

**Declaration of Trust-Bylaws**  
**Villages at Kessler Farm Condominium Association**

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# *Declaration*



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(3)

DECLARATIONTHE SOMERSET AT NASHUA CONDOMINIUM

Brookfield Acres, a limited partnership organized and existing under the laws of the State of New Hampshire, with a place of business at 28 Charron Avenue, Nashua, County of Hillsborough, and State of New Hampshire, does hereby declare:

1. Submission of Property. The Declarant hereby submits the land located in Nashua, Hillsborough County, New Hampshire, and more particularly described in Appendix A hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said Appendix A, all of which are owned by the Declarant, to the provisions of The Condominium Act, Chapter 356-B, of the New Hampshire Revised Statutes Annotated, in order to create a plan of condominium ownership in such property.

2. Definitions. As provided in Section 12 I of the Condominium Act, terms not otherwise defined herein or in the Bylaws attached hereto as Appendix E, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein:

(a) "Bylaws" means the Bylaws providing for the self-government of the Condominium attached hereto as Appendix E as amended from time to time.

(b) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes the Limited Common Area, if any.

(c) "Condominium" means The Somerset At Nashua Condominium, the condominium established by this Declaration.

(d) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended from time to time.

(e) "Convertible Land" means a building site which is a portion of the common area, within which additional units and/or a limited common area may be created in accordance with this chapter.

(f) "Land" shall have the meaning set forth hereinabove.

(g) "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 not all, of the Units.

(h) "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Association of Owners appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.

(i) "Owner or Unit Owner" means any natural person or persons, who holds or hold title to a Condominium Unit. No mortgagee shall be deemed to be an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

(j) "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in Paragraph 3(g).

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(k) "Site Plan and Floor Plans" or "Plans" means the plat of the entire property described in this Declaration, and all floor plans attached thereto, recorded simultaneously with this Declaration.

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

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

(n) "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and as provided in Paragraph 3(d) hereof.

(o) "Unit Owners' Association" or "Association" means all of the Owners as defined in subparagraph (g) acting as a group in accordance with this Declaration and/or the Bylaws.

(p) "Withdrawable Land" means all of the Land which, subject to the provisions of the Condominium Act and hereof, may be withdrawn from the Condominium.

(q) "Mortgagee" shall mean the holder of a real estate mortgage.

(r) "Mortgage" shall mean real estate mortgage.

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

(a) Name. The name of the Condominium is The Somerset At Nashua Condominium.

(b) Location. The condominium is located in the City of Nashua, Hillsborough County, New Hampshire.

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

(d) Description of Units.

(i) Buildings. The Condominium includes four (4) residential buildings containing a total of twenty-eight (28) units. These buildings are being or will be constructed on the Land. In addition, as provided in Section 4 of this Declaration, Declarant has reserved the option of converting certain specified portions of the Land into building sites for additional Units up to a maximum total of four hundred ninety-eight (498) Units in the Condominium. The location and dimensions of the four (4) residential buildings are shown on the Plans of the Condominium. These buildings are or will be of wood frame construction with poured cement foundations. Some units will have basements.

(ii) Units. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units. Annexed hereto and made a part hereof as Appendix B is a list of all Units, their respective identifying numbers or Unit designations, and the Limited Common Area appurtenant thereto, all as shown more fully on the Plans.

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

Detached, free-standing units:

Lower Boundary: The exterior unfinished surfaces of the concrete foundation.

Upper Boundary: The unfinished exterior surface of the roof.

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

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

Garages: The unfinished exterior of the perimeter walls; the unfinished exterior of the cement foundation; the unfinished exterior of the roof; if the garage contains windows, to the exterior surface of the glass and the unfinished exterior surface of the window frames.

Units in a multi-unit building:

Lower Boundary: The unfinished interior surfaces of the concrete foundations or the unfinished interior surface of the lowermost floor.

Upper Boundary: The unfinished interior surface of the uppermost ceiling.

Perimeter walls and door frames: The unfinished interior surfaces thereof.

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

All heat and air-conditioning units serving only one unit, wherever located, shall be part of the unit served.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area described in Paragraph 3(e) hereinbelow which may be located therein. The finished surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles, and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of each Unit shall be deemed to own the aforesaid finished surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his Unit with the Limited Common

Area reserved for his Unit, and the plumbing facilities and appliances located in his Unit and serving solely his Unit. The Owner of each Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, or other public utility lines, ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include any balconies or patios, if any, serving the Units, which balconies or patios shall be Limited Common Area, except balconies or patios attached to free-standing units, which balconies or patios shall be part of the unit.

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

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

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

the water supply, sewage disposal, electrical and telephone systems serving the Condominium to the extent said systems are located within the Property and are now owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

the roofs, and exterior finish of all outside surfaces (except free-standing units);

any balconies or patios adjacent to the Units, except those attached to free-standing units which balconies or patios shall be part of said units;

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

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

(ii) Limited Common Area. Driveways, entranceways, steps, stairways, stairway landings and halls not part of a Unit, which serve only one Unit are Limited Common Area of the Unit served. Designations of any other Limited Common Area are shown in Exhibit B hereto. Each Limited Common Area is owned in common by the Owners, but is restricted to the use and benefit of the Unit which it serves. Limited Common Area may not be reassigned.

(iii) Use. The use of the Common Area shall be limited to the Owners in residence, to their tenants in

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

(f) Subsequent Assignment of Limited Common Area. No Common Area not within the boundaries of any Convertible Land has been delineated for subsequent assignment as Limited Common Area.

(g) Allocation of Interests. An equal undivided interest in the Common Area shall be allocated to each unit.

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

(i) Residential Use. Each Unit shall be occupied and used only for residential purposes by the Owner and his family, or by tenants, guests, invitees or licensees of the Owner, except for such limited professional use as the Board of Directors, upon application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

(ii) Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and its duly authorized agents, representatives and assigns may make such reasonable use of the Condominium as may facilitate the completion of construction and such sale, including, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, the maintenance of a sales office and a rental office, the showing of property and the displaying of signs. The Declarant is fully obligated to complete improvements on any portion of the submitted land, other than within the boundaries of any Convertible Land, labeled "(NOT YET COMPLETED)" or "(NOT YET BEGUN)" on the Site Plans recorded pursuant to the requirements of the Condominium Act. In addition, the Declarant and its duly authorized agents, representatives and employees shall have the right to use any and all unsold Unit or Units as sales offices and/or model units. Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, The Declarant reserves the right to enter into certain agreements with other Unit Owners who may agree to lease their Units to the Declarant for use by the Declarant as model units and/or sales offices.

(iii) Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

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(iv) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Area Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

(v) Units Subject to Declaration, Bylaws and Rules and Regulations. This Declaration, the Bylaws, the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time, all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. Each Owner shall comply therewith and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity shall be authorized by resolution of the Board of Directors and the Condominium shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees.

All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Property in any manner are subject to the provisions of this Declaration, the Bylaws and the Rules. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

(vi) Condominium Subject to Easements for Ingress and Egress and Use. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to same. Each Unit shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to the same.

The Owners' Association 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.

(vii) Property Subject to Covenants, Restrictions of Record. The submission of the property is subject to all covenants, conditions, easements, and restrictions of record.

(viii) Easement to Facilitate Conversion. The Units and Common Area shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common

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Area by persons lawfully using or entitled to same, including, without limitation, employees and other agents of public utility companies in the performance of their duties. The Declarant reserves a transferable easement over and on the Common Area for its employees, other agents and its independent contractors for the purpose of doing all things reasonably necessary and proper to convert any Convertible Land (regardless of actual location of same).

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

(i) Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged, unless the Unit Owners vote to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims.

4. Conversion of Convertible Land. The Declarant hereby expressly reserves the right, to be exercised in its sole discretion, to create additional Units or Limited Common Area, or both, on all or any part of each of the Convertible Land, which right shall be effected by amendment to this Declaration executed by Declarant alone in the manner provided by Section 23 of the Condominium Act, and which right shall be subject to the following:

(a) Legal Description. A legal description by metes and bounds of Convertible Land within the Condominium is set forth in Appendix C hereto.

(b) Maximum Number of Units. A maximum of four hundred seventy (470) Units may be created within Convertible Land.

(c) Residential Use Restriction. All Units to be created on the Convertible Land shall be restricted to residential use pursuant to the terms of Paragraph 3(h) (i) of this Declaration, except for such limited professional uses as may be permitted by the Board of Directors pursuant to the provisions of said Paragraph 3(h) (i).

(d) Compatibility of Structures. Any structure erected on the Convertible Land will be generally compatible with structures serving a like purpose on other portions of the submitted land in terms of quality of construction, the principal materials to be used and the architectural style, except that some units, not to exceed one hundred and two (102) in number, will be detached, free-standing buildings.

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(e) Other Improvements. Certain other improvements including roads, utility services, landscaping and like improvements which are incidental to the residential use of the Convertible Land may be created on any Convertible Land.

(f) Compatibility of Units. Any Unit created within the Convertible Land will be substantially identical to one or more Units previously constructed on some other portion of the Land, except that some units, not to exceed one hundred and two (102) in number, will be detached, free-standing buildings.

(g) Right to Create Limited Common Area. The Declarant shall have the right, exercisable in its sole discretion, to create Limited Common Area within any Convertible Land and/or to designate Common Area therein which may subsequently be assigned as Limited Common Area. Any Limited Common Area created on any Convertible Land may vary in type, size and maximum number as compared to the original four (4) residential buildings.

(h) Limitations on Option. There are no limitations on the option to convert except as provided in this Paragraph 4 or in the Condominium Act. No consent of any Unit Owner, occupant, or mortgagee of a Unit Owner shall be required in connection with the exercise of such option.

(i) Portions of Convertible Land. Portions of the Convertible Land may be converted at different times, in any order, subject only to the limitations provided in this Paragraph 4 or in the Condominium Act.

(j) Financing of Construction. The Declarant reserves the right to use any portion or all of the Convertible Land as collateral, for the purpose of financing construction thereon and, until discharged, any such mortgage or deed of trust shall have priority over the interests of Unit Owners in such portion of the Convertible Land.

(k) Taxes and Assessments. Taxes and other assessments pertinent to convertible land shall be paid by the Declarant until the date of recordation of an amendment to Declaration, with plans, which effectuates the conversion.

##### 5. Contraction of Condominium.

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

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

(c) Time Limit. The option to contract may be exercised from time to time by the Declarant in one or more increments but only upon the execution by it of an amendment to this Declaration which shall be filed for record at the Hillsborough County Registry of Deeds not later than seven (7) years from the date of recordation hereof. In the event this option is not exercised within the time period specified, or in the event that it shall be sooner waived by the Declarant by a written instrument recorded at said Registry, it shall in all respects expire and be of no further force and effect.

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

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(e) Portions of Withdrawable Land. Each of the thirty-five (35) tracts of land described in said Appendix C as Phases 2 through 5, inclusive, 7 through 11, inclusive, 13 through 29, inclusive, and 31 through 39, inclusive, shall constitute a portion of the Withdrawable Land which may be withdrawn from the Condominium, separately, and in any order.

(f) Legal Description of Nonwithdrawable Land. A legal description by metes and bounds of all of the Land to which the option to contract does not extend is contained in Appendix D attached hereto.

6. Amendment of Declaration. Except as otherwise provided in the Condominium Act and herein, this Declaration may be amended by the vote of at least sixty-seven percent (67%) of the Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, provided, however, that (i) any such amendment shall have been approved in writing by the institutional mortgagee or mortgagees holding mortgages constituting first liens on sixty-seven percent (67%) or more of the Condominium Units subject to institutional first mortgages recorded at the Hillsborough County Registry of Deeds, or at any other place necessary to perfect security interests, (ii) no such amendment shall be effective until evidence thereof has been duly recorded at said Registry of Deeds, pursuant to Section 34IV of the Condominium Act, (iii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the sale, lease or other disposition of such Unit(s); (iv) no such amendment shall be contrary to the provisions of the Condominium Act and (v) no such amendment shall affect the rights reserved pursuant to Paragraphs 4 and 5 hereof without the written consent of the Declarant.

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

8. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules, unless at least sixty-seven percent (67%) of the mortgagees holding first mortgages recorded at the Hillsborough County Registry of Deeds, or at any other place necessary to perfect security interests constituting first liens on the Condominium Units subject to such mortgages (based upon the percentage of interest in the Common Area), have given their prior written approval, the Unit Owners' Association and Board of Directors shall not be entitled to:

(a) By act or omission seek to abandon or terminate the condominium regime;

(b) Change the pro rata interest or obligations of any Unit (i) for the purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards (ii) for determining the pro rata share of each Unit in the Common Area.

(c) Partition or subdivide any Unit;

(d) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Condominium shall not be deemed a transfer within the meaning of this clause.);

(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, except as provided by statute in case of substantial loss to the Units and/or Common Area.

This Paragraph 8 shall not apply to, or in any way be construed as a limitation upon, the rights of Declarant pursuant to Paragraphs 4 and 5 to designate and convert Convertible Land or to designate and withdraw any Withdrawable Land from the Condominium, including without limitation action by the Declarant incidental to its exercise of such rights, which might otherwise be deemed to violate clauses (b) and (d) above, such as the construction of improvements and the encumbering of all or portions of the Convertible Land to finance such construction, and the submission of not more than four hundred seventy (470) additional Condominium Units to the Condominium.

9. Priority of First Mortgagees or Secured Parties. No provision of this Declaration, the Bylaws, or the Rules shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of first mortgagees or secured parties of the Condominium Units pursuant to their first mortgages or security interests in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.

10. Contracts, Leases. Notwithstanding any provision in this Declaration or the Bylaws to the contrary, neither Declarant nor the Board of Directors may bind the Unit Owners' Association, prior to passage of control of the Condominium to that Association, to any contracts or leases (including management contracts) unless the Unit Owners' Association is provided a right of termination of any such contract or lease, without cause, exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto.

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

12. FHLMC AND FNMA PROVISIONS. Notwithstanding anything to the contrary contained elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in Somerset At Nashua Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, to wit:

(a) A first mortgage of a Unit shall, at the request of such mortgagee, be entitled to written notification from the Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under said Deed and/or these Articles which is not cured within sixty (60) days.

(b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for, and take the property free of any claims for, unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title to the Unit by the mortgagee.

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(c) Unless both the first mortgagees (based upon one vote for each first mortgage owned), and the Unit Owners (other than the Declarant) of Units have given their prior written approval, the Unit Owners and the Trustee shall not be entitled to:

(i) by act or omission, seek to abandon or terminate the Planned Unit Development;

(ii) change the pro rate interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the percentage of ownership of any Unit in the common areas and facilities ("common elements");

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, subdivide, encumber, sell, or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with intended use of the common elements shall not be deemed a transfer within the meaning of this clause;

(v) use hazard insurance proceeds for losses to any property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or common elements.

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

(e) Common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(f) No provision of any Deed or this Declaration shall be deemed or construed to give a Unit Owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

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

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

(i) If FHLMC or FNMA holds any interest in one or more mortgages on Units, the Directors shall obtain such insurance as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests, including without limitation fidelity coverage against dishonest acts on the part of the Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Directors and if FHLMC or FNMA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests.

(j) If FHLMC or FNMA holds any interest in one or more mortgages on units, then whenever any unit or the common elements

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are damaged by fire or other casualty, the Directors shall give notice of such damage to such persons as may be required by whichever of FHLMC or FNMA (or both) hold such interests.

(k) If FHLMC or FNMA holds any interest in one or more mortgages on units, public liability insurance policies obtained by the Directors shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) hold such interests.

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

(m) So long as FNMA holds any interest in one or more mortgages of units, any decision by the Directors or Unit Owners to terminate professional management of the Homeowners Association shall, if FNMA so requires, require approval of the holders of all first mortgages of record on unit.

(n) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Declaration and Bylaws. No unit estate may be leased or rented for a period of less than thirty (30) days, with a minimum initial term of no less than six (6) months.

13. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer this 13th day of January, 1984.

Witness:

BROOKFIELD ACRES, a New Hampshire  
Limited Partnership

Jeffrey H. Maguire

By William P. Korsak  
William P. Korsak, Sole General  
Partner

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 13th day of January, 1984, before me, the undersigned officer, personally appeared the above-named, William P. Korsak, as Sole General Partner of Brookfield Acres, a New Hampshire Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

Before me:

Jeffrey A. Maguire  
Justice of the Peace  
Notary Public

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BK 3159 P00629

# *First Amendment to the Declaration*



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4

FIRST AMENDMENT

TO

DECLARATION

OF

THE SOMERSET AT NASHUA CONDOMINIUM

NASHUA, NEW HAMPSHIRE

Declaration recorded Hillsborough  
County Registry of Deeds May 17, 1984  
Book 3159, Page 618

SEP 17 12 43 PM '84

438340

DN 3211 PB 0798

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
HUDSON, NH 03051

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Brookfield Acres, a New Hampshire partnership, with a place of business at 28 Charron Avenue, Nashua, County of Hillsborough and State of New Hampshire, Richard Roper of Andover, County of Essex, Commonwealth of Massachusetts and Hilltop Estates Development Corp. of 3 Kessler Farm Road, Nashua, County of Hillsborough and State of New Hampshire, do hereby declare this First Amendment to the Declaration of The Somerset at Nashua Condominium.

This Amendment is to expand The Somerset at Nashua Condominium from twenty-eight (28) units to ninety (90) units.

Two buildings of eight units each and two buildings of six units each have been approved as a part of the Condominium as follows:

| Phase | Unit No. |
|-------|----------|
| I     | 1        |
|       | 2        |
|       | 3        |
|       | 4        |
|       | 5        |
|       | 6        |
| I     | 7        |
|       | 8        |
|       | 9        |
|       | 10       |
|       | 11       |
|       | 12       |
|       | 13       |
|       | 14       |
| I     | 15       |
|       | 16       |
|       | 17       |
|       | 18       |
|       | 19       |
|       | 20       |
|       | 21       |
|       | 22       |
| I     | 23       |
|       | 24       |
|       | 25       |
|       | 26       |
|       | 27       |
|       | 28       |

BK 3211 PG 799

CONDOMINIUM AND GALL  
CONDOMINIUM ASSOCIATION  
ATTORNEYS AT LAW  
23 PERRY STREET  
NASHUA, NH 03081

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Three buildings of four units each, seven buildings of six units each, and one building of eight units shall be added by this Amendment, which units shall be approved on a Phase by Phase basis with separate Registration Certificate for each Phase, and are described as follows:

| PHASE | UNIT NO. |
|-------|----------|
| 2     | 29       |
|       | 30       |
|       | 31       |
|       | 32       |
|       | 33       |
|       | 34       |
|       |          |
| 3     | 35       |
|       | 36       |
|       | 37       |
|       | 38       |
|       | 39       |
|       | 40       |
|       |          |
| 4     | 41       |
|       | 42       |
|       | 43       |
|       | 44       |
|       | 45       |
|       | 46       |
|       | 47       |
|       | 48       |
| 7     | 49       |
|       | 50       |
|       | 51       |
|       | 52       |
|       | 53       |
|       | 54       |
|       |          |
| 5     | 55       |
|       | 56       |
|       | 57       |
|       | 58       |
|       | 59       |
|       | 60       |
|       |          |
| 29    | 61       |
|       | 62       |
|       | 63       |
|       | 64       |
| 29    | 65       |
|       | 66       |
|       | 67       |
|       | 68       |
| 29    | 69       |
|       | 70       |
|       | 71       |
|       | 72       |
| 9     | 73       |
|       | 74       |
|       | 75       |
|       | 76       |
|       | 77       |
|       | 78       |

00000 11200

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
39 FERRY STREET  
HUDSON, N.J. 07030

PHASE

UNIT NO.

8

79  
80  
81  
82  
83  
84

10

85  
86  
87  
88  
89  
90

This First Amendment supersedes the specified section as noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3159, Page 619.

Section 4 (b) of the Declaration, which appears on Page 7, is amended to read as follows:

(b) Maximum Number of Units. A maximum of 408 units may be created within the Convertible Land.

Appendix B, DESCRIPTION OF UNIT, PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREA, LIMITED COMMON AREA; Appendix C, LEGAL DESCRIPTION OF WITHDRAWABLE LAND; Appendix D, LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND, are amended to accomodate the entry of Phases 2, 3, 4, 7, 5, 29, 9, 8, and 10 into the Condominium. (See revised Appendices B, C, D attached hereto.)

In Witness Whereof, the undersigned have caused this First Amendment to Declaration to be executed on the 8<sup>th</sup> day of August 1984.

WITNESS

BROOKFIELD ACRES

[Signature]

By: [Signature]  
William P. Korsak

to all

By: [Signature]  
Richard Roper

HILLTOP ESTATES  
DEVELOPMENT CORP.

