the use of the Common Area shall be subject to the Condominium Instruments and the Act.

Each Unit shall be used only for residential purposes by the Owner and the tenants of the Owner, and the invitees, licensees and guests thereof. This restriction shall



not prohibit the leasing of Units; provided the tenants thereof use the Unit in accordance with the Condominium Instruments and the Act.

G. Easement to Facilitate Sales. Declarant shall be deemed to be the Owner of any Unit which shall have been substantially completed, but not sold or conveyed. Declarant, its agents, representatives and contractors may make such use of the Condominium as may facilitate the development, construction, sale, conveyance and leasing thereof. The foregoing shall include, but shall not be limited to, the right to store materials, the maintenance of construction, sales, leasing, sales offices, model units and the leasing of the same for residential purposes. All such Units shall be considered Units and not part of the Common Area. The Declarant reserves the right to enter into leasing or other arrangements with Unit Owners for models and/or sales or construction offices.

H. Easement for Structural Encroachments. 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 as a result of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

I. Pipes, Ducts, Cable, Wires, Conduit, Public Utilities, and Other Common Area Located Within Units, Support.

Each Unit Owner shall have an easement in common with all Owners of all other Units to use all pipes, ducts, cable, wire, conduit, public utility lines and other Common Areas located in any other Unit and serving his or her unit. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cable, wires, conduit, public utility lines and other Common Area serving one or more other Units and located within said Owner's Unit. The Association shall have the right of access to each Unit to inspect the same, repair and/or replace the Common Area contained therein. Every portion of a Unit which contributes to the structural support of a building or other Unit shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

J. Use and Ownership of Units Subject to Declaration, Bylaws, Rules and Regulations.

All present and future Unit Owners, their tenants, invitees, licensees, and guests and all other persons who may have access to or use of the Condominium shall be subject to the Act, the Declaration, the Bylaws, the Rules and Regulations. Acceptance of ownership, possession or other use of or access to any Unit shall constitute a covenant

that the provisions of this Declaration, the Bylaws, and the Rules and Regulations, in their current form, or as they may hereafter be amended are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in any Unit, as though such provisions were recited and stipulated at length in every deed of conveyance, lease or other assignment of any interest therein.

K. Violation. Failure to comply with any provision of the Act, the Declaration, the Bylaws, or the Rules may result in monetary damages and/or any form of equitable relief. The Association or the Board shall be entitled to recover its attorneys fees and costs in any proceeding to interpret or enforce the Act, the Declaration, the Bylaws, or the Rules.

L. Easement for Ingress and Egress. Except as otherwise restricted by the Condominium Documents or any easement or restriction affecting the Land, each Unit Owner shall have an easement in common with all other Unit Owners for ingress and egress through and for use and enjoyment of the Common Area, except for the rights of use of Limited Common Area.

M. Reservation of Utility Easements. The Declarant reserves for itself, its successors and assigns, perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and replacement of all utility services necessary or desirable in connection with the construction and operation of the Condominium, including the right to convey such easements directly to the suppliers and/or distributors of such utility services. The foregoing easements do not create any obligation on the part of the Declarant to for such installation, construction, reconstruction, maintenance, repair, operation or replacement.

N. Easement to Facilitate Maintenance and Repairs. The Association shall have an easement over, across, through and under each Unit and Limited Common Area for performing maintenance and repairs as provided in the Condominium Instruments.

O. Determination of Action Following Casualty Damage. If any portion of the Condominium is damaged by fire or other casualty, the proceeds of the master property damage insurance policy shall, pursuant to Section 43 (III) of the Act be used to repair, replace or restore the Common Area or Limited Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Act. The Board is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to submit and adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. Any deficiency between the costs of repair or restoration and any insurance proceeds available to pay



therefore shall be assessed against the Owners by the Association as a Common Expense.

If the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be allocated among the Unit Owners in accordance with their respective obligations to pay Common Expenses.

P. Contraction of the Condominium. Pursuant to Section 16(IV) of the Act, the Declarant expressly reserves the right in its sole discretion by the latest time now or hereafter permitted by the Act, and without condition or limitation, to contract the Condominium by removing or withdrawing all or any part of the Land described on Exhibit B from the Condominium. The land which may be withdrawn from the Condominium is shown on the Site Plan as "Withdrawable Land".

Q. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with Sections 31 and 32 of the Act, the Condominium Instruments and applicable laws, ordinances and regulations.

