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RECEIVED  
HILLSBOROUGH COUNTY  
REGISTRY OF DEEDS

AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

*Handwritten:* 20 24 27 71 16.5  
20 24 27 1-16.5

JEFFREY F. PURTELL of Amherst, Hillsborough County, New Hampshire, and JAMES M. BARTON, III, of Bedford, Hillsborough County, New Hampshire, by the power conferred to us as the sole trustees of Great Brook Realty Trust as the Declarant of Great Brook Condominium, the Declaration of condominium for which was executed on August 11, 1981 and recorded in the Hillsborough County Registry of Deeds, Volume 2865, Page 86, hereby amend that declaration pursuant to their power as to the sole owner of condominium units in the condominium under New Hampshire Revised Statutes Annotated 356-B:33 and pursuant to their power to convert common area in Convertible Land II of Great Brook Condominium to Condominium Units and Limited Common Area under New Hampshire Revised Statutes Annotated 356-B:23 and to reallocate interests in the common area under New Hampshire Revised Statutes Annotated 356-B:18:

- 1. Delete subparagraph 3.(d)(i) and substitute therefor:

"3.(d)(i) Buildings. The condominium will consist of twenty-four (24) residential units located in eight (8) buildings in the Initial Phase of the condominium as shown on the Site Plan and in four (4) buildings on Convertible Land II as shown on the Site Plan recorded with this amendment. These buildings will be constructed on the Land at the locations, and with the dimensions, shown on the Site Plans of the Condominium, in the areas shown as the Initial Phase and Convertible Land II. The Declarant is only obligated to complete twenty-four (24) units in the Initial Phase and Convertible Land II, but may construct as many as seventy-two (72) additional units on the other convertible lands as explained in paragraph 4 hereunder."

2. Delete the first two sentences of subparagraph 3.(g) and substitute therefor:

"3.(g) Allocation of Undivided Interests. Each Unit in the Initial Phase and Convertible Land II will have an equal one-twenty-fourth (1/24) undivided interest in the Common Area. When the Declarant begins further phases of development to add as many as seventy-two (72) additional units within the boundaries of the other convertible lands, this Declaration will be amended to reallocate interests in the Common Area in order to provide each Unit with an equal fractional interest in the Common Area, thereby reducing the fractional interest previously assigned to existing Units."

3. Amend paragraph 5 of the Declaration to increase the percentage of vote required to amend the Declaration from sixty-six and two-thirds percent (66-2/3%) to sixty-seven percent (67%), but to otherwise leave the paragraph unchanged.

4. Delete subparagraphs 7(e)-(g) and substitute therefor:

"7(e) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement, or reconstruction of such improvements, substantially in accordance with the Declaration and original Plans and Specifications, except as provided by statute in case of substantial loss to the Units and/or Common Area;

(f) Alter the boundaries of any unit; or

(g) Change the interests of the Unit Owners in the limited common area or common area.

This paragraph 7 shall not apply to or in any way be construed as a limitation upon, the right of Declarant pursuant to Paragraph 4 to create additional Units, Limited Common Area and improvements in the Convertible Lands and to proportionately reduce the fractional interests in the Common Area appertaining to existing Units when the Declarant begins further phases of development to add as many as seventy-two (72) additional Units, or to mortgage the other Convertible Lands for construction purposes."

5. Amend Exhibit B to the Declaration to reduce the fractional undivided interest in the common area of Units 1-16 from 1/16 to 1/24 and to add the following units:

LIMITED COMMON AREAS ASSIGNED

UNIT NUMBER	*MODEL NAME	**UNDIVIDED INTEREST IN THE COMMON AREA	ATTACHED DECK OR PORCH AND THE LAND UNDERNEATH	COMMON SYSTEMS WITH ADJOINING UNITS	DRIVEWAY ADJACENT TO UNIT	INTERIOR ROADWAY
23	HANCOCK GARRISON	1/24	X	X	X	Francestown Cluster Rdwy
24	BENNINGTON GARRISON	1/24	X	X	X	Francestown Cluster Rdwy
25	CONCORD CAPE	1/24	X	X	X	Francestown Cluster Rdwy
26	CONCORD CAPE	1/24	X	X	X	Francestown Cluster Rdwy
27	GRAFTON COLONIAL	1/24	X	X	X	Francestown Cluster Rdwy
28	FITZWILLIAM COLONIAL	1/24	X	X	X	Francestown Cluster Rdwy
29	CONCORD CAPE	1/24	X	X	X	Francestown Cluster Rdwy
30	CONCORD CAPE	1/24	X	X	X	Francestown Cluster Rdwy

\* Units 23-30 will be built substantially in accordance with the floor plans identified with the model name given below that have been previously recorded in the Hillsborough County Registry of Deeds. A certificate of the architect with respect to these units will be recorded with this Amendment.

\*\* The undivided interests will be reallocated when the condominium declaration is again amended to allow construction of additional units on other convertible lands so that each unit in the condominium will continue to have an equal fractional interest in the common area.

6. Amend Exhibit C to the Declaration to delete the By-Laws initially recorded with the Declaration of Great Brook Condominium recorded in the Hillsborough County Registry of Deeds, Book 2865, Page 86 and substitute therefor the amended By-laws attached hereto.

IN WITNESS WHEREOF, Great Brook Realty Trust has caused  
this Amendment to Declaration to be executed by its sole trustees  
on this 7<sup>th</sup> day of MAY, 1982.