[Signature]

By: [Signature]  
John N. Tapalix

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the 8<sup>th</sup> day of August 1984, before me, the undersigned officer, personally appeared William P. Korsak, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

[Signature]  
Justice of the Peace

DAN AND GAIL  
ATTORNEYS AT LAW  
100 STATE STREET  
CONCORD, NH 03301

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STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 8<sup>th</sup> day of August, 1984, before me, the undersigned officer, personally appeared Richard Roper, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Edd J. [Signature]  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 8<sup>th</sup> day of August, 1984, before me, the undersigned officer, personally appeared John N'Tapalis, President of Hilltop Estates Development Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Edd J. [Signature]  
Justice of the Peace

883211 760802

JORDAN AND GILL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 PERRY STREET  
NASHUA, N.H. 03051

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THE SOMERSET AT NASHUA CONDOMINIUM

APPENDIX B

DESCRIPTION OF UNIT, PERCENTAGE OF UNDIVIDED INTEREST IN THE  
COMMON AREA, LIMITED COMMON AREA

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 1        | 1/90th  | X   |
| 2        | 1/90th  | X   |
| 3        | 1/90th  | X   |
| 4        | 1/90th  | X   |
| 5        | 1/90th  | X   |
| 6        | 1/90th  | X   |
| 7        | 1/90th  | X   |
| 8        | 1/90th  | X   |
| 9        | 1/90th  | X   |
| 10       | 1/90th  | X   |
| 11       | 1/90th  | X   |
| 12       | 1/90th  | X   |
| 13       | 1/90th  | X   |
| 14       | 1/90th  | X   |
| 15       | 1/90th  | X   |
| 16       | 1/90th  | X   |
| 17       | 1/90th  | X   |
| 18       | 1/90th  | X   |
| 19       | 1/90th  | X   |
| 20       | 1/90th  | X   |
| 21       | 1/90th  | X   |
| 22       | 1/90th  | X   |
| 23       | 1/90th  | X   |
| 24       | 1/90th  | X   |
| 25       | 1/90th  | X   |
| 26       | 1/90th  | X   |
| 27       | 1/90th  | X   |
| 28       | 1/90th  | X   |
| 29       | 1/90th  | X   |

EX3211 PG0803

AND GALL  
REAL ASSOCIATION  
1005 AV LAW  
NEW STREET  
NEWTON, MASS 02459

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| <u>UNIT NO</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON<br/>OUTSIDE STEP<br/>ENTRANCE</u> |
|----------------|--|---|
| 30             | 1/90th   | X   |
| 31             | 1/90th   | X   |
| 32             | 1/90th   | X   |
| 33             | 1/90th   | X   |
| 34             | 1/90th   | X   |
| 35             | 1/90th   | X   |
| 36             | 1/90th   | X   |
| 37             | 1/90th   | X   |
| 38             | 1/90th   | X   |
| 39             | 1/90th   | X   |
| 40             | 1/90th   | X   |
| 41             | 1/90th   | X   |
| 42             | 1/90th   | X   |
| 43             | 1/90th   | X   |
| 44             | 1/90th   | X   |
| 45             | 1/90th   | X   |
| 46             | 1/90th   | X   |
| 47             | 1/90th   | X   |
| 48             | 1/90th   | X   |
| 49             | 1/90th   | X   |
| 50             | 1/90th   | X   |
| 51             | 1/90th   | X   |
| 52             | 1/90th   | X   |
| 53             | 1/90th   | X   |
| 54             | 1/90th   | X   |
| 55             | 1/90th   | X   |
| 56             | 1/90th   | X   |
| 57             | 1/90th   | X   |
| 58             | 1/90th   | X   |
| 59             | 1/90th   | X   |
| 60             | 1/90th   | X   |
| 61             | 1/90th   | X   |

DN 3211 PG 0804

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 PENNY STREET  
HUDSON, N.H. 03061

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| <u>UNIT NO.</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON AREA,<br/>OUTSIDE STEPS, AND<br/>ENTRANCEWAYS</u> |
|-----------------|--|---|
| 62              | 1/90th   | X   |
| 63              | 1/90th   | X   |
| 64              | 1/90th   | X   |
| 65              | 1/90th   | X   |
| 66              | 1/90th   | X   |
| 67              | 1/90th   | X   |
| 68              | 1/90th   | X   |
| 69              | 1/90th   | X   |
| 70              | 1/90th   | X   |
| 71              | 1/90th   | X   |
| 72              | 1/90th   | X   |
| 73              | 1/90th   | X   |
| 74              | 1/90th   | X   |
| 75              | 1/90th   | X   |
| 76              | 1/90th   | X   |
| 77              | 1/90th   | X   |
| 78              | 1/90th   | X   |
| 79              | 1/90th   | X   |
| 80              | 1/90th   | X   |
| 81              | 1/90th   | X   |
| 82              | 1/90th   | X   |
| 83              | 1/90th   | X   |
| 84              | 1/90th   | X   |
| 85              | 1/90th   | X   |
| 86              | 1/90th   | X   |
| 87              | 1/90th   | X   |
| 88              | 1/90th   | X   |
| 89              | 1/90th   | X   |
| 90              | 1/90th   | X   |

003211 000005

CALL  
ASSOCIATION  
AT LAW  
STREET  
HUDSON, N.H. 03051

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APPENDIX C

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF WITHDRAWABLE LAND

Any portion, portions, or all of the following describe Phase 11 shall be withdrawable land.

PHASE 11

Beginning at a point which is the western corner of the within described Phase 11; which point is also the northern most point of Lot 437, Map H, situate on Chatham Street; thence

- 1) N 69°52'04" E 278.27 feet to a nail in a rock; thence
- 2) N 72°48'03" E 1,242.55 feet to a point, which point is a stone bound in stones; thence
- 3) N 29°22'59" W 908.87 feet to a stone bound; thence
- 4) Continuing along the same direction along a stone wall 63.26 feet to a drill hole; thence
- 5) N 30°12'21" W 27.66 feet to a point; thence
- 6) N 40°52'28" E 1,024.80 feet to a point; thence
- 7) S 40°30'00" E 121.81 feet to a point; thence
- 8) N 55°30'00" E 451.05 feet to a point; thence
- 9) S 30°00'00" E 335.51 feet to a stone wall; thence
- 10) S 50°58'55" W along said stone wall 248.33 feet to a drill hole; thence
- 11) S 30°19'50" E 81.26 feet to a point; thence
- 12) S 30°39'40" E 698.89 feet to a hub; thence
- 13) S 30°22'43" E 301.94 feet to a stone bound in stones; thence
- 14) S 30°55'40" E 285.23 feet to a point; thence
- 15) S 75°30'00" W 682.11 feet to a point; thence
- 16) S 22°30'00" W 145.88 feet to a point; thence
- 17) By a curve to the right having a radius of 510.00 feet 497.38 feet to a point; thence
- 18) By a curve to the left having a radius of 470.00 feet a distance of 213.28 feet; thence
- 19) By a curve to the right having a radius of 405.26 feet a distance of 97.26 feet to a point; thence
- 20) N 85°15'00" E 120.40 feet to a point; thence
- 21) N 81°44'31" E 207.90 feet to a point; thence
- 22) N 40°00'00" W 303.61 feet to a point; thence
- 23) N 50°00'00" E 169.69 feet to a point; thence
- 24) N 29°15'00" W 230.00 feet to a point; thence
- 25) N 60°45'00" E 343.00 feet to a point; thence
- 26) S 30°55'40" E 452.25 feet to a pin in a ledge; thence
- 27) S 68°39'58" W 287.18 feet to a stone bound; thence
- 28) S 23°18'27" E 512.36 feet to a point; thence
- 29) S 58°10'50" W 297.68 feet to a point; thence
- 30) S 64°45'00" W 523.19 feet to a point; thence
- 31) N 30°45'00" W 120.00 feet to a point; thence
- 32) S 59°15'00" W 279.78 feet to a point; thence
- 33) N 48°15'00" W 123.38 feet to a point; thence
- 34) N 7°15'00" W 249.73 feet to a point; thence
- 35) N 82°45'00" E 203.12 feet to a point; thence
- 36) N 15°45'00" E 199.38 feet to a point; thence
- 37) N 17°00'00" W 234.81 feet to a point; thence
- 38) N 42°15'00" W 240.13 feet to a point; thence
- 39) S 23°00'00" W 199.88 feet to a point; thence
- 40) S 73°30'00" W 427.62 feet to a point; thence
- 41) S 14°45'00" E 223.44 feet to a point; thence
- 42) S 3°45'00" W 256.27 feet to a point; thence
- 43) N 83°30'00" W 289.89 feet to a point; thence

3211 00006

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
NASHUA, N.H. 03051

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APPENDIX C

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF WITHDRAWABLE LAND

PHASE 11 (CONT.)

- 44) By a curve to the left having a radius of 220.00 feet  
178.55 feet to a point at the northerly point of Phase 8; thence  
45) S 50°00'00" W 719.93 feet to a point; thence  
46) N 19°05'38" W 89.91 feet to a hub; thence  
47) N 20°39'09" W 353.01 feet to a stone bound; thence  
48) N 16°05'00" W 13.25 feet to a hub in stone; thence  
49) N 29°04'27" W 1,093.01 feet to the point of beginning.

Containing 106.648 acres.

83211 PG0887

JORDAN AND GALL  
ATTORNEYS AT LAW  
100 FREDERICK STREET  
NASHUA, NH 03061

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APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 1

Beginning at a point which is the southwest corner of Phase 29; thence turning and running

- 1) N 14°17'38" W a distance of 166.72 feet; thence turning and running
- 2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running
- 3) N 59°15'00" E a distance of 279.78 feet; thence turning and running
- 4) S 30°45'00" E a distance of 120.00 feet; thence turning and running
- 5) N 64°45'00" E a distance of 277.19 feet thence
- 6) S 21°26'50" E a distance of 370.00 feet; thence
- 7) S 76°56'53" W a distance of 746.18 feet to the point of beginning.

Containing 5.766 acres.

PHASE 6

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence

- 1) S 30°55'40" E a distance of 262.00 feet; thence turning and running
- 2) S 60°45'00" W distance of 343.00 feet; thence turning and running
- 3) S 29°15'00" E a distance of 230.00 feet; thence turning and running
- 4) S 50°00'00" W a distance of 169.69 feet; thence turning and running
- 5) S 40°00'00" E a distance of 303.61 feet; thence turning and running
- 6) S 81°44'31" W a distance of 207.90 feet; thence turning and running
- 7) S 85°15'00" W a distance of 120.40 feet; thence turning and running
- 8) Northwesterly by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running
- 9) Northwesterly by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running
- 10) Northwesterly by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running
- 11) N 22°30'00" E a distance of 145.88 feet; thence turning and running
- N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

PHASE 12

Beginning at a point on the southerly side of Tinker Road, said point being the most northerly point of the within phase; thence

- 1) Southeasterly by a curve to the left with a radius of 583.50 feet a distance of 150.78 feet; thence turning and running

BN 3211 PG0008

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
39 FERRY STREET  
NASHUA, NH 03001

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APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 12 (CONT.)

- 2) S 63°15'53" E a distance of 259.40 feet; thence turning and running
- 3) S 28°47'40" E a distance of 193.83 feet; thence turning and running
- 4) S 50°58'55" W a distance of 477.09 feet; thence turning and running
- 5) N 30°00'00" W a distance of 335.51 feet; thence turning and running
- 6) S 55°30'00" W a distance of 451.05 feet; thence turning and running
- 7) N 40°30'00" W a distance of 121.81 feet; thence turning and running
- 8) S 40°52'28" W a distance of 1,024.80 feet; thence turning and running
- 9) N 30°12'21" W a distance of 176.30 feet; thence turning and running
- 10) N 40°52'28" E a distance of 797.05 feet; thence turning and running
- 11) N 43°48'56" E a distance of 117.19 feet; thence turning and running
- 12) N 55°40'21" E a distance of 275.70 feet; thence turning and running
- 13) N 55°17'50" E a distance of 236.85 feet; thence turning and running
- 14) N 55°22'14" E a distance of 334.15 feet to the point of beginning.

Containing 12.075 acres.

PHASE 30

Beginning at a point which is the northerly point of the within phase; thence

- 1) S 82°45'00" W a distance of 222.00 feet; thence turning and running
- 2) S 07°15'00" E a distance of 489.99 feet; thence turning and running
- 3) Southeasterly by a curve to the left with a radius of 619.10 feet a distance of 108.05 feet; thence
- 4) Due East a distance of 94.34 feet; thence turning and running
- 5) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running
- 6) N 48°15'00" W a distance of 123.38 feet; thence turning and running
- 7) N 07°15'00" W a distance of 249.73 feet to the point of beginning.

Containing 2.703 acres.

PHASE 40

Beginning at a point which is the most southeasterly point of the within phase and the southwest corner of Phase-30; thence

- 1) N 07°15'00" W a distance of 489.99 feet; thence turning and running
- 2) N 82°45'00" E a distance of 425.12 feet; thence turning and running
- 3) N 15°45'00" E a distance of 199.38 feet; thence turning and running

983211 200309

JORDAN AND GALL  
ATTORNEYS AT LAW  
10 FERRY STREET  
NASHUA, N.H. 03051

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APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 4B (CONT.)

- 4) N 17°00'00" W a distance of 234.81 feet; thence turning and running
- 5) N 42°15'00" W a distance of 240.13 feet; thence turning and running
- 6) S 23°00'00" W a distance of 199.88 feet; thence turning and running
- 7) S 73°30'00" W a distance of 427.62 feet; thence turning and running
- 8) S 14°45'00" E a distance of 223.44 feet; thence turning and running
- 9) S 03°45'00" W a distance of 256.27 feet; thence turning and running
- 10) N 83°30'00" W a distance of 289.89 feet; thence turning and running
- 11) Southeasterly by a curve to the left with a radius of 220.00 feet a distance of 331.18 feet; thence turning and running
- 12) Southeasterly by a curve to the right with a radius of 380.00 feet a distance of 152.54 feet; thence turning and running
- 13) Northeasterly by a curve to the left with a radius of 619.10 feet a distance of 351.2328 feet to the point of beginning.

PHASE 2

Beginning at a point which is the northwest corner of Phase 2; thence

- 1) N 44°6'40" E 187.21 feet to a point; thence
- 2) S 45°53'22" E 208.92 feet to a point; thence
- 3) S 66°34'10" W 271.75 feet to a stone bound; thence
- 4) N 23°57'49" W 46.52 feet to a point; thence
- 5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

PHASE 3

Beginning at a point which is the northwest corner of the within described Phase 3; thence

- 1) N 64°45'00" E 86.00 feet to a point; thence
- 2) S 45°53'22" E 245.00 feet; thence
- 3) S 44°6'40" W 187.21 feet to a point; thence
- 4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

PHASE 4

Beginning at a point which is the northwest corner of the within described Phase 4; thence

- 1) N 64°45'00" E 160.00 feet; thence
- 2) N 59°10'50" E 65.00 feet to a point; thence
- 3) S 28°35'19" E 435.82 feet to a point; thence
- 4) S 66°34'10" W 90.00 feet to a point; thence
- 5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.



APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 5

Beginning at a point which is the northwest corner of the within described Phase 5; thence

- 1) N 58°10'50" E 232.68 feet to a point; thence
- 2) S 23°18'27" E 40.00 feet to a point; thence
- 3) S 31°57'31" W 267.57 feet to a point; thence
- 4) N 28°35'19" W 155.82 feet to the point of beginning.

Containing 0.793 acres.

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°18'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'38" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'00" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.28 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.00 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

BK 3211 PG 811

APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 10

Beginning at a point which point is the southerly corner of  
Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

BE 9211 P#0812

JORDAN AND GALE  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
35 FERRY STREET  
BRIDGE, NH 03001

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# *Second Amendment to the Declaration*



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525766

SECOND AMENDMENT

TO

DECLARATION

OF

THE SOMERSET AT NASHUA CONDOMINIUM  
NASHUA, NEW HAMPSHIRE

DECLARATION recorded Hillsborough  
County Registry of Deeds May 17, 1984  
Book 3159, Page 618

FIRST AMENDMENT recorded  
Hillsborough County Registry of Deeds,  
Book 3211, Page 789

BK 3321 PG 0724

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
1380 PERRY STREET  
HUDSON, NH 03051

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Brookfield Acres, a New Hampshire partnership, with a place of business at 28 Charron Avenue, Nashua, County of Hillsborough and State of New Hampshire, Richard Roper, of Andover, County of Essex, Commonwealth of Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a place of business at Kessler Farm Drive, Nashua, County of Hillsborough and State of New Hampshire, do hereby declare this Second Amendment to the Declaration of The Somerset at Nashua Condominium.

This Amendment is to expand The Somerset at Nashua Condominium from ninety (90) units to one hundred ninety-two (192) units.

Three buildings of eight units each, three buildings of four units, and nine buildings of six units each have been approved as a part of the Condominium as follows:

| <u>Phase</u> | <u>Unit No.</u> |
|--------------|-----------------|
| 1            | 1               |
|              | 2               |
|              | 3               |
|              | 4               |
|              | 5               |
|              | 6               |
| 1            | 7               |
|              | 8               |
|              | 9               |
|              | 10              |
|              | 11              |
|              | 12              |
|              | 13              |
|              | 14              |
| 1            | 15              |
|              | 16              |
|              | 17              |
|              | 18              |
|              | 19              |
|              | 20              |
|              | 21              |
|              | 22              |
| 1            | 23              |
|              | 24              |
|              | 25              |
|              | 26              |
|              | 27              |
|              | 28              |

BK 3321 P69725

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
59 FERRY STREET  
HUDSON, NH 03081

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PHASE

UNIT NO.

|    |    |
|----|----|
| 2  | 29 |
|    | 30 |
|    | 31 |
|    | 32 |
|    | 33 |
|    | 34 |
| 3  | 35 |
|    | 36 |
|    | 37 |
|    | 38 |
|    | 39 |
|    | 40 |
| 4  | 41 |
|    | 42 |
|    | 43 |
|    | 44 |
|    | 45 |
|    | 46 |
|    | 47 |
|    | 48 |
| 7  | 49 |
|    | 50 |
|    | 51 |
|    | 52 |
|    | 53 |
|    | 54 |
| 5  | 55 |
|    | 56 |
|    | 57 |
|    | 58 |
|    | 59 |
|    | 60 |
| 29 | 61 |
|    | 62 |
|    | 63 |
|    | 64 |
| 29 | 65 |
|    | 66 |
|    | 67 |
|    | 68 |
| 29 | 69 |
|    | 70 |
|    | 71 |
|    | 72 |
| 9  | 73 |
|    | 74 |
|    | 75 |
|    | 76 |
|    | 77 |
|    | 78 |

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
20 FERRY STREET  
HUDSON, NH 03041

**PHASE**

**UNIT NO.**

|    |    |
|----|----|
| 8  | 79 |
|    | 80 |
|    | 81 |
|    | 82 |
|    | 83 |
| 10 | 84 |
|    | 85 |
|    | 86 |
|    | 87 |
|    | 88 |
|    | 89 |
|    | 90 |

This Second Amendment supersedes the specified section as noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3159, Page 619.

Section 4 (b) of the Declaration, which appears on Page 7, is amended to read as follows:

(b) Maximum Number of Units. A maximum of 306 units may be created within the Convertible Land.

Appendix B, DESCRIPTION OF UNIT, PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREA, LIMITED COMMON AREA; Appendix C, LEGAL DESCRIPTION OF WITHDRAWABLE LAND; Appendix D, LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND, are amended to accommodate the entry of Phases 13, 14, Phase 40 Revised and Phase 30 Revised into the Condominium. (See revised Appendices B, C, D attached hereto.)

In Witness Whereof, the undersigned have caused this Second Amendment to Declaration to be executed on the 17<sup>th</sup> day of May 1985.

WITNESS

Edward A. Jordan

BROOKFIELD ACRES

By: William P. Korsak  
William P. Korsak

to all

By: Richard Roper  
Richard Roper

Signatures

CARNATION HOMES, INC.

By: Richard Roper, President  
Richard Roper, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH


On this, the 17<sup>th</sup> day of May 1985, before me, the undersigned officer, personally appeared William P. Korsak, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Edward A. Jordan  
Justice of the Peace

BN 3321 60727


STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the 17<sup>th</sup> day of May 1985, before me, the undersigned officer, personally appeared Richard Roper, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the 17<sup>th</sup> day of May 1985, before me, the undersigned officer, personally appeared Richard Roper, duly authorized President of Carnation Homes, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

  
Justice of the Peace

8X 3321 P60728

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 PERRY STREET  
HUDSON, N.J. 07030

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THE SOMERSET AT NASHUA CONDOMINIUM

APPENDIX B

DESCRIPTION OF UNIT, PERCENTAGE OF UNDIVIDED INTEREST IN THE  
COMMON AREA, LIMITED COMMON AREA

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 1        | 1/192nd   | X   |
| 2        | 1/192nd   | X   |
| 3        | 1/192nd   | X   |
| 4        | 1/192nd   | X   |
| 5        | 1/192nd   | X   |
| 6        | 1/192nd   | X   |
| 7        | 1/192nd   | X   |
| 8        | 1/192nd   | X   |
| 9        | 1/192nd   | X   |
| 10       | 1/192nd   | X   |
| 11       | 1/192nd   | X   |
| 12       | 1/192nd   | X   |
| 13       | 1/192nd   | X   |
| 14       | 1/192nd   | X   |
| 15       | 1/192nd   | X   |
| 16       | 1/192nd   | X   |
| 17       | 1/192nd   | X   |
| 18       | 1/192nd   | X   |
| 19       | 1/192nd   | X   |
| 20       | 1/192nd   | X   |
| 21       | 1/192nd   | X   |
| 22       | 1/192nd   | X   |
| 23       | 1/192nd   | X   |
| 24       | 1/192nd   | X   |
| 25       | 1/192nd   | X   |
| 26       | 1/192nd   | X   |
| 27       | 1/192nd   | X   |
| 28       | 1/192nd   | X   |
| 29       | 1/192nd   | X   |

BK 3321 PG0729

JORDAN AND GILL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
31 FERRY STREET  
BOSTON, MA 02101