R. Convertible Land. The land described on Exhibits A-2 (Phase V) and A-3 (Phase VI) is Convertible Land. Subject to the rights of removal and relocation as provided in subparagraph Z hereinbelow, up to eight (8) units may be constructed in Phase V and up to 314 Units may be created in Phase VI. All portions of the Convertible Land shall be restricted to residential use, except as needed for utilities, roads, driveways, walkways, and similar appurtenances. The structures to be built on the Convertible Land will be generally compatible in quality and of construction, construction materials and architectural style with structures on other portions of the Submitted Land. Each Phase of the Convertible Land shall be improved with Units, roadways, driveways, parking areas, utility structures and appurtenances similar to those to be built on the Submitted Land. The Units to be created on the Convertible Land may not be identical to those created on the Submitted Land and will differ only with respect to the provision of full or partial basements or slabs, depending on topographical and site conditions.

The Declarant shall have the right in its sole discretion to create Limited Common Area within any portion of the Convertible Land, and/or designate Common Area of therein which may be subsequently assigned as Limited Common Area. No assurances are made as to the description of any Limited Common Area created on any such portion with regard to type, size or maximum number per residential structure.

S. Allocation of Percentage Interests. Each unit shall have the same undivided percentage interest in the Common Area, which interests shall be automatically adjusted as each Unit is substantially completed. From time to time, Declarant shall file an amendment to this Declaration reallocating the percentage interests



among the Units.

T. Rent Collection. The Association shall have all the powers and rights to obtain payment of common expenses or assessments from tenants as provided in Section 46-a of the Act, in its current form, or as it may hereafter be amended.

U. Liability for Common Expenses. Common expenses benefitting less than all the Units or the Limited Common Area pertaining to one or more Units, or caused by the conduct of less than all those entitled to occupy or use the same or by their licensees or invitees, shall be specially assessed against the Unit or Units involved. The foregoing shall not apply to routine repairs and maintenance furnished to all Units and Limited Common Areas as required by the Condominium Instruments and not caused by the negligent or wilful act of a Unit Owner or an occupant, tenant, licensee or invitee of an Owner.

V. Declarant's Obligation to Complete. The Declarant is under no obligation to complete any improvement shown on any Site Plan as "NOT YET BEGUN".

W. No Revocation or Partition. The Common Area shall remain undivided and no Unit Owner or any other person or entity shall bring any action for partition or division thereof, nor shall the Common Area be abandoned by act or omission, unless the Condominium is terminated pursuant to Section 34 of the Act.

X.. Invalidity. It is the intention of the Declarant that the Condominium Instruments are severable, so that if any provision, condition, covenant or restriction hereof shall be invalid or void under any applicable law or ordinance, the remainder shall be unaffected thereby. If any such provision is void, voidable or unenforceable at the time of recording hereof, the Declarant, for itself, its successors and assigns, whether as Declarant or Owner, covenant and agree to that any amendments or supplements to any such law or ordinance having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to the Condominium Instruments thereby validating the same as if originally incorporated therein.

Y. Waiver. No provision of the Condominium Instruments shall be deemed waived or abrogated by failure to enforce the same (except where a right is conditioned upon the giving of notice within a specified time), regardless of the number or character of breaches.

Z. Right to Relocate or Remove Units. The Declarant expressly reserves the right, in its sole discretion, to be exercised from time to time prior to the completion of any Unit(s) which may be removed or relocated pursuant to this subparagraph Z, by the recording of one or more amendments to the Condominium Instruments, to remove any such incomplete Unit(s) from the Condominium, or to relocate any such Unit(s) (and any

appurtenant Limited Common Area,) to (an) other location(s) within the Condominium; and, as appropriate to or required by such removal or relocation, to modify the design, layout and location of roads, walkways, driveways, utilities and similar improvements and appurtenances. Provided however, that the foregoing right of removal and relocation shall not result in the creation of more than 384 Units in the Condominium, any encroachment upon any completed Unit, or deprive any completed Unit of access or utility service.

### III. PROVISIONS FOR THE PROTECTION OF MORTGAGEES

Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages in Units of Granite Heights, A Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to the Federal National Mortgage Association (FNMA) under the laws and regulations applicable thereto, to wit:

7. Upon written request to the Association, identifying the name and address of the holder, insured or guarantor and the Unit number and address, any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:
  - (a) Any condemnation loss or casualty which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable.
  - (b) Any delinquency in the payment of assessments or charges owed by the owner of a unit subject to a first mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days.
  - (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
  - (d) Any proposed action which would require the consent of Eligible Mortgage Holders specified below in paragraph 2.
2. Eligible Mortgage Holders shall also have the following rights:
  - (a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans

and specifications, unless other action is approved by all Eligible Mortgage Holders.