Witness:

GREAT BROOK REALTY TRUST

[Illegible Signature]

By: [Signature]  
Jeffrey F. Purtell, Trustee

[Signature]

By: [Signature]  
James M. Barton, III, Trustee

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SECOND AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

JEFFREY F. PURTELL, of Amherst, Hillsborough County, New Hampshire, and JAMES M. BARTON, III, of Bedford, Hillsborough County, New Hampshire, by the power conferred to us as the sole trustees of Great Brook Realty Trust as the Declarant of Great Brook Condominium, the Declaration of condominium and previous Amendment to Declaration for which were executed on August 11, 1981 and May 27, 1982 and recorded in the Hillsborough County Registry of Deeds, Volume 2865, Page 86 and Volume 2922, Page 680, respectively, hereby amend the declaration as previously amended by the unanimous agreement of Unit Owners and mortgagees of Units and the Common Area, which agreement is evidenced by the execution and recordation of a consent to this Second Amendment by each such mortgagee and unit owner to which votes in the unit owners' association appertain at the time of recordation of this Second Amendment:

1. Delete subparagraph 3(d)(ii) and Exhibit B referred to therein and substitute therefor:

3.(d)(ii) Units. Each unit will have a foundation size substantially similar to those shown on floor plans previously recorded with the model names Concord Cape, Hancock Garrison, Bennington Garrison, Grafton Colonial and Fitzwilliam Colonial and with designations of intended unit numbers, but each unit as built may vary from those plans to meet market demands for a wider range of purchase prices. The Declarant reserves the right to build units in the Initial Phase, Convertible Land II and in later phases of development different from those designated on the presently recorded floor plans and Exhibit B to the Declaration, which is deleted by this Amendment. The quality of construction, the principal materials to be used and the architectural style of such varied units will be substantially similar to the recorded floor plans and the existing units built in accordance with them. Variations, however, such as leaving areas to be finished at a later time by the Unit Owner, omitting full basements and decks or porches, and reducing the square footage of the entire unit without substantially varying from the basic foundation size of all units, will give prospective unit owners the opportunity to reduce the initial purchase price. Before each Unit is conveyed either as built, floor plans for the Unit will be recorded in the Hillsborough County Registry of Deeds, which shall be certified as to their accuracy and compliance with the provisions of the Condominium Act, RSA 356-B:20, and as to their being substantially completed; or certifications will be recorded that units as built conform to previously recorded floor plans.

2. Delete subparagraph 3.(d)(iii) and substitute therefor:

3.(d)(iii) Unit Boundaries. Each Unit consists of the space

*Consent see Vol 2971-161  
Consent see Vol 2971-163  
Consent see Vol 2971-163  
Consent see Vol 2971-164*

within the following boundaries:

**Horizontal Boundaries:** The upper and lower horizontal boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

**Upper Boundary:** The unfinished interior surface of the roof.

**Lower Boundary:** The unfinished interior surface of the basement floor and/or the lowermost floors, under which there is no basement, excluding the floor of a deck or porch serving a Unit, which shall be Limited Common Area.

**Vertical Boundaries:** The vertical boundaries of each Unit shall be the vertical planes of the unfinished interior surfaces of all walls bounding the Unit, including the connecting wall between two adjoining units (but excluding a deck or porch which shall be Limited Common Area), extended to intersections with each other and with the upper and lower boundaries.

Each Unit includes the portions of the building within the above boundaries and the space enclosed by the boundaries, except any Limited Common Area described in Paragraph 3(e) below which may be located therein. Each Unit includes an attached garage. A Unit Owner owns any pipes, wires, cables, chutes, flues, chimneys, conduits, utility lines, ventilation or other ducts, running through his Unit, unless they are utilized for or serve his Unit and the adjoining Unit, and are thus a part of the Limited Common Area. Electrical, telephone and cable television wiring that serves only one Unit but runs through the adjoining Unit shall be owned by the Unit Owner whom it serves (to the extent they are not owned by the supplier of the utility service) and that Unit Owner will have an easement through the adjoining Unit as provided in Paragraph 3.(h)(iv) below.

3. Delete subparagraph 3.(e)(ii) and substitute therefor:

3.(e)(ii) Limited Common Areas consist of the following Common Areas which are assigned to the exclusive use of the Unit Owners as designated.

A. Each Unit will have the following Limited Common Areas assigned to it for the exclusive use of its owner:

either a deck or porch and the land underneath it or the equivalent land where a Unit does not have a porch or deck; and

the driveway adjacent to each Unit, which extends off the non-public interior roadways.

B. Each Unit will have the following Limited Common Area assigned to it for the exclusive use of its owner and the owner of the adjacent Unit within the same building:

any pipes, ducts, flues, chutes, chimneys, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services (to the extent they are not owned by the supplier of the utility service) or waste removal contained within or on a building that serve both the Units located in the building; and

the structural components of the building and all parts of the building not within the defined Units or otherwise designated as Limited Common Area.

C. Each Unit will also have the right to use the non-public interior roadway, which connects its driveway to Great Brook Road and is identified by a Cluster name, in common with the owners of units in that Cluster.

4. Delete subparagraph 4.(f) and substitute therefor:

4.(f) Differences in Additional Units. The quality of construction, the principal materials to be used and the architectural style of any Units created within the Convertible Lands will be substantially similar to Units on the other portions of the Condominium. Units will continue, however, to have variations, such as leaving areas to be finished at a later time by the Unit Owner, omitting full basements and decks or porches, and reducing the square footage of the entire Unit without substantially varying from the basic foundation size of all Units, in order to offer a range of purchase prices.

5. Amend Exhibit C to the Declaration to make the following changes to the Amended By-laws of the Condominium:

(a) Delete Section 4 of Article V of the Amended By-Laws and substitute therefor:

4. Maintenance and Repair.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (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 such expense shall be charged to such Owner), of all of the Common Area, including but not limited to all of the Limited Common Areas, the cost of which shall be charged to all Owners as a Common Expense. The Board of Directors shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(b) By the Owner. Each Owner shall be responsible

for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, the finished interior surfaces of walls, ceilings and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within his Unit and serve no other.

