

BRADFORD WOODS CONDOMINIUM

DECLARATION

Bradford Woods, Inc. a New Hampshire corporation, with an address at 14 Northbridge Business Center, Nashua, County of Hillsborough and State of New Hampshire (hereinafter with its successors and assigns who come to stand in the same relation to the Condominium as their predecessors, called the "Declarant"), does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Merrimack, Hillsborough County, New Hampshire, and more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said Exhibit A, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium in such property.
2. Definitions. As provided in Section 12 I of the Condominium Act, capitalized terms not otherwise defined herein, or in the By-Laws attached hereto as Exhibit B, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.
 - (a) "By-Laws" means the By-Laws providing for the self-government of the Condominium attached hereto, as amended from time to time.
 - (b) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes the Limited Common Area.
 - (c) "Condominium" means the Bradford Woods Condominium, the condominium established by this Declaration.
 - (d) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.
 - (e) "Convertible Land" means the building site which is a portion of the Common Area, within which additional units and/or a Limited Common Area may be created, and more particularly described in Exhibit C attached hereto.
 - (f) "Land" shall have the meaning set forth hereinabove.
 - (g) "Majority of the Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Unit Owners' Association appertain. Any specified percentage of

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the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(h) "Owner" or "Unit Owner" means any Person or Persons who holds or hold fee simple title to a Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(i) "Percentage Interest" or "Undivided Percentage Interest" means the percentage undivided interest of each Unit in the Common Area as set forth in Section 3(h) of this Declaration.

(j) "Property" means the land and the buildings and all other improvements heretofore or hereafter constructed thereon and all easements, rights and appurtenances thereto and all articles of personal property intended for common use in connection therewith.

(k) "Registry" means the Hillsborough County Registry of Deeds.

(l) "Rules" means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium, provided they are not in conflict with the Condominium Act, the Declaration or the By-Laws.

(m) "Site Plan and Floor Plans" or "Plans" means the plat of the entire property described in this Declaration and all floor plans relative thereto, recorded simultaneously herewith or recorded subsequently pursuant to Section 20 III or Section 21 of the Condominium Act.

(n) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof. Provided, however, that "Unit" shall not include any unit to be constructed on Convertible Land until a conversion has occurred.

(o) "Unit Owners' Association", "Bradford Woods Condominium Association" or "Association" means all of the Owners acting as a group in accordance with this Declaration and/or the By-Laws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of Section 16 of the Condominium Act:

(a) Name. The name of the Condominium is the "Bradford Woods Condominium."

(b) Location. The Condominium is located in the Town of Merrimack, Hillsborough County, New Hampshire.

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(c) Description of Land. A legal description by metes and bounds of the Land submitted to the Condominium is contained in Exhibit A.

(d) Description of Units.

(i) Buildings. The Condominium includes five (5) residential buildings each of which contains a total of four (4) units for a total of twenty (20) units, all of which have been or will be constructed on the land. There shall be one, one (1) bedroom unit, fifteen, two (2) bedroom units and four, three (3) bedroom units. The location and dimensions of the residential buildings containing the aforesaid Units are shown on the Plans of the Condominium. The buildings are or will be of wood frame construction and are or will be built on poured cement foundation or slab.

(ii) 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 parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Exhibit D is a list of the Units, their respective identifying numbers or Unit designations, locations (all as shown more fully on the Plans) and the Limited Common Area appurtenant thereto.

(iii) Unit Boundaries. The boundaries of each Unit with respect to floor, ceiling and the walls, doors and windows thereof are as follows:

Floor: The unfinished interior surface of the floor.

Ceiling: The unfinished interior surface of the ceiling.

Perimeter Walls and Door Frames: The unfinished interior surface thereof.

Windows and Doors: As to entrance doors, the unfinished exterior surface thereof; and as to windows and window frames, the exterior surface of the glass and the unfinished interior surface of the window frames.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said

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boundaries, except any Common Area specifically described in Paragraph 3(e) hereinbelow which may be located therein. The finished interior surfaces of the perimeter walls, door frames, floor and ceiling of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of each Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit and shall also be deemed to own the window glass and glass vents of his Unit, the screens on the doors and windows of his Unit (which shall be each owner's responsibility to keep in good repair), the entrance doors (to the unfinished exterior surface thereof), any glass doors connecting his Unit with Limited Common Area reserved for his Unit and the sinks, bathtubs and other plumbing facilities, refrigerator, stove and other appliances located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits or other public utility lines, ventilation or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include any patios serving the Units, which patios shall be Limited Common Area.

(e) Description of Common Area and Limited Common Area.

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

the Land and the walks, shrubbery and other plantings, interior roads, parking areas and other land and interests in land included and described in Exhibit A hereto;

the water supply, sewage disposal, electrical, telephone 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 the utility service (but not including any portions thereof contained within and servicing a single Unit);

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the pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located;

the roofs, foundations, columns and supports of the residential buildings, the perimeter walls, ceiling and floors bounding each Unit to the unfinished interior surfaces thereof and other walls which are not within a Unit;

the attics, patios and parking spaces appurtenant to the Units and any stairs, stairwells, walks and stairway landings which are not within a Unit; any other amenities constructed or to be constructed on the Land; and

all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use;

those common areas contiguous to the Units, but not exceeding ten (10) feet in distance from the buildings, may be subsequently assigned by amendment to this Declaration and the execution of the amendment by the appropriate officer of the Unit Owners' Association and the Unit Owner(s) of the Unit concerned as provided in RSA 356-B:19.