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JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
25 PERAY STREET  
HUDSON, NH 03051

| UNIT NO | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|---------|---|---|
| 30      | 1/192nd   | X   |
| 31      | 1/192nd   | X   |
| 32      | 1/192nd   | X   |
| 33      | 1/192nd   | X   |
| 34      | 1/192nd   | X   |
| 35      | 1/192nd   | X   |
| 36      | 1/192nd   | X   |
| 37      | 1/192nd   | X   |
| 38      | 1/192nd   | X   |
| 39      | 1/192nd   | X   |
| 40      | 1/192nd   | X   |
| 41      | 1/192nd   | X   |
| 42      | 1/192nd   | X   |
| 43      | 1/192nd   | X   |
| 44      | 1/192nd   | X   |
| 45      | 1/192nd   | X   |
| 46      | 1/192nd   | X   |
| 47      | 1/192nd   | X   |
| 48      | 1/192nd   | X   |
| 49      | 1/192nd   | X   |
| 50      | 1/192nd   | X   |
| 51      | 1/192nd   | X   |
| 52      | 1/192nd   | X   |
| 53      | 1/192nd   | X   |
| 54      | 1/192nd   | X   |
| 55      | 1/192nd   | X   |
| 56      | 1/192nd   | X   |
| 57      | 1/192nd   | X   |
| 58      | 1/192nd   | X   |
| 59      | 1/192nd   | X   |
| 60      | 1/192nd   | X   |
| 61      | 1/192nd   | X   |

| <u>UNIT NO.</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON AREA,<br/>OUTSIDE STEPS, AND<br/>ENTRANCEWAYS</u> |
|-----------------|--|---|
| 62              | 1/192nd  | X   |
| 63              | 1/192nd  | X   |
| 64              | 1/192nd  | X   |
| 65              | 1/192nd  | X   |
| 66              | 1/192nd  | X   |
| 67              | 1/192nd  | X   |
| 68              | 1/192nd  | X   |
| 69              | 1/192nd  | X   |
| 70              | 1/192nd  | X   |
| 71              | 1/192nd  | X   |
| 72              | 1/192nd  | X   |
| 73              | 1/192nd  | X   |
| 74              | 1/192nd  | X   |
| 75              | 1/192nd  | X   |
| 76              | 1/192nd  | X   |
| 77              | 1/192nd  | X   |
| 78              | 1/192nd  | X   |
| 79              | 1/192nd  | X   |
| 80              | 1/192nd  | X   |
| 81              | 1/192nd  | X   |
| 82              | 1/192nd  | X   |
| 83              | 1/192nd  | X   |
| 84              | 1/192nd  | X   |
| 85              | 1/192nd  | X   |
| 86              | 1/192nd  | X   |
| 87              | 1/192nd  | X   |
| 88              | 1/192nd  | X   |
| 89              | 1/192nd  | X   |
| 90              | 1/192nd  | X   |

OK 3321 PG 0731

JORDAN AND BALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
33 FERRY STREET  
BOSTON, MA 02101

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| <u>UNIT NO</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON AREA<br/>OUTSIDE STEPS, AND<br/>ENTRANCEWAYS</u> |
|----------------|--|--|
| 91             | 1/192nd  | X  |
| 92             | 1/192nd  | X  |
| 93             | 1/192nd  | X  |
| 94             | 1/192nd  | X  |
| 95             | 1/192nd  | X  |
| 96             | 1/192nd  | X  |
| 97             | 1/192nd  | X  |
| 98             | 1/192nd  | X  |
| 99             | 1/192nd  | X  |
| 100            | 1/192nd  | X  |
| 101            | 1/192nd  | X  |
| 101            | 1/192nd  | X  |
| 102            | 1/192nd  | X  |
| 103            | 1/192nd  | X  |
| 104            | 1/192nd  | X  |
| 105            | 1/192nd  | X  |
| 106            | 1/192nd  | X  |
| 107            | 1/192nd  | X  |
| 108            | 1/192nd  | X  |
| 109            | 1/192nd  | X  |
| 110            | 1/192nd  | X  |
| 111            | 1/192nd  | X  |
| 112            | 1/192nd  | X  |
| 113            | 1/192nd  | X  |
| 114            | 1/192nd  | X  |
| 115            | 1/192nd  | X  |
| 116            | 1/192nd  | X  |
| 117            | 1/192nd  | X  |
| 118            | 1/192nd  | X  |
| 119            | 1/192nd  | X  |
| 120            | 1/192nd  | X  |

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JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
HUDSON, NY 08051

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PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FARMY STREET  
MILBURN, N.J. 07095

| <u>UNIT NO</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON AREA<br/>OUTSIDE STEPS, AND<br/>ENTRANCEWAYS</u> |
|----------------|--|--|
| 121            | 1/192nd  | X  |
| 122            | 1/192nd  | X  |
| 123            | 1/192nd  | X  |
| 124            | 1/192nd  | X  |
| 125            | 1/192nd  | X  |
| 126            | 1/192nd  | X  |
| 127            | 1/192nd  | X  |
| 128            | 1/192nd  | X  |
| 129            | 1/192nd  | X  |
| 130            | 1/192nd  | X  |
| 131            | 1/192nd  | X  |
| 132            | 1/192nd  | X  |
| 133            | 1/192nd  | X  |
| 134            | 1/192nd  | X  |
| 135            | 1/192nd  | X  |
| 136            | 1/192nd  | X  |
| 137            | 1/192nd  | X  |
| 138            | 1/192nd  | X  |
| 139            | 1/192nd  | X  |
| 140            | 1/192nd  | X  |
| 141            | 1/192nd  | X  |
| 142            | 1/192nd  | X  |
| 143            | 1/192nd  | X  |
| 144            | 1/192nd  | X  |
| 145            | 1/192nd  | X  |
| 146            | 1/192nd  | X  |
| 147            | 1/192nd  | X  |
| 148            | 1/192nd  | X  |
| 149            | 1/192nd  | X  |
| 150            | 1/192nd  | X  |
| 151            | 1/192nd  | X  |
| 152            | 1/192nd  | X  |

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JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
20 PRINCE STREET  
HUDSON, N.J. 07031

| UNIT NO | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|---------|---|---|
| 153     | 1/192nd   | X   |
| 154     | 1/192nd   | X   |
| 155     | 1/192nd   | X   |
| 156     | 1/192nd   | X   |
| 157     | 1/192nd   | X   |
| 158     | 1/192nd   | X   |
| 159     | 1/192nd   | X   |
| 160     | 1/192nd   | X   |
| 161     | 1/192nd   | X   |
| 162     | 1/192nd   | X   |
| 163     | 1/192nd   | X   |
| 164     | 1/192nd   | X   |
| 165     | 1/192nd   | X   |
| 166     | 1/192nd   | X   |
| 167     | 1/192nd   | X   |
| 168     | 1/192nd   | X   |
| 169     | 1/192nd   | X   |
| 170     | 1/192nd   | X   |
| 171     | 1/192nd   | X   |
| 172     | 1/192nd   | X   |
| 173     | 1/192nd   | X   |
| 174     | 1/192nd   | X   |
| 175     | 1/192nd   | X   |
| 176     | 1/192nd   | X   |
| 177     | 1/192nd   | X   |
| 178     | 1/192nd   | X   |
| 179     | 1/192nd   | X   |
| 180     | 1/192nd   | X   |
| 181     | 1/192nd   | X   |
| 182     | 1/192nd   | X   |
| 183     | 1/192nd   | X   |
| 184     | 1/192nd   | X   |

| <u>UNIT NO</u> | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------------|---|---|
| 185            | 1/192nd   | X   |
| 186            | 1/192nd   | X   |
| 187            | 1/192nd   | X   |
| 188            | 1/192nd   | X   |
| 189            | 1/192nd   | X   |
| 190            | 1/192nd   | X   |
| 191            | 1/192nd   | X   |
| 192            | 1/192nd   | X   |

BR 3321 P60735

JORDAN AND GALL  
CORPORAL ASSOCIATION  
ATTORNEYS AT LAW  
33 PERRY STREET  
MURKIN, N.H. 03051

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## APPENDIX C

### THE SOMERSET AT NASHUA CONDOMINIUM

#### LEGAL DESCRIPTION OF WITHDRAWABLE LAND

Any portion, portions, or all of the following described Phase 11 shall be withdrawable land.

#### PHASE 11

Beginning at a point which is the western corner of the within described Phase 11; which point is also the northern most point of Lot 437, Map B, situate on Chatham Street; thence

- 1) N 69°52'04" E 278.27 feet to a nail in a rock; thence
- 2) N 72°48'03" E 1,242.55 feet to a point, which point is a stone bound in stones; thence
- 3) N 29°22'59" W 908.87 feet to a stone bound; thence
- 4) Continuing along the same direction along a stone wall 63.26 feet to a drill hole; thence
- 5) N 30°12'21" W 27.66 feet to a point; thence
- 6) N 40°52'28" E 1,024.80 feet to a point; thence
- 7) S 40°30'00" E 121.81 feet to a point; thence
- 8) N 55°30'00" E 451.05 feet to a point; thence
- 9) S 30°00'00" E 335.51 feet to a stone wall; thence
- 10) S 50°58'55" W along said stone wall 248.33 feet to a drill hole; thence
- 11) S 30°19'50" E 81.26 feet to a point; thence
- 12) S 30°39'40" E 698.89 feet to a hub; thence
- 13) S 30°22'43" E 301.94 feet to a stone bound in stones; thence
- 14) S 30°55'40" E 285.23 feet to a point; thence
- 15) S 75°30'00" W 682.11 feet to a point; thence
- 16) S 22°30'00" W 145.88 feet to a point; thence
- 17) By a curve to the right having a radius of 510.00 feet 40.08 feet to a point; thence
- 18) S 29°20'45" W 358.50 feet to a point; thence
- 19) S 23°00'00" W 199.88 feet to a point; thence
- 20) S 73°30'00" W 427.62 feet to a point; thence
- 21) S 73°29'00" W 120.00 feet to a point; thence
- 22) S 61°42'00" W 174.40 feet to a point; thence
- 23) By a curve to the left having a radius of 345.00 feet 40.00 feet to a point; thence
- 24) By a curve to the right having a radius of 280.00 feet 149.05 feet to a point; thence
- 25) S 06°30'00" W 140.00 feet to a point; thence
- 26) By a curve to the left having a radius of 220.00 feet 170.55 feet to a point at the northerly point of Phase 8; thence
- 27) S 50°00'00" W 719.93 feet to a point; thence
- 28) N 19°05'38" W 89.91 feet to a hub; thence
- 29) N 20°39'09" W 353.01 feet to a stone bound; thence
- 30) N 16°05'00" W 13.25 feet to a hub in stone; thence
- 31) N 29°04'27" W 1,093.01 feet to the point of beginning.

Containing 84.985 acres.

#### PHASE 15

Beginning at the most northerly point of the within-described phase; thence

- 1) S 30°55'40" E 452.25 feet; thence
- 2) S 68°39'58" W 287.18 feet to a stone bound; thence
- 3) S 23°18'27" E 165.47 feet; thence
- 4) S 66°41'33" W 165.64 feet; thence
- 5) N 40°00'00" W 303.61 feet; thence
- 6) N 50°00'00" E 169.69 feet; thence
- 7) N 29°15'00" W 230.00 feet; thence
- 8) N 60°45'00" E 343.00 feet to the point of beginning.

Containing 4.692 acres



**APPENDIX D**

**THE SOMERSET AT NASHUA CONDOMINIUM**

**LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND**

**PHASE 1**

Beginning at a point which is the southwest corner of Phase 29; thence turning and running

- 1) N 14°17'38" W a distance of 166.72 feet; thence turning and running
- 2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running
- 3) N 59°15'00" E a distance of 279.78 feet; thence turning and running
- 4) S 30°45'00" E a distance of 120.00 feet; thence turning and running
- 5) N 64°45'00" E a distance of 277.19 feet thence
- 6) S 21°26'50" E a distance of 370.00 feet; thence
- 7) S 76°56'53" W a distance of 746.18 feet to the point of beginning.

Containing 5.766 acres.

**PHASE 6**

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence

- 1) S 30°55'40" E a distance of 262.00 feet; thence turning and running
- 2) S 60°45'00" W distance of 343.00 feet; thence turning and running
- 3) S 29°15'00" E a distance of 230.00 feet; thence turning and running
- 4) S 50°00'00" W a distance of 169.69 feet; thence turning and running
- 5) S 40°00'00" E a distance of 303.61 feet; thence turning and running
- 6) S 81°44'31" W a distance of 207.90 feet; thence turning and running
- 7) S 85°15'00" W a distance of 120.40 feet; thence turning and running
- 8) Northwesternly by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running
- 9) Northwesternly by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running
- 10) Northwesternly by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running
- 11) N 22°30'00" E a distance of 145.88 feet; thence turning and running
- N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

**PHASE 12**

Beginning at a point on the southerly side of Tinker Road, said point being the most northerly point of the within phase; thence

- 1) Southeasterly by a curve to the left with a radius of 583.50 feet a distance of 150.78 feet; thence turning and running

APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 12 (CONT.)

- 2) S 63°15'53" E a distance of 259.40 feet; thence turning and running
- 3) S 28°47'40" E a distance of 193.83 feet; thence turning and running
- 4) S 50°58'55" W a distance of 477.09 feet; thence turning and running
- 5) N 30°00'00" W a distance of 335.51 feet; thence turning and running
- 6) S 55°30'00" W a distance of 451.05 feet; thence turning and running
- 7) N 40°30'00" W a distance of 121.81 feet; thence turning and running
- 8) S 40°52'28" W a distance of 1,024.80 feet; thence turning and running
- 9) N 30°12'21" W a distance of 176.30 feet; thence turning and running
- 10) N 40°52'28" E a distance of 797.05 feet; thence turning and running
- 11) N 43°48'56" E a distance of 117.19 feet; thence turning and running
- 12) N 55°40'21" E a distance of 275.70 feet; thence turning and running
- 13) N 55°17'50" E a distance of 236.85 feet; thence turning and running
- 14) N 55°22'14" E a distance of 334.15 feet to the point of beginning.

Containing 12.075 acres.

PHASE 30 REVISED

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) N 44°58'18" E a distance of 554.01 feet; thence
- 2) N 61°54'00" E a distance of 356.79 feet; thence
- 3) N 61°54'00" E 299.21 feet to a point; thence
- 4) By a curve to the right having a radius of 405.26 feet 564.09 feet; thence
- 5) S 59°15'00" W 279.78 feet; thence
- 6) By a curve to the left having a radius of 175 feet 224.63 feet; thence
- 7) Due West 94.34 feet; thence
- 8) By a curve to the right having a radius of 619.10 feet 359.28 feet; thence
- 9) By a curve to the right having a radius of 380.00 feet 50.00 feet to the point of beginning.

Containing 8.169 acres.

BK 3321 PG0738

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
38 PERRY STREET  
HUDSON, NH 03051

15  
Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
Document not for resale  
HomeWiseDocs

APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

**PHASE 40 REVISED**

Beginning at a point which is the southeast corner of the within-described phase; thence

- 1) N 44°58'18" E 554.01 feet; thence
- 2) N 61°54'00" E 656.00 feet; thence
- 3) By a curve to the left having a radius of 405.26 feet 97.26 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet 213.28 feet; thence
- 5) By a curve to the left having a radius of 510.00 feet 417.38 feet; thence
- 6) S 29°28'45" W 358.50 feet; thence
- 7) S 23°00'00" W 199.88 feet; thence
- 8) S 73°30'00" W 427.62 feet; thence
- 9) S 14°45'00" E 223.44 feet; thence
- 10) S 03°45'00" W 256.27 feet; thence
- 11) N 83°30'00" W 289.89 feet; thence
- 12) By a curve to the left having a radius of 220.00 feet 509.73 feet; thence
- 13) By a curve to the right having a radius of 380.00 feet 152.84 feet to the point of beginning.

Containing 13.538 acres.

**PHASE 2**

Beginning at a point which is the northwest corner of Phase 2; thence

- 1) N 44°6'40" E 187.21 feet to a point; thence
- 2) S 45°53'22" E 208.92 feet to a point; thence
- 3) S 66°34'10" W 271.75 feet to a stone bound; thence
- 4) N 23°57'49" W 46.52 feet to a point; thence
- 5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

**PHASE 3**

Beginning at a point which is the northwest corner of the within described Phase 3; thence

- 1) N 64°45'00" E 86.00 feet to a point; thence
- 2) S 45°53'22" E 245.00 feet; thence
- 3) S 44°6'40" W 187.21 feet to a point; thence
- 4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

**PHASE 4**

Beginning at a point which is the northwest corner of the within described Phase 4; thence

- 1) N 64°45'00" E 160.00 feet; thence
- 2) N 59°10'50" E 65.00 feet to a point; thence
- 3) S 28°35'19" E 435.82 feet to a point; thence
- 4) S 66°34'10" W 90.00 feet to a point; thence
- 5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.

EX 3321 P60739

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
25 FERRY STREET  
NASHUA, NH 03081

Order: JNKF4FSRZ

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Order Date: 04-24-2019

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APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM  
LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 5

Beginning at a point which is the northwest corner of the within described Phase 5; thence

- 1) N 58°10'50" E 232.68 feet to a point; thence
- 2) S 23°18'27" E 40.00 feet to a point; thence
- 3) S 31°57'31" W 267.57 feet to a point; thence
- 4) N 28°35'19" W 155.82 feet to the point of beginning.

Containing 0.793 acres.

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°18'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'38" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'00" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.28 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.00 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

BK 3321 660740

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
55 FRANK STREET  
MILFORD, N.H. 03055

APPENDIX D

THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 10

Beginning at a point which point is the southerly corner of Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

PHASE 13

Beginning at a point which is the southwesterly corner of the within-described phase; thence

- 1) S 30°45'00" E 120 feet; thence
- 2) N 64°45'00" E 523.19 feet; thence
- 3) N 58°10'50" E 232.68 feet; thence
- 4) N 23°18'28" W 346.89 feet; thence
- 5) S 60°41'33" W 165.64 feet; thence
- 6) S 81°44'31" W 207.90 feet; thence
- 7) S 85°15'00" W 120.40 feet; thence
- 8) By a curve to the right having a radius of 405.26 feet 564.09 feet to the point of beginning.

Containing 6.166 acres.

PHASE 14

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) S 83°30'00" E 289.89 feet; thence
- 2) N 03°45'00" E 256.27 feet; thence
- 3) N 14°45'00" W 223.44 feet; thence
- 4) S 73°29'00" W 120.00 feet; thence
- 5) S 61°42'26" W 174.40 feet; thence
- 6) By a curve to the left having a radius of 345.00 feet 40.00 feet; thence
- 7) By a curve to the right having a radius of 280.00 feet 149.05 feet; thence
- 8) S 06°30'00" W 140 feet to the point of beginning.

Containing 2.695 acres.

EX 3321 000741

# *Third Amendment to the Declaration*

This third Amendment changes to the name from Somerset to The Villages  
at Kessler Farm



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
Document not for resale  
HomeWiseDocs

(4)

Oct 10 11 05 AM '85

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BK 3394 P0069

THIRD AMENDMENT  
TO  
DECLARATION  
OF  
THE SOMERSET AT NASHUA CONDOMINIUM  
NASHUA, NH  
  
DECLARATION  
recorded  
Hillsborough County Registry of Deeds  
May 17, 1984  
Book 3159, Page 618  
  
FIRST AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
Book 3211, Page 789  
  
SECOND AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
June 6, 1985


AMENDMENT

Brookfield Acres, New Hampshire partnership, with a place of business at Charron Avenue, Nashua, County of Hillsborough, State of New Hampshire, Richard Roper of Andover, County of Essex, State of Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a place of business at Kessler Farm Drive, Nashua, County of Hillsborough, State of New Hampshire, do hereby declare this Third Amendment to the Declaration of The Somerset at Nashua Condominium. This Amendment is to change the name of the Condominium from The Somerset at Nashua Condominium to the Villages at Kessler Farm Condominium. This Third Amendment supersedes each and every reference to the name The Somerset at Nashua Condominium as they are contained in the Declaration the First Amentment and Second Amendment thereto.

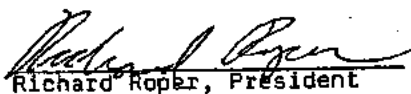
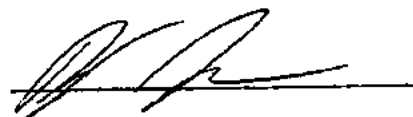
IN WITNESS WHEREOF the undersigned have caused this Third Amendment to Declaration to be executed this date of July 24, 1985 .

WITNESS:

Brookfield Acres  
by:

  
William P. Korsak

Carnation Homes, Inc.  
by:

  
Richard Roper, President  
Richard Roper

BK 3394 P60070

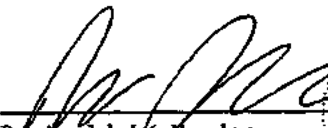


COMMONWEALTH OF MASSACHUSETTS

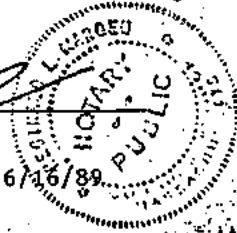
Essex, ss

July 24, 1985

Then personally appeared the above-named Richard Roper and Richard Roper, President of Carnation Homes, Inc., and acknowledged the foregoing to be the free act and deed of Richard Roper and Carnation Homes, Inc.

  
Reginald L. Marden  
Notary Public

My commission expires 6/26/89



EX 3394 P30071

# *Fourth Amendment to the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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HomeWiseDocs

Aug 25 1 48 PM '86

660187

EX 3616 PG 019U

4

FOURTH AMENDMENT  
TO  
DECLARATION OF  
THE SOMERSET AT NASHUA CONDOMINIUM  
NOW KNOWN AS  
THE VILLAGES AT KESSLER FARM CONDOMINIUM  
DECLARATION  
RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
MAY 17, 1984  
BOOK 3159, PAGE 618

FIRST AMENDMENT  
RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
BOOK 3211, PAGE 789

SECOND AMENDMENT  
RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
JUNE 6, 1985

THIRD AMENDMENT  
RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
JULY 24, 1985

# AMENDMENT

Brookfield Acres, a New Hampshire partnership with a place of business at Charron Avenue, Nashua, County of Hillsborough, State of New Hampshire, Richard Roper of Andover, County of Essex, State of Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a place of business at Kessler Farm Drive, Nashua, County of Hillsborough, State of New Hampshire, do hereby declare this Fourth Amendment to the Declaration of the Somerset at Nashua Condominium, now known as The Villages at Kessler Farm Condominiums.

This Amendment is to expand the Villages at Kessler Farm Condominiums from one-hundred ninety-two (192) units to two-hundred ninety-six (296) units.

Reference is made to Plan #19155 recorded at Hillsborough County Registry of Deeds, "Site Phasing Plan, The Villages at Kessler Farm Condominiums", prepared for Carnation Homes, Inc., by Allan H. Swanson, Inc., Dated November 1, 1985.