If the Limited Common Area assigned only to two adjoining Units requires emergency repairs or replacement, one Unit Owner may act unilaterally to take the needed action, after first giving notice to the other Unit Owner, if possible. The Board of Directors will reimburse that Unit Owner for such emergency repairs as Common Expenses if the Board finds that the Unit Owner acted reasonably in an emergency situation.

(c) Snow Removal; Maintenance of Non-Public Interior Roadways and Driveways. The Board of Directors shall be responsible for the maintenance, repair and removal of snow from the Non-Public Interior Roadways and driveways. In order to facilitate this maintenance, vehicles must be removed from the roadways and driveways during periods of time as posted for maintenance and snow removal. The Board of Directors may direct vehicles of Unit Owners and their licensees parked on roadways in violation of such posted no parking periods to be towed at the Owner's expense and the Owners and licensees shall have no claim for any damage to their vehicles as a result of such towing. Vehicles will not necessarily be towed to allow snow removal, but the Owner of a vehicle shall become responsible for snow removal in an area blocked by his vehicle during plowing.

(b) Substitute in Section 8 of Article V "section 4.(a) of this Article" for the reference therein to "section 4.(c) of this Article."

IN WITNESS WHEREOF, Great Brook Realty Trust has caused this Amendment to Declaration to be executed by its sole trustees on this ~~1st~~ day of December, 1982.

Witness:

GREAT BROOK REALTY TRUST

Karen L. Minter

By: Jeffrey P. Purtell  
Jeffrey P. Purtell, Trustee

William P. Strawn

By: James M. Sartorius

James M. Barton, III, Trustee

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this 4<sup>th</sup> day of December, 1982, before me, personally appeared Jeffrey F. Purtell and James M. Barton, III, who acknowledged themselves to be the sole trustees of Great Brook Realty Trust, and that they, as such sole trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained, and similarly acknowledge the first Amendment to Declaration of Condominium of Great Brook Condominium previously executed by them without acknowledgement and recorded in the Hillsborough County Registry of Deeds at Volume 2922, Page 680.

William P. Straw  
~~Notary Public~~/Justice of the Peace

THIRD AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

SOUTHERN TIER DEVELOPMENT CORPORATION, a duly authorized and existing New Hampshire corporation, with a principal place of business at 875 Elm Street, c/o Amoskeag Savings Bank, Manchester, Hillsborough County, New Hampshire, as the Declarant of Great Brook Condominium, hereby amends the Declaration of Condominium executed on August 11, 1981, by Great Brook Realty Trust, the then Declarant, recorded in the Hillsborough County Registry of Deeds, at Volume 2865, Page 86; this Amendment has been consented to by a vote of the Unit Owners pursuant to Paragraph 5, as amended, of the Declaration, which vote is evidenced by the execution and recordation of a consent to this Third Amendment:

1. Delete the first paragraph of the Declaration and substitute therefor:

Southern Tier Development Corporation, a duly authorized and existing New Hampshire corporation with a principal place of business at 875 Elm Street, c/o Amoskeag Savings Bank, Manchester, Hillsborough County, New Hampshire (hereafter called the "Declarant") hereby declares:

2. Delete subparagraph 2.(f) and substitute therefor:

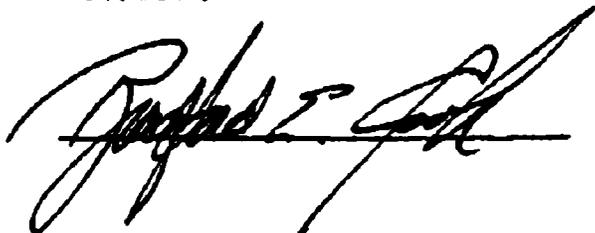
2.(f) "Declarant" means Southern Tier Development Corporation, a duly authorized and existing New Hampshire corporation, with a principal place of business and mailing address of 875 Elm Street, c/o Amoskeag Savings Bank, Manchester, New Hampshire 03105.

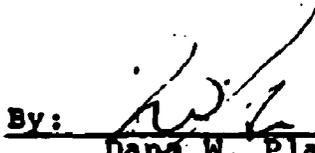
3. Amend subparagraph 3.(h)(i) by deleting "(as shown by Exhibit B)" from the third full paragraph thereunder.

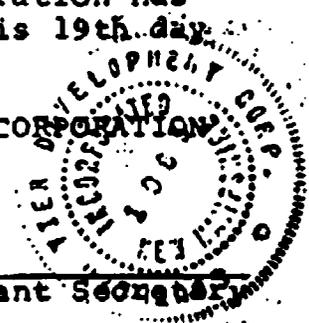
IN WITNESS WHEREOF, Southern Tier Development Corporation has set its hand and seal by its duly authorized officer, this 19th day of May, 1983.

WITNESS:

SOUTHERN TIER DEVELOPMENT CORPORATION

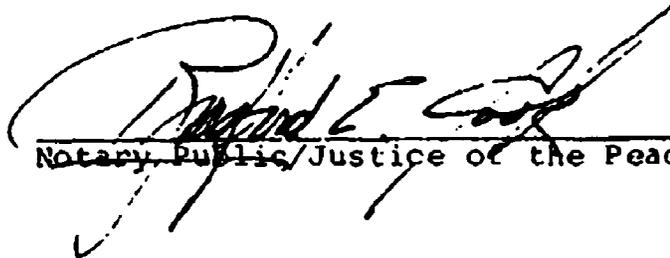


By:   
Dana W. Place, Assistant Secretary



STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me this 19th day of May, 1983, by Dana W. Place, Assistant Secretary of Southern Tier Development Corporation, a New Hampshire corporation, on behalf of the corporation.