(ii) Limited Common Area. The patios and attached sheds serving the Units are Limited Common Area, each patio and shed being reserved for the exclusive use of the Unit to which it is adjacent. Further designations, if necessary, of the aforementioned Limited Common Area or of any other Limited Common area are shown on the Plans and in Exhibit D attached hereto. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit or Units which it serves.

(iii) Use. The use of the Common Area shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence and to his guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and Limited Common Area, shall be governed by the By-Laws and the Rules as adopted and amended from time to time by the Board of Directors.

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(f) Use of Convertible Land.

(i) Description of Convertible Land. A legal description by metes and bounds of the Convertible Land within the Condominium is contained in Exhibit C.

(ii) Number of Units. The maximum number of units that may be created within such Convertible Land is one hundred eighty-two (182) units, as may be approved under site plan review by the Town of Merrimack Planning Board in accordance with the zoning and subdivision regulations of the Town of Merrimack.

(iii) Residential Use. The Convertible Land shall be used for building of Units, and each such Unit shall be occupied and used only for residential purposes as described below in subparagraph 3(i)(i).

(iv) Structures Compatible. The structures which will be built on the Convertible Land will be compatible with the structures on other portions of the Condominium in terms of quality of construction, the principal materials to be used, and architectural style, and will be substantially identical to the Units on the other portions of the Condominium.

(v) Other Improvements. Certain other improvements including roads, parking facilities, utility services, waste removal facilities, landscaping and like improvements which are incidental to the commercial use of the Convertible Land may be created on any convertible land.

(vi) Limited Common Areas. The declarant reserves the right to create Limited Common Areas within the Convertible Land as shown on the Plans.

(vii) Limitations on Options. There are no limitations on the option to convert except as provided in this Section 3 or in the Condominium Act, limiting said time period for conversion to five (5) years from the date of recording of this instrument. No consent of any unit owner or mortgagee of a unit owner shall be required in connection with the exercise of such option.

(viii) Portions of Convertible Land. Portions of the Convertible Land may be converted at different times, in any order, subject only to the limitations provided in this Section 3 or in the Condominium Act.

(ix) Financing of Construction. The declarant reserves the right to mortgage or cause a deed of trust to be placed on any portion of the Convertible Land, which has not heretofore been converted, for

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the purpose of financing construction thereon, and, until discharged, any such mortgage or deed of trust shall have priority over the interest of the unit owners in such portion of the Convertible Land.

(g) Reassignment of Limited Common Area. Limited Common Area may be reassigned pursuant to Section 19 of the Condominium Act.

(h) Allocation of Percentage Interests. Allocation of Undivided Percentage Interests in the Common Area is equal as to each Unit. Upon conversions of the Convertible Land as permitted herein, the declarant, in compliance with Section 18, II of the Condominium Act, shall execute and record an amendment to this Declaration reallocating the Undivided Percentage Interest in the Common Areas equally among the total Units in the Condominium after such a conversion.

(i) Statement of Purposes and Restrictions of Use. The Condominium and each of the Units are primarily intended for residential use and the following provisions, together with the provisions of the By-Laws and the Rules, are in furtherance of this purpose:

(i) Residential Use. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants, guests, invitees or licensees of the Owner, except for such limited professional use as the Board of Directors, upon application of the Owner, from time to time, may authorize as not being incompatible with the residential character of the Condominium. This restriction shall not be construed to prohibit Owners from leasing their Unit so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof and rules and regulations adopted by the Board. Under no circumstances shall the use of any unit be contrary to the Zoning Ordinance and Building Code of the Town of Merrimack.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and conveyed. Declarant and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction of both Units and Common Area and such sale and conveyance, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes and the right to store

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materials, the maintenance of a sales office and a rental office, the showing of property and the displaying of signs, subject to the Zoning Ordinance and Subdivision Regulations of the Town of Merrimack. The Declarant is fully obligated to complete any building containing residential units on any portion of the Land. In addition, the Declarant and its duly authorized agents, representatives and employees shall have the right to use any and all unsold and unconveyed Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(iii) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling 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.

(iv) Occupancy Limitation. No unit in any building shall be leased, sold or occupied until the owner thereof shall have received an occupancy permit for that said unit in accordance with the Zoning Ordinance and Building Code of the Town of Merrimack. Prior to lease, sale or occupancy of any one unit within a building containing multiple units, all such units shall be constructed to the point that all interior walls and partitions are covered by sheetrock; the floors shall be in condition ready for tiling, linoleum, carpeting or other finish flooring; and all plumbing and electrical wiring shall be complete except for the installation of finished fixtures. Without the consent of the Board of Directors, no Unit shall be occupied by more than four (4) persons who are not related by blood, marriage or legal adoption to some other occupant of said Unit, subject to the rules, regulations and ordinances of the Town of Merrimack and further subject to the laws of the State of New Hampshire.

(v) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to

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an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(vi) Owners Subject to Declaration, By-Laws and Rules and Regulations. All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Property in any manner, are subject to the provisions of this Declaration, the By-laws and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

The Declaration and By-Laws, the Rules to be adopted by the Board of Directors and the decisions and resolutions of the Board of Directors, or its representatives, as lawfully amended from time to time, all contain, or will contain certain, restrictions as to use of the Units or other parts of the Condominium. Each owner shall comply therewith and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. In the event that the Board of Directors does not vote to take action as described herein, each Unit Owner shall be entitled to bring a private action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity by the Association shall be authorized by resolution of the Board of Directors and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorneys' fees, all as more particularly set forth in Article XII of the By-Laws.

