

WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM

PUBLIC OFFERING STATEMENT

THIS CONDOMINIUM IS REGISTERED WITH THE CONSUMER PROTECTION AND ANTI-TRUST DIVISION OF THE ATTORNEY GENERAL'S OFFICE OF THE STATE OF NEW HAMPSHIRE PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE CONDOMINIUM ACT (RSA C. 356-B). THE ACT REQUIRES THAT A PUBLIC OFFERING STATEMENT BE FURNISHED TO A PURCHASER PRIOR TO OR AT THE TIME HE ENTERS INTO A PURCHASE AGREEMENT. THE PURPOSE OF THE STATEMENT IS TO DISCLOSE MATERIAL FACTS PERTAINING TO THIS CONDOMINIUM. IT IS RECOMMENDED THAT THE PURCHASER READ THIS STATEMENT CAREFULLY, PHYSICALLY INSPECT THE PROPERTY, REVIEW ALL SALES AND OTHER DOCUMENTS IN DETAIL, AND CONSULT AN ATTORNEY FOR ADVICE. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS SUGGESTING THAT THE CONSUMER PROTECTION AND ANTI-TRUST DIVISION OR ANY OTHER PUBLIC AGENCY HAS DETERMINED THAT THE DISPOSITION OF ANY CONDOMINIUM UNIT OR INTEREST THEREIN IS LEGALLY SUFFICIENT TO PROTECT THE RIGHTS OF PURCHASERS.

UNLESS A PURCHASER HAS RECEIVED THIS STATEMENT PRIOR TO OR AT THE TIME HE ENTERS INTO A PURCHASE AND SALE AGREEMENT, HE MAY AVOID THE CONTRACT AT ANY TIME BY GIVING WRITTEN NOTICE TO THE SELLER.

RECEIPT OF THIS STATEMENT MUST BE ACKNOWLEDGED IN WRITING BY THE PURCHASER.

ANY COMPLAINT ALLEGING UNFAIR OR DECEPTIVE SALES PRACTICES OR A VIOLATION OF THE CONDOMINIUM ACT MAY BE DIRECTED TO:

CONSUMER PROTECTION AND ANTI-TRUST BUREAU
33 CAPITOL STREET
CONCORD, NH 03301

IMPORTANT

NOTICE OF PURCHASER'S CANCELLATION RIGHTS

New Hampshire Law provides that you have an express and unqualified right to cancel your Purchase and Sale Agreement within five (5) calendar days from the date the agreement was entered into or the delivery to you of the Public Offering Statement, whichever is later. If you elect to cancel, you may do so by written notice thereof hand-delivered or deposited in the United States mail, return receipt requested, within the five-day period, to the declarant of the Condominium or to any agent of the declarant; provided, however, that if you elect to mail the notice of cancellation, you must also provide the declarant with telephonic notice of cancellation within the five-day period. Such cancellation shall be without penalty and any deposit made by you must be refunded in its entirety no later than ten (10) calendar days from the declarant's receipt of your written notice of cancellation.

INDEX OF EXHIBIT

1. **Public Offering Statement**
2. **Declaration of Condominium with Amendments (if any)**
3. **By-laws**
4. **Purchase and Sale Agreement**
5. **Condominium Warranty Deed**
6. **Projected Common Area Budget and Estimated Per Unit Assessment**
7. **Rules and Regulations**
8. **Legal Documents Creating the Condominium Owner's Association**
9. **Master Association Covenants**
10. **Master Association Projected Budget and Estimated Per Unit Assessment**
11. **Legal Documents Creating The Neighborhoods at Woodland Pond Homeowners Association.**

INDEX

1. Name and address of Declarant.
2. Copy of Declaration
3. Copy of legal instruments evidencing purchase of Unit
4. Description of nature of purchaser's ownership rights
5. Description of nature of the Condominium
6. Description of easements and restrictions affecting the Condominium and zoning matters
7. Liens and encumbrances effecting the Condominium
8. Improvements and amenities
9. Improvements to be made by purchaser (if any)
10. List of express warranties
11. Description of Unit Owner's Association
12. Management Contract
13. Initial Fees to be paid by purchaser
14. Financing available to purchaser
15. Treatment of Deposits
16. Litigation Disclosure
17. Insurance Coverage Outline

1. State the name and address of declarant and the condominium:
 - a. Declarant: Woodland Pond, L.P. a Delaware limited partnership, with an address at 84 State Street, Suite 720, Boston, MA 02109
 - b. Condominium: Woodview Townhomes at Woodland Pond
2. Provide a copy of the declaration.
3. Provide a copy of the Condominium Declaration is provided with this Public Offering Statement.
3. Provide a copy of the legal instruments which will evidence the purchase of a condominium unit or interest therein and of the contracts or other agreements purchaser will be required to sign or agree to.

Copies of the Purchase and Sale Agreement, the Condominium Deed, and the Condominium Rules, as well as the Condominium Declaration, with appendices, including the By-laws, of the Woodview Townhomes at Woodland Pond Condominium Association Inc. are provided herewith.

4. Describe the nature of the purchaser's ownership rights in his unit and any common or limited common area of the Condominium.

Each purchaser will acquire fee simple title to his Unit, together with an undivided percentage ownership interest in Common Area of the condominium and easements of use and enjoyment in the Common Area and Limited Common Area appurtenant to his Unit, all of which are more particularly described in, and limited by, the provisions of the legal instruments referred to above. No time sharing is anticipated.

5. Describe the nature of the Condominium and its plan of development which description shall include a statement as to the total number of units in this offering; the total number of units planned to be sold or rented by the declarant; the total number of units that may be included in the condominium by reason of future expansion or merger of the project by the declarant.

The Condominium is part of the residential development known as "The Neighborhoods at Woodland Pond". The Neighborhoods at Woodland Pond is a master planned community comprising 487 residential housing units in various ownership forms located on five (5) separate lots ("Lots") shown as Lots 1, 2, 3, 4, and 5 on a subdivision plan recorded as Plan #34812 in the Hillsborough County Registry of Deeds ("The Neighborhoods"). The Neighborhoods at Woodland Pond and all of the Lots are subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions For the Neighborhoods at Woodland Pond Manchester, New Hampshire dated June 19, 2006 and recorded at Book 7693, Page 1650 of the Hillsborough County Registry of Deeds ("Neighborhoods Covenants"). The Neighborhoods includes common areas which include a Clubhouse, Tennis Court(s), a maintenance building, drainage, landscaping and other improvements as described in the Neighborhoods Covenants.

Each Unit Owner shall be obligated to pay to the Neighborhoods Association his/her share of the Base Assessment, Special Assessment and Specific Assessments as described in the Neighborhoods Covenants. Each Unit Owner shall be entitled to utilize the Clubhouse and Tennis Court(s) amenities.

The Clubhouse and Tennis Court(s) are to be considered by the Declarant of the Neighborhoods Association.

The Condominium consists of approximately 32.712 acres at the end of Countryside Boulevard in Manchester, New Hampshire. The Declarant plans to construct a minimum of thirty-five (35) buildings, containing a total of one hundred fifty-eight (158) Units. The Declarant plans to complete all one hundred fifty-eight (158) Units by 20___. Declarant initially will include the entire 32.712 acre parcel and the one hundred fifty-eight Units and is committing itself to build the entire one hundred fifty-eight Units.

6. State whether any easements or restrictions, including any zoning, water pollution or other governmental regulations affect the Condominium or any unit thereof, and explain the status of any approvals required to be obtained. Please note that a copy of the legal documents pertaining to any easement or restriction must be available on request.

(i) Easements and Restrictions:

1. Rights and easements for the benefit of Lot 14 granted by Frederic Rust, III, Trustee of Town Lyne Trust III to New Hampshire Higher Education and Health Facilities Authority, as more particularly set forth and described in deed dated August 3, 1990, recorded with the Hillsborough County Registry of Deeds at Book 5203, Page 1646. This document creates various rights of access and easements in favor of the property now known as Hillcrest Terrace on Countryside Boulevard.

2. Easements shown on the following:

- (a) Survey/Subdivision plan entitled "Survey Plan The Neighborhoods at Woodland Pond, Manchester, NH," dated October 26, 2005 and revised through February 15, 2006, prepared by Hayes Engineering, Inc., recorded with the Hillsborough County Registry of Deeds as Plan No. 34812 (3 sheets).
- (b) Easement plan entitled "Easement Plan 'The Neighborhoods at Woodland Pond' Manchester, NH," dated May 1, 2006, recorded with the Hillsborough County Registry of Deeds as Plan No. 34813 (2sheets)
- (c) Condominium Site Plan dated TBD and recorded at the Hillsborough County Registry of Deeds.
These plans depict the various easements for roads, drainage and utilities within the Condominium and The Neighborhoods project.

3. Rights and easements of others, covenants, conditions, restrictions, reservations, agreements, liens for assessments, options, and terms and conditions of any unrecorded instruments incorporated therein by reference, all as more particularly set forth in the Declaration of Covenants, Conditions, Easements and Restrictions For The Neighborhoods at Woodland Pond, Manchester, New Hampshire dated as of the [sic] day of June, 2006, recorded with the Hillsborough County Registry of Deeds at Book 7693, Page 1650, and in the related By-Laws attached thereto.

4. Rights and easements granted by Maple Pond LLC, Carriage Homes at Woodland Pond, LLC, Woodland Pond L.P. and Mid Rise Homes, LLC to Verizon New England, Inc. (formerly known as New England Telephone and Telegraph Company) and Public Service Company of New Hampshire in instrument to be recorded with said Registry of Deeds; as affected by Subordination and Consent by Webster Bank, National Association to be recorded with said Registry. This document creates easements to provide electricity and telephone service to The Neighborhoods.
5. Terms and provisions of and rights and easements for permanent easement for construction, installation, maintenance, repair, removal and replacement of water storage tank and water transmission and distribution mains and other appurtenances of water storage, transmission and distribution as set forth and granted by Maple Pond LLC, Carriage Homes at Woodland Pond, LLC, Woodland Pond L.P. and Mid Rise Homes, LLC to The City of Manchester, a New Hampshire municipal corporation in Easement Deed dated June 19, 2006 recorded with said Registry at Book 7693, Page 1610. This easement grants rights in the City of Manchester to build a water storage tower on the Neighborhoods site to provide water pressure as shown on the recorded plans listed above.
6. Terms and provisions of and rights and easements granted for public easements for underground sewer lines, drainage easements, maintenance easement and sidewalk easements granted by Maple Pond LLC, Carriage Homes at Woodland Pond, LLC, Woodland Pond L.P. and Mid Rise Homes, LLC to The City of Manchester, a New Hampshire municipal corporation in Easement Deed dated June 19, 2006, recorded with said Registry at Book 7693, Page 1630.
7. Terms and provisions of and rights and easements contained in a Special Agreement Contract by and between The Manchester Water Works and Maple Pond, LLC dated June 15, 2006 recorded with said Registry of Deeds at Book 7693, Page 1643. This agreement provides for the construction of public water lines within The Neighborhoods project.
8. Terms and provisions of and rights and easements set forth in Dedication of Street from Maple Pond LLC dated June 19, 2006 recorded with said Registry at Book 7693, Page 1626. This document dedicates the public sections of Countryside Boulevard to public use.
9. Terms and conditions of Amended Wetlands and Non-Site Specific Permit 2005-02940 issued by the State of New Hampshire Department of Environmental Services to c/o Waterford Development Alliance Resources, Inc., approved on June 9, 2006, with an expiration date of May 9, 2011 and recorded with said Registry at Book 7693, Page 1647. This permit allows the filling of wetlands on the project site to permit the construction of roadways and utility crossings.
10. Easements and conditions described in the Quitclaim Deed from Alliance Resources, Inc. to Woodland Pond LP dated June 19, 2006 and recorded at Book 7693, Page 1584. This documents allows access over the Hillcrest Terrace property for construction purposes.
11. Countryside Boulevard has been Dedicated as a Public Street recorded at Book 7693, Page 1626, and;

(ii) Provisions of Declaration and Bylaws and Rules of the Condominium recorded at Page TBD, Book TBD, including without limitation:

- a. Declaration establishes the Condominium and includes various restrictions and easements but note in particular Article 6 dealing generally with structural and use restrictions and easements.
- b. Rules dealing generally with the preservation of the cleanliness, attractiveness and peaceful enjoyment of the Condominium.
- c. The title to the Condominium Unit granted hereby is further subject to the condition that "there shall be no further alteration of wetlands for lot development, driveways, culverts, or for septic setback.