  
~~Notary Public/Justice of the Peace~~

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FOURTH AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

SOUTHERN TIER DEVELOPMENT CORPORATION, a duly authorized and existing New Hampshire corporation, with a principal place of business at 875 Elm Street, c/o Amoskeag Savings Bank, Manchester, Hillsborough County, New Hampshire, as the Declarant of Great Brook Condominium, hereby amends the Declaration of Condominium executed on August 11, 1981, by Great Brook Realty Trust, the then Declarant, recorded in the Hillsborough County Registry of Deeds, at Volume 2865, Page 86, by converting convertible land of Great Brook Condominium into Units and Limited Common Area, as follows:

1. Convertible Land I into Units 17-22, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
2. Convertible Land III into Units 31-34 and 43-48, and Limited Common Area described in §3(e)(II) of the Declaration, as amended by the Second Amendment thereto;

and by reallocating the individual interests in Common Area of all Units in the Condominium such that each Unit will have an equal proportional interest in the Common Area equal to one-fortieth (1/40) of the total Common Area.

A site plan showing Convertible Lands I and III, and otherwise conforming to the requirements of N.H. Rev. Stat. Ann. 356-B:20, I (supp), has been recorded at the Hillsborough County Registry of Deeds, Plan Number 14223.

Floor plans for Units 17-22, 31-34 and 43-48, including vertical and horizontal boundaries, will be substantially similar to those previously recorded, but each unit may vary from those plans; a floor plan for each unit will be recorded, together with certification as to its accuracy and the substantial completion of the unit, prior to or simultaneously with the conveyance of such unit, all as set forth in the Second Amendment to the Declaration.

IN WITNESS WHEREOF, Southern Tier Development Corporation has set its hand and seal by its duly authorized officer this 25<sup>th</sup> day of October, 1983.

WITNESS:

SOUTHERN TIER DEVELOPMENT CORPORATION

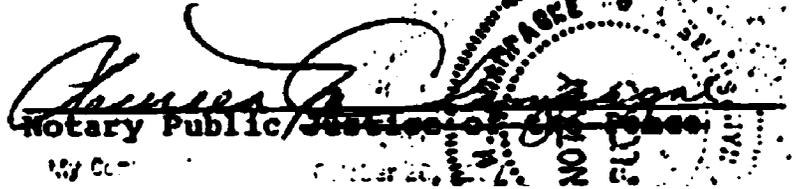
Cheryl A. Dubois

By: [Signature]  
Dana W. Plice, Assistant Secretary

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STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of *October*, 1983, by Dana W. Place, Assistant Secretary of Southern Tier Development Corporation, a New Hampshire corporation, on behalf of the corporation.

  
Notary Public/Justice of the Peace  
My Comm. Expires [unclear]

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FIFTH AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

SOUTHERN TIER DEVELOPMENT CORPORATION, a duly authorized and existing New Hampshire corporation, with a principal place of business at 875 Elm Street, c/o Amoskeag Savings Bank, Manchester, Hillsborough County, New Hampshire, as the Declarant of Great Brook Condominium, hereby amends the Declaration of Condominium executed on August 11, 1981, by Great Brook Realty Trust, the then Declarant, recorded in the Hillsborough County Registry of Deeds, at Volume 2865, Page 86, by converting convertible land of Great Brook Condominium into Units, Limited Common Area, and Recreational Facilities, as follows:

1. Convertible Land IV into Units 35-40, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
2. Convertible Land V into Units 41 and 42, and 49-56, and Limited Common Area described in §3(e)(II) of the Declaration, as amended by the Second Amendment thereto;
3. Convertible Land XI into Recreational Facilities;

and by reallocating the individual interests in Common Area of all Units in the Condominium such that each Unit will have an equal proportional interest in the Common Area equal to one-fifty-sixth (1/56) of the total Common Area.

A site plan showing Convertible Lands IV, V and XI, and otherwise conforming to the requirements of N.H. Rev. Stat. Ann. 356-B:20, I (supp), has been recorded at the Hillsborough County Registry of Deeds, Plan Number 14223.

Floor plans for Units 35-40, 41, 42 and 49-56, including vertical and horizontal boundaries, will be substantially similar to those previously recorded, but each unit may vary from those plans; a floor plan for each unit will be recorded, together with certification as to its accuracy and the substantial completion of the unit, prior to or simultaneously with the conveyance of such unit, all as set forth in the Second Amendment to the Declaration.

IN WITNESS WHEREOF, Southern Tier Development Corporation has set its hand and seal by its duly authorized officer this 22 day of June , 1984.

WITNESS:

SOUTHERN TIER DEVELOPMENT CORPORATION

Dorothy Mallick

By:

Doris M. Place, Assistant Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this  
22 day of June , 1984, by Dana W. Place, Assistant  
Secretary of Southern Tier Development Corporation, a New  
Hampshire corporation, on behalf of the corporation.

Wanna C. [Signature]  
Notary Public/Justice of the Peace



My Commission Expires February 8, 1989.