- (b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of all Eligible Mortgage holders.
  - (c) No reallocation of interests in the Common Areas resulting from a condemnation or partial condemnation may be effected without the prior approval of all Eligible Holders holding mortgages on all remaining Units whether existing in whole or in part.
  - (d) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity becomes an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of the Owners of A Majority of Owners and the approval of all Eligible Mortgage Holders.
3. The consent of Eligible Mortgage Holders of Units to which 75% of the undivided interest in the Common Area pertain shall be required to:
- (a) terminate or abandon the Condominium; change the pro rata interest or obligations of any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or for determining the undivided percentage interest of each Unit, except in accordance with a change pursuant to a reallocation caused by the creation of additional Units.
  - (b) partition or subdivide any Unit
  - (c) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended and permitted use of the Condominium shall not be deemed a transfer within the meaning of this subparagraph;
  - (d) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or Common Area) other than for the repair, replacement, or reconstruction of such Condominium



property.

4. The consent of Eligible Mortgage Holders holding mortgages on Units to which fifty-one (51%) of the undivided interests in the Common Area pertain shall be required to add to or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:
  - (i) Voting;
  - (ii) Assessments, assessment liens or subordination of such liens;
  - (iii) Reserves for maintenance, repair and replacement of the Common Areas;
  - (iv) Insurance or fidelity bonds;
  - (v) Rights to use the Common Area;
  - (vi) Responsibility for maintenance and repair of the several portions of the project;
  - (vii) Except as otherwise reserved or provided for in the Condominium Instruments, expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to and from the Condominium;
  - (viii) Boundaries of any unit
  - (ix) The interests in the general or Limited Common Area;
  - (x) Convertibility of Units into Common Area or of Common Area into Units
  - (xi) Leasing of Units;
  - (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit
  - (xiii) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units shall be effective or valid without the written consent or approval of mortgagees holding mortgages on Units to which fifty one percent (51%) of the votes of Units which are subject to mortgages; provided, however, that a mortgage holder who received a written request to approve modifications or amendments that does not deliver or post a negative response within thirty (30) days of mailing of the request shall be deemed to have approved such request.

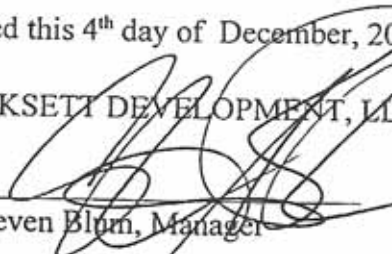
An addition or amendment shall not be considered material, if it is for the purpose of correcting technical errors, or for clarification only.

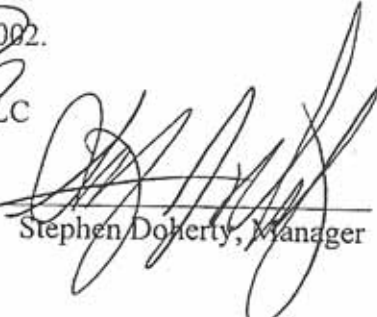
The Declarant reserves the right to unilaterally amend this Article III in order that its provisions will comply with the then current requirements of FNMA or any similar organization providing a secondary market for or otherwise purchasing mortgages secured by Units in the Condominium.


Signed this 4<sup>th</sup> day of December, 2002.

HOOKSETT DEVELOPMENT, LLC

By:

  
Steven Blum, Manager

  
Stephen Doherty, Manager

  
Mark Kalin, Manager

State of New Hampshire  
County of Merrimack

On this the 4<sup>th</sup> day of December, 2002, personally appeared before me, the undersigned officer, the within named, Steven Blum, Stephen Doherty, and Mark Kalin who acknowledged him/herself to be all the Managers of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in their capacities as Manager for the purposes therein contained.

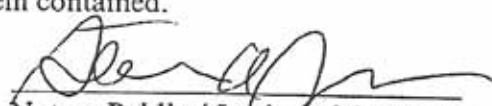
  
Notary Public / Justice of the Peace  
Steven A. Solomon (Name of Officer)  
My Commission Expires \_\_\_\_\_

Exhibit A

A certain parcel of land located east of Daniel Webster Highway in the Town of Hooksett, in the County of Merrimack and the State of New Hampshire bounded and described as follows:

Beginning at a point on the easterly side of U.S. Route 3, Daniel Webster Highway and at the southwesterly corner of land now or formerly of Maria Alicia Davila and being a westerly corner of the parcel hereinafter described; thence