(vii) Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of this Declaration, including, without limitation, Paragraph 4

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hereof, the By-Laws and the Condominium Act, each Unit Owner shall have an easement in common with the other Unit Owner for ingress and egress through and use and enjoyment of all Common Area. Each Unit shall be subject to an easement for ingress and egress through and use and enjoyment of all Common Area by persons lawfully using or entitled to the same.

(viii) Property Subject to Covenants, Easements and Restrictions of Record. The submission of the Property is subject to all covenants, conditions, easements and restrictions of record, including, without limitation, those which are set forth or referred to in Exhibit A.

(ix) Reservation of Utility Easements. The Declarant reserves in behalf of itself, its successors and assigns perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with operation of the Condominium, including water, sewage disposal, telephone, gas and electrical systems, all for the benefit of the respective Owners of the Condominium, as the case may be, which reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services.

(x) Reservation of Easement to Facilitate Conversion. The Declarant reserves in behalf of itself, its successors and assigns, an easement over and on the Common Areas for the purpose of making improvements on the Convertible Land and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(xi) Easement Relating to Withdrawable Land. The Declarant hereby expressly reserves a transferable easement over and on the Common Area for ingress to and egress from land which may hereafter be withdrawn from the Condominium by the Declarant. Such right of ingress to and egress from the withdrawn land shall extend, but not be limited, to its employees, other agents, its independent contractors, and purchasers of interests in any such withdrawn land. However, to the extent that damage is inflicted on any part of the Condominium by any person utilizing such easement, the person so causing the same shall be liable for the prompt repair thereof and for the restoration of the same to a condition compatible with the remainder of the Condominium. Additionally, all owners of an interest in such withdrawn land shall be liable for a pro rata share of the costs of maintenance and repair to the Condominium associated with the use of such easements.

(j) Determination of Action Following Casualty Damage.

In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors 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 adjust all claims arising under such policy or otherwise resulting from such damage and to execute and deliver releases upon the payment of claims.

4. Relocation of Unit Boundaries and Subdivision of Units.

Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with the provisions thereof in Sections 31 and 32 of the Condominium Act, the provisions of this Declaration and the By-Laws and the provisions of any applicable governmental law, ordinance or regulation.

5. Conversion of Convertible Land. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to create additional units or Limited Common Area, or both, on all or any part of each of the Convertible Land, which right shall be affected by amendments to this Declaration executed by Declarant alone in the manner provided by Section 23 of the Condominium Act, and which right shall be subject to terms in paragraph 3f of the Declaration.

6. Contraction of Condominium.

(a) Option to Contract. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to contract the Condominium by withdrawing all or any portion of the Withdrawable Land from the Condominium. This right shall be effected by amendment to this Declaration, executed by Declarant alone, in the manner provided by Section 26, of the Condominium Act.

(b) Limitations on Option. No consent of any Unit Owner of mortgagee of a Unit Owner shall be required in connection with the exercise of such option.

(c) Time Limit. The option to contract may be exercised from time to time by the Declarant in one or more increments but only upon the execution by it of an amendment to this Declaration which shall be filed for record at the Hillsborough County Registry of Deeds not later than seven (7) years from the date of recording hereof. In the event this option is not exercised within the time period specified, or in the event that it shall be sooner waived by the Declarant by a written instrument recorded at said

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Registry, it shall in all respects expire and be of no further force and effect.

(d) Legal Description. A legal description by metes and bounds of all land that may be withdrawn from the Condominium is attached hereto as Appendix C-1.

(e) Portions of Withdrawable Land. The tract of land described in said Appendix C-1 shall constitute the Withdrawable Land which may be withdrawn from the Condominium.

(f) Non-Contractable Land. A legal description by metes and bounds of all of the submitted land to which the option to contract the condominium does not extend is attached hereto as Appendix C-2.

7. Amendment of Declaration. Except as otherwise provided in the Condominium Act and in this Declaration and specifically as provided in Section 3(f)(vii), 3(f)(viii), and Section 9 herein, and By-Laws, this Declaration and By-Laws may be amended by agreement of at least sixty-seven percent (67%) of the Owners, provided, however, that (i) any such amendment shall be executed by such sixty-seven percent (67%) of the Owners or by the President and Treasurer of the Association accompanied by a certification of vote of the Clerk; (ii) evidence of such amendment shall be duly recorded at said Registry pursuant to Section 34 IV of the Condominium Act; (iii) so long as the Declarant owns one (1) or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition of such Unit(s); (iv) no such amendment shall be contrary to the provisions of the Condominium Act; (v) no such amendment shall affect any rights reserved to the Declarant herein or in the By-Laws without the written consent of the Declarant; (vi) any amendment of material nature as defined in Section 402.02 of FNMA Lending documents dated January 3, 1983, a copy of which is attached hereto as Exhibit E and made a part hereof, shall have been approved in writing by fifty-one percent (51%) of the mortgagee or mortgagees holding first mortgages on Units; and (vii) any such amendment shall not be contrary to any provisions of the Town of Merrimack Zoning Ordinance and Building Code or Subdivision Regulations.

