

GRANTEE

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
****6 Thousand 3 Hundred 30 Dollars	
DATE 08/29/2017	AMOUNT HI090869 \$ ****6330.00
VOID IF ALTERED	

## **Warranty Deed**

**(Summerfield of Amherst, A Condominium-Unit 2)**

We, *Camille E. Bradford*, trustee of the Bradford Family Trust, established under trust agreement(s), as amended by instrument dated March 18, 2005, with an address of 2 Sherwood Drive, Hollis, Hillsborough County, New Hampshire 03049 for consideration paid grant to Stephen D. Prendergast and Adrienne A. Prendergast of 4 Appleton Way, Unit #2, Amherst, New Hampshire 03031.

### ***With Warranty Covenants***

A certain condominium unit number 2, 4 Appleton Way, Amherst, Hillsborough County, New Hampshire, being a condominium unit in the Summerfield of Amherst, A Condominium (the "Condominium"), which was established by the Declaration of Condominium for Summerfield of Amherst, A Condominium by Etchstone Properties, Inc. dated April 18, 2005, and recorded with Hillsborough County Registry of Deeds at Book 7461, Page 1035, as amended or as may be amended (the "Declaration"), more particularly described in the site and floor plans for Summerfield of Amherst, A Condominium, recorded with said Registry of Deeds, including plans numbered 33931, 33932, and 33948 (collectively, the "Plans"), together with the undivided interest in the common area of the Condominium appurtenant to the unit, as more particularly set forth in the Declaration.

The unit is conveyed subject to and together with the following:

1. The provisions of the Declaration, as amended from time to time, including without limitation, the easements and reservations referenced therein and the so-called Housing for Older Persons Covenants set forth in Article 15 of the Declaration, certain of which are also set forth in this deed.
2. The By-Laws and Rules and Regulations of the Condominium, as amended from time to time.
3. The provisions of RSA Ch. 356-B, as amended from time to time.

The premises are also conveyed subject to the following:

4 South Merrill Street, Haverhill, MA. 01835

1. Easements, notes and other matters shown on Plan No. 20667, Plan No. 25083, the Plan and Plan No. 33090.
2. Right-of-way of Alex D. McKay to Dana L. Fuller dated September 23, 1944 and recorded at Book 1070, Page 80, if applicable and in effect. This right of way, if applicable and in effect, pertains only to Map 2, Lot 2 before the addition of Parcels B and C.
3. Right-of-way reserved "to those possessing their rights if any to pass and repass to land on the east" [of Map 2, Lot 2 before the addition of Parcels B and C] as referenced in deeds recorded with said Registry of Deeds at Book 1298, Page 79, Book 5621, Page 1419 and Book 5803, Page 1851, among others, if applicable and still in effect.
4. Easement from Samuel A. Tamposi and Gerald Q. Nash, d/b/a Bon Terrain, to Southern New Hampshire Water Co. dated March 14, 1991 and recorded at Book 5244, Page 1811, and as shown on Plan No. 25083. This easement is applicable only to Parcel B and C, if at all.
5. Public Water Supply Well Protective Radius Area Easement by TANA properties Limited Partnership et al dated April 12, 2004 and recorded at Book 7233, Page 1610.
6. Easement Deed of TANA Properties Limited Partnership to Pennichuck Water Works, Inc. dated April 12, 2004 and recorded at Book 7233, Page 1615.
7. Easement Agreement by and between TANA Properties Limited Partnership and Energy/North Natural Gas, Inc. dated April 12, 2004 and recorded at Book 7233, Page 1618.
8. Easement Deed of Etchstone Properties, Inc. to Public Service Company of New Hampshire dated August 5, 2004 and recorded at Book 7301, Page 1446.
9. Easement from Etchstone Properties, Inc. to Verizon New England, Inc. dated October 22, 2004 and recorded at Book 7353, Page 1506.
10. Customer's Acknowledgement and Agreement regarding High Pressure Water Service by Etchstone Properties, Inc. dated December 2, 2004 and recorded at Book 7385, Page 1642.
11. Riparian rights and rights to public and others in and to Peacock Brook.