N 81° 10' 34" E	a distance of three hundred sixty two and ninety one hundredths feet (362.91') to a point; thence
N 11° 42' 03" W	a distance of two hundred ninety eight and eighty eight hundredths feet (298.88') to a point; thence
N 06° 11' 50" W	a distance of one hundred ninety nine and fifty three hundredths feet (199.53') to a point; thence
N 06° 23' 46" W	a distance of one hundred ninety six and fifty three hundredths feet (196.53') to a point; thence
N 37° 57' 12" E	a distance of one hundred forty four and thirty hundredths feet (144.30') to a point; thence
S 51° 54' 26" E	a distance of one hundred forty eight and fifty eight hundredths feet (148.58') to a point; thence
N 38° 46' 15" E	a distance of ninety nine and sixty one hundredths feet (99.61') to a point; thence
S 51° 45' 25" E	a distance of five hundred fifty five and sixty two hundredths feet (555.62') to a point; thence
N 48° 01' 43" E	a distance of five hundred nine and four hundredths feet (509.04') to a point; thence
N 51° 10' 42" W	a distance of four hundred fifty six and ninety five hundredths feet (456.95') to a point; thence
N 49° 49' 48" W	a distance of one hundred sixty nine and seventy six hundredths feet (169.76') to a point; thence
N 54° 02' 00" E	a distance of four hundred ninety six and seventy nine hundredths feet (496.79') to a point; thence
S 52° 43' 06" E	a distance of one hundred forty two and no hundredths feet (142.00') to a point; thence
N 49° 26' 19" E	a distance of one hundred ninety and no hundredths feet (190.00') to a point; thence
S 34° 23' 26" E	a distance of one hundred and no hundredths feet (100.00') to a point; thence
N 44° 21' 23" E	a distance of one hundred twenty six and no hundredths feet (126.00') to a point; thence
N 28° 44' 14" E	a distance of one hundred twenty five and no hundredths feet (125.00') to a point; thence
N 15° 44' 14" E	a distance of seventy five and no hundredths feet (75.00') to a point; thence
N 09° 44' 14" E	a distance of eighty five and no hundredths feet (85.00') to a point; thence
S 62° 15' 46" E	a distance of one thousand fifty one and ninety three hundredths feet (1051.93') to a point; thence
S 07° 40' 09" E	a distance of four hundred ninety five and no hundredths feet (495.00') to a point; thence



S 07°48'15" E	a distance of one thousand three hundred forty and two hundredths feet (1340.02') to a point; thence
S 00°38'00" E	a distance of twenty five and seventy eight hundredths feet (25.78') to a point; thence
S 76°31'36" E	a distance of two thousand six hundred seventeen and ninety four hundredths feet (2617.94') to a point; thence
N 02°40'54" W	a distance of one thousand four hundred thirty four and seventy four hundredths feet (1434.74') to a point; thence
S 76°19'25" E	a distance of one thousand five hundred sixty six and no hundredths feet (1566.00') to a point; thence
S 01°53'40" E	a distance of one thousand four hundred twenty three and forty three hundredths feet (1423.43') to a point; thence
S 17°35'53" W	a distance of eight hundred ninety eight and eighty six hundredths feet (898.86') to a point; thence
S 17°32'53" W	a distance of nine hundred ninety five and three hundredths feet (995.03') to a point; thence
S 17°27'57" W	a distance of eight hundred fifty and six hundredths feet (850.06') to a point; thence
N 77°09'39" W	a distance of one thousand three hundred eighty one and thirty four hundredths feet (1381.34') to a point; thence
N 18°25'41" W	a distance of two hundred ninety five and forty seven hundredths feet (295.47') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of six hundred thirty five and no hundredths feet (635.00'), a length of two hundred ninety two and seventy two hundredths feet (292.72') to a point; thence
N 44°50'24" W	a distance of four hundred nine and seven hundredths feet (409.07') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of nine hundred fifteen and no hundredths feet (915.00'), a length of three hundred ten and twenty six hundredths feet (310.26') to a point; thence
N 25°24'43" W	a distance of one hundred ninety six and eighty five hundredths feet (196.85') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of one thousand five hundred seventy five and no hundredths feet (1575.00'), a length of two hundred ninety seven and fifty nine hundredths feet (297.59') to a point; thence
N 36°14'16" W	a distance of two hundred twenty one and sixty two hundredths feet (221.62') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of one thousand forty five and no hundredths feet (1045.00'), a length of three hundred seven and ninety five hundredths feet (307.95') to a point; thence
N 19°21'13" W	a distance of one hundred ninety nine and seventy five hundredths feet (199.75') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of thirty and no hundredths feet (30.00'), a length of forty seven and ninety two hundredths feet (47.92') to a point; thence
S 69°07'52" W	a distance of seven and thirty two hundredths feet (7.32') to a point; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of two thousand twenty five and no hundredths feet (2025.00'), a length of one hundred seventy nine and sixty six hundredths feet (179.66') to a point;