Zoning: The City of Manchester Zoning Ordinance and Site Plan Approval and State of New Hampshire Water Supply and Pollution Control Approval are applicable and the following approvals and compliances have been made:

- a. The intended use of the site for the Condominium is a permitted use under the City of Manchester Zoning Ordinance.
- b. The project site plan has been approved by the City of Manchester Planning Board and said approval is indicated on the recorded plan.
- c. The design for the public sewer system has been approved by the New Hampshire Water Supply and Pollution Control Commission and the City of Manchester Highway Department.
- d. An Amended Wetlands and Non-Site Specific Permit 2005-02940 recorded at Book 7693, Page 1647.
- e. Subdivision Improvements Agreement and Site Plan Conditions dated June 8, 2006 (available from Declarant).
- f. Amended Water Storage Tank Agreement dated June 1, 2006 by and between Maple Pond, LLC and the City of Manchester (available from Declarant).
- g. Special Agreement Contract by and between Maple Pond, LLC and the Manchester Water Works recorded at Book 7693, Page 1643.
- h. All other approvals have been obtained.

Other Approvals: The Units of the Condominium are registered with the Consumer Protection and Antitrust Division of the Office of the Attorney General of the State of New Hampshire.

A copy of legal documents concerning easements and restrictions are available upon request.

7. State whether any lien, encumbrance or matters of title affect the Condominium, or any unit thereof, and explain consequences of the declarant's failure to discharge any such lien, encumbrance or other matters of title and the steps taken, if any, to protect the purchaser in the case of this eventuality. Please note that a statement that a copy of the legal documents pertaining to any lien, encumbrance or other matters of title will be available on request is required.

In addition to the easements restrictions and permits and approvals referred to in Paragraph 6, above, the Condominium is affected by two (2) mortgage liens in favor of Webster Bank, National Association conveyed by mortgage deed dated June 15, 2006, recorded in said Registry at Book 7693, Page 1781 and Book 7693, Page 1817 and by two (2) Assignment of Rents in favor of Webster Bank, National Association dated June 15, 2006 and recorded at Book 7693, Page 1853 and Book 7693, Page 1865. These mortgages provide the Declarant with financing to construct the roadways and utilities within the Condominium and the financing to construct the Condominium buildings and other improvements. They will be released with respect to the sold Unit at closing of the purchase of the Unit by a purchaser. Since the Declarant has made arrangements with the above mortgagee to release liens not later than the closing of the sale of each Unit, there is no risk of loss to the purchaser except to the extent of the deposit (which will be held in escrow). A copy of the legal documents pertaining to any lien, encumbrance or other matters of title to the purchaser's unit will be available upon request.

8. Describe any improvement or amenity which may be provided by Declarant including a statement whether or not assurances are given as to their construction or completion, the status of construction, zoning requirements, and an itemization of all governmental approvals obtained by the declarant affecting the Condominium.

The amenities which will be provided by the Declarant are interior roads, paved parking and landscaping. The Declarant is committed to construct One Hundred Fifty-Eight (158) Units by _____, 20___. As stated above City of Manchester Zoning and development approvals have been obtained. The Neighborhoods at Woodland Pond has agreed to construct a so-called club House on Lot 1 and a maintenance building on Lot 2 of The Neighborhoods and two (2) tennis courts on Lot 5 of The Neighborhoods. The Clubhouse is substantially completed and the maintenance building is **not** completed. The tennis court(s) are **not** completed.

9. Describe improvements required to be made by purchaser to use his Unit in the manner represented by the declarant that it is fit for, what governmental approvals are required if any, and estimated cost of the construction thereof.

No improvements are required to be made by purchaser to use his unit in the manner represented by the declarant, and no further governmental approvals are required. Units will be conveyed fully ready for use and occupancy.

10. Provide a list of any express warranties provided by the declarant on the units and common areas, other than the warranty prescribed by RSA 356-B:41 (II). Please note that a statement that documents evidencing such warranties will be provided to the purchaser at the time of sale is required.

The only warranties, other than those set forth in New Hampshire RSA 356-B:41 (II), on units and common areas are certain limited title warranties, contained in the Condominium Deed,

and manufacturers' warranties on certain appliances, which will be provided to the purchaser at closing, and other limited warranties contained in the purchase and sale agreement.

RSA 356-B:41 provides a warranty against structural defects on a Unit and in the Common Areas of the Condominium for one (1) year following the date on which the Unit is conveyed and within one (1) year that the Common Areas are completed, respectively. Structural defects are defined as defects in components comprising the Unit or Common Area which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair renovation, restoration or replacement. Nothing in RSA 356-B:41 shall be construed to make the Declarant responsible for any items of maintenance relating to the units or common areas.

Under RSA 356-B: 65 (VII), the purchaser's statutory warranty rights may not be waived.

11. Describe the Unit Owners' Association, including a statement as to the maximum time the declarant will control such association, and provide a copy of its bylaws.

The Condominium Association is a not for profit corporation, membership in which is required of all unit owners. Each owner will have one vote for each Unit owned. The Association will operate pursuant to its Bylaws provided herewith. The declarant will control the Association until units to which 75% of the undivided percentage interests (appurtenant to the maximum of one hundred nineteen (119) units) appertain, have been sold, or until two (2) years from the date of recordation of the Condominium Declaration, whichever is sooner.

12. Provide a copy of any management contract or other contracts, including leases, affecting the use, maintenance, or administration of, or access to, all or any part of the Condominium with a projected budget for at least the first year of the Condominium's operation (including projected common expense assessments for each unit), a statement of whether any provisions have been made in the budget for capital expenditures or major maintenance reserves (and an explanation of the basis therefore), and the relationship, if any, between the declarant and the managing agent or firm.

There are no contracts affecting the use, maintenance or administration of, or access to, all or any part of the Condominium. A projected budget for the fiscal year ending December 31, 2007, including estimated per unit common expense assessments, is provided herewith.

The budget does provide for major maintenance reserves which have been calculated at approximately 10 % of the total budget.

13. Describe any initial, special or recurring fees or charges the purchaser is required to pay arising from a) his purchase or use of any Unit in the Condominium and b) the maintenance or management of the Condominium, due before or after settlement or closing.

The purchaser is required by the legal instruments of the Condominium to pay the monthly common expense assessment described above, which may vary from year to year as established by the Condominium Association and any special assessments which may be levied by the Association.

The purchaser is required by the legal instruments of the Neighborhoods at Woodland Pond (described in paragraph 5 above) to pay a monthly common expense assessment described

above which may vary from year to year as established by The Neighborhoods Association and special assessments which may be revised by The Neighborhood Association.

The only other condominium fees or charges which the purchaser is required to pay on or before settlement or closing are (i) an amount equal to two (2) months payment of the estimated annual common expenses assessable to purchaser's unit (for working capital) plus (ii) a pro rata portion of the monthly condominium common expense assessment (for the month in which closing occurs) and a pro rata share of the real estate taxes applicable to the Unit. While electricity used for exterior lighting is included in the monthly common expense assessment, electricity used inside a unit will be separately metered and charged to the owner of the unit.

14. State the terms and conditions of any financing made available to the purchaser by the Declarant.

The declarant does not plan to offer financing to the purchaser, but the purchaser is free to pursue financing arrangements with any lending institution of his choice.

15. Provide notice as to how any deposit made in regard to any sale of a condominium unit or interest therein will be handled prior to settlement or closing.

Any deposit made in regard to any disposition of any interest in a unit shall be delivered to Citizens Bank, 875 Elm Street, Manchester, NH 03101, which shall hold said deposit in the Condominium escrow account or apply said deposit to the construction of the Condominium. There is a risk of loss of the deposit in the event the deposit is applied to construction and the Declarant does not perform its obligations under the Purchase and Sale Agreement.

16. There have been no legal proceedings against the Declarant within the last five (5) years which may effect the financial status of the Declarant or of the condominium nor have any legal proceedings been filed against the Declarant by any unit owner's association or a unit purchaser.

17. Please describe the general insurance coverage maintained by the Condominium Association:

Casualty. All buildings, improvements, and structures which are included in The Condominium, including buildings, improvements, and structures in The Common Area and the Limited Common Area, and all personal property in The Common Area, and all fixtures, machinery, equipment, and supplies maintained for the service of The Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units, shall be insured in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and

(ii) All such other risks and perils as from time to time shall be customarily covered with respect to use as the buildings included in The Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement, and shall not be written on policies calling for any deductible amount in excess of the lesser amount of one percent (1%) of the insurance coverage or Ten Thousand Dollars (\$10,000.00).

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering The Association, the Board of Directors, the Manager (if any), all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of The Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage:

(i) of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person, not less than One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in the same occurrence, and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property; or

(ii) such greater coverage as may, from time to time, be required for multifamily protection in order to qualify for FHLMC and FNMA underwriting. A single limit policy in the amount of One Million Dollars (\$1,000,000.00) shall be deemed in compliance with the foregoing sentence.

Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insured thereunder as a group, but shall not insure against the individual liability of a Owner for negligence occurring within his or her Unit or his or her Limited Common Area. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which The Association is a party.

(c) Worker's Compensation. The Association shall procure and maintain worker's compensation insurance as required by law.

(d) Other Insurance. The Association shall procure and maintain:

(i) insurance upon owned and non-owned motor vehicles;

(ii) as is required by **New Hampshire RSA 356-B;**

- (iii) including flood insurance, in such amount, if required by FNMA or FHLMC for mortgage programs underwritten by them or either of them;
- (iv) Fidelity Bond coverage as required by FNMA and/or FHLMC; and
- (v) such other insurance as the Board of Directors shall determine from time to time to be desirable.
Every Fidelity Insurance bond must:
 - (A) name The Association as the insured;
 - (B) have coverage equal to no less than the maximum amount of funds in The Association's (or its management agent's) custody at any one time.