8. FHLMC, FNMA and FHA Compliance. 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 of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA) and to the Federal Housing Administration (FHA) under laws and regulations applicable thereto and until such time thereafter as amended in accordance with Paragraph 7 hereinabove, to wit:

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(a) A first mortgagee of a Unit in the Condominium shall, at the request of such mortgagee, be entitled to written notification from the Directors of any proposed amendment to this Declaration or the By-Laws ten (10) days in advance of any meeting of the Association to consider said amendment and any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the By-Laws which is not cured within sixty (60) days; provided notice by owner has been given in accordance with paragraph 8(g) of the Declaration.

(b) Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

(c) Except as provided in Chapter 356-B in case of condemnation or substantial loss to the Units and/or Common Area, unless at least fifty-one percent (51%) of the first mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium project; (ii) change the Percentage Interests or obligations to any Unit for purposes of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, 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 use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause; (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of such Property; and (vi) amend, modify or otherwise change in a material fashion as defined in Section 7 (vi) above any rights or obligations of the mortgagee under this Declaration or the By-Laws.

(d) First mortgagees of Units shall have the right to examine the books and records of the Association.

(e) An adequate reserve fund for maintenance, repairs and replacements of any Common Area which must be replaced on a periodic basis shall be established by the Association and shall be funded by regular monthly payments.

(f) No provision of any Deed or of this Declaration, the By-Laws or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a making of,

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Units and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board of Directors of the Association, as trustees for the Owners and their mortgagees, pursuant to Sections 1(a), 1(b) and 3(a) of Article VI, and Section 2(b) of Article VII of the By-Laws, shall not be deemed to constitute a "distribution to Unit Owners" within the meaning of this Paragraph.

(g) This Declaration and the By-Laws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Directors of the name and address of the first mortgagee of such Unit and shall file a conformed copy of the mortgage with the Directors. All mortgagees with respect to which the Directors have received such notice shall be given written notice of any damage or loss where the costs of restoring the Common Area exceeds Ten Thousand Dollars (\$10,000.00) and the first mortgagee of a Unit shall be given written notice of damage or loss to the Unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand Dollars (\$1,000.00), the Board is made aware of such damage or loss and notice of such mortgage has been supplied to the Board.

(h) If FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units:

(i) The Board of Directors shall be required to obtain and maintain, to the extent obtainable and permitted by applicable law, such insurance other than that which may be required by Article VI of the By-Laws, in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA or FHA, including but not limited to, dishonest acts on the part of the Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Directors and if FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or FHA (or all) holds such interests.

(ii) Whenever any Unit and/or Common Area are damaged by fire or other hazard, the Directors shall give notice to such persons as may be required by FHLMC, FNMA or FHA.

(i) Any agreement for professional management of the Condominium or any other contract providing for services by the Declarant must provide for termination on ninety (90) days' written notice and a maximum contract term of two (2) years.

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(j) A written notice of each meeting of the Units Owners Association stating the place, date and hour and the purposes of the meeting shall be given at least ten (10) days before the meeting to the holder of such mortgage by mailing it postage prepaid to such mortgagee at its last or usual known address.

(k) If FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, an annual financial statement of the Association shall be rendered by it to all Unit Owners and to such mortgagees requesting the same within ninety (90) days after the end of each fiscal year. Such annual financial statement shall be audited and contain the certification of a public accountant if requested in writing by whichever of FHLMC, FNMA or FHA (or all) hold such interests.

(l) So long as FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units, any decision by the Directors or Unit Owners to terminate professional management of the Unit Owners' Association shall, if FHLMC, FNMA or FHA so requires, require approval of the holders of all first mortgages of record of Units.

9. No Revocation or Partition. The Common Area shall remain undivided and no Unit Owner or any other Person 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 Condominium Act. No owner shall execute any deed, lease, mortgage or instrument conveying or mortgaging the title to his Unit without including therein the percentage interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Under no circumstances shall this paragraph be amended at any time.

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10. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant or restriction hereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording this Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all persons claiming by, through or under this Declaration, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

11. Payment of Real Estate Taxes. The real estate taxes due to the Town of Merrimack for each individual Unit along with that Unit's Percentage of Interest in the Common Area shall be the responsibility of each individual Unit owner and payable when due. Taxes for each Unit are not divisible between the Unit and the Common Area. This Section of Article V may not be revised or deleted without the approval or waiver of the Town of Merrimack Planning Board.

12. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period) irrespective of the number of violations or breaches which may occur.

13. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant caused this Declaration to be executed by its duly authorized representative this 16th day of September, 1985.

BRADFORD WOODS, INC.

[Signature]
Witness

By: [Signature]
John Pearson
Its: President and Treasurer

BK 3388 PG 0631

THE STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the 16th day of September, 1985, before me, personally appeared John E. Pearson of Bradford Woods, Inc. and he, being authorized to so do, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.