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SIXTH AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE

WOODSIDE BUILDERS, INC., transferee and successor to Southern Tier Development Corporation, Declarant, of Great Brook Condominium under deed dated March 13, 1985 and recorded in Book 3279, Page 670, Hillsborough County Registry of Deeds and in exercise of the rights of Declarant, pursuant to N.H. RSA 356-B:23 as to conversion of Convertible Lands and N.H. RSA 356-B:18 as to reallocation of interests in Common Areas, hereby amends Declaration of Condominium dated August 11, 1981 and recorded in Book 2865, Page 86 by converting Convertible Land of Great Brook Condominium into Units and Limited Common Area as follows:

1. Convertible Land VI into Units 57-62, 69-70, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
2. Convertible Land VII into Units 63-68, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
3. Convertible Land VIII into Units 71-76, 77, and 95-96, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
4. Convertible Land IX into Units 76-84, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;
5. Convertible Land X into Units 84-95, and Limited Common Area described in §3(e)(ii) of the Declaration, as amended by the Second Amendment thereto;

and by reallocating the individual interests in Common Area of all Units in the Condominium such that each Unit will have an equal proportional interest in the Common Area equal to one-ninety-sixth (1/96) of the total Common Area.

A site plan showing the conversion of Convertible Land, and otherwise conforming to the requirements of N.H. Rev. Stat. Ann. 356-B:20, I (supp), has been recorded at the Hillsborough County Registry of Deeds, Plan Number 18049.

Floor plans for Units 57-96, including vertical and horizontal boundaries, will be substantially similar to those previously recorded, but each Unit may vary from those plans; a

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floor plan for each Unit will be recorded, together with certification as to its accuracy and the substantial completion of the Unit, prior to or simultaneously with the conveyance of such Unit, all as set forth in the Second Amendment to the Declaration.

IN WITNESS WHEREOF, WOODSIDE BUILDERS, INC. has set its hand and seal, by its duly authorized officer, this 19th day of July, 1985.

WOODSIDE BUILDERS, INC.

Witness [Signature] By: Forrest H. Sell, President

STATE OF NEW HAMPSHIRE)  
COUNTY OF HILLSBOROUGH) ss.

The foregoing instrument was acknowledged before me this 19th day of July, 1985 by Forrest H. Sell, President of WOODSIDE BUILDERS, INC. a New Hampshire corporation, on behalf of the corporation.



My commission expires:  
10/28/87

[Signature]  
Joseph Williams - Notary Public

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**FOURTH AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM  
GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE**

George Griscom, William Bangert, and Janet Ostrowski, all of Milford, Hillsborough County, New Hampshire, by the power conferred to us as the duly authorized elected Board of Directors of Great Brook Condominium, the Declaration and By-laws of the Condominium and previous Amendments the Declaration which were executed on August 11, 1981, and May 27, 1982 and subsequent dates, recorded in the Hillsborough County Registry of Deeds, Volume 2865, Page 86 and Volume 2922, page 680, respectively, hereby amend the By-laws by the 67 percentage agreement of the unit owners, in accordance with Article X, Section 1, of the By-laws present at a meeting of the Association, and 75% of the mortgagees of Units and the Common Areas, which agreement is hereby evidenced by the execution and attestation of the record of the aforesaid meeting of the association and recorded at the time of the recordation of this Amendment.

Article III, Section 2, delete the word "shall" in the first sentence, substituting the word "may", as follows:

2. **Managing Agent.** The Board of Directors may employ, or contract with a professional manager or management firm, etc.

Delete Article III, Section 3 and substitute the following:

3. **Number of Directors.** The Board of Directors shall be composed of five (5) persons. At the December 1986 Annual Meeting the two Directors previously elected shall fill out the remainder of their term(s) or until December 1987. Three additional Directors will be elected to terms of two years, or until December 1988. Thereafter two directors will be elected in odd years and three in even years. Directors shall consist only of owners or spouses of owner, or, where a Person which is an owner is not a natural person, any natural person having authority to execute deeds on behalf of such Person.

Article V, Section 5, delete the words "three thousand dollars (\$3,000.00)" in line four as follows:

5. **Additions, Alterations, or Improvements by the Board of Directors.** Whenever, in the judgement of the Board of Directors the Common Area shall require additions, alterations, or improvements costing in excess of fifteen thousand dollars (\$15,000) during any twelve (12) consecutive months, etc.

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In witness whereof, Great Brook Condominium Association has caused this Amendment to the Declaration (By-laws) to be executed by its Directors.

Witnesses:

Great Brook Condominium Association

Lynne Gallagher  
Lynne Gallagher, Director

Douglas S. Hall  
President

Jeresa Chase  
Secretary Prose Management

George F. Griscom  
Director

Marc Gagne  
Marc Gagne, Managing Agent

Walter R. Woodruff  
Director

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of March, 1992, by George Griscom, Douglas Hall  
and Richard Woodruff being the duly elected Board of Directors of  
Great Brook Condominium.

Marc A. Gagne  
Notary Public/Justice of the Peace  
MARC A. GAGNE, Notary Public  
My Commission Expires September 8, 1995

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G R E A T   B R O O K   C O N D O M I N I U M   A S S O S .

A M E N D M E N T   T O   B Y - L A W S

The Bylaws of the Great Brook Condominium Association established pursuant to the New Hampshire RSA 356-B under declaration of the condominium recorded with the Hillsborough Registry of Deeds Book 2869 Page 192 are hereby amended as follows:

Article II Section 6 of the By-Laws by removing the requirement for annual meeting notices to be sent certified mail.

Article II Section 6 of the By-Laws by adding the following paragraph:

" Meetings of the unit owners association shall be held in accordance with the provisions of the condominium instruments, at least once each year after the formation of said Association. An officer shall at least 21 days in advance of any annual or regularly scheduled meeting, and at least 7 days in advance of any other meeting, send to each unit owner, notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by First Class United States Mail to all unit owners of record at the address of their respective units and to such other addressess as any of them may have designated to such officer."

December 15, 1993

Great Brook Condominium

By: Walter R. Woodruff  
President

By: Shirley M. Hill  
Treasurer

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Pursuant to the New Hampshire RSA 356-B IV, I hereby certify that the foregoing amendments have been approved by a vote of more than sixty-seven percent (67%) of the unit owners.