ACKNOWLEDGEMENT OF RECEIPT

The undersigned Buyers hereby acknowledge the receipt of this Public Offering Statement.

Witness:

Buyer

Buyer

Dated: _____, 200_

ACKNOWLEDGEMENT OF RECEIPT

The undersigned Buyers hereby acknowledge the receipt of this Public Offering Statement.

Witness:

Buyer

Buyer

Dated: _____, 200_

**DECLARATION OF CONDOMINIUM
FOR
WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM**

This DECLARATION is made this ____ day of _____, 2007, by **Woodland Pond, L.P.**, a Delaware limited partnership (hereinafter sometimes called "The Declarant"), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, New Hampshire RSA Chapter 356-B ("The Act");

WHEREAS, The Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Countryside Boulevard, Manchester, Hillsborough County, New Hampshire on which it proposes to construct thirty-five (35) certain buildings containing a maximum total of one hundred fifty-eight (158) Units with parking areas, roadways, utilities and other improvements, which The Declarant intends as a condominium project known as **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM** (hereinafter sometimes called "The Condominium"); and

WHEREAS, The Declarant intends to sell and convey Units in said Condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitude, and charges which it desires to impose thereon under a general plan of improvement of The Condominium for the benefit of all of said living Units and the future Owners thereof;

NOW THEREFORE, The Declarant hereby declares that all of the premises described in **Exhibit A** attached hereto, including all of the living Units and other improvements located and to be located thereon, and all easements, rights, and appurtenances belonging thereto are hereby submitted to the provisions of The Act and are held and shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, conditions, uses, limitations, and obligations, all of which are declared, intended, and agreed to enhance and protect the value and desirability of The Condominium as a whole and to mutually benefit each of the servitude upon each of said Units in favor of each and all other Units therein; to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any of said Units, including The Declarant, and their grantees, heirs, devisees, successors, and assigns, and shall be deemed to run with the land and be a burden and benefit to all such persons, including The Declarant, their grantees, heirs, devisees, successors, and assigns.

**ARTICLE 1
DEFINITIONS**

1-0. Certain of the terms as used in this Declaration and in the Bylaws which are annexed and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:

1-1. "The Act" means the New Hampshire Condominium Act (**New Hampshire RSA Chapter 356-B**).

- 1-2. "Amendment" means any amendment to this Declaration whereby any sub-phase is contained within the Convertible Land is submitted to, and becomes part of this Condominium, or typographical errors hereto are converted, or any other permitted change to this Declaration is made.
- 1-3. "Assessment" means that portion of the cost of maintaining, repairing, and managing the property, which is to be paid by each Owner.
- 1-4. "Association" or "Association of Owners" means the Owners acting as a group in accordance with The Act, the Declaration, and the Bylaws of the **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM ASSOCIATION, INC.**, a New Hampshire voluntary corporation, its successors or assigns, which shall consist of all Owners of the Condominium.
- 1-5. "The Board" or "Board of Directors" means the executive and administrative entity designated in this Declaration, or Bylaws of the Association as the governing body of said Association.
- 1-6. "Bylaws" means the instrument attached hereto and made a part hereof, which instrument provides for the self-government of The Condominium by The Association.
- 1-7. "The Common Area" means all that portion of The Condominium, other than the Units, and is more particularly described in **ARTICLE 2** hereof. The Common Area includes Limited Common Area and the rights of use of the Common Area described in "The Neighborhoods Covenants" and shown on The Neighborhoods Subdivision/Site Plan and includes, without limitation, the Clubhouse located on Lot 1 of The Neighborhoods and Tennis Court located on Lot 5 of The Neighborhoods.
- 1-8. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of The Association (as provided herein) and The Base Assessment, Special Assessments and Specific Assessments to fund the Common Expenses assessed by The Neighborhoods at Woodland Pond Association, Inc. ("Neighborhoods Association") pursuant to The Neighborhoods Covenants (as defined herein), together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of The Condominium Instruments; "Future Common Expenses" shall mean Common Expenses for which Assessments are not yet due and payable.
- 1-9. "Common Profits" means all income collected or accrued by or on behalf of The Association, other than income derived from Special Assessments against individual Units.
- 1-10. "The Condominium" means the real property and any interests therein described in **Exhibit A** hereof.

- 1-11. "The Condominium Instruments" means this Declaration and the Bylaws annexed hereto as the same from time to time may be amended.
- 1-12. (Intentionally deleted.)
- 1-13. "The Declarant" means **Woodland Pond, L.P.**, a Delaware limited partnership, duly established by law, with a place of business at c/o Stebbins, Lazos & Van Der Beken, P.A., Suite 301, 66 Hanover Street, Manchester, NH 03101, and its successors and assigns.
- 1-14. "Declaration" means this instrument.
- 1-15. "Institutional Lender" or "Institutional Lenders" means one or more commercial or savings banks, savings and loan association, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1-16. "Limited Common Area" means a portion of The Common Area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units.
- 1-17. "Manager" means the person designated by The Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by The Board in accordance with the provisions of this Declaration and the Bylaws.
- 1-18. "Neighborhoods Association" means The Neighborhoods at Woodland Pond Homeowners Association, Inc., a New Hampshire non-profit corporation, its successors or assigns as described in the Neighborhoods Covenants.
- 1-19. "The Neighborhoods at Woodland Pond" or "The Neighborhoods" shall mean the real property described in Exhibit A of The Neighborhoods Covenants including Lots 1, 2, 3, 4 and 5 as shown on The Neighborhoods Subdivision/Site Plan.
- 1-20. "Neighborhoods Covenants" means the "Declaration of Covenants, Conditions, Easements and Restrictions for The Neighborhoods at Woodland Pond, Manchester, New Hampshire dated June 19, 2006 and recorded at Book 7693, Page 1650 of the Hillsborough County Registry of Deeds.
- 1-21. "Owner" or "Owners" means one or more persons who own a Unit.
- 1-22. "Rules and Regulations" means such reasonable regulations as The Board from time to time may adopt relative to the use of The Condominium, or any part thereof.

- 1-23. "Site Plan" means any and all site plans or plats which concern The Condominium and the land described in **Exhibit A** and any revisions thereof, and any and all floor plans relative thereto, recorded in Hillsborough County Registry of Deeds herewith subsequently pursuant to **Section 20 III** or **Section 21** of The Act; or subsequently for the purpose of amending any previously recorded Floor Plan or plat.
- 1-24. "Submitted Land" means the land in The Condominium, which land is described in **Exhibit A** hereto.
- 1-25. "Supplemental Declaration" means any Declaration of Covenants and Restrictions, which by its terms of expressly made supplemental to this Declaration.
- 1-26. "Undivided Percentage Interest" means the undivided percentage interest in and to The Common Area attributed to each Unit and as set forth in **Exhibit B** appended hereto.
- 1-27. "Unit" or "Units" means a portion or portions of The Condominium designated and intended for individual ownership and use and the undivided interest in The Common Area appertaining to that use.
- 1-28. "FNMA" and "FHLMC" respectively means the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and their successors in interest.

ARTICLE 2

UNITS, COMMON AREA, LIMITED COMMON AREA

- 2-1. Description of Land. A legal description of the land, hereby submitted to the provisions of **New Hampshire RSA 356-B** is contained in **Exhibit A** attached hereto and made a part hereof.
- 2-2. Description of Buildings. There shall be thirty-five (35) residential structures in The Condominium, containing a total of one hundred fifty-eight (158) Units, which shall be constructed as The Condominium. The buildings are and shall be constructed of wood frame and wood exterior.
- 2-3. Description of Units. The Unit number and the dimensions of each Unit are shown on the Site Plan and Floor Plans recorded herewith and will be shown on the "As-Built" Site Plans and/or Floor Plans filed at the time of sale of such Units. The boundaries of each Unit with respect to floors, ceilings, walls, doors, and windows thereof are as follows:

- 2-3-1. (1) **Horizontal Boundaries:**

(a) **Lower Boundary**

(i) The unfinished upper surface of the concrete slab or basement, or "crawl space" slab, as the case may be.

(b) **Upper boundary**

The lower plane of the roof rafters (or corresponding joists) within such Unit.

2-3-2. (2) **Vertical Boundaries:**

The vertical boundaries of each Unit shall be:

(a) Exterior building walls, doors, and windows

(i) **Exterior walls:**

The exterior plane of the interior wallboard or plaster of the exterior wall.

(ii) **Exterior doors, windows and skylights:**

The outer surface of the door and the outer surface of the window or skylight sash.

2-3-3.

Each Unit includes the portion of the building within said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. All doors and windows serving the Unit, and all lath, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces in the Unit are part of the Unit.

2-3-4.

The pipes, ducts, flues, chutes, conduits, wires, and other utility installations, including air conditioning situated in a Unit, which serve that Unit alone, are part of the Unit. If any such pipes, ducts, flues, chutes, conduits, wires, and other utility installations lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of The Common Area shall be deemed part of The Common Area.

2-4.

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

2-4-1.

The land on which the buildings containing the Units are located, the walks, shrubbery, and other plantings, parking areas, the driveway, and other land and interests in land included in the description of The Condominium in **Exhibit A**;

2-4-2. The foundations, column girders, beams and supports, and roof of said buildings; the perimeter walls and door frames around each Unit to the unfinished or undecorated interior surfaces thereof, and other walls and door frames which are not within a Unit; doors and walls which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and the floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas.

2-4-3. The water supply lines and equipment and sewer tie-ins serving more than One Unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other Common Area within the Unit).

2-4-4. Any amenities which are constructed as recreational amenities which are a part of The Common Area as may be shown on the Site Plan and on The Neighborhoods Subdivision/Site Plan.

2-4-5. All other parts of The Condominium, including Limited Common Area and personal property acquired by The Association, necessary or convenient to its existence, maintenance, and safety, or normally in common use, and including any other easements set forth in Exhibit A or in this Declaration.

2-4-6. All driveways and roadways within The Condominium, and contained within The Common Area, as shown on the Site Plan to be recorded herewith, as amended, all of which shall be and remain private rights-of-way as part of The Common Area, to be constructed, owned by and maintained by The Association as a Common Expense.

All such roadways shall be laid out and constructed so as to serve The Condominium only and shall not be constructed to form a throughway or connection between public highways.

Such roadways shall, however, be constructed to specifications determined by the Manchester Planning Board as shown on the approved The Neighborhoods Subdivision/Site Plan, and in a manner which shall, at all times, be maintained so as to allow accessibility to all Units and other buildings by emergency, police, fire, and City of Manchester official vehicles, in order to provide normal and emergency City health and safety services.

2-5. **Description of Limited Common Area.** There is appurtenant to some of the Units areas designated as Limited Common Area which are limited to the exclusive use of the Owner or owners of the Unit or Units to which they are appurtenant or with which they have been decided (in the case of inside parking spaces):

2-5-1. The exclusive right to use a balcony or deck attached or appurtenant to some of the units, or any parking space assigned to some of the units in the deed of said unit to the unit owner and as shown on the Site Plans as "Limited Common Area," is assigned to the exclusive use of the Unit to which it is assigned or attached. Each Owner shall be required to keep their respective Limited Common Area in a neat and orderly condition at all times.