thence  
 S 74° 12' 51" W a distance of three hundred seventy six and ninety two hundredths feet (376.92') to a point; thence  
 N 00° 11' 39" E a distance of fifty two and one hundredths feet (52.01') to a point; thence  
 N 74° 12' 51" E a distance of three hundred sixty two and sixty one hundredths feet (362.61') to a point; thence  
 Northeasterly and curving to the left along the arc of a curve having a radius of one thousand nine hundred seventy five and no hundredths feet (1975.00'), a length of one hundred seventy five and twenty one hundredths feet (175.21') to a point; thence  
 N 69° 07' 52" E a distance of eight and thirty one hundredths feet (8.31') to a point; thence  
 Northeasterly and curving to the left along the arc of a curve having a radius of thirty and no hundredths feet (30.00'), a length of forty seven and ninety one hundredths feet (47.91') to a point; thence  
 Northwesterly and curving to the left along the arc of a curve having a radius of one thousand four hundred fifteen and no hundredths feet (1415.00'), a length of six hundred eleven and thirty three hundredths feet (611.33') to a point; thence  
 N 47° 07' 44" W a distance of two hundred sixty eight and eleven hundredths feet (268.11') to a point; thence  
 S 00° 38' 00" E a distance of three hundred sixty and ninety five hundredths feet (360.95') to a point; thence  
 N 79° 06' 52" W a distance of nine hundred seventy nine and sixty eight hundredths feet (979.68') to a point; thence  
 S 75° 50' 06" W a distance of nine hundred seventy seven and seven hundredths feet (977.07') to a point; thence  
 S 76° 01' 15" W a distance of three hundred thirty eight and ninety five hundredths feet (338.95') to a point; thence  
 N 13° 50' 54" W a distance of one thousand three hundred forty two and fifty nine hundredths feet (1342.59') to a point; thence  
 S 81° 14' 15" W a distance of three hundred sixty two and thirty eight hundredths feet (362.38') to a point; thence  
 N 11° 34' 03" W a distance of ninety nine and fifty six hundredths feet (99.56') to the point of beginning.

Exhibit B - Withdrawable Land

A certain parcel of land located northeast of Daniel Webster in the Town of Hooksett, in the County of Merrimack and the State of New Hampshire bounded and described as follows:

Beginning at a point on the northeasterly corner of land owned now or formerly of Granite Hill Associates at land owned now or formerly of Manchester Sand and Gravel and being the south corner of the parcel hereinafter described; thence

N 77° 09' 39" W	a distance of one thousand three hundred eighty one and thirty four hundredths feet (1381.34') to a point; thence
N 18° 25' 41" W	a distance of two hundred ninety five and forty seven hundredths feet (295.47') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of six hundred thirty five and no hundredths feet (635.00'), a length of two hundred ninety two and seventy two hundredths feet (292.72') to a point; thence
N 44° 50' 24" W	a distance of four hundred nine and seven hundredths feet (409.07') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of nine hundred fifteen and no hundredths feet (915.00'), a length of three hundred ten and twenty six hundredths feet (310.26') to a point; thence
N 25° 24' 43" W	a distance of one hundred ninety six and eighty five hundredths feet (196.85') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of one thousand five hundred seventy five and no hundredths feet (1575.00'), a length of two hundred ninety seven and fifty nine hundredths feet (297.59') to a point; thence
N 36° 14' 16" W	a distance of two hundred twenty one and sixty two hundredths feet (221.62') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of one thousand forty five and no hundredths feet (1045.00'), a length of three hundred seven and ninety four hundredths feet (307.94') to a point; thence
N 19° 21' 13" W	a distance of one hundred ninety nine and seventy five hundredths feet (199.75') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of thirty and no hundredths feet (30.00'), a length of forty seven and ninety two hundredths feet (47.92') to a point; thence
N 69° 07' 52" E	a distance of eighty and eighty two hundredths feet (80.82') to a point; thence
N 19° 22' 24" W	a distance of four and eighty five hundredths feet (4.84') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of one thousand four hundred sixty five and no hundredths feet (1465.00'), a length of seven hundred ten and nineteen hundredths feet (710.19') to a point; thence
N 47° 07' 44" W	a distance of three hundred fifteen and fifty seven hundredths feet (315.57') to a point; thence
N 00° 38' 00" W	a distance of two hundred eighty three and twenty six hundredths feet (283.26') to a point; thence