Alvin T. Dore  
Secretary

The foregoing instrument was acknowledged before me, three days the 15th of December 1993.

[Signature]  
Notary Public  
MADE A GRAND  
NEW HAMPSHIRE  
9116

GREAT BROOK CONDOMINIUM ASSN  
c/o GARDIFF MANAGEMENT, INC.  
PO BOX 6108  
NASHUA, NH 03063

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48.87

**GREAT BROOK CONDOMINIUM  
MILFORD, HILLSBOROUGH COUNTY, NEW HAMPSHIRE**

**NINTH AMENDMENT TO THE DECLARATION**

This is the Ninth Amendment to the Declaration of Condominium of the Great Brook Condominium (hereinafter "Declaration"). Said Declaration is dated August 11, 1981 and is recorded in the Hillsborough County Registry of Deeds in Book 2865, Page 86. The First Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 2922, Page 680. The Second Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 2971, Page 165. The Third Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 3025, Page 668. The Fourth Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 3093, Page 155. The Fifth Amendment to Declaration is recorded at the Hillsborough County Registry of Deeds at Book 3176, Page 107. The Sixth Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 3346, Page 169. The Seventh Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 5344, Page 626 and was erroneously entitled "Fourth Amendment to the Declaration". The Eighth Amendment to the Declaration is recorded at the Hillsborough County Registry of Deeds at Book 5522, Page 1183 and is captioned "Amendment to By-Laws".

NOW, WHEREAS, Article 3, Section (f) of the Declaration and New Hampshire RSA 356-B:19, permit the expansion of Limited Common Area and assignment of additional Common Area to Units as Limited Common Area with the consent of 2/3 of the voting power of the Great Brook Condominium Association;

WHEREAS, A number of unit owners have expanded and modified the exterior of their Units and added, expanded or modified the Limited Common Area assigned to the Unit;

WHEREAS, the By-Laws of the Great Brook Condominium, as amended, do not permit any modification to the exterior of the Unit without the prior written consent of the Board of Directors and, in many instances, such consent was not obtained as required when said modifications were made;

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WHEREAS, it is the intent of the Association and its duly elected Board of Directors to ratify, consent and assign additional Limited Common Area to Units as provided herein with said modifications and expansions as constructed as of the date of this Ninth Amendment to the Declaration of Great Brook Condominium;

WHEREAS, no further modifications or expansions to Units not otherwise provided for within this Amendment shall be permitted without the express written consent of the Board of Directors and/or a duly consummated and recorded amendment to the Declaration, as the case may be and as required by the applicable provisions of the Declaration and RSA 356-B;

WHEREAS, it is the further intent of the Association and its duly elected Board of Directors to amend the By-Laws of the Great Brook Condominium Association relative to responsibility for maintenance, repair, and replacement of common area and limited common area;

NOW, WHEREFORE, pursuant to Article 3, Section (f) of the Declaration and RSA 356-B:19, III, and having secured a quorum, as well as obtained the approval and consent of the Owners of Units to which two-thirds (2/3) of the voting power in the Great Brook Condominium Association appertain and further obtained more than the 67% vote of the Association to support amendment of the By-Laws, do hereby amend the Declaration of Great Brook Condominium as follows:

1. Delete Section 3 (e)(ii) in its entirety and substitute therefore the following:

3. (e)(ii) Limited Common Area: Limited Common Areas consists of the following Common Areas, which are assigned to the exclusive use of the Unit Owners as designated:

A. Each Unit shall have the following Limited Common Areas assigned to it for the exclusive use of its owner:

1. The land to the rear of each unit, more specifically defined as a rectangular area of land extending twenty-one (21) feet back from the rear corners of the foundation of each unit and across the length of the rear foundation of each Unit between said corners, said land being a rectangular area inclusive of any now existing decks or porches as more particularly described in Exhibit B to the Declaration of Great Brook Condominium, as amended herein, which decks or porches and the land underneath are part of the Limited Common Area described herein; and

2. The driveway adjacent to each Unit, which extends off the non-public interior roadways.

B. Each Unit will have the following Limited Common Area assigned to it for the exclusive use of its owner and the owner of the adjacent Unit within the same building:

1. Any pipes, ducts, flues, chutes, chimneys, conduits, plumbing, wires, meters, meter housings and other facilities for the furnishing of utility services (to the extent they are not owned by the supplier of the utility service) or waste removal contained within or on a building that serve both the Units located in the building; and

2. The structural components of the building and all parts of the building not within the defined Units or otherwise designated as Limited Common Area.

C. Each Unit will also have the right to use the non-public interior roadway, which connects its driveway to Great Brook Road and is identified by a Cluster name, in common with the owners of units in that Cluster.

2. Amend "Exhibit B to Declaration of Great Brook Condominium: Description of Units" to add to it to expressly ratify, approve and provide for the following additional assignment of Limited Common Area, now existing as of the time of this amendment, subject to each of said Units obtaining any required approvals, permits and any other such authority required by applicable Municipal, State or Federal law, ordinance and regulation for such existing structures:

**Ratification of Existing Additions to Limited Common Area**

<b><u>Unit</u></b>	<b><u>Approximate Open Patio, Deck or Porch area existing as of date of this Amendment</u></b>	<b><u>Approximate Enclosure of Existing Deck or Porch</u></b>	<b><u>Approximate Enlarged / Additional Parking Area</u></b>
1		a) 150 x 170" with steps	
2		a) 146" x 169" with steps	b) 10' wide (side)