As referenced above, the premises are conveyed subject to the so-called Housing for Older Persons Covenants set forth in Article 15 of the Declaration. Without limiting the provisions thereof, the premises are conveyed subject to the following covenants:

1. Each unit shall be occupied by at least one (1) person fifty-five (55) years of age or older, except as otherwise designated by the Declarant.
  2. With the respect to any conveyance or transfer of a unit, including any conveyance or transfer by the Declarant, the prospective transferee(s) of the unit shall execute and deliver to the Declarant and the Summerfield of Amherst, A Condominium Association (the "Association") affidavits confirming that (i) such transferee(s) will comply with the aforementioned age requirements set forth in said Article 15, (ii) is/are acquiring the unit
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not with the intent to resale or transfer to someone not meeting the age requirements and (iii) will ensure that during his or her period of ownership of the unit, the unit shall be occupied by at least one (1) person fifty-five (55) years of age or older.

3. The covenants, restrictions and other provisions of said Article 15 of the Declaration shall run to the benefit of the Declarant, the Association and each and every owner of a unit, any of whom may enforce the same by proceedings at law and in equity, which proceedings may seek the remedies of specific performance and mandatory injunction. Without limitation to the foregoing, the covenants, restrictions and other provisions of said Article 15 may be enforced by proceedings at law and in equity by the Board of Directors of the Association acting on behalf of the Association. Such proceedings may include obtaining legal or injunctive relief to evict or dispossess persons residing at a unit or occupying a unit in violation of the Declaration (including, without limitation, said Article 15), the Bylaws, the Rules and Regulations or any other documents governing the Condominium.

The grantee(s) hereby expressly agree(s) and acknowledge(s), by their acceptance of this deed, that Etchstone Properties, Inc. has reserved various in the Declaration, including the right to convert so- called Convertible Land in the Condominium, construct additional units at the Condominium, amend the Declaration for the aforesaid purposes and also amend the Declaration for other, particular purposes, use the Condominium in connection with its development and the sale of units thereafter and grant utility and other easements in connection with the Condominium. The grantee(s) recognize(s) and agree(s) that Etchstone Properties, Inc., may undertake these actions without the consent or approval of the grantee(s). Without limitation thereto, the grantee(s), by his/her/their acceptance and execution of this deed, hereby constitute(s) and appoint(s) Etchstone Properties, Inc., his/her/their true and lawful attorney to execute, acknowledge, deliver and record in the grantee(s) name or otherwise, such amendments to the Declaration, easements or other instruments deemed by the Declarant necessary or appropriate the effect the reserved rights in favor of the Declarant pursuant to the Declaration, such power of attorney being coupled with an interest and irrevocable.

By their acceptance and execution hereof, the grantee(s) hereby acknowledge(s) the terms and conditions of this deed, agree(s) to the covenants and obligations imposed upon him/her/them pursuant to this deed and undertake(s) to so appoint Etchstone Properties, Inc., his/her/their attorney in fact as set forth above.

For title, reference is made to the deed dated May 26<sup>th</sup>, 2005 and recorded in the Hillsborough County Registry of Deeds at Book 7470, Page 127.

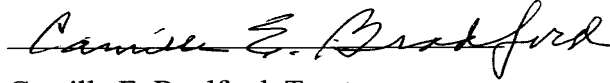
### Trustee Certificate

The undersigned trustee as Trustee under the Bradford Family Trust, created by James R. Bradford and Camille E. Bradford, as grantors under instrument of trust dated May 18, 2005, thereby having full and absolute power in said trust instrument to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

See Death Certificate of James R. Bradford recorded herewith.

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Witness my/our hand(s) and seal(s) this 29th day of August, 2017.



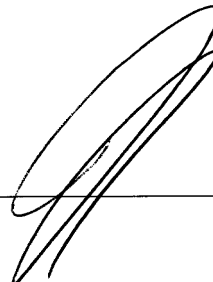
Camille E. Bradford, Trustee

STATE OF NEW HAMPSHIRE

County of Hillsborough ss

On this 29<sup>th</sup> day of August, 2017, before me, the undersigned, personally appeared Camille E. Bradford proved to me through satisfactory evidence of identification, which was/were M. E. DL to be the person(s) whose name(s) are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as trustee of the Bradford Family Trust.



  
My Commission Expires: August 2012  
2022