Eighteen (18) buildings of four (4) units each, four (4) buildings of six (6) units each, eight (8) single units have been approved as part of the condominium as follows:

| PHASE | UNIT NO. |                     |
|-------|----------|---------------------|
| 16    | 193 •    |                     |
|       | 194 •    |                     |
|       | 195 •    | • Building of 6     |
|       | 196 •    |                     |
|       | 197 •    |                     |
|       | 198 •    |                     |
| 17    | 205 •    |                     |
|       | 206 •    |                     |
|       | 207 •    | • Building of 6     |
|       | 208 •    |                     |
|       | 209 •    |                     |
|       | 210 •    |                     |
| 18    | 199 •    |                     |
|       | 200 •    |                     |
|       | 201 •    | • Building of 6     |
|       | 202 •    |                     |
|       | 203 •    |                     |
|       | 204 •    |                     |
| 19    | 211 •    |                     |
|       | 212 •    |                     |
|       | 213 •    | • One Building of 6 |
|       | 214 •    |                     |
|       | 215 •    |                     |
|       | 216 •    |                     |

pg. 0191

| PHASE | UNIT NO. |                     |
|-------|----------|---------------------|
| 19    | 217 •    |                     |
|       | 218 •    | • One Building of 4 |
|       | 219 •    |                     |
|       | 220 •    |                     |
| 20    | 221 •    |                     |
|       | 222 •    | • Building of 4     |
|       | 223 •    |                     |
|       | 224 •    |                     |
|       | 225 •    |                     |
|       | 226 •    | • Building of 4     |
|       | 227 •    |                     |
|       | 228 •    |                     |
| 28    | 289      | Single              |
| 27    | 290      | Single              |
| 26    | 291      | Single              |
| 25    | 292      | Single              |
| 24    | 293      | Single              |
| 23    | 294      | Single              |
| 22    | 295      | Single              |
| 21    | 296      | Single              |
| 31    | 257 •    |                     |
|       | 258 •    | • Building of 4     |
|       | 259 •    |                     |
|       | 260 •    |                     |
|       | 261 •    |                     |
|       | 262 •    | • Building of 4     |
|       | 263 •    |                     |
|       | 264 •    |                     |
| 32    | 249 •    |                     |
|       | 250 •    | • Building of 4     |
|       | 251 •    |                     |
|       | 252 •    |                     |
|       | 253 •    |                     |
|       | 254 •    | • Building of 4     |
|       | 255 •    |                     |
|       | 256 •    |                     |

W13018 #0192

|    |       |                 |
|----|-------|-----------------|
| 33 | 241 • |                 |
|    | 242 • | • Building of 4 |
|    | 243 • |                 |
|    | 244 • |                 |
|    | 245 • |                 |
|    | 246 • | • Building of 4 |
|    | 247 • |                 |
|    | 248 • |                 |
| 34 | 233 • |                 |
|    | 234 • | • Building of 4 |
|    | 235 • |                 |
|    | 236 • |                 |
|    | 237 • |                 |
|    | 238 • | • Building of 4 |
|    | 239 • |                 |
|    | 240 • |                 |
| 35 | 229 • |                 |
|    | 230 • | • Building of 4 |
|    | 231 • |                 |
|    | 232 • |                 |
| 36 | 281 • |                 |
|    | 282 • | • Building of 4 |
|    | 283 • |                 |
|    | 284 • |                 |
|    | 285 • |                 |
|    | 286 • | • Building of 4 |
|    | 287 • |                 |
|    | 288 • |                 |
| 37 | 273 • |                 |
|    | 274 • | • Building of 4 |
|    | 275 • |                 |
|    | 276 • |                 |
|    | 277 • |                 |
|    | 278 • | • Building of 4 |
|    | 279 • |                 |
|    | 280 • |                 |
| 38 | 265 • |                 |
|    | 266 • | • Building of 4 |
|    | 267 • |                 |
|    | 268 • |                 |
|    | 269 • |                 |
|    | 270 • | • Building of 4 |
|    | 271 • |                 |
|    | 272 • |                 |

OK 3616 P50193

This Fourth Amendment supersedes the specified section as noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3155, Page 619.

Section 4(b) of the Declaration, which appears on Page 7, is amended to read as follows:

(b) Maximum Number of Units. A maximum number of 202 units may be created within the convertible land.

Appendix B, Description of Unit, percentage of undivided interest in the common area, limited common area; Appendix C, Legal Description of withdrawable land; Appendix D, Legal Description of Non-Withdrawable Land, are amended to accommodate the entry of Phases, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 into the condominium.

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to the Declaration to be executed this 6th day of May, 1986.

Witness:

Brookfield Acres  
by

Sammy L. Hreer

William Korsak  
William Korsak

Carnation Homes, Inc.  
by

Richard Roper, President  
Richard Roper, President

Richard Roper  
Richard Roper

BN 3816 PEO194

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the 6th day of May, 1986, before me, the undersigned officer, personally appeared Richard Roper, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes contained therein.

  
Reginald L. Marden

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the 6th day of May, 1986, before me appeared Richard Roper, duly authorized President of Carnation Homes, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purposes contained therein.

  
Reginald L. Marden

EX-3616 PG0195



THE VILLAGES OF KESSLER FARM CONDOMINIUMS

APPENDIX B

Percentage of Unit, Percentage of Undivided Interest in the Common Area, Limited Common Area

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 1        | 1/296TH   | X   |
| 2        | 1/296TH   | X   |
| 3        | 1/296TH   | X   |
| 4        | 1/296TH   | X   |
| 5        | 1/296TH   | X   |
| 6        | 1/296TH   | X   |
| 7        | 1/296TH   | X   |
| 8        | 1/296TH   | X   |
| 9        | 1/296TH   | X   |
| 10       | 1/296TH   | X   |
| 11       | 1/296TH   | X   |
| 12       | 1/296TH   | X   |
| 13       | 1/296TH   | X   |
| 14       | 1/296TH   | X   |
| 15       | 1/296TH   | X   |
| 16       | 1/296TH   | X   |
| 17       | 1/296TH   | X   |
| 18       | 1/296TH   | X   |
| 19       | 1/296TH   | X   |
| 20       | 1/296TH   | X   |
| 21       | 1/296TH   | X   |
| 22       | 1/296TH   | X   |
| 23       | 1/296TH   | X   |
| 24       | 1/296TH   | X   |
| 25       | 1/296TH   | X   |
| 26       | 1/296TH   | X   |
| 27       | 1/296TH   | X   |
| 28       | 1/296TH   | X   |
| 29       | 1/296TH   | X   |
| 30       | 1/296TH   | X   |
| 31       | 1/296TH   | X   |
| 32       | 1/296TH   | X   |
| 33       | 1/296TH   | X   |
| 34       | 1/296TH   | X   |
| 35       | 1/296TH   | X   |
| 36       | 1/296TH   | X   |
| 37       | 1/296TH   | X   |
| 38       | 1/296TH   | X   |
| 39       | 1/296TH   | X   |
| 40       | 1/296TH   | X   |
| 41       | 1/296TH   | X   |
| 42       | 1/296TH   | X   |
| 43       | 1/296TH   | X   |
| 44       | 1/296TH   | X   |

3616 960196

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON | LIMITED COMMON AREA                |
|----------|---|------------------------------------|
|          | AREA  | OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
| 45       | 1/296TH   | X                                  |
| 46       | 1/296TH   | X                                  |
| 47       | 1/296TH   | X                                  |
| 48       | 1/296TH   | X                                  |
| 49       | 1/296TH   | X                                  |
| 50       | 1/296TH   | X                                  |
| 51       | 1/296TH   | X                                  |
| 52       | 1/296TH   | X                                  |
| 53       | 1/296TH   | X                                  |
| 54       | 1/296TH   | X                                  |
| 55       | 1/296TH   | X                                  |
| 56       | 1/296TH   | X                                  |
| 57       | 1/296TH   | X                                  |
| 58       | 1/296TH   | X                                  |
| 59       | 1/296TH   | X                                  |
| 60       | 1/296TH   | X                                  |
| 61       | 1/296TH   | X                                  |
| 62       | 1/296TH   | X                                  |
| 63       | 1/296TH   | X                                  |
| 64       | 1/296TH   | X                                  |
| 65       | 1/296TH   | X                                  |
| 66       | 1/296TH   | X                                  |
| 67       | 1/296TH   | X                                  |
| 68       | 1/296TH   | X                                  |
| 69       | 1/296TH   | X                                  |
| 70       | 1/296TH   | X                                  |
| 71       | 1/296TH   | X                                  |
| 72       | 1/296TH   | X                                  |
| 73       | 1/296TH   | X                                  |
| 74       | 1/296TH   | X                                  |
| 75       | 1/296TH   | X                                  |
| 76       | 1/296TH   | X                                  |
| 77       | 1/296TH   | X                                  |
| 78       | 1/296TH   | X                                  |
| 79       | 1/296TH   | X                                  |
| 80       | 1/296TH   | X                                  |
| 81       | 1/296TH   | X                                  |
| 82       | 1/296TH   | X                                  |
| 83       | 1/296TH   | X                                  |
| 84       | 1/296TH   | X                                  |
| 85       | 1/296TH   | X                                  |
| 86       | 1/296TH   | X                                  |
| 87       | 1/296TH   | X                                  |
| 88       | 1/296TH   | X                                  |
| 89       | 1/296TH   | X                                  |
| 90       | 1/296TH   | X                                  |
| 91       | 1/296TH   | X                                  |
| 92       | 1/296TH   | X                                  |
| 93       | 1/296TH   | X                                  |
| 94       | 1/296TH   | X                                  |
| 95       | 1/296TH   | X                                  |

BK 3616 PG 0197

| <u>UNIT NO.</u> | <u>PERCENTAGE OF UNDIVIDED<br/>INTEREST IN THE COMMON<br/>AREA</u> | <u>LIMITED COMMON AREA<br/>OUTSIDE STEPS, AND<br/>ENTRANCEWAYS</u> |
|-----------------|--|--|
| 96              | 1/296TH  | X  |
| 97              | 1/296TH  | X  |
| 98              | 1/296TH  | X  |
| 99              | 1/296TH  | X  |
| 100             | 1/296TH  | X  |
| 101             | 1/296TH  | X  |
| 102             | 1/296TH  | X  |
| 103             | 1/296TH  | X  |
| 104             | 1/296TH  | X  |
| 105             | 1/296TH  | X  |
| 106             | 1/296TH  | X  |
| 107             | 1/296TH  | X  |
| 108             | 1/296TH  | X  |
| 109             | 1/296TH  | X  |
| 110             | 1/296TH  | X  |
| 111             | 1/296TH  | X  |
| 112             | 1/296TH  | X  |
| 113             | 1/296TH  | X  |
| 114             | 1/296TH  | X  |
| 115             | 1/296TH  | X  |
| 116             | 1/296TH  | X  |
| 117             | 1/296TH  | X  |
| 118             | 1/296TH  | X  |
| 119             | 1/296TH  | X  |
| 120             | 1/296TH  | X  |
| 121             | 1/296TH  | X  |
| 122             | 1/296TH  | X  |
| 123             | 1/296TH  | X  |
| 124             | 1/296TH  | X  |
| 125             | 1/296TH  | X  |
| 126             | 1/296TH  | X  |
| 127             | 1/296TH  | X  |
| 128             | 1/296TH  | X  |
| 129             | 1/296TH  | X  |
| 130             | 1/296TH  | X  |
| 131             | 1/296TH  | X  |
| 132             | 1/296TH  | X  |
| 133             | 1/296TH  | X  |
| 134             | 1/296TH  | X  |
| 135             | 1/296TH  | X  |
| 136             | 1/296TH  | X  |
| 137             | 1/296TH  | X  |
| 138             | 1/296TH  | X  |
| 139             | 1/296TH  | X  |
| 140             | 1/296TH  | X  |
| 141             | 1/296TH  | X  |
| 142             | 1/296TH  | X  |
| 143             | 1/296TH  | X  |
| 144             | 1/296TH  | X  |
| 145             | 1/296TH  | X  |
| 146             | 1/296TH  | X  |

OK 3616 PG 0198

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 147      | 1/296TH   | X   |
| 148      | 1/296TH   | X   |
| 149      | 1/296TH   | X   |
| 150      | 1/296TH   | X   |
| 151      | 1/296TH   | X   |
| 152      | 1/296TH   | X   |
| 153      | 1/296TH   | X   |
| 154      | 1/296TH   | X   |
| 155      | 1/296TH   | X   |
| 156      | 1/296TH   | X   |
| 157      | 1/296TH   | X   |
| 158      | 1/296TH   | X   |
| 159      | 1/296TH   | X   |
| 160      | 1/296TH   | X   |
| 161      | 1/296TH   | X   |
| 162      | 1/296TH   | X   |
| 163      | 1/296TH   | X   |
| 164      | 1/296TH   | X   |
| 165      | 1/296TH   | X   |
| 166      | 1/296TH   | X   |
| 167      | 1/296TH   | X   |
| 168      | 1/296TH   | X   |
| 169      | 1/296TH   | X   |
| 170      | 1/296TH   | X   |
| 171      | 1/296TH   | X   |
| 172      | 1/296TH   | X   |
| 173      | 1/296TH   | X   |
| 174      | 1/296TH   | X   |
| 175      | 1/296TH   | X   |
| 176      | 1/296TH   | X   |
| 177      | 1/296TH   | X   |
| 178      | 1/296TH   | X   |
| 179      | 1/296TH   | X   |
| 180      | 1/296TH   | X   |
| 181      | 1/296TH   | X   |
| 182      | 1/296TH   | X   |
| 183      | 1/296TH   | X   |
| 184      | 1/296TH   | X   |
| 185      | 1/296TH   | X   |
| 186      | 1/296TH   | X   |
| 187      | 1/296TH   | X   |
| 188      | 1/296TH   | X   |
| 189      | 1/296TH   | X   |
| 190      | 1/296TH   | X   |
| 191      | 1/296TH   | X   |
| 192      | 1/296TH   | X   |
| 193      | 1/296TH   | X   |
| 194      | 1/296TH   | X   |
| 195      | 1/296TH   | X   |
| 196      | 1/296TH   | X   |

EX-3616 P60199

BK 3616 Pg. 4200

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 197      | 1/296TH   | X   |
| 198      | 1/296TH   | X   |
| 199      | 1/296TH   | X   |
| 100      | 1/296TH   | X   |
| 200      | 1/296TH   | X   |
| 201      | 1/296TH   | X   |
| 202      | 1/296TH   | X   |
| 203      | 1/296TH   | X   |
| 204      | 1/296TH   | X   |
| 205      | 1/296TH   | X   |
| 206      | 1/296TH   | X   |
| 207      | 1/296TH   | X   |
| 208      | 1/296TH   | X   |
| 209      | 1/296TH   | X   |
| 210      | 1/296TH   | X   |
| 211      | 1/296TH   | X   |
| 212      | 1/296TH   | X   |
| 213      | 1/296TH   | X   |
| 214      | 1/296TH   | X   |
| 215      | 1/296TH   | X   |
| 216      | 1/296TH   | X   |
| 217      | 1/296TH   | X   |
| 218      | 1/296TH   | X   |
| 219      | 1/296TH   | X   |
| 220      | 1/296TH   | X   |
| 221      | 1/296TH   | X   |
| 222      | 1/296TH   | X   |
| 223      | 1/296TH   | X   |
| 224      | 1/296TH   | X   |
| 225      | 1/296TH   | X   |
| 226      | 1/296TH   | X   |
| 227      | 1/296TH   | X   |
| 228      | 1/296TH   | X   |
| 229      | 1/296TH   | X   |
| 230      | 1/296TH   | X   |
| 231      | 1/296TH   | X   |
| 232      | 1/296TH   | X   |
| 233      | 1/296TH   | X   |
| 234      | 1/296TH   | X   |
| 235      | 1/296TH   | X   |
| 236      | 1/296TH   | X   |
| 237      | 1/296TH   | X   |
| 238      | 1/296TH   | X   |
| 239      | 1/296TH   | X   |
| 240      | 1/296TH   | X   |
| 241      | 1/296TH   | X   |
| 242      | 1/296TH   | X   |
| 243      | 1/296TH   | X   |
| 244      | 1/296TH   | X   |
| 245      | 1/296TH   | X   |

DK3616 P0201

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 246      | 1/296TH   | X   |
| 247      | 1/296TH   | X   |
| 248      | 1/296TH   | X   |
| 249      | 1/296TH   | X   |
| 250      | 1/296TH   | X   |
| 251      | 1/296TH   | X   |
| 252      | 1/296TH   | X   |
| 253      | 1/296TH   | X   |
| 254      | 1/296TH   | X   |
| 255      | 1/296TH   | X   |
| 256      | 1/296TH   | X   |
| 257      | 1/296TH   | X   |
| 258      | 1/296TH   | X   |
| 259      | 1/296TH   | X   |
| 260      | 1/296TH   | X   |
| 261      | 1/296TH   | X   |
| 262      | 1/296TH   | X   |
| 263      | 1/296TH   | X   |
| 264      | 1/296TH   | X   |
| 265      | 1/296TH   | X   |
| 266      | 1/296TH   | X   |
| 267      | 1/296TH   | X   |
| 268      | 1/296TH   | X   |
| 269      | 1/296TH   | X   |
| 270      | 1/296TH   | X   |
| 271      | 1/296TH   | X   |
| 272      | 1/296TH   | X   |
| 273      | 1/296TH   | X   |
| 274      | 1/296TH   | X   |
| 275      | 1/296TH   | X   |
| 276      | 1/296TH   | X   |
| 277      | 1/296TH   | X   |
| 278      | 1/296TH   | X   |
| 279      | 1/296TH   | X   |
| 280      | 1/296TH   | X   |
| 281      | 1/296TH   | X   |
| 282      | 1/296TH   | X   |
| 283      | 1/296TH   | X   |
| 284      | 1/296TH   | X   |
| 285      | 1/296TH   | X   |
| 286      | 1/296TH   | X   |
| 287      | 1/296TH   | X   |
| 288      | 1/296TH   | X   |
| 289      | 1/296TH   | X   |
| 290      | 1/296TH   | X   |
| 291      | 1/296TH   | X   |
| 292      | 1/296TH   | X   |
| 293      | 1/296TH   | X   |
| 294      | 1/296TH   | X   |
| 295      | 1/296TH   | X   |
| 296      | 1/296TH   | X   |

Order: JNKF4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 1

Beginning at a point which is the southwest corner of Phase 29; thence turning and running

- 1) N 14°17'38" W a distance of 166.72 feet; thence turning and running
- 2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running
- 3) N 59°15'00" E a distance of 279.78 feet; thence turning and running
- 4) S 30°45'00" E a distance of 120.00 feet; thence turning and running
- 5) N 64°45'00" E a distance of 277.19 feet thence
- 6) S 21°26'50" E a distance of 370.00 feet; thence
- 7) S 76°56'53" W a distance of 746.18 feet to the point of beginning.

Containing 5.766 acres.

PHASE 6

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence

- 1) S 30°55'40" E a distance of 262.00 feet; thence turning and running
- 2) S 60°45'00" W distance of 343.00 feet; thence turning and running
- 3) S 29°15'00" E a distance of 230.00 feet; thence turning and running
- 4) S 50°00'00" W a distance of 169.69 feet; thence turning and running
- 5) S 40°00'00" E a distance of 303.61 feet; thence turning and running
- 6) S 81°44'31" W a distance of 207.90 feet; thence turning and running
- 7) S 85°15'00" W a distance of 120.40 feet; thence turning and running
- 8) Northwestery by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running
- 9) Northwestery by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running
- 10) Northwestery by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running
- 11) N 22°30'00" E a distance of 145.88 feet; thence turning and running
- N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

PHASE 12

Beginning at a point on the southerly side of Tinker Road, said point being the most northerly point of the within phases; thence

- 1) Southeasterly by a curve to the left with a radius of 583.50 feet a distance of 150.78 feet; thence turning and running

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 12 CONTINUED

- 2) S 63°15'53" E a distance of 259.40 feet; thence turning and running
- 3) S 28°47'40" E a distance of 193.83 feet; thence turning and running
- 4) S 50°58'55" W a distance of 477.09 feet; thence turning and running
- 5) N 30°00'00" W a distance of 335.51 feet; thence turning and running
- 6) S 55°30'00" W a distance of 451.05 feet; thence turning and running
- 7) N 40°30'00" W a distance of 121.81 feet; thence turning and running
- 8) S 40°52'28" W a distance of 1,024.80 feet; thence turning and running
- 9) N 30°12'21" W a distance of 176.30 feet; thence turning and running
- 10) N 40°52'28" E a distance of 797.05 feet; thence turning and running
- 11) N 43°48'56" E a distance of 117.19 feet; thence turning and running
- 12) N 55°40'21" E a distance of 275.70 feet; thence turning and running
- 13) N 55°17'50" E a distance of 236.85 feet; thence turning and running
- 14) N 55°22'14" E a distance of 334.15 feet to the point of beginning.

Containing 12.075 acres.

PHASE 30 REVISED

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) N 44°58'18" E a distance of 554.01 feet; thence
- 2) N 61°54'00" E a distance of 356.79 feet; thence
- 3) N 61°54'00" E 299.21 feet to a point; thence
- 4) By a curve to the right having a radius of 405.26 feet 564.09 feet; thence
- 5) S 59°15'00" W 279.78 feet; thence
- 6) By a curve to the left having a radius of 175 feet 224.63 feet; thence
- 7) Due West 94.34 feet; thence
- 8) By a curve to the right having a radius of 619.10 feet 359.28 feet; thence
- 9) By a curve to the right having a radius of 380.00 feet 50.00 feet to the point of beginning.

Containing 8.169 acres.

PHASE 40 REVISED

Beginning at a point which is the southeast corner of the within-described phase; thence

- 1) N 44°58'15" E 554.01 feet; thence
- 2) N 61°54'00" E 656.00 feet; thence
- 3) By a curve to the left having a radius of 405.26 feet 97.26 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet 213.28 feet; thence



APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWAL LAND

PHASE 40 REVISED CONTINUED

- 5) By a curve to the left having a radius of 510.00 feet  
417.38 feet; thence  
6) S 29°28'45" W 358.50 feet; thence  
7) S 23°00'00" W 199.88 feet; thence  
8) S 73°30'00" W 427.62 feet; thence  
9) S 14°45'00" E 223.44 feet; thence  
10) S 03°45'00" W 256.27 feet; thence  
11) N 83°30'00" W 289.89 feet; thence  
12) By a curve to the left having a radius of 220.00 feet  
509.73 feet; thence  
13) By a curve to the right having a radius of 380.00 feet  
152.84 feet to the point of beginning.