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3		a) 145" x 171" with steps	
4	a) 65" x 178" patio	b) 146" x 170" with steps	
5	a) 146" x 169" open deck with steps		
6	a) 160" x 216" slab/patio b) 50" x 67" slab/patio	c) 144" x 173" with steps	d) 10' wide (side)
7		a) 146" x 174" with steps	b) 10' wide (side)
8	a) 145" x 165" open deck with steps b) 34" x 48" slab/patio		
9	a) 214" x 177" concrete ground cover	b) 144" x 169" with steps	
10	a) 147" x 165" open deck with steps		
11		a) 151" x 166" with steps b) 151" x 150" as if to be part of unit	
12	a) 150" x 162" slab/patio	b) 194" x 162" as if to be part of unit	
13		a) 148" x 171" with steps	
14	a) 144" x 165" open deck with steps		
15		a) 144" x 168" with steps b) 188" x 194" as if to be part of unit	
16	a) 144" x 164" open deck with steps	b) 188" x 194" as if to be part of unit	
17	a) 144" x 168" open deck with steps		
18	a) 188" x 174" open deck with steps		
19	a) 152" x 170" open deck with steps		b) 10' wide (side)
20	a) 144" x 168" open deck with steps		
21		a) 45" x 175" with steps	
22	a) 145" x 162" patio slab	b) 145" x 173" with steps	
23		a) 175" x 173" with steps	
24	a) 141" x 162" open deck with steps		
25	a) 65" x 99" slab/patio b) 42" x 56" slab/patio	c) 150" x 174" with steps	
26		a) 150" x 174" with steps	
27		a) 60" x 162" as if to be part of unit b) 146" x 174" with steps	

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28		a) 60" 162" as if to be part of unit b) 158" x 175" with steps	
29	a) 50" x 143" slab/patio	b) 146" x 175" with steps	c) 10' wide (side)
30	a) 155" x 131" wood patio	b) 144" x 175" with steps	
31	a) 146" x 175" open with steps		
32	a) 139" x 92" slab/patio	b) 135" x 130" with steps	
33	a) 143" x 168" open deck with steps		
34	a) 144" x 56" open deck with steps	b) 144" x 170" with steps	
35	a) slab/patio b) 145" x 165" open deck with steps		
36 *	a) 145" x 168" open deck with steps		b) 10' wide (side)
37 *	a) 145" x 59" open deck with steps	b) 148" x 120" with steps	c) 10' wide (side)
38	a) 146" x 165" open deck with steps		
39	a) 148" x 72" open porch with steps	b) 148" x 141" with steps	c) 10' wide (side)
40	a) 148" x 72" open deck with steps	b) 148" x 141" with steps	c) 10' wide (side)
41	a) 148" x 216" open deck with steps		
42	a) 148" x 216" open deck with steps		
43 *	a) 48" x 45" open deck with steps	b) 152" x 172" with steps	c) 12' wide (side)
44	a) 145" x 104" open deck with steps	b) 168" x 143" with steps	c) 8' wide (side)
45	a) 121" x 78" open deck with steps	b) 146" x 172" with steps	
46		a) 145" x 233" with steps	
47	a) 149" x 94" open deck with steps	b) 149" x 140" with steps	
48	a) 151" x 167" open deck with steps		
49	a) 147" x 168" open deck with steps	b) 48" x 64" addition to as to be part of unit	
50	a) 147" x 168" open deck with steps	b) 48" x 64" addition as to be part of the unit	
51	a) 143 x 165" open deck with steps		
52	a) 143" x 165" open deck with steps		

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53	a) 142" x 165" open deck with steps		
54	a) 142" x 163" open deck b) Cement pad at bottom of steps		
55	a) 146" x 168" open deck with steps		
56	a) 128" x 48" open deck with steps	b) 148" x 176" with steps	
57	a) 147" x 242" open deck with steps	b) Enclosure as if to be part of unit	
58		a) 140" x 217" with steps	
59	a) 140" x 163" open deck with steps		
60		a) 147" x 230" with steps	b) 10' wide (side)
61	a) 144" x 168" open deck with steps		
62	a) 144" x 164" open deck with steps		
63	a) 142" x 161" open deck with steps		b) 10' wide (side)
64	a) 142" x 160" open deck with steps		
65	a) 141" x 160" open deck with steps out approximately 8-10'		
66	a) 147" x 110" open deck with steps	b) 147" x 117" with steps	
67	a) 148" x 212" open deck with steps		
68	a) 145" x 164" open deck with steps		b) 10' wide (side)
69	a) 141" x 156" open deck with steps		
70	a) 142" x 218" open deck with steps		
71	a) 138" x 48" open deck with steps	b) 138" x 130" with steps	
72	a) 143" x 167" open deck with steps		
73	a) 139" x 190" patio	b) 139" x 128" with steps c) addition, 24' x 60" as if to be part of unit	d) 12' wide (side)
74	a) 136" x 163" open deck with steps	b) addition, 24' x 60" as if to be part of unit	
75	a) 143" x 167" open deck with steps		
76	a) 144" x 167" open deck with steps		b) 10' wide (side)

77	a) 144" x 144" open deck with steps	b) 144" x 144" with steps	
78	a) 149" x 150" slab/patio	b) 150" x 127" with steps	
79	a) 141" x 169" open porch with steps	b) 141" x 167" with steps	c) 10' wide (side)
80	a) 138" x 118" slab/patio	b) 168" x 131" with steps	
81	a) 139" x 167" open deck with steps		
82	a) 140" x 46" open deck with steps	b) 140" x 124" with steps	
83	a) 170" x 160" patio	b) 142" x 213" with steps	
84	a) 142" x 215" open deck with steps		
85	a) 146" x 213" open deck with steps out approximately 6'		b) 12' wide (side)
86..	a) 142" x 237" open deck with two sets of steps		b) 10' wide (side)
87..		a) 144" x 170" with steps	b) 8' wide (side)
88	a) 146" x 138" slab/patio	b) 146" x 122" with steps	
89	a) 147" x 166" open deck with steps		b) 8' wide (front)
90	a) 147" x 164" open deck with steps		
91	a) 96" x 96" wood slab/patio b) 149" x 167" open deck with steps		b) 10-12' wide (side)
92	a) 148" x 167" open deck with steps		
93		a) 151" x 172" with steps	
94	a) 149" x 173" open deck with steps		b) 10' wide (side) hh
95	a) 145" x 215" open deck with steps		b) 10' wide (side)
96		a) 169" x 242" with steps	b) 10" wide (side)