S 76°31'36" E	a distance of two thousand six hundred seventeen and ninety four hundredths feet (2617.94') to a point; thence
N 02°40'54" W	a distance of one thousand four hundred thirty four and seventy four hundredths feet (1434.74') to a point; thence
S 76°19'25" E	a distance of one thousand five hundred sixty six and no hundredths feet (1566.00') to a point; thence
S 01°53'40" E	a distance of one thousand four hundred twenty three and forty three hundredths feet (1423.43') to a point; thence
S 17°35'53" W	a distance of eight hundred ninety eight and eighty six hundredths feet (898.86') to a point; thence
S 17°32'53" W	a distance of nine hundred ninety five and three hundredths feet (995.03') to a point; thence
S 17°27'57" W	a distance of eight hundred fifty and six hundredths feet (850.06') to the point of beginning.

✓ Return to:  
Steven Solomon  
PO Box 516, Manchester, NH 03104

Doc# 505403  
Book: 2496  
Pages: 960 - 964  
Filed & Recorded  
05/01/2003 12:15:16 PM  
KATHI L. BURY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 26.00  
SURCHARGE \$ 2.00  
POSTAGE \$ 0.37

Book 2496 Page 960

MCRD

26.37  
2-

**FIRST AMENDED DECLARATION OF CONDOMINIUM**  
**GRANITE HEIGHTS, A CONDOMINIUM**

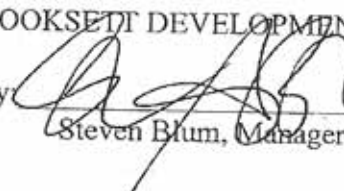
Now Comes Hooksett Development, LLC d/b/a Granite Heights, Declarant under that certain Declaration of Condominium for Granite Heights, A Condominium, recorded December 9, 2002 in Book 2435, Page 326, Merrimack County Registry of Deeds (the "Declaration") and amends the Declaration as follows:

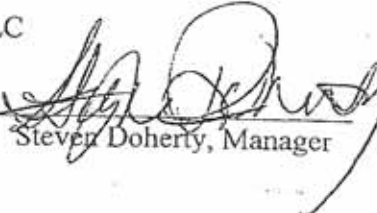
1. Section II (P) of the Declaration is amended by adding the following to the end of said section: "The Declarant may exercise its option to so contract the Condominium at any time prior to seven (7) years from the recording of the Declaration.
2. Attached hereto are Exhibits A-2 and A-3 to the Declaration which were mistakenly omitted when the Declaration was recorded.
3. The balance of the Declaration remains unamended and in full force and effect.


Signed this 27<sup>th</sup> day of April, 2003

HOOKSETT DEVELOPMENT, LLC

By

  
Steven Blum, Manager

  
Steven Doherty, Manager

  
Mark Kalin, Manager

State of Massachusetts  
County of Norfolk

On this the 28<sup>th</sup> day of April, 2003, personally appeared before me, the undersigned officer, the within named, Steven Blum, Steven Doherty, and Mark Kalin who acknowledged him/herself to be all the Managers of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in their capacities as Manager for the purposes therein contained.

Claudia M. Campbell

Notary Public / Justice of the Peace

(Name of Officer)

My Commission Expires 3.11.05

CLAUDIA M. CAMPBELL  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires March 11, 2005





Return to:  
Steven Solomon  
PO Box 516, Manchester, NH 03104

Doc# 560489  
Book: 2654  
Pages: 1178 - 1179  
Filed & Recorded  
05/11/2004 02:42:32 PM  
KATHI L. GARY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 14.00  
SURCHARGE \$ 2.00  
POSTAGE \$ 0.37

Book 2654 Page 1178

14.37  
2-

**SECOND AMENDED DECLARATION OF CONDOMINIUM**  
**GRANITE HEIGHTS, A CONDOMINIUM**

Now Comes Hooksett Development, LLC d/b/a Granite Heights, Declarant under that certain Declaration of Condominium for Granite Heights, A Condominium, recorded December 9, 2002 in Book 2435, Page 326, Merrimack County Registry of Deeds (the "Declaration"), as amended, and further amends the Declaration as follows:


1. The Declaration is further amended to convert that portion of the convertible land shown on the Third Amended Site Plan of the Condominium, recorded herewith, into Units numbered 57-112, inclusive; together with such limited common areas appurtenant to each unit as shown on said Site Plan and on the floor plans therefor, also recorded herewith.
2. The undivided interests in the common area of the Condominium are hereby reallocated so that each Unit existing after the conversion effected hereby and the by the recording of the above referenced plans shall have an equal undivided interest in said common area.
3. The balance of the Declaration remains unamended and in full force and effect.