[Signature]
Justice of The Peace
BERNARD PLANTE, Justice of the Peace
My Commission Expires June 16, 1987
NEW HAMPSHIRE
JULY 16 1987
PLANTE



September 5, 1985

LEGAL DESCRIPTION
PHASE 1
(SUBMITTED LAND)

Beginning at a point on the northeasterly corner of the herein-
described premises on the westerly sideline of Back River Road
and the northerly sideline of Spring Pond Road, thence:

1. S 19°-22'-21" W by the said westerly sideline of Back River Road a distance of 234.99 feet to a point, thence:
2. Southerly by the said westerly sideline of Back River Road by a curve to the right having a radius of 1710.25 feet a distance of 371.64 feet to a point, thence:
3. N 61°-57'-12" W a distance of 535.99 feet to a point, thence:
4. S 23°-35'-54" W a distance of 92.20 feet to a point, thence:
5. N 67°-24'-21" W a distance of 192.25 feet to a point, thence:
6. S 22°-35'-39" W a distance of 95.00 feet to a point, thence:
7. Southeasterly by a curve to the left having a radius of 25.00 feet, a distance of 38.83 feet to a point on the northerly line of Fairway Drive, thence:
8. N 66°-24'-21" W by the said northerly sideline of Fairway Drive a distance of 100.00 feet to a point, thence:

3388 PG0632

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
page 2

September 5, 1985

9. Northeasterly by a curve to the left having a radius of 25.00 feet a distance of 39.71 feet to a point, thence:
10. N 22°-35'-39" E a distance of 99.12 feet to a point, thence:
11. N 67°-24'-21" W a distance of 180.00 feet to a point, thence:
12. N 22°-35'-39" E a distance of 65.00 feet to a point, thence:
13. N 57°-34'-25" E a distance of 420.08 feet to a point, thence:
14. N 08°-30'-00" E a distance of 25.18 feet to a point on the said northerly sideline of Spring Pond Road, thence:
15. S 88°-20'-50" E by the said northerly sideline of Spring Pond Road a distance of 97.00 feet to a point, thence:
16. Northeasterly by the said northerly sideline of Spring Pond Road by a curve to the right having a radius of 272.25 feet a distance of 153.18 feet to a point, thence:
17. Northeasterly by the said northerly sideline of Spring Pond Road by a curve to the left having a radius of 323.40 feet a distance of 291.94 feet to a point, thence:
18. Northeasterly by the said northerly sideline of Spring Pond Road by a curve to the right having a radius of 375.00 feet a distance of 236.09 feet to the point of beginning.

BK 3388 PG 0633

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
page 3

September 5, 1985

Containing 9.502 acres or 413,910 square feet and being shown on a plan entitled "Condominium Site Plan, Bradford Woods, Phase 1 & 2, Back River Road, Merrimack, N.H.", Scale 1"=100', dated September 4 1985, by George F. Keller, Inc.

BK 3388 PG 0634



October 1, 1985

LEGAL DESCRIPTION
(CONVERTIBLE LAND)

Beginning at a point at the northeasterly corner of the hereindescribed premises and on the westerly sideline of Back River Road, thence:

1. Southerly by the said westerly sideline of Back River Road by a curve to the right having a radius of 350.00 feet a distance of 54.45 feet to a point, thence:
2. S 19°-22'-21" W by the said westerly sideline of Back River Road a distance of 145.73 feet to a point, thence:
3. S 67°-37'-05" E by the said westerly sideline of Back River Road a distance of 9.00 feet to a point, thence:
4. S 19°-22'-21" W by the said westerly sideline of Back River Road a distance of 258.48 feet to a point on the northerly sideline of Spring Pond Road, thence:
5. Southwesterly by said northerly sideline of said Spring Pond Road by a curve to the left having a radius of 375.00 feet a distance of 236.09 feet to a point, thence:
6. Southwesterly by said northerly sideline of Spring Pond Road by a curve to the right having a radius of 323.40 feet, a distance of 291.94 feet to a point, thence:

BK 3388 PG 0635

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
(CONVERTIBLE LAND)

October 1, 1985
page 2

7. Southwesterly by said northerly sideline of Spring Pond Road by a curve to the left having a radius of 272.25 feet, a distance of 153.18 feet to a point, thence:
8. N 88°-20'-50" W by said northerly sideline of Spring Pond Road, a distance of 97.00 feet to a point, thence:
9. S 08°-30'-00" W a distance of 25.18 feet to a point, thence:
10. S 57°-34'-25" W a distance of 420.08 feet to a point, thence:
11. N 67°-24'-21" W a distance of 475.00 feet to a point, thence:
12. N 83°-53'-10" W a distance of 60.00 feet to a point, thence:
13. S 07°-59'-17" W a distance of 200.62 feet to a point on the northerly sideline of Fairway Drive, thence:
14. Southwesterly by said northerly sideline of Fairway Drive by a curve to the left having a radius of 863.36 feet a distance of 260.42 feet to a point, thence:
15. S 80°-23'-04" W by said northerly sideline of Fairway Drive a distance of 133.41 feet to a point, thence:
16. Southwesterly by said northerly sideline of Fairway Drive by a curve to the left having a radius of 628.41 feet a distance of 143.97 feet to a point, thence:
17. N 23°-18'-58" W a distance of 220.71 feet to a point, thence:

BK 3388 PG 0636

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
(CONVERTIBLE LAND)

October 1, 1985
page 3

18. N 80°-00'-00" W a distance of 883.16 feet to a point, thence:
19. S 76°-30'-00" W a distance of 2410.26 feet to a point, thence:
20. N 12°-33'-40" E a distance of 168.65 feet to a point, thence:
21. N 08°-12'-28" E a distance of 333.19 feet to a point, thence:
22. N 83°-28'-44" E a distance of 166.24 feet to a point, thence:
23. N 02°-01'-43" E a distance of 959.57 feet to a point, thence:
24. S 89°-21'-26" E a distance of 691.79 feet to a point, thence:
25. N 01°-58'-21" E a distance of 151.93 feet to a point on the Merrimack, N.H./Bedford, N.H. town line, thence:
26. S 87°-29'-17" E by said Merrimack/Bedford town line a distance of 1876.20 feet to a point, thence:
27. S 87°-27'-05" E by said Merrimack/Bedford town line a distance of 1921.95 feet to a stone bound, thence:
28. S 27°-19'-28" E a distance of 380.92 feet to a point, thence:
29. S 70°-47'-32" E a distance of 695.34 feet to the point of beginning.