Containing 13.538 acres.

PHASE 2

Beginning at a point which is the northwest corner of Phase  
2; thence

- 1) N 44°6'40" E 187.21 feet to a point; thence  
2) S 45°53'22" E 208.92 feet to a point; thence  
3) S 66°34'10" W 271.75 feet to a stone bound; thence  
4) N 23°57'49" W 46.52 feet to a point; thence  
5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

PHASE 3

Beginning at a point which is the northwest corner of the  
within described Phase 3; thence

- 1) N 64°45'00" E 86.00 feet to a point; thence  
2) S 45°53'22" E 245.00 feet; thence  
3) S 44°6'40" W 187.21 feet to a point; thence  
4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

PHASE 4

Beginning at a point which is the northwest corner of the  
within described Phase 4; thence

- 1) N 64°45'00" E 160.00 feet; thence  
2) N 59°10'50" E 65.00 feet to a point; thence  
3) S 28°35'19" E 435.82 feet to a point; thence  
4) S 66°34'10" W 90.00 feet to a point; thence  
5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.

PHASE 5

Beginning at a point which is the northwest corner of the  
within described Phase 5; thence

- 1) N 58°10'50" E 232.68 feet to a point; thence  
2) S 23°18'27" E 40.00 feet to a point; thence  
3) S 31°57'31" W 267.57 feet to a point; thence  
4) N 28°35'19" W 155.82 feet to the point of beginning.

Containing 0.793 acres.

EX. 3616 PG 0204

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
38 FERRY STREET  
NASHUA, N.H. 03081

APPENDIX D  
THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°18'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'38" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'00" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.28 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.00 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres.

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

PHASE 10

Beginning at a point which is the southerly corner of Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 13

Beginning at a point which is the southwesterly corner of the within-described phase; thence

- 1) S 30°45'00" E 120 feet; thence
- 2) N 64°45'00" E 523.19 feet; thence
- 3) N 58°10'50" E 232.68 feet; thence
- 4) N 23°18'28" W 346.89 feet; thence
- 5) S 60°41'33" W 165.64 feet; thence
- 6) S 81°44'31" W 207.90 feet; thence
- 7) S 85°15'00" W 120.40 feet; thence

8) By a curve to the right having a radius of 405.26 feet 564.09 feet to the point of beginning.

Containing 6.166 acres.

PHASE 14

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) S 83°30'00" E 289.89 feet; thence
- 2) N 03°45'00" E 256.27 feet; thence
- 3) N 14°45'00" W 223.44 feet; thence
- 4) S 73°29'00" W 120.00 feet; thence
- 5) S 61°42'26" W 174.40 feet; thence

6) By a curve to the left having a radius of 345.00 feet 40.00 feet; thence

7) By a curve to the right having a radius of 280.00 feet 149.05 feet; thence

- 8) S 06°30'00" W 140 feet to the point of beginning.

Containing 2.695 acres.

PHASE 16

Beginning at a point which is the southwest corner of the within described Phase; thence

- 1) S 64°38'25" E 95.73 feet; thence
- 2) N 29°28'44" E 358.49 feet; thence

3) By a curve to the left having a radius of 510 feet, a distance of 140.03 feet; thence

- 4) S 22°30'00" W 362 feet to the point of beginning.

Containing .9814 acres.

PHASE 17

Beginning at a point which is the southeast corner of the within described Phase; thence

- 1) N 43°52'58" E 100.66 feet; thence
- 2) N 22°30'00" E 362.00 feet; thence

3) By a curve to the left having a radius of 510 feet, 105.73 feet; thence

4) By a curve to the left having a radius of 255 feet, 278.16 feet; thence

- 5) S 34°45'00" W 90.00 feet; thence
- 6) S 55°15'00" E 60.00 feet; thence
- 7) S 34°40'00" E 137.00 feet; thence

- 8) S 30°24'00" E 119.00 feet to the point of beginning.

Containing 2.1367 acres.

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
39 PERRY STREET  
HUDSON, N.H. 03051

3616 00206

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 18

Beginning at a point which is the northwesterly corner of the within described phase, thence;

- 1) N 76°29'43" E 16.90 feet; thence
- 2) N 43°52'58" E 100.66 feet; thence
- 3) S 64°38'25" E 95.73 feet; thence
- 4) S 23°00'00" W 199.88 feet; thence
- 5) S 73°29'00" W 41.62 feet; thence
- 6) N 18°50'39" W 169.40 feet; thence

Containing .5198 acres.

PHASE 19

Beginning at the southern most corner of the within described phase; thence

- 1) N 76°15'00" E 171.00 feet; thence
- 2) N 37°00'00" E 120.00 feet; thence
- 3) N 76°29'43" E 16.91 feet; thence
- 4) N 30°24'00" W 119.00 feet; thence
- 5) N 34°40'00" W 137.00 feet; thence
- 6) N 55°15'00" W 60.00 feet; thence
- 7) By a curve to the right having a radius of 270.00 feet, 177.90 feet; thence
- 8) By a curve to the left having a radius of 530.00 feet, 86.18 feet; thence
- 9) S 34°5'58" E 266.95 feet; thence
- 10) S 05°56'00" E 33.00 feet to the point of beginning.

Containing 2.002 acres.

PHASE 20

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 05°56'00" W 108.00 feet; thence
- 2) N 70°15'00" E 171.00 feet; thence
- 3) N 37°00'00" E 120.00 feet; thence
- 4) S 18°50'39.5" E 169.40 feet; thence
- 5) S 73°29'00" W 294.00 feet to the point of beginning.

Containing .7335 acres.

PHASE 28

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 65°52'40" E 183.17 feet; thence
- 2) S 06°50'06" E 110.00 feet; thence
- 3) S 58°37'53" W 87.44 feet; thence
- 4) S 89°18'34" W 89.89 feet; thence
- 5) By a curve to the left having a radius of 195.00 feet, 83.10 feet to the point of beginning.

Containing .4226 acres.

BK 3616 PG 0207

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 27

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 58°11'24" W 172.78 feet; thence
- 2) S 53°02'00" W 125.00 feet; thence
- 3) By a corner to the right having a radius of 195.00 feet, 122.59 feet; thence
- 4) N 65°52'40" W 183.17 feet to the point of beginning.

Containing .4558 acres.

PHASE 26

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) S 88°30'00" W 26.00 feet; thence
- 3) S 57°30'00" W 121.00 feet; thence
- 4) S 58°11'24" E 172.78 feet to the point of beginning.

Containing .2632 acres.

PHASE 25

Beginning at a point which is the most southerly point of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) N 88°30'00" E 58.00 feet; thence
- 3) N 84°00'00" E 106.00 feet; thence
- 4) S 44°29'44" W 206.35 feet to the point of beginning.

Containing .3012 acres.

PHASE 24

Beginning at a point which is the southerly point of the within described Phase; thence

- 1) N 85°07'31" E 216.17 feet; thence
- 2) N 28°47'00" W 147.00 feet; thence
- 3) S 44°29'24" W 206.35 feet to the point of beginning.

Containing .3335 acres.

PHASE 23

Beginning at a point which is the most northerly point of the within described Phase; thence

- 1) S 85°07'31" W 216.17 feet; thence
- 2) S 06°50'06" E 100.00 feet; thence
- 3) N 58°37'53" E 32.56 feet; thence
- 4) N 74°17'36" E 61.22 feet; thence
- 5) N 84°40'00" E 105.00 feet; thence
- 6) N 65°18'00" E 44.00 feet; thence
- 7) N 23°43'00" W 72.00 feet to the point of beginning.

Containing .4521 acres.

EX 3616 PG0208

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
28 PERRY STREET  
HUDSON, NH 03051

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 22

Beginning at a point which is the most southerly point of the within described Phase; thence

- 1) N 64°37'9" E 224.06 feet; thence
- 2) N 20°41'57" W 106.92 feet; thence
- 3) S 65°18'00" W 44.00 feet; thence
- 4) S 84°40'00" W 105.00 feet; thence
- 5) S 74°17'30" W 61.22 feet; thence
- 6) S 58°37'53" W 32.56 feet; thence
- 7) S 26°22'06" E 150.00 feet to the point of beginning.

Containing .6942 acres.

PHASE 21

Beginning at a point which is the most southwesterly point of the within described Phase; thence

- 1) N 22°30'00" E 145.88 feet; thence
- 2) By a curve to the left having a radius of 195.00 feet, 72.43 feet; thence
- 3) N 89°18'34" E 89.89 feet; thence
- 4) N 58°37'53" E 87.44 feet; thence
- 5) S 26°22'06" E 150.00 feet; thence
- 6) S 64°37'08" W 65.94 feet; thence
- 7) S 82°24'00" W 149.82 feet; thence
- 8) S 22°30'00" W 100.00 feet; thence
- 9) By a curve to the right having a radius of 510.00 feet, 60.00 feet to the point of beginning.

Containing .8218 acres.

PHASE 31 (formerly a portion of Phase 15)

Beginning at a point which is the most northwesterly point of the within described Phase; thence

- 1) N 61°35'60" E 328.84 feet; thence
- 2) S 30°55'40" E 451.62 feet; thence
- 3) N 27°40'00" W 424.26 feet; thence
- 4) S 61°59'59" W 53.66 feet; thence
- 5) N 28°00'00" 147.00 feet to the point of beginning.

Containing 2.111 acres.

PHASE 32 (formerly a portion of Phase 15)

Beginning at a point which is the most easterly point of the within-described Phase; thence

- 1) N 30°55'40" W 83.00 feet; thence
- 2) N 72°40'00" W 424.26 feet; thence
- 3) S 61°59'60" W 53.66 feet; thence
- 4) S 28°00'00" E 133.00 feet; thence
- 5) S 48°24'37" W 49.00 feet; thence
- 6) S 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.505 acres.

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 33 (formerly a portion of Phase 15)

Beginning at the most easterly point of the within-described Phase; thence

- 1) S 68°39'58" W 287.18 feet; thence
- 2) S 23°18'27" E 165.47 feet; thence
- 3) S 66°41'33" W 165.64 feet; thence
- 4) N 41°14'37" W 337.51 feet; thence
- 5) N 48°24'37" E 131.00 feet; thence
- 6) N 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.8106 acres.

PHASE 34

Beginning at the most northwesterly point of the within-described Phase; thence

- 1) N 52°57'01" E 232.90 feet; thence
- 2) S 41°14'37" E 337.51 feet; thence
- 3) S 81°44'31" W 207.90 feet; thence
- 4) S 85°14'60" W 120.40 feet; thence
- 5) By a curve to the left having a radius of 405.26 feet, 97.26 feet; thence
- 6) By a curve to the right having a radius of 470.00 feet, 77.25 feet to the point of beginning.

Containing 1.5226 acres.

PHASE 35

Beginning at a point which is the most Northerly point of the within-described Phase; thence

- 1) S 28°00'00" E 280.00 feet; thence
- 2) S 48°24'37" W 180.00 feet; thence
- 3) S 52°57'01" W 232.90 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet, 136.03 feet; thence
- 5) By a curve to the left having a radius of 510.00 feet, 155.33 feet; thence
- 6) N 59°43'45" E 42.23 feet; thence
- 7) By a curve to the left having a radius of 115.00 feet, 180.64 feet; thence
- 8) By a curve to the right having a radius of 115.00 feet, 286.05 feet; thence
- 9) N 21°01'30" E 43.26 feet; thence
- 10) N 61°36'00" E 72.00 feet to the point of beginning.

Containing 1.6678 acres.

PHASE 36

Beginning at a point which is the most northwesterly point of the within-described Phase; thence

- 1) N 69°52'04" E 278.27 feet; thence
- 2) N 72°48'03" E 60.00 feet; thence
- 3) S 23°22'42" E 370.92 feet; thence
- 4) S 22°30'00" W 138.60 feet; thence
- 5) S 19°53'00" E 177.00 feet; thence

WK 3616 P0210

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
28 FERRY STREET  
HUDSON, N.H. 03051

Order: JNKF4FSRZ  
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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 36 CONTINUED

- 6) S 59°20'00" W 160.00 feet; thence
- 7) N 29°04'27" W 690.00 feet to the point of beginning.

Containing 4.0794 Acres.

PHASE 37

Beginning at a point which point is the most northerly point  
of the within-described Phase; thence

- 1) S 74°10'00" E 133.12 feet; thence
- 2) S 22°37'00" E 162.00 feet; thence
- 3) S 59°20'00" W 213.00 feet; thence
- 4) N 19°52'59" W 177.00 feet; thence
- 5) N 22°30'00" E 138.60 feet to the point of beginning.

Containing 1.0119 acres.

PHASE 38

Beginning at a point which is the most northwesterly point  
of the within-described Phase; thence

- 1) N 72°48'03" E 276.60 feet; thence
- 2) S 23°50'00" E 390.72 feet; thence
- 3) S 30°10'00" E 113.00 feet; thence
- 4) N 90°00'00" E 302.30 feet; thence
- 5) By a curve to the right having a radius of 405.00 feet,  
101.58 feet; thence
- 6) S 84°46'12" W 417.41 feet; thence
- 7) S 59°20'00" W 27.00 feet; thence
- 8) N 22°37'00" W 162.00 feet; thence
- 9) N 74°10'00" W 133.12 feet; thence
- 10) N 23°22'41" W 370.92 feet to the point of beginning.

Containing 4.1862 acres.

0013816 000211



Corrective Amendment to

*Fourth Amendment to  
the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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787407

CORRECTIVE AMENDMENT  
TO FOURTH AMENDMENT  
TO DECLARATION OF THE  
VILLAGES AT KESSLER FARM CONDOMINIUM

BK-4546 Pg 0064

Brookfield Acres, A New Hampshire Partnership with a place of business at Charron Avenue, Nashua, Hillsborough County, New Hampshire, Richard Roper, of Andover, Essex County, Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a principal place of business at Kessler Farm Drive, Nashua, Hillsborough County, New Hampshire, do hereby make this corrective Amendment to the Fourth Amendment of the Declaration of The Villages at Kessler Farms, (formerly The Somerset at Nashua Condominium), which was recorded at Book 3616 Page 190 of the Hillsborough County Registry of Deeds.

This corrective Amendment is hereby made to correct Appendix C, Legal description of withdrawable land of said Fourth Amendment, which was omitted due to a scrivener's error. The corrected Appendix C attached is hereby incorporated into said Fourth Amendment.

Executed this 10<sup>th</sup> day of December 1987.

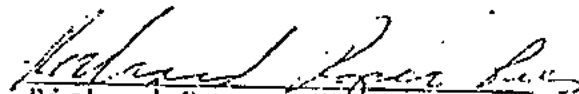
Brookfield Acres


by

  
William Korsak  
Sole General Partner

Carnation Homes, Inc.

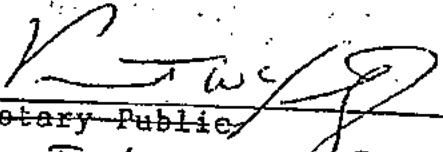
by

  
Richard Roper, President

  
Richard Roper

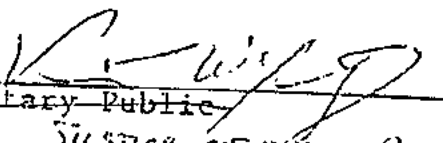
STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 10<sup>th</sup> day of December  
1987, Richard Roper, known to me, or satisfactorily proven  
and acknowledged the foregoing for the purposes therein  
contained.

  
~~Notary Public~~  
Justice of the Peace

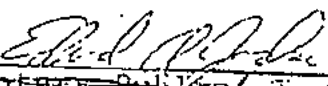
STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 10<sup>th</sup> day of December  
1987, Richard Roper, President of Carnation Homes, Inc.,  
being duly authorized to act on behalf of said corporation  
known to me, or satisfactorily proven, and acknowledged the  
foregoing for the purposes therein contained.

  
~~Notary Public~~  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 9<sup>th</sup> day of December,  
1987, William Korsak, sole general partner of Brookfield  
Acres, being duly authorized to act on behalf of said  
limited partnership, known to me or satisfactorily proven,  
and acknowledged the foregoing for the purposes therein  
contained.

  
~~Notary Public~~ Justice of the Peace

APPENDIX C  
THE SOMERSET AT NASHUA CONDOMINIUM  
LEGAL DESCRIPTION OF WITHDRAWABLE LAND

PHASE 11

Beginning at a point on the westerly corner of the within described Phase 11; thence

- 1) N 72°48'03" E 905.96 feet to a point; thence
- 2) N 29°22'59" W 908.87 feet to a stone bound; thence
- 3) Continuing along the same direction along a stone wall 63.26 feet to a drill hole; thence
- 4) N 30°12'21" W 27.66 feet to a point; thence
- 5) N 40°52'28" E 1,024.80 feet to a point; thence
- 6) S 40°30'00" E 121.81 feet to a point; thence
- 7) N 55°30'00" E 451.05 feet to a point; thence
- 8) S 30°00'00" E 335.51 feet to a stone wall; thence
- 9) S 50°58'55" W along said stone wall 248.33 feet to a drill hole; thence
- 10) S 30°19'50" E 81.26 feet to a point; thence
- 11) S 30°39'40" E 698.89 feet to a hub; thence
- 12) S 30°22'43" E 301.94 feet to a stone bound in stones; thence
- 13) S 30°55'40" E 285.23 feet to a point; thence
- 14) S 75°30'46" W 278.21 feet to a point; thence
- 15) N 20°41'57" W 106.92 feet to a point; thence
- 16) N 23°43'00" W 72.00 feet to a point; thence
- 17) N 28°47'00" W 147.00 feet to a point; thence
- 18) N 84°00'00" W 106.00 feet to a point; thence
- 19) N 88°30'00" W 84.00 feet to a point; thence
- 20) S 57°30'00" W 121.00 feet to a point; thence
- 21) S 53°02'00" W 125.00 feet to a point; thence
- 22) By a curve to the right having a radius of 195.00 feet a distance of 278.23 feet to a point; thence
- 23) S 22°30'00" W 145.88 feet to a point; thence
- 24) By a curve to the left having a radius of 510.00 feet a distance of 105.73 feet to a point; thence
- 25) By a curve to the left having a radius of 255.00 feet a distance of 278.16 feet to a point; thence
- 26) S 34°45'00" W 90.00 feet to a point; thence
- 27) By a curve to the right having a radius of 270.00 feet a distance of 177.89 feet to a point; thence
- 28) By a curve to the left having a radius of 530.00 feet a distance of 86.18 feet to a point; thence
- 29) S 34°05'59" E 266.95 feet to a point; thence
- 30) S 05°56'00" E 141.00 feet to a point; thence
- 31) S 73°30'00" W 212.00 feet to a point; thence
- 32) S 61°42'26" W 174.40 feet to a point; thence
- 33) S 72°38'35" W 60.00 feet to a point; thence
- 34) By a curve to the right having a radius of 405.00 feet a distance of 192.46 feet to a point; thence
- 35) Due West 302.30 feet to a point; thence
- 36) N 30°10'00" W 113.00 feet to a point; thence
- 37) N 23°50'00" W 390.72 feet to a point of beginning

Containing 53.092 Acres

814546 660066

Order: JNKF4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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APPENDIX C

PHASE 11-A

Beginning at a point at the southwesterly corner  
of the within described Phase 11-A; thence

- 1) N 19°05'38" W 89.91 feet to a hub; thence
- 2) N 20°39'09" W 353.01 feet to a stone bound; thence
- 3) N 16°05'08" W 13.25 feet to a hub in stones; thence
- 4) N 29°04'27" W 403.01 feet to a point; thence
- 5) N 39°20'00" E 400.00 feet to a point; thence
- 6) N 84°46'12" E 417.41 feet to a point; thence
- 7) Southerly by a curve to the left having a radius  
of 90.98 feet to a point; thence
- 8) N 72°38'35" E 60.00 feet to a point; thence
- 9) Southerly by a curve to the right having a radius  
of 345.00 feet a distance of 40.00 feet to a point; thence
- 10) Southerly by a curve to the right having a radius  
of 280.00 feet a distance of 149.05 feet to a point; thence
- 11) S 06°30'00" W 140.00 feet to a point; thence
- 12) Southerly by a curve to the left having a radius  
of 220.00 feet a distance of 178.55 feet to a point; thence
- 13) S 50°00'00" W 719.93 feet to the point of beginning.

Containing 12.821 Acres

814546 160067

Order: JNKF4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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# *Fifth Amendment to the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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BK 4366 Pg 256

FIFTH AMENDMENT

TO

DECLARATION OF  
THE VILLAGES AT KESSLER FARM CONDOMINIUM  
formerly known as  
SOMERSET AT NASHUA CONDOMINIUM  
Nashua, New Hampshire

DECLARATION  
recorded  
Hillsborough County Registry of Deeds  
May 17, 1984  
Book 3159, Page 618

FIRST AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
Book 3211, Page 789

SECOND AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
June 6, 1985  
Book 3321, Page 724

THIRD AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
July 24, 1985  
Book 3394, Page 69

FOURTH AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
August 25, 1986  
Book 3616, Page 190

Order: JNKF4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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AMENDMENT

Brookfield Acres, a New Hampshire Partnership with a place of business at Charron Avenue, Nashua, Hillsborough County, New Hampshire, Richard Roper, of Andover, Essex County, Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a principal place of business at Kessler Farm Drive, Nashua, Hillsborough County, New Hampshire, do hereby declare this Fifth Amendment to the Declaration of The Villages at Kessler Farm, (formerly The Somerset at Nashua Condominium).