Signed this 6<sup>th</sup> day of May, 2004

HOOKSETT DEVELOPMENT, LLC

By:

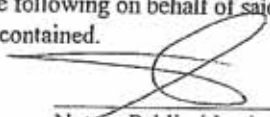
  
Steven Blum, Manager

  
Richard K. Elliott, Manager

  
Mark Kalin, Manager

State of MA  
County of M. Meren

On this the 6<sup>th</sup> day of May, 2004, personally appeared before me, the undersigned officer, the within named, Steven Blum, Richard K. Elliott, and Mark Kalin who acknowledged him/herself to be all the Managers of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in their capacities as Manager for the purposes therein contained.

  
Notary Public / Justice of the Peace  
Stephen J. Lentine (Name of Officer)  
My Commission Expires 8/14/09



MERRIMACK COUNTY RECORDS

Kath: L. Gray, CPO, Register

Doc# 574088  
Book: 2692  
Pages: 757 - 758  
Filed & Recorded  
08/18/2004 03:38:24 PM  
KATHI L. GUY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 14.00  
SURCHARGE \$ 2.00  
POSTAGE \$ 0.37

Book 2692 Page 757

Return to:  
Steven Solomon  
PO Box 516, Manchester, NH 03104

THIRD AMENDED

DECLARATION OF CONDOMINIUM  
GRANITE HEIGHTS, A CONDOMINIUM

Now Comes Hooksett Development, LLC d/b/a Granite Heights, Declarant under that certain Declaration of Condominium for Granite Heights, A Condominium, recorded December 9, 2002 in Book 2435, Page 326, Merrimack County Registry of Deeds (the "Declaration"), as amended, and further amends the Declaration as follows:

1. The Declaration is further amended to convert that portion of the convertible land shown on the Fourth Amended Site Plan of the Condominium, recorded herewith, into Units numbered 113-120, inclusive; together with such limited common areas appurtenant to each unit as shown on said Site Plan and on the floor plans therefor, also recorded herewith.
2. The undivided interests in the common area of the Condominium are hereby reallocated so that each Unit existing after the conversion effected hereby and the by the recording of the above referenced plans shall have an equal undivided interest in said common area.
3. The balance of the Declaration remains unamended and in full force and effect.

Signed this 10<sup>th</sup> day of August, 2004

HOOKSETT DEVELOPMENT, LLC

By:   
MANAGER



Steven Blum, Manager

State of Massachusetts  
County of Norfolk

On this the      day of August , 2004, personally appeared before me, the undersigned officer, the within named, Steven Blum, who acknowledged himself to be all a Manager of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in his capacity as Manager for the purposes therein contained.

Claudia M. Campbell  
Notary Public / Justice of the Peace  
Claudia M. Campbell (Name of Officer)  
My Commission Expires 3.11.05

CLA M. CAMPBELL  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires March 11, 2005



MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Doc# 596371  
Book: 2754  
Pages: 1708 - 1709  
Filed & Recorded  
03/08/2005 4:21PM  
KATHI L. GUAY, CPO, REGISTER

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copy  
Return to:  
Steven Solomon  
PO Box 516, Manchester, NH 03104

MERRIMACK COUNTY REGISTRY OF DEEDS		
RECORDING	\$	14.00
SURCHARGE	\$	2.00
POSTAGE	\$	0.37

Book 2754 Page 1708

**FOURTH AMENDED DECLARATION OF CONDOMINIUM**  
**GRANITE HEIGHTS, A CONDOMINIUM**

\_\_\_\_ Now Comes Hooksett Development, LLC d/b/a Granite Heights, Declarant under that certain Declaration of Condominium for Granite Heights, A Condominium, recorded December 9, 2002 in Book 2435, Page 326, Merrimack County Registry of Deeds (the "Declaration"), as amended, and further amends the Declaration as follows:

1. The Declaration is further amended to convert that portion of the convertible land shown on the Fourth Amended Site Plan of the Condominium, recorded as Plan #17008, into Units numbered 41-56, inclusive; together with such limited common areas appurtenant to each unit as shown on said Site Plan and on the floor plans therefor.
2. The undivided interests in the common area of the Condominium are hereby reallocated so that each Unit existing after the conversion effected hereby and the by the recording of the above referenced plans shall have an equal undivided interest in said common area.
3. The balance of the Declaration remains unamended and in full force and effect.