2-6. Unit Percentage Interest in Common Area and Facilities. An undivided interest in The Common Area is allocated to each Unit in accordance with **Exhibit B**, as amended from time to time. There shall appertain to each Unit in The Condominium, for voting purposes in connection with meetings of The Association, a weighted vote based on the undivided interest of the unit in the common area in accordance with **Exhibit B** as amended from time to time. Where a particular Unit is owned by more than one person, said Owners may not divide the vote appertaining to that Unit.

2-7. **Statement of the Purposes of Condominium Use.** The Condominium is primarily intended for residential use

2-7-1. Each Unit shall be occupied and used only for private, residential purposes by the owner and his or her family, or by lessees or guests of the Owner, and not for any business or professional use whatsoever. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof. Any rental shall be by written lease. Said lease shall be for no less than one (1) year and shall be subject to The Condominium Instruments. The Declarant shall also have the right to lease Units and specifically The Declarant shall have the right to operate a rental business with respect to all or any of the Units.

2-7-2. The Common Areas shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to The Common Area, and anyone causing such damage shall pay the expense incurred by The Board in repairing the same. No boats, boat trailers, trucks (semi), commercial vehicles, snowmobiles, or other such personal property shall be stored in The Common Area. Nothing shall be altered, constructed in, or removed from The Common Area without the prior written consent of The Board.

2-7-3. No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of The Condominium, which will increase the rate of insurance on The Common Area without the prior written consent of The Board.

2-7-4. No signs, clothes lines, television antennas, refuse, television antennas, satellite dishes or loose clothing or similar material or equipment shall be placed within The Common Area by any Unit Owner.

2-7-5. No animals, livestock, or poultry, except as permitted in the By-laws, shall be kept anywhere within The Condominium. Fish aquariums not in excess of twenty (20) gallons are exempt.

2-7-6. The administration of The Condominium shall be governed by The Association. Each Owner shall be a member of The Association. The membership of The Association shall consist of all the Owners. Each Unit shall be allocated a percentage interest as set forth in Exhibit B. The administration, powers, and duties of The Association and its Board of Directors shall be as contained within this Declaration and the Bylaws of The Association.

The Declarant shall be deemed to be the owner of any Units not sold by The Declarant and The Declarant and its representatives and assigns may make such use of such unsold Units and of The Common Area as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; however, all of the foregoing shall not substantially interfere with the use of the Units by the respective Owners.

2-7-7. The Association is empowered to adopt and amend, from time to time, Rules and Regulations concerning the use of The Condominium and various parts thereof, which Rules and Regulations shall be furnished in writing to all owners and which Rules and Regulations shall not be violated.

2-7-8. The consent of The Board referred to in this ARTICLE 2 may be withdrawn by The Board whenever it deems such withdrawal to be in the best interests of The Condominium.

2-7-9. Except as set forth in "2-7-9-1." below, occupancy within any Unit is limited to not more than four (4) persons per Unit and not more than two (2) persons per Unit not related by blood or marriage.

2-7-9-1. Upon a reasonable showing of (a) medical necessity or (b) the need for a live-in care giver, the Board shall consent to occupancy of any Unit by a live-in care giver for one or both of the Units owner(s).

2-7-10. Rights of Action. The Association and any aggrieved Unit Owner shall have the right to enforce the terms of this Declaration, the Bylaws, or the Rules and Regulations of the **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM** against any Unit Owners or The Association who, if it fails to comply with requirements of documents or the decision made by The Association, by seeking injunctive relief in the Hillsborough County Superior Court.

2-8. Persons to Receive Service of Process. The Consumer Protection and Antitrust Division of the Office of the New Hampshire Attorney General's New Hampshire Department of Justice, shall be the person to receive service of any lawful process in any non-criminal proceeding arising under The Act against The Declarant or its personal representative.

2-8-1. Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under The Act against The Association. For the purposes of this paragraph, the place of business of The Board shall be considered to be **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM, c/o Stebbins, Lazos & Van Der Beken, P.A., Suite 301, 66 Hanover Street, Manchester, NH 03101**

2-8-2. Service of any lawful process in any proceeding arising under The Act against The Declarant or its personal representatives shall be made upon its Registered Resident Agent in the State of New Hampshire.

2.9. SUBJECT TO THE NEIGHBORHOODS COVENANTS. THE CONDOMINIUM AND EACH UNIT THEREOF AND THIS DECLARATION AND BY-LAWS IS SUBJECT TO AND GOVERNED BY THE NEIGHBORHOODS COVENANTS WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE ASSOCIATION AND OWNERS SHALL COMPLY WITH AND PERFORM ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THE NEIGHBORHOODS COVENANTS. IN THE EVENT THAT ANY PROVISION OF THIS DECLARATION, THE BY-LAWS OR THE RULES AND REGULATIONS IS INCONSISTENT WITH SIMILAR PROVISIONS OF THE NEIGHBORHOODS COVENANTS, THE NEIGHBORHOODS COVENANTS SHALL GOVERN.

ARTICLE 3
INSURANCE AND VOTING IN THE EVENT
OF DAMAGE OR DESTRUCTION

3-1. Purchase of Insurance.

(a) The Association shall obtain and maintain in force insurance covering The Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of The Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against owners as part of the common Expenses. The named insured shall be The Association, individually, and as agent for the Owners, without naming them,

and as agent for their Institutional Lenders.

- (b) Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Owners. All such policies shall provide that payments for losses thereunder shall be made to The Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

3-2.

Coverage.

- (a) Casualty. All buildings, improvements, and structures which are included in The Condominium, including buildings, improvements, and structures in The Common Area and the Limited Common Area, and all personal property in The Common Area, and all fixtures, machinery, equipment, and supplies maintained for the service of The Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units, shall be insured in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and
- (ii) All such other risks and perils as from time to time shall be customarily covered with respect to use as the buildings included in The Condominium including but not limited to vandalism and malicious mischief, including those covered by the standard "all risk" endorsement, and shall not be written on policies calling for any deductible amount in excess of the lesser amount of one percent (1%) of the insurance coverage or Ten Thousand Dollars (\$10,000.00).

(b) Public Liability. The Association shall procure and maintain comprehensive public liability insurance covering The Association, the Board of Directors, the Manager (if any), all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the foregoing, all Owners, and all other persons entitled to occupy any Unit or other portion of The Condominium. Such insurance shall be written on an "occurrence" basis and shall provide coverage:

- (i) of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person,

not less than One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in the same occurrence, and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property; or

- (ii) such greater coverage as may, from time to time, be required for multifamily protection in order to qualify for FHLMC and FNMA underwriting. A single limit policy in the amount of One Million Dollars (\$1,000,000.00) shall be deemed in compliance with the foregoing sentence.

Such insurance shall provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder, or against all other insured thereunder as a group, but shall not insure against the individual liability of a Owner for negligence occurring within his or her Unit or his or her Limited Common Area. Such insurance shall also provide coverage for any liability that results from lawsuits related to employment contracts in which The Association is a party.

- (c) Worker's Compensation. The Association shall procure and maintain worker's compensation insurance as required by law.

- (d) Other Insurance. The Association shall procure and maintain:

- (i) insurance upon owned and non-owned motor vehicles;
- (ii) as is required by **New Hampshire RSA 356-B;**
- (iii) including flood insurance, in such amount, if required by FNMA or FHLMC for mortgage programs underwritten by them or either of them;
- (iv) Fidelity Bond coverage as required by FNMA and/or FHLMC; and
- (v) such other insurance as the Board of Directors shall determine from time to time to be desirable.

Every Fidelity Insurance bond must:

- (A) name The Association as the insured;
- (B) have coverage equal to no less than the maximum amount of funds in The Association's (or its management agent's) custody at any one time.

General Insurance Provisions.

- (a) The Board shall deal with the insurer or insurance agent in connection with the adjusting agent in connection with the adjusting of all claims under insurance policies provided for under this **ARTICLE 3** and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of the improvements within The Condominium, and shall make any necessary changes in the policy provided for hereunder (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such section.

- (b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under this **ARTICLE 3**:
 - (i) shall contain waivers of subrogation by the insurer as to claims against The Association, its employees, and agents, members of The Board, the Manager, Owners, and members of the family of any owner who reside with said owner, except in cases of arson and fraud;
 - (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the owners over which the association has "no control";
 - (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of The Condominium over which the insured, or Owners collectively, have no control;
 - (iv) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the condominium;
 - (v) shall exclude policies obtained by individual owners for consideration under any "no other insurance" clause;
 - (vi) shall provide that until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the owner of such Unit, the other Owners, the Board of Directors, or

any of their agents, employees or household members, nor canceled for nonpayment of premiums;

(viii) shall recognize an Insurance Trust Agreement should The Association enter into one;

(ix) shall contain a "loss payable" clause showing the Association as trustee for each Owner and the holder of each Unit's mortgage; and

(x) shall contain the standard mortgage clause naming the mortgagee of the Units, provided that each Owner provides the Association with the name and address of their mortgagee of record.

3-4.

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

(a) Each Owner may obtain additional insurance for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by The Board pursuant to **ARTICLE 3** above, and each owner hereby assigns to The Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage of said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with The Association.

(b) Each Owner should obtain insurance for his or her own benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area, any floor coverings, appliances, and other personal property not covered in the master policy, and all improvements to his or her Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported to The Board.

(c) Each Owner, prior to commencement of construction of such improvements, shall notify The Board of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) and upon receipt of such

notice, The Board shall notify the insurer under any policy obtained pursuant to **Section 3-2.** hereof, of any such improvements.

- (d) Each Owner should obtain liability insurance with respect to his or her ownership and/or use of his or her Unit.

3-5. **Notice of Owners.** When any policy of insurance has been obtained on behalf of The Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner by the Secretary of The Association. Such notice shall be sent by United States certified mail, return receipt requested, to all Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary; or such notice may be hand-delivered by the Secretary or Manager, provided the Secretary or Manager obtains a receipt of acceptance of such notice from the Owner.

3-6. **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** of The Act, be used to repair, replace, restore the structure or The Common Area damaged, unless the Owners, to the extent permitted by The Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate The Condominium pursuant to **Section 34** of The Act. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each owner, for each mortgagee of a Unit, and for each Owner of any other interest in The Condominium to adjust all claims resulting from such damage and to deliver releases upon the payment of claims.

ARTICLE 4

EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-1. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his or her Unit. No Owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors, and ceilings surrounding his or her Unit, nor shall an Owner be deemed to own pipes, wires, conduits, or other utility lines running through said Unit which are utilized for or serve more than one Unit, which items are hereby made a part of The Common Area. An Owner shall, however, be deemed to own the walls and partitions which are contained within said Owner's Unit and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and decorations, etc.

4-2. Each Owner shall own an equal and undivided interest in The Common Area as set forth in **Exhibit B.** No such interest shall be altered in a manner which is contrary to the provisions of The Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each Owner may use The Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he or she does not

hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Regulations adopted pursuant to said provisions.