This Amendment is made to revise the phase boundaries of Phases 11, 22, 23, and to accomodate the entry of phases 41-49 into the Condominium. This Amendment is also to expand the Villages at Kessler Farm Condominium from two hundred ninety six (296) units to three hundred fifty (350) units. All of the 54 new units approved as a part of the Condominium will be in buildings containing six dwelling units each as follows:

| <u>Phase</u> | <u>Unit No.</u> | <u>Building Type</u> |
|--------------|-----------------|----------------------|
| 41           | 297             | 6 Unit Building      |
|              | 298             | 6 Unit Building      |
|              | 299             | 6 Unit Building      |
|              | 300             | 6 Unit Building      |
|              | 301             | 6 Unit Building      |
|              | 302             | 6 Unit Building      |
| 42           | 303             | 6 Unit Building      |
|              | 304             | 6 Unit Building      |
|              | 305             | 6 Unit Building      |



43

306 6 Unit Building  
307 6 Unit Building  
308 6 Unit Building  
309 6 Unit Building  
310 6 Unit Building  
311 6 Unit Building

44

312 6 Unit Building  
313 6 Unit Building  
314 6 Unit Building  
315 6 Unit Building  
316 6 Unit Building  
317 6 Unit Building  
318 6 Unit Building  
319 6 Unit Building

45

320 6 Unit Building  
321 6 Unit Building  
322 6 Unit Building  
323 6 Unit Building  
324 6 Unit Building  
325 6 Unit Building  
326 6 Unit Building

46

327 6 Unit Building  
328 6 Unit Building  
329 6 Unit Building  
330 6 Unit Building  
331 6 Unit Building

47

332 6 Unit Building  
333 6 Unit Building  
334 6 Unit Building

|    |     |                 |
|----|-----|-----------------|
| 48 | 336 | 6 Unit Building |
|    | 337 | 6 Unit Building |
|    | 338 | 6 Unit Building |
|    | 339 | 6 Unit Building |
|    | 340 | 6 Unit Building |
|    | 341 | 6 Unit Building |
|    | 342 | 6 Unit Building |
|    | 343 | 6 Unit Building |
|    | 344 | 6 Unit Building |
| 49 | 345 | 6 Unit Building |
|    | 346 | 6 Unit Building |
|    | 347 | 6 Unit Building |
|    | 348 | 6 Unit Building |
|    | 349 | 6 Unit Building |
|    | 350 | 6 Unit Building |

This Fifth Amendment supercedes the specified section as noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3159, Page 618, as amended.

Section 4(b) of the Declaration, which appears on Page 7, is amended to read as follows:

- (b) Maximum Number of Units: A maximum number of 148 Units may be created within the convertible land.

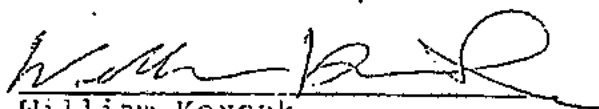
Appendix B, Description of Unit, percentage of undivided interest in the common area, limited common area; Appendix C, Legal Description of withdrawable land; Appendix D, Legal Description of non-withdrawable land; are amended to revise the

phase boundaries for Phases 11, 22 and 23, and to, accommodate the entry of Phases 41-49 into the Condominium.

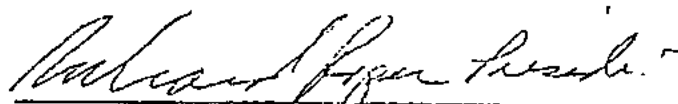
IN WITNESS WHEREOF, the undersigned have caused this Fifth Amendment to the Declaration to be executed this 19<sup>th</sup> day of May, 1987.

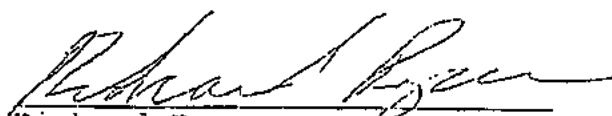
WITNESS:

BROOKFIELD ACRES  
BY:

  
William Korsak  
Sole General Partner

CARNATION HOMES, INC.  
BY:

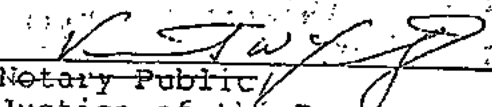
  
Richard Roper, President

  
Richard Roper

Re 4360 Pg 0260

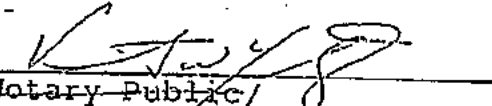
STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 19<sup>th</sup> day of May, 1987, Richard Roper, known to me, or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public/  
Justice of the Peace

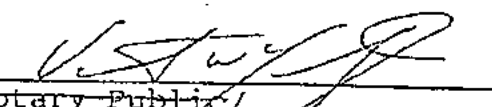
STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 19<sup>th</sup> day of May, 1987, Richard Roper, President of Carnation Homes, Inc., being duly authorized to act on behalf of said corporation, known to me, or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public/  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 19<sup>th</sup> day of May, 1987, William Korsak, sole general partner of Brookfield Acres, being duly authorized to act on behalf of said limited partnership, known to me or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public/  
Justice of the Peace

# THE VILLAGES OF KESSLER FARM CONDOMINIUMS

## APPENDIX B

Percentage of Unit, Percentage of Undivided Interest in the Common Area,  
Limited Common Area.

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 1.       | 1/350TH   | X   |
| 2.       | 1/350TH   | X   |
| 3.       | 1/350TH   | X   |
| 4.       | 1/350TH   | X   |
| 5.       | 1/350TH   | X   |
| 6.       | 1/350TH   | X   |
| 7.       | 1/350TH   | X   |
| 8.       | 1/350TH   | X   |
| 9.       | 1/350TH   | X   |
| 10.      | 1/350TH   | X   |
| 11.      | 1/350TH   | X   |
| 12.      | 1/350TH   | X   |
| 13.      | 1/350TH   | X   |
| 14.      | 1/350TH   | X   |
| 15.      | 1/350TH   | X   |
| 16.      | 1/350TH   | X   |
| 17.      | 1/350TH   | X   |
| 18.      | 1/350TH   | X   |
| 19.      | 1/350TH   | X   |
| 20.      | 1/350TH   | X   |
| 21.      | 1/350TH   | X   |
| 22.      | 1/350TH   | X   |
| 23.      | 1/350TH   | X   |
| 24.      | 1/350TH   | X   |
| 25.      | 1/350TH   | X   |
| 26.      | 1/350TH   | X   |
| 27.      | 1/350TH   | X   |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 28.      | 1/350TH   | X   |
| 29.      | 1/350TH   | X   |
| 30.      | 1/350TH   | X   |
| 31.      | 1/350TH   | X   |
| 32.      | 1/350TH   | X   |
| 33.      | 1/350TH   | X   |
| 34.      | 1/350TH   | X   |
| 35.      | 1/350TH   | X   |
| 36.      | 1/350TH   | X   |
| 37.      | 1/350TH   | X   |
| 38.      | 1/350TH   | X   |
| 39.      | 1/350TH   | X   |
| 40.      | 1/350TH   | X   |
| 41.      | 1/350TH   | X   |
| 42.      | 1/350TH   | X   |
| 43.      | 1/350TH   | X   |
| 44.      | 1/350TH   | X   |
| 45.      | 1/350TH   | X   |
| 46.      | 1/350TH   | X   |
| 47.      | 1/350TH   | X   |
| 48.      | 1/350TH   | X   |
| 49.      | 1/350TH   | X   |
| 50.      | 1/350TH   | X   |
| 51.      | 1/350TH   | X   |
| 52.      | 1/350TH   | X   |
| 53.      | 1/350TH   | X   |
| 54.      | 1/350TH   | X   |
| 55.      | 1/350TH   | X   |
| 56.      | 1/350TH   | X   |
| 57.      | 1/350TH   | X   |
| 58.      | 1/350TH   | X   |
| 59.      | 1/350TH   | X   |
| 60.      | 1/350TH   | X   |
| 61.      | 1/350TH   | X   |
| 62.      | 1/350TH   | X   |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
|----------|---|---|

|     |         |   |
|-----|---------|---|
| 63. | 1/350TH | X |
| 64. | 1/350TH | X |
| 65. | 1/350TH | X |
| 66. | 1/350TH | X |
| 67. | 1/350TH | X |
| 68. | 1/350TH | X |
| 69. | 1/350TH | X |
| 70. | 1/350TH | X |
| 71. | 1/350TH | X |
| 72. | 1/350TH | X |
| 73. | 1/350TH | X |
| 74. | 1/350TH | X |
| 75. | 1/350TH | X |
| 76. | 1/350TH | X |
| 77. | 1/350TH | X |
| 78. | 1/350TH | X |
| 79. | 1/350TH | X |
| 80. | 1/350TH | X |
| 81. | 1/350TH | X |
| 82. | 1/350TH | X |
| 83. | 1/350TH | X |
| 84. | 1/350TH | X |
| 85. | 1/350TH | X |
| 86. | 1/350TH | X |
| 87. | 1/350TH | X |
| 88. | 1/350TH | X |
| 89. | 1/350TH | X |
| 90. | 1/350TH | X |
| 91. | 1/350TH | X |
| 92. | 1/350TH | X |
| 93. | 1/350TH | X |
| 94. | 1/350TH | X |
| 95. | 1/350TH | X |
| 96. | 1/350TH | X |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 97.      | 1/350TH   | X   |
| 98.      | 1/350TH   | X   |
| 99.      | 1/350TH   | X   |
| 100.     | 1/350TH   | X   |
| 101.     | 1/350TH   | X   |
| 102.     | 1/350TH   | X   |
| 103.     | 1/350TH   | X   |
| 104.     | 1/350TH   | X   |
| 105.     | 1/350TH   | X   |
| 106.     | 1/350TH   | X   |
| 107.     | 1/350TH   | X   |
| 108.     | 1/350TH   | X   |
| 109.     | 1/350TH   | X   |
| 110.     | 1/350TH   | X   |
| 111.     | 1/350TH   | X   |
| 112.     | 1/350TH   | X   |
| 113.     | 1/350TH   | X   |
| 114.     | 1/350TH   | X   |
| 115.     | 1/350TH   | X   |
| 116.     | 1/350TH   | X   |
| 117.     | 1/350TH   | X   |
| 118.     | 1/350TH   | X   |
| 119.     | 1/350TH   | X   |
| 120.     | 1/350TH   | X   |
| 121.     | 1/350TH   | X   |
| 122.     | 1/350TH   | X   |
| 123.     | 1/350TH   | X   |
| 124.     | 1/350TH   | X   |
| 125.     | 1/350TH   | X   |
| 126.     | 1/350TH   | X   |
| 127.     | 1/350TH   | X   |
| 128.     | 1/350TH   | X   |
| 129.     | 1/350TH   | X   |
| 130.     | 1/350TH   | X   |



| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 131.     | 1/350TH   | X   |
| 132.     | 1/350TH   | X   |
| 133.     | 1/350TH   | X   |
| 134.     | 1/350TH   | X   |
| 135.     | 1/350TH   | X   |
| 136.     | 1/350TH   | X   |
| 137.     | 1/350TH   | X   |
| 138.     | 1/350TH   | X   |
| 139.     | 1/350TH   | X   |
| 140.     | 1/350TH   | X   |
| 141.     | 1/350TH   | X   |
| 142.     | 1/350TH   | X   |
| 143.     | 1/350TH   | X   |
| 144.     | 1/350TH   | X   |
| 145.     | 1/350TH   | X   |
| 146.     | 1/350TH   | X   |
| 147.     | 1/350TH   | X   |
| 148.     | 1/350TH   | X   |
| 149.     | 1/350TH   | X   |
| 150.     | 1/350TH   | X   |
| 151.     | 1/350TH   | X   |
| 152.     | 1/350TH   | X   |
| 153.     | 1/350TH   | X   |
| 154.     | 1/350TH   | X   |
| 155.     | 1/350TH   | X   |
| 156.     | 1/350TH   | X   |
| 157.     | 1/350TH   | X   |
| 158.     | 1/350TH   | X   |
| 159.     | 1/350TH   | X   |
| 160.     | 1/350TH   | X   |
| 161.     | 1/350TH   | X   |
| 162.     | 1/350TH   | X   |
| 163.     | 1/350TH   | X   |

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UNIT NO. PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREA LIMITED COMMON AREA OUTSIDE STEPS, AND ENTRANCEWAYS

|      |         |   |
|------|---------|---|
| 164. | 1/350TH | X |
| 165. | 1/350TH | X |
| 166. | 1/350TH | X |
| 167. | 1/350TH | X |
| 168. | 1/350TH | X |
| 169. | 1/350TH | X |
| 170. | 1/350TH | X |
| 171. | 1/350TH | X |
| 172. | 1/350TH | X |
| 173. | 1/350TH | X |
| 174. | 1/350TH | X |
| 175. | 1/350TH | X |
| 176. | 1/350TH | X |
| 177. | 1/350TH | X |
| 178. | 1/350TH | X |
| 179. | 1/350TH | X |
| 180. | 1/350TH | X |
| 181. | 1/350TH | X |
| 182. | 1/350TH | X |
| 183. | 1/350TH | X |
| 184. | 1/350TH | X |
| 185. | 1/350TH | X |
| 186. | 1/350TH | X |
| 187. | 1/350TH | X |
| 188. | 1/350TH | X |
| 189. | 1/350TH | X |
| 190. | 1/350TH | X |
| 191. | 1/350TH | X |
| 192. | 1/350TH | X |
| 193. | 1/350TH | X |
| 194. | 1/350TH | X |
| 195. | 1/350TH | X |
| 196. | 1/350TH | X |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
|----------|---|---|

|      |         |   |
|------|---------|---|
| 197. | 1/350TH | X |
| 198. | 1/350TH | X |
| 199. | 1/350TH | X |
| 200. | 1/350TH | X |
| 201. | 1/350TH | X |
| 202. | 1/350TH | X |
| 203. | 1/350TH | X |
| 204. | 1/350TH | X |
| 205. | 1/350TH | X |
| 206. | 1/350TH | X |
| 207. | 1/350TH | X |
| 208. | 1/350TH | X |
| 209. | 1/350TH | X |
| 210. | 1/350TH | X |
| 211. | 1/350TH | X |
| 212. | 1/350TH | X |
| 213. | 1/350TH | X |
| 214. | 1/350TH | X |
| 215. | 1/350TH | X |
| 216. | 1/350TH | X |
| 217. | 1/350TH | X |
| 218. | 1/350TH | X |
| 219. | 1/350TH | X |
| 220. | 1/350TH | X |
| 221. | 1/350TH | X |
| 222. | 1/350TH | X |
| 223. | 1/350TH | X |
| 224. | 1/350TH | X |
| 225. | 1/350TH | X |
| 226. | 1/350TH | X |
| 227. | 1/350TH | X |
| 228. | 1/350TH | X |
| 229. | 1/350TH | X |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 230.     | 1/350TH   | X   |
| 231.     | 1/350TH   | X   |
| 232.     | 1/350TH   | X   |
| 233.     | 1/350TH   | X   |
| 234.     | 1/350TH   | X   |
| 235.     | 1/350TH   | X   |
| 236.     | 1/350TH   | X   |
| 237.     | 1/350TH   | X   |
| 238.     | 1/350TH   | X   |
| 239.     | 1/350TH   | X   |
| 240.     | 1/350TH   | X   |
| 241.     | 1/350TH   | X   |
| 242.     | 1/350TH   | X   |
| 243.     | 1/350TH   | X   |
| 244.     | 1/350TH   | X   |
| 245.     | 1/350TH   | X   |
| 246.     | 1/350TH   | X   |
| 247.     | 1/350TH   | X   |
| 248.     | 1/350TH   | X   |
| 249.     | 1/350TH   | X   |
| 250.     | 1/350TH   | X   |
| 251.     | 1/350TH   | X   |
| 252.     | 1/350TH   | X   |
| 253.     | 1/350TH   | X   |
| 254.     | 1/350TH   | X   |
| 255.     | 1/350TH   | X   |
| 256.     | 1/350TH   | X   |
| 257.     | 1/350TH   | X   |
| 258.     | 1/350TH   | X   |
| 259.     | 1/350TH   | X   |
| 260.     | 1/350TH   | X   |
| 261.     | 1/350TH   | X   |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 262.     | 1/350TH   | X   |
| 263.     | 1/350TH   | X   |
| 264.     | 1/350TH   | X   |
| 265.     | 1/350TH   | X   |
| 266.     | 1/350TH   | X   |
| 267.     | 1/350TH   | X   |
| 268.     | 1/350TH   | X   |
| 269.     | 1/350TH   | X   |
| 270.     | 1/350TH   | X   |
| 271.     | 1/350TH   | X   |
| 272.     | 1/350TH   | X   |
| 273.     | 1/350TH   | X   |
| 274.     | 1/350TH   | X   |
| 275.     | 1/350TH   | X   |
| 276.     | 1/350TH   | X   |
| 277.     | 1/350TH   | X   |
| 278.     | 1/350TH   | X   |
| 279.     | 1/350TH   | X   |
| 280.     | 1/350TH   | X   |
| 281.     | 1/350TH   | X   |
| 282.     | 1/350TH   | X   |
| 283.     | 1/350TH   | X   |
| 284.     | 1/350TH   | X   |
| 285.     | 1/350TH   | X   |
| 286.     | 1/350TH   | X   |
| 287.     | 1/350TH   | X   |
| 288.     | 1/350TH   | X   |
| 289.     | 1/350TH   | X   |
| 290.     | 1/350TH   | X   |
| 291.     | 1/350TH   | X   |
| 292.     | 1/350TH   | X   |
| 293.     | 1/350TH   | X   |
| 294.     | 1/350TH   | X   |
| 295.     | 1/350TH   | X   |

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| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 296.     | 1/350TH   | X   |
| 297.     | 1/350TH   | X   |
| 298.     | 1/350TH   | X   |
| 299.     | 1/350TH   | X   |
| 300.     | 1/350TH   | X   |
| 301.     | 1/350TH   | X   |
| 302.     | 1/350TH   | X   |
| 303.     | 1/350TH   | X   |
| 304.     | 1/350TH   | X   |
| 305.     | 1/350TH   | X   |
| 306.     | 1/350TH   | X   |
| 307.     | 1/350TH   | X   |
| 308.     | 1/350TH   | X   |
| 309.     | 1/350TH   | X   |
| 310.     | 1/350TH   | X   |
| 311.     | 1/350TH   | X   |
| 312.     | 1/350TH   | X   |
| 313.     | 1/350TH   | X   |
| 314.     | 1/350TH   | X   |
| 315.     | 1/350TH   | X   |
| 316.     | 1/350TH   | X   |
| 317.     | 1/350TH   | X   |
| 318.     | 1/350TH   | X   |
| 319.     | 1/350TH   | X   |
| 320.     | 1/350TH   | X   |
| 321.     | 1/350TH   | X   |
| 322.     | 1/350TH   | X   |
| 323.     | 1/350TH   | X   |
| 324.     | 1/350TH   | X   |
| 325.     | 1/350TH   | X   |
| 326.     | 1/350TH   | X   |
| 327.     | 1/350TH   | X   |
| 328.     | 1/350TH   | X   |
| 329.     | 1/350TH   | X   |

| UNIT NO. | PERCENTAGE OF UNDIVIDED<br>INTEREST IN THE COMMON<br>AREA | LIMITED COMMON AREA<br>OUTSIDE STEPS, AND<br>ENTRANCEWAYS |
|----------|---|---|
| 330.     | 1/350TH   | X   |
| 331.     | 1/350TH   | X   |
| 332.     | 1/350TH   | X   |
| 333.     | 1/350TH   | X   |
| 334.     | 1/350TH   | X   |
| 335.     | 1/350TH   | X   |
| 336.     | 1/350TH   | X   |
| 337.     | 1/350TH   | X   |
| 338.     | 1/350TH   | X   |
| 339.     | 1/350TH   | X   |
| 340.     | 1/350TH   | X   |
| 341.     | 1/350TH   | X   |
| 342.     | 1/350TH   | X   |
| 343.     | 1/350TH   | X   |
| 344.     | 1/350TH   | X   |
| 345.     | 1/350TH   | X   |
| 346.     | 1/350TH   | X   |
| 347.     | 1/350TH   | X   |
| 348.     | 1/350TH   | X   |
| 349.     | 1/350TH   | X   |
| 350.     | 1/350TH   | X   |

APPENDIX C

LEGAL DESCRIPTION OF WITHDRAWABLE LAND

Phase 11 (Revised)

Beginning at a point at the southwesterly corner of Phase 12; thence, running N 40 degrees 52' 28" E a distance of 1,024.80 feet to a point; thence, turning and running S 40 degrees 30' 00" E a distance of 121.81 feet to a point; thence, turning and running N 55 degrees 30' 00" E a distance of 451.05 feet to a point; thence, turning and running S 30 degrees 00' 00" E a distance of 335.51 feet to a point; thence, turning and running S 50 degrees 58' 55" W a distance of 248.33 feet to a point; thence, turning and running S 30 degrees 39' 40" E a distance of 698.89 feet to a hub; thence, running S 30 degrees 22' 43" E a distance of 301.94 feet to a stone bound; thence, running S 30 degrees 55' 40" E a distance of 285.23 feet to a point; thence, turning and running S 75 degrees 30' 46" W a distance of 276.21 feet to a point; thence, turning and running S 84 degrees 37' 08" E a distance of 44.06 feet to a point; thence, turning and running N 08 degrees 17' 44" W a distance of 186.78 feet to a point; thence, turning and running N 28 degrees 47' 00" W a distance of 147.00 feet; thence, turning and running N 84 degrees 00' 00" W a distance of 106.00 feet to a point; thence, turning N 88 degrees 30' 00" W a distance of 84.00 feet to a point; thence, turning and running S 57 degrees 30' 00" W a distance of 121.00 feet to a point; thence, turning and running S 53 degrees 02' 00" W a distance of 125.00 feet to a point; thence, turning and running in a southeasterly direction along a curve having a radius of 195.00 feet a distance of 278.23 feet to a point; thence, turning and running S 22 degrees 30' 00" W a distance of 145.88 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 255.00 feet a distance of 278.16 feet to a point; thence, turning and running N 51 degrees 13' 18" W a distance of 257.49 feet to a point; thence, turning and running N 29 degrees 22' 59" W a distance of 908.87 feet to a point; thence, turning and running N 29 degrees 55' 02" W a distance of 63.26 feet to a point; thence, running N 29 degrees 55' 59" W a distance of 27.66 feet to the point of beginning.