Signed this 8<sup>TH</sup> day of March, 2005

HOOKSETT DEVELOPMENT, LLC

By: SA Blum  
Steven Blum, Manager

State of MASSACHUSETTS  
County of NORFOLK

On this the 8<sup>TH</sup> day of March, 2005, personally appeared before me, the undersigned officer, the within named Steven Blum, who acknowledged himself to be a Manager of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in his capacity as Manager for the purposes therein contained.

Eliot M Van Dam  
Notary Public / Justice of the Peace  
(Name of Officer)

My Commission Expires MARCH 19, 2010

ELIOT M VAN DAM

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register



Doc# 600347  
Book: 2765  
Pages: 1798 - 1799  
Filed & Recorded  
04/15/2005 10:30AM  
KATHI L. GUAY, CPO, REGISTER

89998  
Return to:  
Steven Solomon  
PO Box 516, Manchester, NH 03104

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 14.00  
SURCHARGE \$ 2.00  
COPIES \$ 1.00  
POSTAGE \$ 0.37

Book 2765 Page 1798

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**FIFTH AMENDED DECLARATION OF CONDOMINIUM**  
**GRANITE HEIGHTS, A CONDOMINIUM**

Now Comes Hooksett Development, LLC d/b/a Granite Heights, Declarant under that certain Declaration of Condominium for Granite Heights, A Condominium, recorded December 9, 2002 in Book 2435, Page 326, Merrimack County Registry of Deeds (the "Declaration"), as amended, and further amends the Declaration as follows:

1. The Declaration is further amended to convert that portion of the convertible land shown on the Fifth Amended Site Plan to be recorded herewith into Units numbered 121-152, inclusive; together with such limited common areas appurtenant to each unit as shown on said Site Plan and on the floor plans therefor.
2. The undivided interests in the common area of the Condominium are hereby reallocated so that each Unit existing after the conversion effected hereby and the by the recording of the above referenced plans shall have an equal undivided interest in said common area.
3. The balance of the Declaration remains unamended and in full force and effect.

Signed this 13<sup>th</sup> day of April, 2005

HOOKSETT DEVELOPMENT, LLC

By: 

Steven Blum, Manager

State of MASSACHUSETTS  
County of MIDDLESEX

On this the 13<sup>TH</sup> day of April, 2005, personally appeared before me, the undersigned officer, the within named Steven Blum, who acknowledged himself to be a Manager of Hooksett Development, LLC, a limited liability company, and that being authorized so to do, executed the following on behalf of said company in his capacity as Manager for the purposes therein contained.

Elvis M. Van Dam  
(Notary Public) ~~Justice of the Peace~~  
Elvis M. Van Dam (Name of Officer)  
My Commission Expires MARCH 19, 2010

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Doc# 484248  
Book: 2435  
Pages: 326 - 371  
Filed & Recorded  
12/09/2002 12:30:43 PM  
KATHI L. GUAY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS  
RECORDING \$ 190.00  
SURCHARGE \$ 2.00  
POSTAGE \$ 1.98

Book 2435 Page 326

DECLARATION OF CONDOMINIUM

GRANITE HEIGHTS, A CONDOMINIUM

WHEREAS, Hooksett Development, LLC, a Delaware Limited Liability Company, with an office at 30 Seaver Street, Wellesley, MA 02481, d/b/a Granite Heights, ("Declarant"), desires to establish a condominium to be called **GRANITE HEIGHTS, A CONDOMINIUM**.

NOW THEREFORE, the following is hereby declared

1. This Declaration made this 4<sup>th</sup> day of December, 2002, shall become effective as of the date of recording.
2. The Declarant is the sole owner of the land described herein and the improvements thereon by virtue of a deed dated December 10, 2001, from Land Acquisition, LLC, recorded in the Merrimack County Registry of Deeds in Book 2322, Page 0176, the Corrective Deed from Land Acquisition, LLC et al dated December 4, 2002 and to be recorded herewith in said Registry; the deed of John B. DiBitetto to Declarant dated December 10, 2001 and recorded in the Registry in Book 2311, Page 195, and the deed to water tower from Michael J. DiBitetto to Declarant dated December 10, 2001 and recorded in the Registry in Book 2322, Page 197.
3. The Declarant hereby submits the land described in Exhibit A hereto (the "Land") and the improvements now or hereafter constructed thereon and the easements appurtenant thereto to the condominium form of ownership and use, in the manner provided by NH RSA 356-B, subject to the terms of this Declaration in its present form and as it may hereafter be amended..