Containing 133.489 acres or 5,814,798 square feet and being shown on a plan entitled "Phasing Plan, Bradford Woods, Back River Road, Merrimack, NH", scale 1"=200' dated September 4, 1985 by George F. Keller, Inc.

BK 3388 PG 0637



GEORGE F. KELLER, INC.
Land Surveyors · Planners · Civil Engineers

October 1, 1985

LEGAL DESCRIPTION
(WITHDRAWABLE LAND)

Beginning at a point on the westerly sideline of Waterville
Drive at its northerly end, thence:

1. N 50°-20'-00" W a distance of 166.70 feet to a point, thence:
2. S 41°-30'-00" W a distance of 114.57 feet to a point, thence:
3. N 48°-30'-00" W a distance of 151.20 feet to a point, thence:
4. N 25°-48'-07" E a distance of 112.95 feet to a point, thence:
5. N 33°-47'-56" E a distance of 129.80 feet to a point, thence:
6. N 28°-02'-27" E a distance of 162.20 feet to a point, thence:
7. N 42°-13'-43" E a distance of 140.20 feet to a point, thence:
8. N 05°-29'-23" E a distance of 116.85 feet to a point at the
end of a stone wall, thence:
9. N 75°-45'-43" W by said stone wall a distance of 119.80 feet
to a point, thence:
10. S 88°-24'-10" W by said stone wall a distance of 106.01 feet
to a point, thence:
11. N 86°-16'-02" W by said stone wall a distance of 317.27 feet
to a point, thence:

BK 3388 PG 0638

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
(WITHDRAWABLE LAND)

October 1, 1985
page 2

12. N 87°-19'-35" W by said stone wall a distance of 329.59 feet to a point, thence:
13. N 13°-06'-58" E a distance of 140.92 feet to a point, thence:
14. N 76°-30'-00" E a distance of 2410.26 feet to a point, thence:
15. S 80°-00'-00" E a distance of 883.16 feet to a point, thence:
16. S 57°-05'-03" W a distance of 233.12 feet to a point, thence:
17. S 35°-22'-27" W a distance of 800.00 feet to a point, thence:
18. S 11°-47'-39" W a distance of 586.99 feet to an iron pipe, thence:
19. S 05°-49'-54" E a distance of 59.16 feet to an iron pipe, thence:
20. S 77°-07'-28" W a distance of 186.62 feet to an iron pipe, thence:
21. Southerly by a curve to the left having a radius of 1397.38 feet a distance of 95.00 feet to a point, thence:
22. Southeasterly by a curve to the left having a radius of 25.00 feet a distance of 39.27 feet to a point on the northerly line of Country Club Lane, thence:
23. S 77°-07'-28" W by said northerly line of Country Club Lane a distance of 100.00 feet to a point, thence:

BK 3388 PG 0639

GEORGE F. KELLER, INC.

LEGAL DESCRIPTION
(WITHDRAWABLE LAND)

October 1, 1985
page 3

24. Northeasterly by a curve to the left having a radius of 25.00 feet a distance of 39.27 feet to a point, thence:
25. Northerly by a curve to the right having a radius of 1447.38 feet a distance of 90.00 feet to an iron pipe, thence:
26. S 85°-08'-49" W a distance of 179.55 feet to an iron pipe, thence:
27. N 12°-52'-32" W a distance of 57.63 feet to a point, thence:
28. N 89°-28'-51" W a distance of 200.91 feet to a point, thence:
29. S 01°-53'-49" E a distance of 57.78 feet to a point, thence:
30. N 88°-46'-02" W a distance of 224.95 feet to an iron pipe, thence:
31. N 79°-25'-12" W a distance of 517.30 feet to a point, thence:
32. S 29°-09'-14" W a distance of 45.00 feet to a point, thence:
33. N 63°-36'-40" W a distance of 197.72 feet to a point on the northeasterly end of Waterville Drive, thence:
34. N 47°-30'-30" W by the northerly end of said Waterville Drive a distance of 50.25 feet to the point of beginning.

Containing 68.707 acres or 2,992,886 square feet and shown on a plan entitled "Phasing Plan, Bradford Woods, Back River Road, Merrimack, N.H.", scale 1"=200', dated September 4, 1985 by George F. Keller, Inc.

BK 3388 PG 0640

hardware (such as, but not limited to door handle, any peep hole, locks, etc.) shall be part of the unit.

- Each unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area specifically described in Paragraph 3(e) herein below which may be located therein. The finished interior surfaces of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, sub-flooring material (i.e. plywood), finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such unit. The Owner of each Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit and shall also be deemed to own the vents of his Unit (which shall be each owner's responsibility to keep in good repair), the sinks, bathtubs and other plumbing facilities, and other appliances located in his Unit and serving solely his Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits or other public utility lines, ventilation or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include areas denoted as Limited Common Area. Any mechanical equipment, including, but not limited to, any equipment necessary for any heating and air conditioning systems to function, wherever located, shall be part of the unit served.