Containing 40.508 acres.



## APPENDIX D

### LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

#### Phase 22 (Revised)

Beginning at the southwesterly corner of the within described Phase 22; thence, running N 64 degrees 37' 08" E a distance of 180.00 feet to a point; thence, turning and running N 8 degrees 17' 44" W a distance of 103.75 feet to a point; thence, turning and running S 84 degrees 40' 00" W a distance of 128.09 feet to a point; thence, turning and running S 74 degrees 17' 36" W a distance of 61.22 feet to a point; thence, turning and running S 58 degrees 37' 53" W a distance of 32.56 feet to a point; thence, turning and running S 26 degrees 22' 06" E a distance of 150.00 feet to the point of beginning.

Containing .614 acres.

#### Phase 23 (Revised)

Beginning at the southeast corner of the within described Phase 23 at the corner of Phase 22 and Phase 41; thence, N 08 degrees 17' 44" W a distance of 83.03 feet to a point; thence, turning and running S 85 degrees 07' 31" W a distance of 216.17 feet to a point; thence, turning and running S 06 degrees 50' 06" E a distance of 110 feet to a point; thence, turning and running N 58 degrees 37' 53" E a distance of 32.56 feet to a point; thence, turning and running N 74 degrees 17' 36" E a distance of 61.22 feet to a point; thence, turning and running N 84 degrees 40' 00" E at a distance of 128.09 feet to the point of beginning.

#### Phase 41

Beginning at a point at the northeasterly corner of Phase 38; thence, running S 23 degrees 50' 00" E a distance of 390.72 feet to a point; thence, running S 30 degrees 10' 00" E, a distance of 113.00 feet, to a point; thence, turning and running due east a distance of 302.30 feet to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to the point of beginning.

Containing 2.224 acres.

Phase 42

Beginning at a point at the northeasterly corner of Phase 41; thence, running S 54 degrees 24' 00" E a distance of 554.54 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 17.00 feet to a point; thence, running in a southwesterly direction along a curve having a radius of 405.00 feet a distance of 177.63 feet to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to the point of beginning.

Containing 1.533 acres.

Phase 43

Beginning at the northerly point of Phase 42; thence, running S 54 degrees 24' 00" E a distance of 429.54 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance 354.64 feet to a point; thence, turning and running N 47 degrees 20' 13" W a distance of 50 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 445.96 feet to the point of beginning.

Containing 2.057 acres.

Phase 44

Beginning at the southwesterly corner of Phase 45; thence, running S 73 degrees 29' 00" W a distance of 120.00 feet to a point; thence, running S 61 degrees 42' 26" W a distance of 174.40 feet to a point; thence, turning and running in a northeasterly direction along a curve having a radius of 405.00 feet a distance of 370.09 feet to a point; thence, continuing in northeasterly direction along a curve having a radius of 530.00 feet a distance of 77.00 feet to a point; thence, turning and running S 38 degrees 39' 44" E a distance of 356.15 feet to the point of beginning

Containing 1.747 acres.

Phase 45

Beginning at a point at the northeasterly corner of Phase 44; thence, running S 38 degrees 39' 44" E a distance of 356.15 feet to a point; thence, turning and running N 73 degrees 29' 00" E a distance of 92.00 feet to a point; thence, turning and running N 05 degrees 56' 00" W a distance of 141.00 feet to a point; thence, turning and running N 34 degrees 05' 59" W a distance of 266.95 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 183.70 feet to the point of beginning.

Containing 1.388 acres.

Phase 46

Beginning at a point at the northeasterly corner of Phase 45; thence, running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 243.70 feet to a point; thence, turning and running N 54 degrees 24' 00" W a distance of 125.00 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance of 130.00 feet to a point; thence, turning and running S 80 degrees 58' 28" E a distance of 239.98 feet to the point of beginning.

Containing 0.632 acres.

Phase 47

Beginning at a point at the northeasterly corner of Phase 46; thence, running N 22 degrees 28' 40" E a distance of 224.64 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 313.94 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 86.18 feet to a point; thence, turning and running N 80 degrees 58' 25" W a distance of 239.98 feet to the point of beginning.

Containing 0.880 acres.

Phase 48

Beginning at a point at the southeasterly corner of Phase 47; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 70.00 feet to a point; thence, turning and running N 18 degrees 24' 09" W a distance of 331.37 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 260.00 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 393.94 feet to the point of beginning.

Containing 1.283 acres.

Phase 49

Beginning at a point at the southeasterly corner of Phase 48; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 107.89 feet to a point; thence, turning and running N 34 degrees 45' 00" E a distance of 90.00 feet; thence, turning and running in a northeasterly direction along a curve having a radius of 255.00 feet, a distance of 25.00 feet; thence, turning and running N 51 degrees 13' 18" W a distance of 257.49 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to a point; thence, turning and running S 18 degrees 24' 09" E a distance of 331.37 feet to the point of beginning.

Containing 0.877 acres.

Corrective Amendment to

*Fifth Amendment to  
the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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CORRECTIVE AMENDMENT  
TO FIFTH AMENDMENT  
TO DECLARATION OF THE  
VILLAGES AT KESSLER FARM CONDOMINIUM

22 4546 92.0068

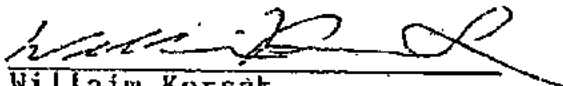
Brookfield Acres, A New Hampshire Partnership with a place of business at Charron Avenue, Nashua, Hillsborough County, New Hampshire, Richard Roper, of Andover, Essex County, Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a principal place of business at Kessler Farm Drive, Nashua, Hillsborough County, New Hampshire, do hereby make this corrective Amendment to the Fifth Amendment of the Declaration of The Villages at Kessler Farms, (formerly The Somerset at Nashua Condominium), which was recorded at Book 4360 Page 256 of the Hillsborough County Registry of Deeds.

This corrective Amendment is hereby made to correct Appendix C, Legal Description of Withdrawable Land, and Appendix D, Legal Description of Non-withdrawable land, of said Fifth Amendment, which were partially omitted due to a scrivener's error. The corrections to Appendix C and Appendix D, attached hereto, are hereby incorporated into and added to Appendix C and Appendix D of said Fifth Amendment as previously recorded.

Executed this 10<sup>th</sup> day of <sup>December</sup> September 1987.


Brookfield Acres

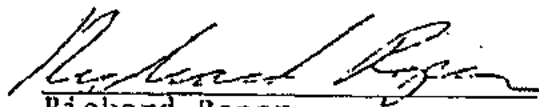
by

  
William Korsak  
Sole General Partner

Carnation Homes

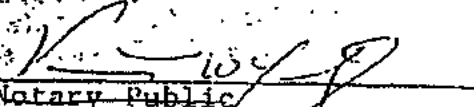
by

  
Richard Roper, President

  
Richard Roper

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

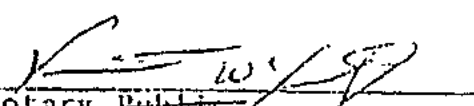
Personally appeared before me this 10<sup>th</sup> day of December 1987, Richard Roper, known to me, or satisfactorily proven and acknowledged the foregoing for the purposes therein contained.

  
Notary Public

Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

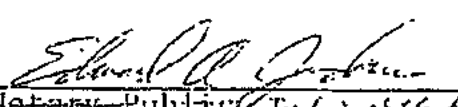
Personally appeared before me this 10<sup>th</sup> day of December 1987, Richard Roper, President of Carnation Homes, Inc., being duly authorized to act on behalf of said corporation known to me, or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public

Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 9<sup>th</sup> day of December, 1987, William Korsak, sole general partner of Brookfield Acres, being duly authorized to act on behalf of said limited partnership, known to me or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public

Justice of the Peace

APPENDIX C

PHASE 11-A

Beginning at a point at the southwesterly corner  
of the within described Phase 11-A; thence

- 1) N 19°05'38" W 89.91 feet to a hub; thence
- 2) N 20°39'09" W 353.01 feet to a stone bound; thence
- 3) N 16°05'08" W 13.25 feet to a hub in stones; thence
- 4) N 29°04'27" W 403.01 feet to a point; thence
- 5) N 59°20'00" E 400.00 feet to a point; thence
- 6) N 84°46'12" E 417.41 feet to a point; thence
- 7) Southerly by a curve to the left having a radius  
of 90.98 feet to a point; thence
- 8) N 72°38'35" E 60.00 feet to a point; thence
- 9) Southerly by a curve to the right having a radius  
of 345.00 feet a distance of 40.00 feet to a point; thence
- 10) Southerly by a curve to the right having a radius  
of 280.00 feet a distance of 149.05 feet to a point; thence
- 11) S 06°30'00" W 140.00 feet to a point; thence
- 12) Southerly by a curve to the left having a radius  
of 220.00 feet a distance of 178.55 feet to a point; thence
- 13) S 50°00'00" W 719.93 feet to the point of beginning.

Containing 12.821 Acres

BN4546 760070



**APPENDIX D**

**THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM**

**LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND**

**PHASE 1**

Beginning at a point which is the southwest corner of Phase 29, thence turning and running

- 1) N 14°17'38" W a distance of 166.72 feet; thence turning and running
- 2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running
- 3) N 59°15'00" E a distance of 279.78 feet; thence turning and running
- 4) S 30°45'00" E a distance of 120.00 feet; thence turning and running
- 5) N 64°45'00" E a distance of 277.19 feet thence
- 6) S 21°26'50" E a distance of 370.00 feet; thence
- 7) S 76°56'53" W a distance of 746.18 feet to the point of beginning.

Containing 5.766 acres.

**PHASE 6**

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence

- 1) S 30°55'40" E a distance of 262.00 feet; thence turning and running
- 2) S 60°45'00" W distance of 343.00 feet; thence turning and running
- 3) S 29°15'00" E a distance of 230.00 feet; thence turning and running
- 4) S 50°00'00" W a distance of 169.69 feet; thence turning and running
- 5) S 40°00'00" E a distance of 303.61 feet; thence turning and running
- 6) S 81°44'31" W a distance of 207.90 feet; thence turning and running
- 7) S 85°15'00" W a distance of 120.40 feet; thence turning and running
- 8) Northwesterly by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running
- 9) Northwesterly by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running
- 10) Northwesterly by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running
- 11) N 22°30'00" E a distance of 145.88 feet; thence turning and running
- N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

**PHASE 12**

Beginning at a point on the southerly side of Tinker Road, said point being the most northerly point of the within phase; thence

- 1) Southeasterly by a curve to the left with a radius of 583.50 feet a distance of 150.78 feet; thence turning and running

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
BOSTON, MA 02108

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 12 CONTINUED

2) S 63°15'53" E a distance of 259.40 feet; thence turning  
and running  
3) S 28°47'40" E a distance of 193.83 feet; thence turning  
and running  
4) S 50°58'55" W a distance of 477.09 feet; thence turning  
and running  
5) N 30°00'00" W a distance of 335.51 feet; thence turning  
and running  
6) S 55°30'00" W a distance of 451.05 feet; thence turning  
and running  
7) N 40°30'00" W a distance of 121.81 feet; thence turning  
and running  
8) S 40°52'28" W a distance of 1,024.80 feet; thence  
turning and running  
9) N 30°12'21" W a distance of 176.30 feet; thence turning  
and running  
10) N 40°52'28" E a distance of 797.05 feet; thence turning  
and running  
11) N 43°48'56" E a distance of 117.19 feet; thence turning  
and running  
12) N 55°40'21" E a distance of 275.70 feet; thence turning  
and running  
13) N 55°17'50" E a distance of 236.85 feet; thence turning  
and running  
14) N 55°22'14" E a distance of 334.15 feet to the point of  
beginning.

Containing 12.075 acres.

PHASE 30 REVISED

Beginning at a point which is the southwest corner of the  
within-described phase; thence

1) N 44°58'18" E a distance of 554.01 feet; thence  
2) N 61°54'00" E a distance of 356.79 feet; thence  
3) N 61°54'00" E 299.21 feet to a point; thence  
4) By a curve to the right having a radius of 405.26 feet  
564.09 feet; thence  
5) S 59°15'00" W 279.78 feet; thence  
6) By a curve to the left having a radius of 175 feet  
224.63 feet; thence  
7) Due West 94.34 feet; thence  
8) By a curve to the right having a radius of 619.10 feet  
359.28 feet; thence  
9) By a curve to the right having a radius of 380.00 feet  
50.00 feet to the point of beginning.

Containing 8.169 acres.

PHASE 40 REVISED

Beginning at a point which is the southeast corner of the  
within-described phase; thence

1) N 44°58'15" E 554.01 feet; thence  
2) N 61°54'00" E 556.00 feet; thence  
3) By a curve to the left having a radius of 405.26 feet  
97.26 feet; thence  
4) By a curve to the right having a radius of 470.00 feet  
213.28 feet; thence

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JORDAN AND BALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
89 FERRY STREET  
NASHUA, NH 03061

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWAL LAND

PHASE 40 REVISED CONTINUED

- 5) By a curve to the left having a radius of 510.00 feet  
417.38 feet; thence  
6) S 29°28'45" W 358.50 feet; thence  
7) S 23°00'00" W 199.88 feet; thence  
8) S 73°30'00" W 427.62 feet; thence  
9) S 14°45'00" E 223.44 feet; thence  
10) S 03°45'00" W 256.27 feet; thence  
11) N 83°30'00" W 289.89 feet; thence  
12) By a curve to the left having a radius of 220.00 feet  
509.73 feet; thence  
13) By a curve to the right having a radius of 380.00 feet  
152.84 feet to the point of beginning.

Containing 13.538 acres.

PHASE 2

- Beginning at a point which is the northwest corner of Phase  
2; thence  
1) N 44°6'40" E 187.21 feet to a point; thence  
2) S 45°53'22" E 208.92 feet to a point; thence  
3) S 66°34'10" W 271.75 feet to a stone bound; thence  
4) N 23°57'49" W 46.52 feet to a point; thence  
5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

PHASE 3

- Beginning at a point which is the northwest corner of the  
within described Phase 3; thence  
1) N 64°45'00" E 86.00 feet to a point; thence  
2) S 45°53'22" E 245.00 feet; thence  
3) S 44°6'40" W 187.21 feet to a point; thence  
4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

PHASE 4

- Beginning at a point which is the northwest corner of the  
within described Phase 4; thence  
1) N 64°45'00" E 160.00 feet; thence  
2) N 59°10'50" E 65.00 feet to a point; thence  
3) S 28°35'19" E 435.82 feet to a point; thence  
4) S 66°34'10" W 90.00 feet to a point; thence  
5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.

PHASE 5

- Beginning at a point which is the northwest corner of the  
within described Phase 5; thence  
1) N 58°10'50" E 232.68 feet to a point; thence  
2) S 23°18'27" E 40.00 feet to a point; thence  
3) S 31°57'31" W 267.57 feet to a point; thence  
4) N 28°35'19" W 155.82 feet to the point of beginning.  
Containing 0.793 acres.

JORDAN AND GALL  
PROFESSIONAL RESURVEY  
ATTORNEYS AT LAW  
50 PERRY STREET  
NASHUA, NH, 03061

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APPENDIX D  
THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°18'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'38" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'08" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.28 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.00 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres.

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

PHASE 10

Beginning at a point which is the southerly corner of Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 13

Beginning at a point which is the southwesterly corner of the within-described phase; thence

- 1) S 30°45'00" E 120 feet; thence
- 2) N 64°45'00" E 523.19 feet; thence
- 3) N 58°10'50" E 232.68 feet; thence
- 4) N 23°18'28" W 346.89 feet; thence
- 5) S 60°41'33" W 165.64 feet; thence
- 6) S 81°44'31" W 207.90 feet; thence
- 7) S 85°15'00" W 120.40 feet; thence
- 8) By a curve to the right having a radius of 495.26 feet 564.09 feet to the point of beginning.

Containing 6.166 acres.

PHASE 14

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) S 83°30'00" E 289.89 feet; thence
- 2) N 03°45'00" E 256.27 feet; thence
- 3) N 14°45'00" W 223.44 feet; thence
- 4) S 73°29'00" W 120.00 feet; thence
- 5) S 61°42'26" W 174.40 feet; thence
- 6) By a curve to the left having a radius of 345.00 feet 40.00 feet; thence
- 7) By a curve to the right having a radius of 280.00 feet 149.05 feet; thence
- 8) S 06°30'00" W 140 feet to the point of beginning.

Containing 2.695 acres.

PHASE 16

Beginning at a point which is the southwest corner of the within described Phase; thence

- 1) S 64°38'25" E 95.73 feet; thence
- 2) N 29°28'44" E 358.49 feet; thence
- 3) By a curve to the left having a radius of 510 feet, a distance of 140.03 feet; thence
- 4) S 22°30'00" W 362 feet to the point of beginning.

Containing .9814 acres.

PHASE 17

Beginning at a point which is the southeast corner of the within described Phase; thence

- 1) N 43°52'58" E 100.66 feet; thence
- 2) N 22°30'00" E 362.00 feet; thence
- 3) By a curve to the left having a radius of 510 feet 105.73 feet; thence
- 4) By a curve to the left having a radius of 255 feet 278.16 feet; thence
- 5) S 34°45'00" W 90.00 feet; thence
- 6) S 55°15'00" E 60.00 feet; thence
- 7) S 34°40'00" E 137.00 feet; thence
- 8) S 30°24'00" E 119.00 feet to the point of beginning.

Containing 2.1367 acres.

JORDAN AND GALL,  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
NASHUA, NH 03060

BR 546 PEO 075

Order: JNKE4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 18

Beginning at a point which is the northwesterly corner of the within described phase, thence:

- 1) N 76°29'43" E 16.90 feet; thence
- 2) N 43°52'58" E 100.66 feet; thence
- 3) S 64°38'25" E 95.73 feet; thence
- 4) S 23°00'00" W 199.88 feet; thence
- 5) S 73°29'00" W 41.62 feet; thence
- 6) N 18°50'39" W 169.40 feet; thence

Containing .5198 acres.

PHASE 19

Beginning at the southern most corner of the within described phase; thence

- 1) N 76°15'00" E 171.00 feet; thence
- 2) N 37°00'00" E 120.00 feet; thence
- 3) N 76°29'43" E 16.91 feet; thence
- 4) N 30°24'00" W 119.00 feet; thence
- 5) N 34°40'00" W 137.00 feet; thence
- 6) N 55°15'00" W 60.00 feet; thence
- 7) By a curve to the right having a radius of 270.00 feet, 177.90 feet; thence
- 8) By a curve to the left having a radius of 530.00 feet, 86.18 feet; thence
- 9) S 34°5'58" E 266.95 feet; thence
- 10) S 05°56'00" E 33.00 feet to the point of beginning.

Containing 2.002 acres.

PHASE 20

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 05°56'00" W 108.00 feet; thence
- 2) N 70°15'00" E 171.00 feet; thence
- 3) N 37°00'00" E 120.00 feet; thence
- 4) S 18°50'39.5" E 169.40 feet; thence
- 5) S 73°29'00" W 294.00 feet to the point of beginning.

Containing .7335 acres.

PHASE 21

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 65°52'40" E 183.17 feet; thence
- 2) S 06°50'06" E 110.00 feet; thence
- 3) S 58°37'53" W 87.44 feet; thence
- 4) S 89°18'34" W 89.89 feet; thence
- 5) By a curve to the left having a radius of 195.00 feet, 83.10 feet to the point of beginning.

Containing .4226 acres.

884546 P80076

JORDAN AND GALL  
PROFESSIONAL ASSOCIATES  
ATTORNEYS AT LAW  
30 FERRY STREET  
NASHUA, NH 03061

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 27

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 58°11'24" W 172.78 feet; thence
- 2) S 53°02'00" W 125.00 feet; thence
- 3) By a corner to the right having a radius of 195.00 feet, 122.69 feet; thence
- 4) N 65°52'40" W 193.17 feet to the point of beginning.

Containing .4558 acres.

PHASE 26

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) S 88°30'00" W 26.00 feet; thence
- 3) S 57°30'00" W 121.00 feet; thence
- 4) S 58°11'24" E 172.78 feet to the point of beginning.

Containing .2632 acres.

PHASE 25

Beginning at a point which is the most southerly point of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) N 88°30'00" E 58.00 feet; thence
- 3) N 84°00'00" E 106.00 feet; thence
- 4) S 44°29'44" W 206.35 feet to the point of beginning.

Containing .3012 acres.

PHASE 24

Beginning at a point which is the southerly point of the within described Phase; thence

- 1) N 85°07'31" E 216.17 feet; thence
- 2) N 28°47'00" W 147.00 feet; thence
- 3) S 44°29'24" W 206.35 feet to the point of beginning.

Containing .3335 acres.

JORDAN AND GALL  
ATTORNEYS AT LAW  
200 PERRY STREET  
NASHUA, NH 03063

BK4546 180077

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 21

Beginning at a point which is the most southwesterly point of the within described Phase; thence

- 1) N 22°30'00" E 145.88 feet; thence
- 2) By a curve to the left having a radius of 195.00 feet, 72.43 feet; thence
- 3) N 89°18'34" E 89.89 feet; thence
- 4) N 58°37'53" E 87.44 feet; thence
- 5) S 26°22'06" E 150.00 feet; thence
- 6) S 64°37'08" W 63.94 feet; thence
- 7) S 82°24'00" W 149.62 feet; thence
- 8) S 22°30'00" W 100.00 feet; thence
- 9) By a curve to the right having a radius of 510.00 feet, 60.00 feet to the point of beginning.

Containing .8218 acres.

PHASE 31 (formerly a portion of Phase 15)

Beginning at a point which is the most northwesterly point of the within described Phase; thence

- 1) N 61°35'60" E 328.84 feet; thence
- 2) S 30°55'40" E 451.62 feet; thence
- 3) N 27°40'00" W 424.26 feet; thence
- 4) S 61°59'59" W 53.66 feet; thence
- 5) N 28°00'00" 147.00 feet to the point of beginning.