4-3. The Declarant has reserved no right to add land to The Condominium.

4-4. Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant or assigned/deeded to his or her Unit. The exclusive use of the Limited Common Area shall not be altered without the consent of all the owners expressed in an Amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 5 **MAINTENANCE AND REPAIRS**

5-1. **Owners Obligation to Repair and Maintain.** Each Owner shall, at his or her own expense, keep his or her Unit and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement, of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not The Common Area, and which are located in his or her Unit. Each Owner shall immediately notify The Board or its agents of any damage to malfunction of any facilities for the furnishing of utility services or waste removal which are The Common Area within his or her Unit. Each Owner shall also, at his or her own expense, keep the Limited Common Area appurtenant to his or her Unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him or her, reasonable wear and tear excepted. In the event an Owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to him or her by The Board, The Board may enter and make such repairs, the expense of which shall be borne by said Owner. No Owner shall permit any repair or other work of an aggregate cost in excess of Five Hundred Dollars (\$500.00) in his or her Unit or the Limited Common Area appurtenant to his or her Unit by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in forms and amounts which are satisfactory to The Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations.

5-2. **Association's Obligation to Maintain.** Except as otherwise provided, The Association shall be responsible for:

- (a) the maintenance, repair, and replacement; and
- (b) the expense of such repair (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said owner's actual or implied consent, in which case the expense shall be charged to

such Owner, unless forgiven by vote of The Association) of all of The Common Area and Limited Common Area whether located inside or outside of the Units, including all sewer tie-ins and related equipment, and all water system tie-ins and related equipment, and whether now existing or hereafter constructed, the cost of which shall be assessed to all owners as a Common Expense. (Maintenance of Limited Common Area shall not include the keeping of said Area in a neat and orderly condition as provided in **Section 5-1.** above, nor to maintain it on a day-to-day basis.)

- 5-3. **Management Contract.** The Board of Directors, acting on behalf of The Association, may enter into a Management Agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint Management Agreement, for the management of The Condominium and its maintenance and repair, and may delegate to a Manager all the powers and duties of The Association, except such as are specifically required by the Declaration, or by the Bylaws, to have the approval of the Board of Directors or the membership of The Association. The Manager may be authorized to determine the budget and make and collect Assessments for Common Expenses as provided by the Declaration, Bylaws, and Appendices to the Declaration.

ARTICLE 6

PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

- 6-1. No Owner shall, without first satisfying the requirements regarding repair or other work set forth in **ARTICLE 5** above, and in addition, obtaining the written consent of The Board:
- 6-1-1. Make or permit to be made any structural alterations, improvement, or addition in or to his or her Unit or in or to any other part of The Condominium;
- 6-1-2. Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Condominium;
- 6-1-3. Impair any easement or right or personal property, which is a part of The Condominium or The Neighborhoods Covenants;
- 6-1-4. Paint, decorate or otherwise modify any portion of the exterior of the building or any other structure in The Condominium or any Common Area therein.

ARTICLE 7

ENTRY FOR REPAIRS AND GRANT OF EASEMENTS

- 7-1. The Association shall have the irrevocable right, to be reasonably exercised by The Board or its agents, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or

construction for which The Board is responsible and shall have the irrevocable right, to be reasonably exercised by The Board or its agents, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by The Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence, misuse, or neglect of one or more Owners, in which case the said Owner or Owners shall bear the expense of such repairs.

7-2. The Association shall have the power and right to grant reasonable, non-exclusive permits, licenses, and easements over The Common Area for utilities, roads and other purposes necessary for the proper operation of The Condominium.

ARTICLE 8 CERTAIN PROVISIONS PERMITTED BY THE ACT

8-1. **Encroachments.** If any portion of The Common Area now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of The Common Area, or if any such encroachment shall occur hereafter as a result of:

- (a) setting of a building;
- (b) alteration of or repair to The Common Area made by or with the consent of the Board of Directors;
- (c) repair or restoration of a building or any Unit after damage by fire or other casualty; or
- (d) condemnation or eminent domain proceedings;

a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected building stands.

8-2. **Alterations Within Units.** Subject to the notification requirement of **ARTICLE 3** above, an Owner may make alterations, additions, and improvements within his or her Unit which do not violate **ARTICLE 6** hereof, including moving, removing, altering, or adding to interior non-load bearing walls and partitions, provided that no such alteration, addition, or improvement may affect the structural elements or integrity of any structure without the prior written consent by The Board.

8-3. **Relocation of Boundaries Between Units.** If the Owner of two (2) adjoining Units desires to combine such Units by removing their mutual boundaries, he, she, or they may do so if such Owner obtains the prior written approval of the Board of Directors, any mortgagee of the Units involved and any local and/or state boards

and agencies and if they comply with the procedures set forth in **Section 31** of The Act; provide, however, that no such relocation shall occur unless and until the Owners involved shall have satisfied The Board that any physical changes which may result to the building of which the Units are a part from the boundary relocation will not impair the structural integrity or adversely affect the exterior appearance of said building. The surviving Unit shall have as its percentage interest the total and percentage interest of the combined Units. Subsequent to such combination, the then owner of such combined Units may re-subdivide such combined Unit but only by reestablishing the original boundaries and otherwise complying with the requirements of this **Section 8-3** for combining Units.

ARTICLE 9

AMENDMENT OF CONDOMINIUM INSTRUMENTS

9-1. **Amendment Prior to Conveyance of a Unit.** Except as prohibited in **Section 9-4** below, prior to the conveyance of any Unit to an Owner other than The Declarant, The Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed by The Declarant.

9-2. **Amendment After Conveyance of a Unit.** Subsequent to the conveyance of a Unit to an Owner other than The Declarant and except as provided in **ARTICLE 16** or **Section 9-4**, below, The Condominium Instruments may be amended, only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3) of the voting power in The Association appertain, provided that:

- (a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered;
- (b) No instrument of amendment which alters the percentage of undivided interest in The Common Area, the liability for Common Expenses, the rights to Common Profits, or the voting rights in The Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by The Condominium Instruments, is consistent with the applicable provisions of The Act and except as provided in **Section 9-4**, below, has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby;
- (c) No instrument of amendment which alters The Condominium Instruments in any manner which would render any of them contrary to or inconsistent with any requirements or provisions of The Act shall be of any force or effect;
- (d) No instrument of amendment which purports to affect The Declarant's reserved rights of control set forth in **ARTICLE 16** of

this Declaration shall be of any force and effect unless it is assented to in writing by The Declarant, and this sent is recorded in such Amendment at the Hillsborough County Registry of Deeds;

(e) No instrument of amendment which purports to affect The Declarant's reserved rights and easements shall be of any force and effect unless it is assented to in writing by The Declarant and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds; and

(f) No instrument of amendment which would adversely affect The Declarant's right and ability to develop and/or market The Condominium shall be of any force or effect unless it is assented to in writing by The Declarant, and this assent is recorded with such amendment at the Hillsborough County Registry of Deeds.

9-2-1.

Subsequent to the conveyance of a Unit to an owner other than The Declarant the prior written approval of the first mortgagees of Units to which sixty-seven percent (67%) of the voting power in The Association appertains shall be required in order to adopt any amendment to any or all of The Condominium Instruments which amendment would have the effect of altering:

(a) The voting rights of the Owners in The Association;

(b) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens;

(c) The requirement of The Association reserves for replacement, maintenance, and repair of The Common Area;

(d) The terms of The Condominium Instruments relating to responsibility for maintenance and repair of the Units, The Common Area or the Limited Common Area;

(e) The terms of The Condominium Instruments relating to the insurance or fidelity bonds to be provided by The Association;

(f) The terms of The Condominium Instruments stating which Units and under what conditions Units may be leased;

(g) The terms of The Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his or her Unit;

(h) Any term of The Condominium Instruments that expressly benefits mortgage holders, insurers or guarantors;

(i) The terms of The Condominium Instruments providing for the

restoration or repair of the project after a hazard, damage, or partial condemnation; or

- (j) Any term of The Condominium Instruments relating to terminating The Condominium's legal status after substantial destruction or condemnation occurs.

9-3.

Recording Required. No amendment to The Condominium instruments shall become effective until an instrument setting it forth in full shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

9-4.

The Declarant reserves the right to itself and its successors in interest to amend The Condominium Instruments without the consent of any Unit Owners or First Mortgagees, but only to:

- (a) correct typographical errors; or
- (b) to bring The Condominium Instruments in compliance with **New Hampshire RSA 356-B**; or
- (c) to conform The Condominium Instruments to the requirements of FNMA and FHLMC loan guaranty underwriting requirements, but only until the provisions of **Section 16-1**, below have occurred.

ARTICLE 10 ASSESSMENTS

10-1.

Power to Fix and Determine. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of The Condominium and such other fees and charges as are specifically provided for in the Declaration and the Exhibits attached hereto and the Bylaws. The procedure

for the determination of all such Assessments shall be as set forth in the Bylaws of The Association and the Declaration and the Exhibits attached hereto.

10-2.

Owner's Obligation To Pay Assessments. Each owner shall pay all Common Expenses assessed against him or her and all other Assessments and charges made against him or her (i) by the Board of Directors pursuant to the Declaration or Bylaws and (ii) by The Neighborhoods Association. Any Owner having executed a contract for the disposition of his or her Unit, shall be entitled, upon written request to the President, Treasurer, or Secretary of The Association and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Ten Dollars (\$10.00) or the largest amount allowed by The Act, whichever is greater, to a recordable statement setting forth the amount of unpaid Assessments currently levied against that Unit. Such statement setting forth the amount of Unpaid Assessment shall be binding upon The Association, the Board of Directors, and every Owner. Failure to furnish such statement within ten (10) business days following receipt of such request shall extinguish the lien created by **Section 46** of The Act.

10-3.

Unpaid Assessments. Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum. (or such other rate as the Board of Directors may determine) provided said interest rate does not violate any then applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then highest permitted rate) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge to be determined by the Directors of The Association but which shall not exceed any limits imposed by The Act and which shall initially be Twenty-Five Dollars (\$25.00) shall be due and payable. Regular Assessments shall be due and payable monthly on the first day of each calendar month. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any Assessments against such Unit which are unpaid at the time of such purchase.

10-4.

Lien For Unpaid Assessments.

- (a) The Association shall have a lien upon each Unit for unpaid Assessments, together with interest thereon, against the Owner thereof. Expenses incurred by The Association, including reasonable attorneys' fees, incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by The Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by The Association, in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing

said lien, and may settle and compromise the same if deemed in the best interests of The Association. Said lien shall be effective as and in the manner provided for by The Act, and shall have the priorities established by The Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid Assessments, and to apply as a cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay.

10-4-1.

Limitation Upon Liability of The Association. Notwithstanding the duty of The Association to maintain and repair parts of The Condominium, The Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by The Association.

ARTICLE 11

CAPITAL RESERVE FUND

11-1.

Each Owner on the date of purchase shall pay to the Association an amount equal to two (2) months of Condominium Common Expenses which amount shall be used to establish a Capital Reserve Fund for future major maintenance and repair expenses.

ARTICLE 12

WAIVER

12-1.