Section 3(e)

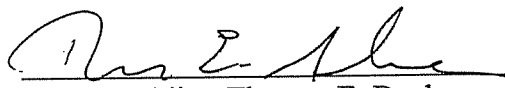
(i) Common Area consists of the entire Property other than the Units and includes, but not by way of limitation:

- The Land and the walks, shrubbery and other plantings, interior roads, parking areas and other land and interests in land included and described in Exhibit A hereto; the water supply, sewage disposal, electrical, telephone 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 the utility service (but not including any portions thereof contained within and servicing a single Unit);
- Pipes, ducts, flues, chutes, conduits, plumbing, wires, meters, meter housings and other facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located;
- Roofs, foundations, columns and supports of the residential buildings and/or unit, subject to the provisions of paragraph 3(d)(iii) above;

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 13th day of October 2004, by Janet Cormier, Treasurer of Bradford Woods Condominium Association.

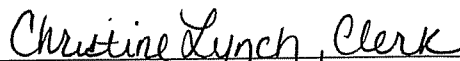



Notary Public - Thomas E. Ducharme
My Commission Expires 14 February 2006

CERTIFICATION OF THE SECRETARY

I, Christine Lynch, Clerk of Bradford Woods Condominium Association do hereby certify that the above Bylaw Amendments were approved by an affirmative written vote of 2/3rds of the unit owners of the Bradford Woods Condominium Association, and that said vote complied with the requirements of the Condominium Act (RSA 356-B) required for amending the condominium instruments.

Date: 13 October 2004


Christine Lynch, Clerk
Bradford Woods Condominium Association

Mailing Address:

Bradford Woods Condominium Association
c/o Evergreen Management, Inc.
17 Commerce Drive, Bedford, NH 03110-7059
603/622-7000

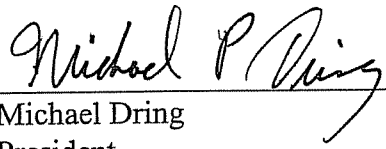
Bylaw Amendment/EMI

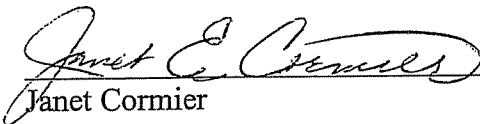
BK7388PG1062

- Any patios, decks, walkways, front and/or rear steps and parking spaces appurtenant to the Units that are not within a Unit;
- Any other amenities constructed or to be constructed on the Land;
- All other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance and safety or normally in common use.

(ii) Limited Common Area. The entranceways, front and/or rear steps, patios, attached sheds, decks, landings and driveways not part of a Unit, but which serve only one Unit are Limited Common Area of the Unit served, each patio or deck being reserved for the exclusive use of the Unit to which it is adjacent. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit or Units that it serves.

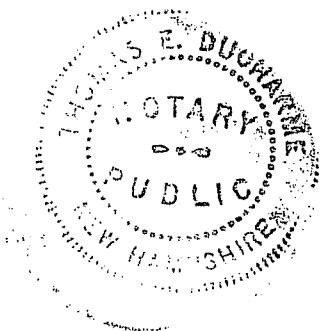
This amendment to the Declaration was executed this 13th day of October 2004 by:

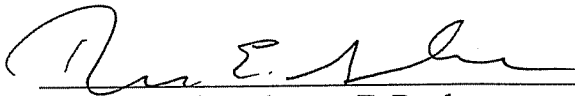

 Michael Dring
 President
 Bradford Woods Condominium Association


 Janet Cormier
 Treasurer
 Bradford Woods Condominium Association

**STATE OF NEW HAMPSHIRE
 COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 13th day of October 2004, by Michael Dring, President of Bradford Woods Condominium Association.




 Notary Public - Thomas E. Ducharme
 My Commission Expires 14 February 2006

BK 7388PG 1063

AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR BRADFORD WOODS CONDOMINIUM
MERRIMACK, NEW HAMPSHIRE

(Re: Assignment of Common Areas as Limited Common Areas)

This fourth Amendment to the Declaration of Bradford Woods Condominium ("Declaration") made on this 22nd day of April, 1998, pursuant to agreement of two-thirds of the members of the Bradford Woods Condominium Association, as required and authorized by Article IX of the By-Laws and Paragraph 7 of said Declaration of Condominium dated September 16, 1985, and recorded in the Hillsborough County Registry of Deeds at Book 3388, Page 616, as amended by First Amendment to Declaration dated December 17, 1985, and recorded in the Hillsborough County Registry of Deeds at Book 3433, Page 870, as amended by Second Amendment to Declaration dated June 13, 1986, and recorded in the Hillsborough County Registry of Deeds at Book 3549, Page 901, as amended by the Third Amendment to Declaration dated August 19, 1987, and recorded in the Hillsborough County Registry of Deeds at Book 4103, Page 214, as amended by the Fourth Amendment to the Declaration dated January 19, 1988, and recorded in the Hillsborough County Registry of Deeds at Book 4635, Page 86, as amended by the Fifth Amendment to the Declaration dated July 13, 1989, and recorded in the Hillsborough County Registry of Deeds at Book 5120, Page 886, and such other lawful Amendments to the Declaration as may have been heretofore recorded in said Registry. The Bradford Woods Condominium Association has a mailing address of c/o Evergreen Management, Inc., Bedford, ~~Merrimack~~, New Hampshire.