3. Delete in its entirety Section 4 (a) through 4(c) of Article V the Amended By-Laws of Great Brook Condominium, and replace said section with the following:

4. Maintenance and Repair.

(a) By the Board of Directors. Except as otherwise provided in Section 4(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (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 such expenses shall be charged to such Owner) of all of the Common Area, including but not limited to: 1.) The water system and the sewer system; 2.) The normal maintenance of reasonably accessible lawn areas, which are located within areas designated as Limited Common Area, as determined in the sole discretion of the Board of Directors; and 3.) snow removal from the front walk way leading to front doors of each Unit.

The costs of all maintenance, repair and replacement of Common Area undertaken by the Board of Directors hereunder on behalf of the Association shall be charged to all Owners as a Common Expense. The Board of Directors shall have the right to grant permits, licenses and easements over the common area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance operation of the Condominium.

**(b) By the Owner.** Each Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his Unit, and any part thereof, including but not limited to, the finished interior surfaces of walls, ceilings and floors; kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained with his Unit and serve no other. In addition, each Owner shall be responsible at his or her own expense, for the maintenance, repair and replacement of Limited Common Area assigned only to his or her Unit, except for snow removal from driveways and any lawfully assigned additional parking spaces adjacent to said driveways, as provided by Section 4 (c) below. Adjoining Unit Owners shall be jointly responsible, at their joint expense, for the maintenance, repair and replacement (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 such expense shall be charged to such Owner) of Limited Common Area assigned only to their adjoining Units.

If the Limited Common Area assigned only to two adjoining Units requires emergency repairs or replacement, on Unit Owner may act unilaterally to take the needed action, after first giving notice to the other Unit Owner, if possible. The other Unit Owner will be liable for one-half of the expense. If there is disagreement over payment for work performed, the Board of Directors or its nominee(s) will arbitrate a resolution.

**(c) Snow Removal; Maintenance of Non-Public Interior Roadways and**

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**Driveways.** The Board of Directors shall be responsible for the maintenance, repair, and removal of snow from the Non-Public Interior Roadways, driveways, and any lawfully assigned additional parking spaces adjacent to said driveways. In order to facilitate this maintenance, vehicles must be removed from the roadways, driveways, and adjacent parking spaces during periods of time as posted for maintenance and snow removal. The Board of Directors may direct vehicles of Unit Owners and their licensees parked on roadways, driveways and lawfully assigned additional parking spaces adjacent to said driveways, in violation of such posted no parking periods to be towed at the Owner's expense and the Owners and licensees shall have no claim for nay damage to their vehicles as a result of such towing. Vehicles will not necessarily be towed to allow snow removal, but the Owner of a vehicle shall become responsible for snow removal in any area blocked by his vehicle during plowing. Any additional costs incurred by the Association for snow removal attributable to a Unit Owner's violation of this provision or failure to move vehicles in accordance with this provision, shall be assessed at the sole discretion of the Board of Directors specifically to the Unit whose violation or failure to abide by this provision causes said additional costs.

4. Delete in its entirety Section 7 (f) of Article V the Amended By-Laws of Great Brook Condominium, and replace said section with the following:

(f) Nothing shall be done to any Unit or in, on, or to the Common Area, including Limited Common Area, which may impair or change the structural or stylistic integrity of the Property, buildings or improvements thereon, except as provided in the Declaration or these By-Laws. Nothing shall be altered or constructed in or removed from the Common Area, including Limited Common Area, except upon the written consent of the Board of Directors at its sole discretion. Any work approved by the Board of Directors in accordance herewith shall conform to specifications and plans submitted to and approved by the Board, and must be as aesthetically close as possible to the existing design, coloring and materials as are currently existing. In addition, any such work approved by the Board must be performed by a contractor approved by the Board, and no such work shall be undertaken unless and until appropriate building permits and other requirements of governmental ordinances, regulations and laws have been met. Notwithstanding the discretion granted to the Board under this provision, under no circumstances shall fencing or walls of any kind be allowed or permitted.

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**Certification of Vote**

1. Ruth Meyers, the Secretary of the Great Brook Condominium Association, hereby certify that all 96 Units of the Great Brook Condominium Association were provided notice under date of August 11, 2006, of the above Amendment and that 71% of those units eligible to vote voted in favor of adopting and consenting to the Ninth Amendment to the Declaration of Great Brook Condominium, thus constituting more than the necessary 67% vote of the Association to adopt the Amendment to the Declaration and further constituting more than the necessary 67% vote of the Association to amend the By-Laws, and that said Amendment has been duly adopted.

Executed this 1 day of December, 2006.

Ruth B Meyers

Duly Authorized Secretary, Great Brook Condominium Association

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS:

On this the 1<sup>ST</sup> day of December 2006, before me, the undersigned officer, personally appeared, Ruth Meyers, Secretary of Great Brook Condominium Association, known to be (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument, and made oath that the statements subscribed by him/her are true to the best of his/her knowledge and belief.

[Signature]  
Justice of the Peace/Notary Public  
My Commission Expires: 11/2/10

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