The failure of The Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by The Board of payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by The Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by The Board.

ARTICLE 13

LIABILITY OF THE BOARD

13-1.

The members of The Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of The Board against all contractual liability to others arising out of contracts made by The Board on behalf of The Condominium unless any such contract shall have been made in bad

faith or contrary to the provisions of the Declaration or of the Bylaws. It is permissible for the members of The Board, who are Directors or Officers of The Declarant, to contract with The Declarant and affiliated corporations without fear of being charged with self-dealing during the period in which The Declarant is in control of the Board of Directors and Officers pursuant to **ARTICLE 16** below. It is intended that the members of The Board shall have no personal liability, other than as Owners, with respect to any contract made by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is also intended that the personal liability of each Owner arising out of any contract made by The Board or out of the aforesaid indemnity in favor of the members of The Board shall be limited to such proportion of the total liability thereunder as his or her interest in The Common Area bears to the interests of all the Owners in The Common Area (except that the personal liability of Owner who are members of The Board and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited) The provisions of this **ARTICLE 13** do not apply to and shall not preclude claims for property damage and personal injury by Owners against The Board or any other insured under the liability insurance required by **Section 13-2** above.

ARTICLE 14
ENFORCEMENT

14-1. Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, and the Rules and Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Rules and Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by The Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

ARTICLE 15
PERSONAL PROPERTY

15-1. The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE 16
TERMINATION OF CONDOMINIUM

16-1. **Termination Prior To Conveyance Of A Unit.** Prior to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated

at any time by an instrument in writing signed by The Declarant.

16-2. **Termination After Conveyance of A Unit.**

- (a) **Required Vote.** Subsequent to the conveyance of a Unit to an Owner other than The Declarant, The Condominium may be terminated only by an instrument in writing approved and agreed to by Owners of Units to which four-fifths (4/5) of the voting power in The Association appertain.

- (b) **Effect of Termination.** If The Association votes to terminate The Condominium at any time or for any reason, then upon the recording of an instrument terminating The Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in The Common Area immediately prior to such recordation. As long as such tenancy in common lasts, each Owner and their respective heirs, successors, and assigns shall have an exclusive right of occupancy of that portion of The Condominium property, which formerly constituted his or her Unit.

16-3. **Recording Required.** No termination of The Condominium shall become effective until an instrument reciting the fact of such termination shall be recorded at the Hillsborough County Registry of Deeds. After the conveyance of a Unit to an Owner other than The Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of The Association, in which case it shall be accompanied by a certification of vote by the Secretary of The Association and shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

ARTICLE 17

CONSENT OF FIRST MORTGAGEE

17-1. Notwithstanding any other provision of this Declaration, the Bylaws, or Regulations, so long as a mortgagee is the holder of a construction mortgage lien conveyed to it by The Declarant covering one or more of the Units, and unless all construction mortgagees shall have given their approval, The Association and

Board of Directors shall not be entitled to:

- (a) by act or omission, seek to terminate The Condominium;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area; or

17-2.

This **ARTICLE 17** shall not apply to or in any way be construed as a limitation upon the right of The Declarant to create additional Units on the Convertible Land, if any, with the resulting change in the undivided percentage of interests allocated to existing Units pursuant to the provisions of The Act and of this Declaration.

ARTICLE 18
UNIT MORTGAGEE
FNMA/FHLMC REQUIREMENTS:

18-1.

Notwithstanding any other provision on this Declaration, the Bylaws, or Rules and Regulations, it shall require the prior written approval two-thirds (2/3) of the mortgagees (based on one vote per first mortgage) holding mortgages recorded in the Hillsborough County Registry of Deeds constituting first liens on Units within The Condominium, or the Owners of such number of Units to which two-thirds (2/3) of the voting power in The Association appertains in order for The Association or its Board of Directors to be entitled to:

- a) by act or omission, seek to abandon or terminate The Condominium (and subject to the requirements of **New Hampshire RSA 356-B:34 I and Section 21-2** below);
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer The Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to The Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by statute in case of substantial loss to the Units and/or The Common Area.

(e) change the pro rata interest or obligations of any Unit in order to levy Assessment or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the common elements (except pursuant to **New Hampshire RSA 356-B:23 and ARTICLE 18** of this Declaration). As used in this **Section 20-1**, only, the word "Owner" shall not include The Declarant.

18-2. No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or The Common Area or any portions thereof.

18-3. **Notices.** The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages in a Unit in the event:

- (a) that any condemnation or casualty loss occurs which effects a material portion of The Condominium or the mortgaged Unit;
- (b) of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by The Association;
- (c) of any action which requires the consent of a special percentage of mortgage holders; or
- (d) of or for a particular Unit, any sixty (60) days' delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

To obtain this information, the holder, insured, or guarantor of a mortgage on a Unit, must submit a written request and notice to The Association which specifies their particular interest.

18-4. Until and unless such time as The Condominium contains more Units and there is no audited financial statement of The Association accounts available, any mortgage holder may have an audited statement prepared of the Unit Owners' Association accounts at the mortgage holder's expense. At the time The Condominium contains more Units, The Association will prepare an audited statement for the preceding fiscal year if more than ten (10) holders of first mortgages that are secured by Units of The Condominium submit a written request for such an audited statement.

ARTICLE 19
NOTICES

19-1. All notices hereunder, and under the Bylaws and The Act, to The Association and The Board shall be to **WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM ASSOCIATION, INC.**, 84 State Street, Boston, Massachusetts 02109, or to such other address as The Board may designate, from time to time, by notice in writing to all Owners. All such notices to owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated to The Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

ARTICLE 20
EASEMENTS

20-1. The Declarant reserves the right to convey easements to any municipality and/or utility companies or third party or other parcel in The Neighborhoods which easements are necessary or desirable for The Condominium or The Neighborhoods. All such easements do hereby take precedence over the Unit Owners rights and title in and to their Units and The Common Area, and this right shall pass to The Association upon the expiration of The Declarant's rights under **ARTICLE 16** above.

ARTICLE 21
SEVERABILITY

21-1. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any part of this Declaration shall not affect in any manner the validity, enforceability, or effect of the balance of this Declaration.

ARTICLE 22
GENDER

22-1. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE 23
INTERPRETATION

23-1. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium project.

ARTICLE 24

OPTION TO CONTRACT

- 24-1. **Option to Contract.** Except as set forth in **Section 16-7** above, regarding any necessary easements, The Declarant hereby expressly declines any reservation of the right to withdraw any part of the "Submitted Land" from this Declaration or The Condominium, and has therefore, not created any "Withdrawable Land" within The Condominium.

ARTICLE 25

STATUTORY WARRANTY AGAINST STRUCTURAL DEFECTS

- 25-1. The Declarant warrants against structural defects:

- (a) each of the Units for one (1) year from the date such is conveyed; and
- (b) all of The Common Area for one (1) year but expressly excluding the Common Area described in The Neighborhoods Covenants which are governed by said Covenants and are the exclusive responsibility of The Neighborhoods Association.

The one year referred to in the previous sentence shall begin as to each of The Common Areas whenever the same has been completed or if later:

- (a) as to any Common Area within any portion of the Condominium, at the time of the first Unit therein is conveyed.

For the purposes of this paragraph, no Unit shall be deemed conveyed unless conveyed to a bona fide purchaser. For the purposes of this paragraph, structural defects shall be those defects in Components constituting any Unit or Common Area which reduce the stability or safety of the Structure below accepted standards or restrict the normal intended use of all or part of the Structure and which require repair, renovation, restoration, or replacement. Nothing in this paragraph shall be construed to make The Declarant responsible for any items of maintenance relating to the Units or Common Areas or the Common Area described in The Neighborhoods Covenants.

- 25-1-1. Except as set forth in **Section 25-1** above, or in any other written warranty or home owner's insurance policy delivered by The Declarant to any Unit Owner, The Declarant, on behalf of itself and its wholly-owned subsidiaries, hereby disclaims any warranty of merchantability for fitness for a particular purpose; and except for any warranties implied by law and not subject to exclusion, there are no warranties in favor of any Unit Owner or The Association which extended beyond the express warranties set forth in **Section 25-1** above. The term of any warranties of The Declarant implied by law and not (a) set forth in **Section 25-1** above; or (b) subject to exclusion, shall end one year after (a) the issuance of any occupancy permit; or (b) after the date first third party Unit Owner takes title to

the Unit, whichever is later to occur.

The Declarant expressly disclaims responsibility for incidental, consequential, or special damages, and the same are expressly excluded from the warranties referred to herein. The Declarant reserves the right to substitute for any materials, equipment, and appliances to be used in the Units and buildings described herein and to change the size, number, and location of buildings, Units, and other improvements. The Declarant is not responsible for variations in dimensions from one Unit to another of similar design.

IN WITNESS WHEREOF, WOODLAND POND, L.P., by its General Partner, duly authorized, has executed this Declaration on the day and year first above written.

WOODLAND POND, L.P.
By Its General Partner
Abbott Woodland Pond, LLC

Witness _____
By: _____
Manager

Witness _____
By: _____
Manager

STATE OF _____,
SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by, the Co-Manager of Abbott Woodland Pond, LLC the General Partner of Woodland Pond, L.P., Delaware limited partnership, by and on behalf of said partnership.

Name:
Justice of the Peace/Notary Public
My commission expires: _____

STATE OF _____,
SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by, the Co-Manager of Abbott Woodland Pond, LLC the General Partner of Woodland Pond, L.P., a Delaware limited partnership, by and on behalf of said limited liability company,

Name:
Justice of the Peace/Notary Public
My commission expires: _____

EXHIBIT A
(Submitted Land)

**LEGAL DESCRIPTION OF
SUBMITTED LAND**

A CERTAIN PARCEL OF LAND IN THE CITY OF MANCHESTER, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, SHOWN AS LOT 2 ON "SURVEY PLAN, THE NEIGHBORHOODS AT WOODLAND POND", MANCHESTER, NH", BY HAYES ENGINEERING, INC., DATED OCTOBER 26, 2005, REVISED 2-15-06, RECORDED AS PLAN # 34812, SAID PARCEL DESCRIBED AS FOLLOWS.

BEGINNING AT THE EASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED AT A POINT ON THE NORTHERLY SIDELINE OF COUNTRYSIDE BOULEVARD; THENCE RUNNING

WESTERLY ALONG SAID SIDELINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 104.23 FEET ON A RADIUS OF 105.00 FEET; THENCE TURNING AND RUNNING

N64°15'55"W A DISTANCE OF 140.00 FEET; THENCE TURNING AND RUNNING

S43°23'34"W A DISTANCE OF 380.49 FEET; THENCE TURNING AND RUNNING

S55°51'42"E A DISTANCE OF 475.43 FEET; THENCE TURNING AND RUNNING

S14°56'48"E A DISTANCE OF 587.88 FEET; THENCE TURNING AND RUNNING

S70°16'27"W A DISTANCE OF 524.83 FEET; THENCE TURNING AND RUNNING

S81°08'43"W A DISTANCE OF 429.55 FEET; THENCE TURNING AND RUNNING

N04°00'43"E A DISTANCE OF 817.42 FEET; THENCE TURNING AND RUNNING

S79°53'36"W A DISTANCE OF 202.58 FEET TO A POINT ON THE TOWN LINE BETWEEN THE TOWN OF GOFFSTOWN AND THE CITY OF MANCHESTER; THENCE TURNING AND RUNNING

N10°14'24"W ALONG SAID TOWN LINE A DISTANCE OF 1060.30 FEET; THENCE TURNING AND RUNNING

S83°29'47"E A DISTANCE OF 342.98 FEET; THENCE TURNING AND RUNNING

S89°31'52"E A DISTANCE OF 593.01 FEET; THENCE TURNING AND RUNNING

S09°10'56"E A DISTANCE OF 237.00 FEET; THENCE TURNING AND RUNNING

S73°25'28"E A DISTANCE OF 191.00 FEET; THENCE TURNING AND RUNNING

S07°23'30"E A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,424,929 SQUARE FEET, OR 32.712 ACRES.