The following amendments are designed to clarify the requirements for assignment of Common Area to Limited Common Area.

1. The last paragraph of Section 3(e)(i) ("Description of Common Area and Limited Common Area") of the Declaration is hereby amended to enlarge the size of Common Areas which may subsequently be assigned as Limited Common Areas. The language shall be amended

FROM:

"those common areas contiguous to the Units, but not exceeding ten (10) feet in distance from the buildings, may be subsequently assigned by amendment to this Declaration and the execution of the amendment by the appropriate officer of the Unit Owners' Association and the Unit Owner(s) of the Unit concerned as provided in R.S.A. 356-B:19.

TO READ AS FOLLOWS:

"those common areas contiguous to the Units, but not exceeding 20 feet in distance from the buildings, may be subsequently assigned by amendment to this Declaration and the execution of the amendment by the appropriate officer of the Unit Owners' Association and the Unit Owner(s) of the Unit concerned as provided in R.S.A. 356-B:19.

2. Article III ("Board of Directors"), Paragraph 1 ("Powers and Responsibilities") is hereby amended to add a new Section (j) which sets out the procedures to be followed by the Board in carrying out its responsibilities under R.S.A. 356-B:19, III, relating to assignment of Common Area to Limited Common Area. The new Section shall read as follows:

"Article III, Paragraph 1(j):

(i) The Board of Directors, by majority vote, may authorize and approve requests by unit owners to enlarge the area of existing decks and/or patios assigned as limited common area,

or to add decks and/or patios to units which do not have decks or patios. Any such enlargement or addition shall comply with the size requirements set forth in Section 3(e)(i) of the Declaration and shall be considered an assignment of Limited Common Area pursuant to New Hampshire R.S.A. 356-B:19. No unit owner may enlarge his limited common area or add a deck or patio to his unit without the prior written approval of the Board of Directors.

(ii) Any request for enlargement or addition shall include sufficient plans, drawings, specifications and dimensions, to enable the Board of Directors to review the proposed enlargement or addition for architectural compatibility, encroachment upon the view, or surrounding common area. The Board of Directors may refuse to approve any enlargement or addition that is incompatible with the surrounding units or, in the opinion of the Board, encroaches upon the rights of any other unit owner affected by the enlargement.

(iii) If a unit has no deck or patio, then, for the purpose of computing the maximum area for any new deck and/or patio, the unit shall be considered to have a deck and/or patio equal in size to the average original size of all decks shown on either the recorded plans of units otherwise identical but with decks and/or patios, or of units on the same street with decks and/or patios, as determined by a majority of the Board of Directors.

(iv) If a proposed enlargement or addition is approved by the Board, it shall be the unit owner's responsibility to pay the costs of preparation of an amendment to the Declaration and a revised site/floor plan showing the as-built dimensions of the unit's limited common area pursuant to R.S.A. 356-B:19 and §20,V, upon request by the Board of Directors.

BK5938PG1511

Executed this 22nd day of April, 1998, by the duly authorized officers of the Bradford Woods Condominium Association.

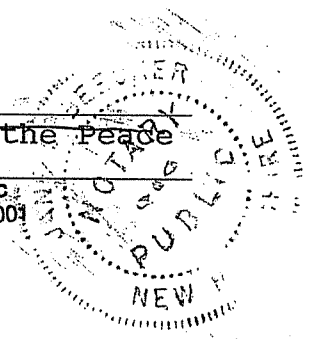
[Signature]
President

[Signature]
Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, on this 22nd day of April, 1998, personally appeared Kevin B. Kilpatrick, President of the Bradford Woods Condominium Association, being authorized to so do, executed the foregoing instrument for the purposes therein contained on behalf of the Association.

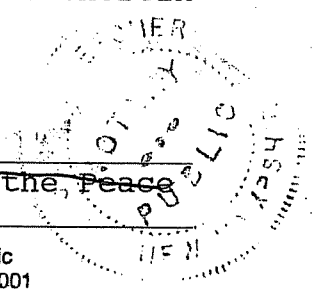
[Signature]
Notary Public/Justice of the Peace
My Commission Expires: _____
JANE C. BEECHER, Notary Public
My Commission Expires March 6, 2001



STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, on this 22nd day of April, 1998, personally appeared Paul A. LaBonte, Treasurer of the Bradford Woods Condominium Association, being authorized to so do, executed the foregoing instrument for the purposes therein contained on behalf of the Association.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: _____
JANE C. BEECHER, Notary Public
My Commission Expires March 6, 2001



BK5938PG1512

CERTIFICATE OF CLERK

I, ANN E. HASKELL, Clerk/Secretary of the Bradford Woods Condominium Association, hereby certify that two-thirds of the Unit Owners have voted to approve the foregoing instrument.

Ann E. Haskell

Clerk, Bradford Woods Condominium Association

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, on this 22nd day of April, 1998, personally appeared ANN E. HASKELL, Clerk/Secretary of the Bradford Woods Condominium Association, and being authorized so to do, executed the foregoing Certificate.

Jane C. Beecher

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

JANE C. BEECHER, Notary Public
My Commission Expires March 6, 2000



BK5938PG1513