EXHIBIT B

Building	Unit	TYPE	SF	ADDRESS	% Interest
2	1	D	1470	32 Woodview Way	0.6329%
2	2	F.1	1590	34 Woodview Way	0.6329%
2	3	F	1525	36 Woodview Way	0.6329%
2	4	D	1470	38 Woodview Way	0.6329%
1	1	A	1430	33 Woodview Way	0.6329%
1	2	B	1740	35 Woodview Way	0.6329%
1	3	B	1740	37 Woodview Way	0.6329%
1	4	B	1740	39 Woodview Way	0.6329%
1	5	B	1740	41 Woodview Way	0.6329%
1	6	A	1430	43 Woodview Way	0.6329%
4	1	D	1470	56 Woodview Way	0.6329%
4	2	F.1	1590	58 Woodview Way	0.6329%
4	3	F	1525	60 Woodview Way	0.6329%
4	4	F	1525	62 Woodview Way	0.6329%
4	5	D	1470	64 Woodview Way	0.6329%
3	1	A	1430	61 Woodview Way	0.6329%
3	2	B	1740	63 Woodview Way	0.6329%
3	3	B	1740	65 Woodview Way	0.6329%
3	4	A	1430	67 Woodview Way	0.6329%
6	1	D	1470	76 Woodview Way	0.6329%
6	2	F.1	1590	78 Woodview Way	0.6329%
6	3	F	1525	80 Woodview Way	0.6329%
6	4	F	1525	82 Woodview Way	0.6329%
6	5	D	1470	84 Woodview Way	0.6329%
5	1	A	1430	85 Woodview Way	0.6329%
5	2	B	1740	87 Woodview Way	0.6329%
5	3	B	1740	89 Woodview Way	0.6329%
5	4	A	1430	91 Woodview Way	0.6329%
6	1	D	1470	100 Woodview Way	0.6329%
6	2	F.1	1590	102 Woodview Way	0.6329%
6	3	F	1525	104 Woodview Way	0.6329%
6	4	F	1525	106 Woodview Way	0.6329%
6	5	D	1470	108 Woodview Way	0.6329%
7	1	A	1430	105 Woodview Way	0.6329%
7	2	B	1740	107 Woodview Way	0.6329%
7	3	B	1740	109 Woodview Way	0.6329%

7	4	A	1430	111	Woodview Way	0.6329%			
10	1	D	1470	142	Woodview Way	0.6329%			
10	2	F.1	1590	144	Woodview Way	0.6329%			
10	3	F	1525	146	Woodview Way	0.6329%			
10	4	F	1525	148	Woodview Way	0.6329%			
10	5	D	1470	150	Woodview Way	0.6329%			
9	1	A	1430	161	Woodview Way	0.6329%			
9	2	B	1740	163	Woodview Way	0.6329%			
9	3	B	1740	165	Woodview Way	0.6329%			
9	4	B	1740	167	Woodview Way	0.6329%			
9	5	B	1740	169	Woodview Way	0.6329%			
9	6	A	1430	171	Woodview Way	0.6329%			
12	1	A	1430	182	Woodview Way	0.6329%			
12	2	B	1740	184	Woodview Way	0.6329%			
12	3	B	1740	186	Woodview Way	0.6329%			
12	4	B	1740	188	Woodview Way	0.6329%			
12	5	B	1740	190	Woodview Way	0.6329%			
12	6	A	1430	192	Woodview Way	0.6329%			
11	1	D	1470	183	Woodview Way	0.6329%			
11	2	F	1525	185	Woodview Way	0.6329%			
11	3	F	1525	187	Woodview Way	0.6329%			
11	4	F.1	1590	189	Woodview Way	0.6329%			
11	5	D	1470	191	Woodview Way	0.6329%			
13	1	D	1470	203	Woodview Way	0.6329%			
13	2	F	1525	205	Woodview Way	0.6329%			
13	3	F	1525	207	Woodview Way	0.6329%			
13	4	F	1525	209	Woodview Way	0.6329%			
13	5	F.1	1590	211	Woodview Way	0.6329%			
13	6	D	1470	213	Woodview Way	0.6329%			
14	1	D	1470	216	Woodview Way	0.6329%			
14	2	F.1	1590	218	Woodview Way	0.6329%			
14	3	F	1525	220	Woodview Way	0.6329%			
14	4	F	1525	222	Woodview Way	0.6329%			
14	5	D	1470	224	Woodview Way	0.6329%			
15	1	D	1470	235	Woodview Way	0.6329%			
15	2	F	1525	237	Woodview Way	0.6329%			
15	3	F.1	1590	239	Woodview Way	0.6329%			
15	4	D	1470	241	Woodview Way	0.6329%			
16	1	D	1470	236	Woodview Way	0.6329%			
16	2	F.1	1590	238	Woodview Way	0.6329%			
16	3	F	1525	240	Woodview Way	0.6329%			
16	4	D	1470	242	Woodview Way	0.6329%			

17	1	D	1470	257	Woodview Way	0.6329%		
17	2	F	1525	259	Woodview Way	0.6329%		
17	3	F	1525	261	Woodview Way	0.6329%		
17	4	F	1525	263	Woodview Way	0.6329%		
17	5	F.1	1590	265	Woodview Way	0.6329%		
17	6	D	1470	267	Woodview Way	0.6329%		
18	1	D	1470	256	Woodview Way	0.6329%		
18	2	F.1	1590	258	Woodview Way	0.6329%		
18	3	F	1525	260	Woodview Way	0.6329%		
18	4	F	1525	262	Woodview Way	0.6329%		
18	5	D	1470	264	Woodview Way	0.6329%		
19	1	D	1470	9	Forestedge Way	0.6329%		
19	2	F	1525	11	Forestedge Way	0.6329%		
19	3	F	1525	13	Forestedge Way	0.6329%		
19	4	F	1525	15	Forestedge Way	0.6329%		
19	5	F.1	1590	17	Forestedge Way	0.6329%		
19	6	D	1470	19	Forestedge Way	0.6329%		
20	1	I	1470	10	Forestedge Way	0.6329%		
20	2	F.1	1590	12	Forestedge Way	0.6329%		
20	3	F	1525	14	Forestedge Way	0.6329%		
20	4	F	1525	16	Forestedge Way	0.6329%		
20	5	F	1525	18	Forestedge Way	0.6329%		
20	6	I	1470	20	Forestedge Way	0.6329%		
21	1	D	1470	21	Forestedge Way	0.6329%		
21	2	F	1525	23	Forestedge Way	0.6329%		
21	3	D	1470	25	Forestedge Way	0.6329%		
22	1	D	1470	31	Forestedge Way	0.6329%		
22	2	F	1525	33	Forestedge Way	0.6329%		
22	3	F.1	1590	35	Forestedge Way	0.6329%		
22	4	D	1470	37	Forestedge Way	0.6329%		
23	1	D	1470	41	Forestedge Way	0.6329%		
23	2	F	1525	43	Forestedge Way	0.6329%		
23	3	D	1470	45	Forestedge Way	0.6329%		
24	1	D	1470	51	Forestedge Way	0.6329%		
24	2	F	1525	53	Forestedge Way	0.6329%		
24	3	F.1	1590	55	Forestedge Way	0.6329%		
24	4	D	1470	57	Forestedge Way	0.6329%		
25	1	I	1470	81	Forestedge Way	0.6329%		
25	2	F	1525	83	Forestedge Way	0.6329%		
25	3	D	1470	85	Forestedge Way	0.6329%		
26	1	D	1470	101	Forestedge Way	0.6329%		

26	2	F	1525	103	Forestedge Way	0.6329%		
26	3	D	1470	105	Forestedge Way	0.6329%		
27	1	A	1430	107	Forestedge Way	0.6329%		
27	2	B	1740	109	Forestedge Way	0.6329%		
27	3	B	1740	111	Forestedge Way	0.6329%		
27	4	B	1740	113	Forestedge Way	0.6329%		
27	5	B	1740	115	Forestedge Way	0.6329%		
27	6	A	1430	117	Forestedge Way	0.6329%		
28	1	I	1470	20	Centerwood Way	0.6329%		
28	2	F.1	1590	22	Centerwood Way	0.6329%		
28	3	F	1525	24	Centerwood Way	0.6329%		
28	4	D	1470	26	Centerwood Way	0.6329%		
29	1	D	1470	40	Centerwood Way	0.6329%		
29	2	F	1525	42	Centerwood Way	0.6329%		
29	3	I	1470	44	Centerwood Way	0.6329%		
30	1	I	1470	41	Centerwood Way	0.6329%		
30	2	F.1	1590	43	Centerwood Way	0.6329%		
30	3	F	1525	45	Centerwood Way	0.6329%		
30	4	D	1470	47	Centerwood Way	0.6329%		
31	1	D	1470	60	Centerwood Way	0.6329%		
31	2	F	1525	62	Centerwood Way	0.6329%		
31	3	D	1470	64	Centerwood Way	0.6329%		
32	1	D	1470	61	Centerwood Way	0.6329%		
32	2	F	1525	63	Centerwood Way	0.6329%		
32	3	F	1525	65	Centerwood Way	0.6329%		
32	4	F.1	1590	67	Centerwood Way	0.6329%		
32	5	D	1470	69	Centerwood Way	0.6329%		
33	1	D	1470	80	Centerwood Way	0.6329%		
33	2	F.1	1590	82	Centerwood Way	0.6329%		
33	3	F.1	1590	84	Centerwood Way	0.6329%		
33	4	D	1470	86	Centerwood Way	0.6329%		
34	1	D	1470	81	Centerwood Way	0.6329%		
34	2	F	1525	83	Centerwood Way	0.6329%		
34	3	D	1470	85	Centerwood Way	0.6329%		
35	1	D	1470	101	Centerwood Way	0.6329%		
35	2	F.1	1590	103	Centerwood Way	0.6329%		
35	3	F	1525	105	Centerwood Way	0.6329%		
35	4	F	1525	107	Centerwood Way	0.6329%		
35	5	D	1470	109	Centerwood Way	0.6329%		
	158					100.0000%		

Doc # 1021668 May 13, 2010 12:21 PM
Book 8203 Page 0638 Page 1 of 7
Register of Deeds, Hillsborough County
Bonnie O. Coughlin

2 of 2
Tax Stamp: \$ _____
Recording Fee: \$ _____
L-Chip Surcharge: \$ _____
Return to:
Devine, Millmet & Branch - Attn: 520
111 Amherst Street
Manchester, NH 03101

Property located in Manchester, Hillsborough County, New Hampshire

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM is made as of the 12th day of May, 2010, with the consent all of the current owners of Units in the Woodview Townhomes at Woodland Pond Condominium (the "Woodview Condominium"), as evidenced by the officers who have executed this document of the Woodview Townhomes at Woodland Pond Condominium Association, with an address c/o Peter Doloff, Sequel Management and Development, Inc., 2 Knightsbridge Drive, Nashua, New Hampshire 03063 (the "Association"), and the Successor Declarant, Hackett Hill Woodview, LLC, a Massachusetts limited liability company with an address c/o Lisciotti Development Corp., 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453 ("Successor Declarant").

RECITALS:

A. The Woodview Condominium was declared by Declaration of Condominium for Woodview Townhomes at Woodland Pond Condominium dated August 23, 2007, and recorded at Book 7895, Page 1458 in the Hillsborough County Registry of Deeds (the "Original Declaration"), by the original Declarant, Woodland Pond, L.P., a Delaware limited partnership (the "Original Declarant"). Terms not otherwise defined herein shall have the meanings set forth in the Original Declaration.

B. The Original Declarant constructed nineteen (19) Units of the one hundred fifty-eight (158) approved Units in the Woodview Condominium and sold six (6) of such constructed Units (the "Individual Unit Owners").

C. Successor Declarant was the purchaser at a foreclosure sale conducted on February 16, 2010, and closed on March 31, 2010, of the remaining thirteen (13) constructed

Units and all of the Original Declarant's rights and interests in the Submitted Land and rights and interests under the Declaration.

D. By unanimous consent of the owners of the Condominium, Woodview Townhomes at Woodland Pond Condominium Association, Inc. (the "Condominium Association"), all of the Owners voted in favor of amending the Original Declaration and the By-Laws of the Association (the "By-Laws") as set forth in this Amendment.

NOW, THEREFORE, by the vote taken by the Owners as required by the Original Declaration, the Original Declaration is amended as follows:

1. All references in the Original Declaration to the Original Declarant are deleted and Hackett Hill Woodview, LLC, is added in their place as Successor Declarant.
2. Section 1-13 is deleted in its entirety, and the following is added in its place.
 - 1-13. "The Declarant" means, as of March 31, 2010, Hackett Hill Woodview, LLC, a Massachusetts limited liability company with an address c/o Liscioiti Development Corp., 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453.
3. The place of business and address stated for the Condominium Association in Section 2-8-2 and Section 19-1 are deleted and the following is added in their place: "c/o Peter Doloff, Sequel Management and Development, Inc., 2 Knightsbridge Drive, Nashua, New Hampshire 03063."
4. The following new Section 2-10 is added to the Declaration:
 - 2-10 The Condominium shall be constructed in phases as set forth in Exhibit C, which is attached to the First Amendment to Declaration of Condominium for Woodview Townhomes at Woodland Pond Condominium.
5. The following new Section 9-5 is added to the Declaration:
 - 9-5 Notwithstanding anything contained in this Article 9 or otherwise in this Declaration to the contrary, Section 2-10 and Exhibit C of this Declaration may be amended by the Declarant to combine or alter phases by an amendment to this Declaration executed only by the Declarant and recorded in the Hillsborough County Registry of Deeds.
6. Exhibit B is amended by changing the second reference to Building "6" in the first column to Building "8."
7. Section 3 of the By-Laws is amended by deleting the following words: "three (3) or up to."

8. As amended herein, the Declaration and By-Laws remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Officers of the Woodview Townhomes at Woodland Pond Condominium Association and Hackett Hill Woodview, LLC have caused to be executed, this First Amendment to Declaration of Condominium for Woodview Townhomes at Woodland Pond Condominium on the day and year first written above.

WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM ASSOCIATION

By: Jaura Sutwillig, Its Duty
Authorized Jaura Sutwillig

By: Shawn Cohen, Its Duty
Authorized Shawn Cohen

HACKETT HILL WOODVIEW, LLC,
Successor Declarant

By: Gregg P. Lisciotti, Manager

Michelle Longtin
Witness
MICHELLE LONGTIN, Notary Public
My Commission Expires June 1, 2010

Michelle Longtin
Witness
MICHELLE LONGTIN, Notary Public
My Commission Expires June 1, 2010

Witness

8. As amended herein, the Declaration and By-Laws remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Officers of the Woodview Townhomes at Woodland Pond Condominium Association and Hackett Hill Woodview, LLC have caused to be executed, this First Amendment to Declaration of Condominium for Woodview Townhomes at Woodland Pond Condominium on the day and year first written above.

WOODVIEW TOWNHOMES AT WOODLAND
POND CONDOMINIUM ASSOCIATION

Witness

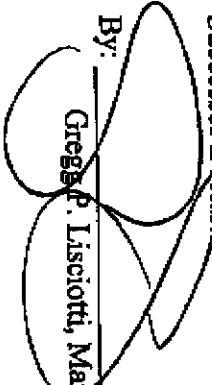
By: _____, Its Duly
Authorized _____

Witness

By: _____, Its Duly
Authorized _____

HACKETT HILL WOODVIEW, LLC,
Successor Declarant

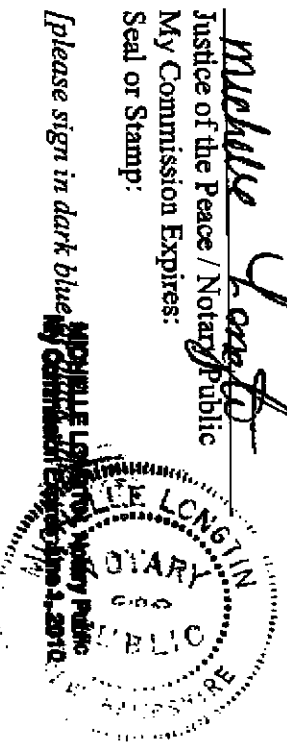
Witness

By:  _____
Gregg P. Liscio, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by Laura Gutwilling (name), the Secretary (title) of Woodview Townhomes at Woodland Pond Condominium Association, a New Hampshire voluntary corporation.

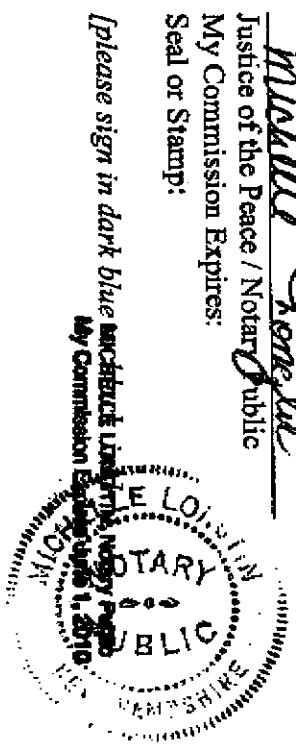
Michelle Langtin
Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:



STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by Janae Robax (name), the Vendor (title) of Woodview Townhomes at Woodland Pond Condominium Association, a New Hampshire voluntary corporation.

Michelle Langtin
Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:



COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by Gregg P. Lisciotti, Manager of Hackett Hill Woodview, LLC, a Massachusetts limited liability company.

Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:

[Please sign in dark blue or black ink]

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ (name), the _____ (title) of Woodview Townhomes at Woodland Pond Condominium Association, a New Hampshire voluntary corporation.

Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:

[please sign in dark blue or black ink]

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ (name), the _____ (title) of Woodview Townhomes at Woodland Pond Condominium Association, a New Hampshire voluntary corporation.

Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:

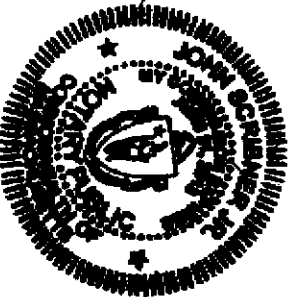
[please sign in dark blue or black ink]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX *Worcester*

The foregoing instrument was acknowledged before me this 12 day of MAY, 2010, by Gregg P. Lisciotti, Manager of Hackett Hill Woodview, LLC, a Massachusetts limited liability company.

Justice of the Peace / Notary Public
My Commission Expires:
Seal or Stamp:

[please sign in dark blue or black ink]



EXHIBT C
TO
DECLARATION FOR
WOODVIEW TOWNHOMES AT WOODLAND POND CONDOMINIUM

BUILDING PHASES

Phase 1	Buildings 1, 2, 3, 4
Phase 2	Building 5
Phase 3	Building 6
Phase 4	Building 7
Phase 5	Building 8
Phase 6	Building 9
Phase 7	Building 10
Phase 8	Building 11
Phase 9	Building 12
Phase 10	Building 13
Phase 11	Building 14
Phase 12	Building 15
Phase 13	Building 16
Phase 14	Building 17
Phase 15	Building 18
Phase 16	Building 19
Phase 17	Building 20
Phase 18	Building 21
Phase 19	Building 22
Phase 20	Building 23
Phase 21	Building 24
Phase 22	Building 25
Phase 23	Building 26
Phase 24	Building 27
Phase 25	Building 28
Phase 26	Building 29
Phase 27	Building 30
Phase 29	Building 31
Phase 30	Building 32
Phase 31	Building 33
Phase 32	Building 34
Phase 33	Building 35

For recorder's use:
Recording Fee: \$ 12.44
Return to: (520)
Devine, Millimet & Branch
Professional Association, Attn: KSM/umw
111 Amherst Street
Manchester, NH 03101

Doc # 1021667 May 13, 2010 12:21 PM
Book 8203 Page 0836 Page 1 of 2
Register of Deeds, Hillsborough County
Bonnie O. Coughlin

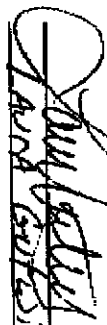
**CERTIFICATION
OF
SECRETARY**

**CONSENT AND APPROVAL
OF
WOODYVIEW TOWNHOMES
AT WOODLAND POND
CONDOMINIUM ASSOCIATION**

**CERTIFICATION OF BY SECRETARY
 CONSENT AND APPROVAL
 OF
 WOODVIEW TOWNHOMES AT WOODLAND POND
 CONDOMINIUM ASSOCIATION**

The undersigned Secretary of the Woodview Townhomes at Woodland Pond Condominium Association (the "Association") hereby certifies that all of the Members of the Association consented to the First Amendment to Declaration of Condominium for Woodview Townhomes at Woodland Pond Condominium.

Dated this 22 day of May, 2010.

Woodview Townhomes

 _____, Secretary

STATE OF NEW HAMPSHIRE
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by Laura Grubbs (name), the Secretary of Woodview Townhomes at Woodland Pond Condominium Association, a New Hampshire voluntary corporation.

Michelle Longtin

 Justice of the Peace / Notary Public
 My Commission Expires:
 Seal or Stamp:

Please sign in dark ink