Containing 2.111 acres.

PHASE 32 (formerly a portion of Phase 15)

Beginning at a point which is the most easterly point of the within-described Phase; thence

- 1) N 30°55'40" W 83.00 feet; thence
- 2) N 72°40'00" W 424.26 feet; thence
- 3) S 61°59'60" W 53.66 feet; thence
- 4) S 28°00'00" E 133.00 feet; thence
- 5) S 48°24'37" W 49.00 feet; thence
- 6) S 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.505 acres.

844546 760078

JUDAH AND GAIL  
ESQ. AND ASSOCIATES  
ATTORNEYS AT LAW  
30 FERRY STREET  
NASHUA, N.H. 03060

Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2009

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 33 (formerly a portion of Phase 15)

Beginning at the most easterly point of the within-described Phase; thence

- 1) S 68°39'58" W 287.18 feet; thence
- 2) S 23°18'27" E 165.47 feet; thence
- 3) S 66°41'33" W 165.64 feet; thence
- 4) N 41°14'37" W 337.51 feet; thence
- 5) N 48°24'37" E 131.00 feet; thence
- 6) N 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.8106 acres.

PHASE 34

Beginning at the most northwesterly point of the within-described Phase; thence

- 1) N 52°57'01" E 232.90 feet; thence
- 2) S 41°14'37" E 337.51 feet; thence
- 3) S 81°44'31" W 207.90 feet; thence
- 4) S 85°14'60" W 120.40 feet; thence
- 5) By a curve to the left having a radius of 405.26 feet, 97.26 feet; thence
- 6) By a curve to the right having a radius of 470.00 feet, 77.25 feet to the point of beginning.

Containing 1.5226 acres.

PHASE 35

Beginning at a point which is the most Northerly point of the within-described Phase; thence

- 1) S 28°00'00" E 280.00 feet; thence
- 2) S 48°24'37" W 180.00 feet; thence
- 3) S 52°57'01" W 232.90 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet, 136.03 feet; thence
- 5) By a curve to the left having a radius of 510.00 feet, 155.33 feet; thence
- 6) N 59°43'45" E 42.23 feet; thence
- 7) By a curve to the left having a radius of 115.00 feet, 100.64 feet; thence
- 8) By a curve to the right having a radius of 115.00 feet, 286.06 feet; thence
- 9) N 21°01'30" E 43.26 feet; thence
- 10) N 61°36'00" E 72.00 feet to the point of beginning.

Containing 1.6678 acres.

PHASE 36

Beginning at a point which is the most northwesterly point of the within-described Phase; thence

- 1) N 69°52'04" E 278.27 feet; thence
- 2) N 72°48'03" E 60.00 feet; thence
- 3) S 23°22'42" E 370.92 feet; thence
- 4) S 22°30'00" W 138.60 feet; thence
- 5) S 19°53'00" E 177.00 feet; thence

JORDAN AND GALL  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
30 FERRY STREET  
NASHUA, NH 03040

BR4546 P00079

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Address: 22 Andover Down

Order Date: 04-24-2019

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 36 CONTINUED

- 6) S 59°20'00" W 168.00 feet; thence
- 7) N 29°04'27" W 690.00 feet to the point of beginning.

Containing 4.0794 Acres.

PHASE 37

Beginning at a point which point is the most northerly point  
of the within-described Phase; thence

- 1) S 74°10'00" E 133.12 feet; thence
- 2) S 22°37'00" E 162.00 feet; thence
- 3) S 59°20'00" W 213.00 feet; thence
- 4) N 19°52'59" W 177.00 feet; thence
- 5) N 22°30'00" E 138.68 feet to the point of beginning.

Containing 1.0119 acres.

PHASE 38

Beginning at a point which is the most northwesterly point  
of the within-described Phase; thence

- 1) N 72°48'03" E 276.60 feet; thence
- 2) S 23°50'00" E 390.72 feet; thence
- 3) S 30°10'00" E 113.00 feet; thence
- 4) N 90°00'00" E 302.30 feet; thence
- 5) By a curve to the right having a radius of 405.00 feet,  
101.58 feet; thence
- 6) S 84°46'12" W 417.41 feet; thence
- 7) S 59°20'00" W 27.00 feet; thence
- 8) N 22°37'00" W 162.00 feet; thence
- 9) N 74°10'00" W 133.12 feet; thence
- 10) N 23°22'41" W 370.92 feet to the point of beginning.

Containing 4.1862 acres.

00000 9454100  
BN4546 780080

JORDAN AND CHASE  
PROFESSIONAL ASSOCIATES  
ATTORNEYS AT LAW  
30 FERRY STREET  
ALBANY, N.Y. 12204

# *Sixth Amendment to the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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Oct 11 3 21 PM '88

SIXTH AMENDMENT

TO

DECLARATION OF  
THE VILLAGES AT KESSLER FARM CONDOMINIUM  
formerly known as  
SOMERSET AT NASHUA CONDOMINIUM  
Nashua, New Hampshire

DECLARATION  
recorded  
Hillsborough County Registry of Deeds  
May 17, 1984  
Book 3159, Page 618

FIRST AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
Book 3211, Page 789

SECOND AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
June 6, 1985  
Book 3321, Page 724

THIRD AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
July 24, 1985  
Book 3394, Page 69

FOURTH AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
August 25, 1986  
Book 3616, Page 190

FIFTH AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
August 26, 1987  
Book 4360, Page 256

CORRECTIVE AMENDMENT TO THE  
FOURTH AMENDMENT  
recorded

844996 P60152

Hillsborough County Registry of Deeds  
December 15, 1987  
Book 4546, Page 64

CORRECTIVE AMENDMENT TO THE  
FIFTH AMENDMENT  
recorded  
Hillsborough County Registry of Deeds  
December 15, 1987  
Book 4546, Page 68

AMENDMENT

Brookfield Acres, a New Hampshire Partnership with a place of business at Charron Avenue, Nashua, Hillsborough County, New Hampshire, Richard Roper, of Andover, Essex County, Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a principal place of business at Kessler Farm Drive, Nashua, Hillsborough County, New Hampshire, do hereby declare this Sixth Amendment to the Declaration of The Villages at Kessler Farm, (formerly The Somerset at Nashua Condominium).

This Amendment is made to revise the phase boundary of Phase 11, eliminate Phase 11A, and to accomodate the entry of phases 50-73 into the Condominium. This Amendment is also to expand the Villages at Kessler Farm Condominium from three hundred fifty (350) units to four hundred nineteen (419) units. Of the 69 new units approved as a part of the Condominium 54 units will be in buildings containing six dwelling units each And 15 will be free standing detached units as follows:

| <u>Phase</u> | <u>Unit No.</u> | <u>Building Type</u> |
|--------------|-----------------|----------------------|
| 50           | 366             | 6 Unit Building      |

84996 880153

Order: 0NK-F11-11

Address: 23

Order: 11

Homevisedocs

944996 P80154

|    |     |                 |
|----|-----|-----------------|
|    | 367 | 6 Unit Building |
|    | 368 | 6 Unit Building |
|    | 369 | 6 Unit Building |
|    | 370 | 6 Unit Building |
| 51 | 371 | 6 Unit Building |
|    | 372 | 6 Unit Building |
|    | 373 | 6 Unit Building |
|    | 374 | 6 Unit Building |
|    | 375 | 6 Unit Building |
|    | 376 | 6 Unit Building |
| 52 | 377 | 6 Unit Building |
|    | 378 | 6 Unit Building |
|    | 379 | 6 Unit Building |
|    | 380 | 6 Unit Building |
|    | 381 | 6 Unit Building |
|    | 382 | 6 Unit Building |
| 53 | 383 | 6 Unit Building |
|    | 384 | 6 Unit Building |
|    | 385 | 6 Unit Building |
|    | 386 | 6 Unit Building |
|    | 387 | 6 Unit Building |
|    | 388 | 6 Unit Building |
|    | 389 | 6 Unit Building |
| 54 | 390 | 6 Unit Building |
|    | 391 | 6 Unit Building |
|    | 392 | 6 Unit Building |
|    | 393 | 6 Unit Building |
|    | 394 | 6 Unit Building |

|    |     |                 |
|----|-----|-----------------|
| 55 | 395 | 6 Unit Building |
|    | 396 | 6 Unit Building |
|    | 397 | 6 Unit Building |
|    | 398 | 6 Unit Building |
|    | 399 | 6 Unit Building |
|    | 400 | 6 Unit Building |
| 56 | 401 | 6 Unit Building |
|    | 402 | 6 Unit Building |
|    | 403 | 6 Unit Building |
|    | 404 | 6 Unit Building |
|    | 405 | 6 Unit Building |
|    | 406 | 6 Unit Building |
| 57 | 407 | 6 Unit Building |
|    | 408 | 6 Unit Building |
|    | 409 | 6 Unit Building |
|    | 410 | 6 Unit Building |
|    | 411 | 6 Unit Building |
|    | 412 | 6 Unit Building |
| 58 | 413 | 6 Unit Building |
|    | 414 | 6 Unit Building |
|    | 415 | 6 Unit Building |
|    | 416 | 6 Unit Building |
|    | 417 | 6 Unit Building |
|    | 418 | 6 Unit Building |
|    | 419 | 6 Unit Building |
| 59 | 361 | Free Standing   |
| 60 | 364 | Free Standing   |
| 61 | 365 | Free Standing   |

RM4996 P60155

Order: JNK14FSR

Address: 22 North

Order Date: 11/11/11

HomeWiseDocs

|    |     |               |
|----|-----|---------------|
| 62 | 363 | Free Standing |
| 63 | 362 | Free Standing |
| 64 | 351 | Free Standing |
| 65 | 354 | Free Standing |
| 66 | 356 | Free Standing |
| 67 | 358 | Free Standing |
| 68 | 360 | Free Standing |
| 69 | 359 | Free Standing |
| 70 | 357 | Free Standing |
| 71 | 355 | Free Standing |
| 72 | 353 | Free Standing |
| 73 | 352 | Free Standing |

This Sixth Amendment supercedes the specified sections noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3159, Page 618, as amended.

Section 4(b) of the Declaration, which appears on Page 7, is amended to read as follows:

- (b) Maximum Number of Units: A maximum number of 79 Units may be created within the convertible land.

Appendix B, Description of Unit, percentage of undivided interest in the common area, limited common area; Appendix C, Legal Description of withdrawable land; Appendix D, Legal Description of non-withdrawable land; are amended to revise the

3K4996 P60156

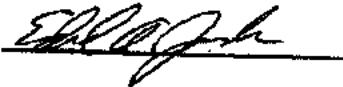


phase boundary for Phase 11, eliminate Phase 11A, and to  
accommodate the entry of Phases 50-73 into the Condominium.

Sixth  
Sixth  
July  
IN WITNESS WHEREOF, the undersigned have caused this  
Amendment to the Declaration to be executed this 20<sup>th</sup> day  
of May, 1987.

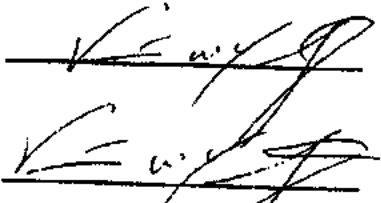
WITNESS:

BROOKFIELD ACRES  
BY:



  
William Korsak  
Sole General Partner

CARNATION HOMES, INC.  
BY:

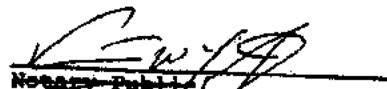


  
Richard Roper, President

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

  
Richard Roper

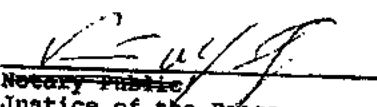
Personally appeared before me this 7 day of October,  
1988, Richard Roper, known to me, or satisfactorily proven, and  
acknowledged the foregoing for the purposes therein contained.

  
Notary Public  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

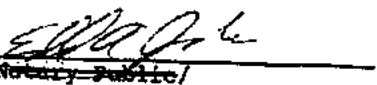
864996 980157

Personally appeared before me this 7<sup>th</sup> day of October, 1988, Richard Roper, President of Carnation Homes, Inc., being duly authorized to act on behalf of said corporation, known to me, or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS

Personally appeared before me this 20<sup>th</sup> day of July, 1987, William Korsak, sole general partner of Brookfield Acres, being duly authorized to act on behalf of said limited partnership, known to me or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public  
Justice of the Peace

THE VILLAGES AT KESSLER FARM  
CONDOMINIUMS

BK4996 P60158

APPENDIX B

Percentage of Unit, Percentage of Undivided Interest in  
the Common Area, Limited Common Area.

| <u>Unit No.</u> | <u>Percentage of Undivided<br/>Interest in the Common Area</u> | <u>Limited Common<br/>Outside Steps,<br/>and Entrance Ways</u> |
|-----------------|--|--|
| 1               | 1/419th  | X  |
| 2               | 1/419th  | X  |
| 3               | 1/419th  | X  |
| 4               | 1/419th  | X  |
| 5               | 1/419th  | X  |
| 6               | 1/419th  | X  |
| 7               | 1/419th  | X  |
| 8               | 1/419th  | X  |
| 9               | 1/419th  | X  |
| 10              | 1/419th  | X  |
| 11              | 1/419th  | X  |
| 12              | 1/419th  | X  |
| 13              | 1/419th  | X  |
| 14              | 1/419th  | X  |
| 15              | 1/419th  | X  |
| 16              | 1/419th  | X  |
| 17              | 1/419th  | X  |
| 18              | 1/419th  | X  |
| 19              | 1/419th  | X  |
| 20              | 1/419th  | X  |
| 21              | 1/419th  | X  |
| 22              | 1/419th  | X  |
| 23              | 1/419th  | X  |
| 24              | 1/419th  | X  |
| 25              | 1/419th  | X  |
| 26              | 1/419th  | X  |
| 27              | 1/419th  | X  |
| 28              | 1/419th  | X  |
| 29              | 1/419th  | X  |
| 30              | 1/419th  | X  |
| 31              | 1/419th  | X  |
| 32              | 1/419th  | X  |
| 33              | 1/419th  | X  |
| 34              | 1/419th  | X  |
| 35              | 1/419th  | X  |
| 36              | 1/419th  | X  |
| 37              | 1/419th  | X  |
| 38              | 1/419th  | X  |
| 39              | 1/419th  | X  |
| 40              | 1/419th  | X  |

BK4996 P60159

BK4996 P60160

|    |         |   |
|----|---------|---|
| 41 |         |   |
| 42 | 1/419th |   |
| 43 | 1/419th | X |
| 44 | 1/419th | X |
| 45 | 1/419th | X |
| 46 | 1/419th | X |
| 47 | 1/419th | X |
| 48 | 1/419th | X |
| 49 | 1/419th | X |
| 50 | 1/419th | X |
| 51 | 1/419th | X |
| 52 | 1/419th | X |
| 53 | 1/419th | X |
| 54 | 1/419th | X |
| 55 | 1/419th | X |
| 56 | 1/419th | X |
| 57 | 1/419th | X |
| 58 | 1/419th | X |
| 59 | 1/419th | X |
| 60 | 1/419th | X |
| 61 | 1/419th | X |
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| 63 | 1/419th | X |
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| 68 | 1/419th | X |
| 69 | 1/419th | X |
| 70 | 1/419th | X |
| 71 | 1/419th | X |
| 72 | 1/419th | X |
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| 77 | 1/419th | X |
| 78 | 1/419th | X |
| 79 | 1/419th | X |
| 80 | 1/419th | X |
| 81 | 1/419th | X |
| 82 | 1/419th | X |
| 83 | 1/419th | X |
| 84 | 1/419th | X |
| 85 | 1/419th | X |
| 86 | 1/419th | X |
| 87 | 1/419th | X |
| 88 | 1/419th | X |
| 89 | 1/419th | X |
| 90 | 1/419th | X |
| 91 | 1/419th | X |
| 92 | 1/419th | X |
| 93 | 1/419th | X |
| 94 | 1/419th | X |
| 95 | 1/419th | X |

|     |         |   |
|-----|---------|---|
| 96  | 1/419th | X |
| 97  | 1/419th | X |
| 98  | 1/419th | X |
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Order: JNKF4FSRZ

Address: 22 Andover Drive

Order Date: 04-24-2018

Document not for resale

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APPENDIX C

LEGAL DESCRIPTION OF WITHDRAWABLE LAND AND CONVERTIBLE LAND

Phase 11(Revised)

Beginning at a point at the Southeasterly corner of Phase 12; thence, running N 40 degrees 52'28" E a distance of 1024.80 feet to a point; thence, turning and running S 40 degrees 30'00" E a distance of 121.81 feet to a point; thence, turning and running N 55 degrees 30'00" E a distance of 451.05 feet; thence, turning and running S 50 degrees 58'55" W a distance of 248.33 feet to a drill hole in a stone wall; thence, turning and running S 30 degrees 19'50" E a distance of 81.26 feet to a drill hole; thence, running S 30 degrees 39'40" E a distance of 698.89 feet to a hub; thence, running S 30 degrees 22'43" E a distance of 126.00 to a point; thence, turning and running N 74 degrees 30'00" W a distance of 350.00 feet to a point; thence, turning and running S 84 degrees 11'34" W a distance of 400.65 feet to a point; thence, turning and running in the Southerly direction along a curve having a radius of 170.00 feet a distance of 34.62 feet to a point; thence, running in a Southeasterly direction along a curve having a radius of 355.00 feet a distance of 382.60 feet to a point; thence, running in a Southerly direction along a curve having a radius of 195.00 feet a distance of 278.23 feet to a point; thence, running S 22 degrees 30'00" W a distance of 145.88 feet to a point; thence, turning and running in a Westerly direction along a curve having a radius of 510.00 feet a distance of 105.73 feet to a point; thence, running in a Southwesterly direction along a curve having a radius of 255.00 feet a distance of 253.16 feet

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to a point; thence, turning and running N 51 degrees 13'18" W a distance of 257.49 feet to a stone bound; thence, turning and running N 29 degrees 22'59" W a distance of 908.87 feet to a stone bound; thence, running N 29 degrees 55'02" W a distance of 63.26 feet to a drill hole; thence, running N 30 degrees 12'21" W a distance of 27.66 feet to the point of beginning.

Containing 34.231 acres.

BK4996 P60168

APPENDIX D  
LEGAL DESCRIPTION OF  
NON-WITHDRAWABLE LAND

Phase 22 (Revised)

Beginning at the Southwesterly corner of the within described Phase 22; thence, running N 64 degrees 37' 08" E a distance of 180.00 feet to a point; thence, turning and running N 8 degrees 17' 44" W a distance of 103.75 feet to a point; thence, turning and running S 84 degrees 40' 00" W a distance of 128.09 feet to a point; thence, turning and running S 74 degrees 17' 36" W a distance of 61.22 feet to a point; thence, turning and running S 58 degrees 37' 53" W a distance of 32.56 feet to a point; thence turning and running S 26 degrees 22' 06" E a distance of 150.00 feet to the point of beginning.

Containing .614 acre

Phase 23 (Revised)

Beginning at the Southeast corner of the within described Phase 23 at the corner of Phase 22 and Phase 41; thence, N 08 degrees 17' 44" W a distance of 83.03 feet to a point; thence, turning and running S 85 degrees 07' 31" W a distance of 216.17 feet to a point; thence, turning and running S 06 degrees 50' 06" E a distance of 110 feet to a point; thence, turning and running N 58 degrees 37' 53" E a distance of 32.56 feet to a point; thence, turning and running N 74 degrees 17' 36" E a distance of 61.22 feet to a point; thence, turning and running N 84 degrees 40' 00" E a distance of 128.09 feet to the point of beginning.

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Phase 41

Beginning at a point at the northeasterly corner of Phase 38; thence, running S 23 degrees 50' 00" E, a distance of 390.72 feet to a point; thence, running S 30 degrees 10' 00" E, a distance of 113.00 feet, to a point; thence, turning and running due east a distance of 302.30 feet, to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to the point of beginning.

Containing 2.224 acres

Phase 42

Beginning at a point at the northeasterly corner of Phase 41; thence, running S 54 degrees 24' 00" E a distance of 554.54 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 17.00 feet to a point; thence, running in a southwesterly direction along a curve having a radius of 405.00 feet a distance of 177.63 feet to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to the point of beginning.

Containing 1.533 acres

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Phase 43

Beginning at the northerly point of Phase 42; thence, running S 54 degrees 24' 00" E a distance of 429.54 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance of 354.64 feet to a point; thence, turning and running N 47 degrees 20' 13" W a distance of 50 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 445.96 feet to the point of beginning.

Containing 2.057 acres

Phase 44

Beginning at the southwesterly corner of Phase 45; thence, running S 73 degrees 29' 00" W a distance of 120.00 feet to a point; thence, running S 61 degrees 42' 26" W a distance of 174.40 feet to a point; thence, turning and running in a northeasterly direction along a curve having a radius of 405.00 feet a distance of 170.09 feet to a point; thence, continuing in a northeasterly direction along a curve having a radius of 530.00 feet a distance of 77.00 feet to a point; thence, turning and running S 38 degrees 39' 44" E a distance of 356.15 feet to the point of beginning.

Containing 1.747 acres

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Order Date: 11/2/20

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**Phase 46**

Beginning at a point at the northeasterly corner of Phase 45; thence, running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 243.70 feet to a point; thence, turning and running N 54 degrees 24' 00" W a distance of 125.00 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance of 130.00 feet to a point; thence, turning and running S 80 degrees 58' 28" E a distance of 239.98 feet to the point of beginning.

Containing 0.632 acres



**Phase 47**

Beginning at a point at the northeasterly corner of Phase 46; thence, running N 22 degrees 28' 40" E a distance of 224.64 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 313.94 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 86.18 feet to a point; thence, turning and running N 80 degrees 58' 25" W a distance of 239.98 feet to the point of beginning.

Containing 0.880 acres

**Page 49**

Beginning at a point at the southeasterly corner of Phase 47; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 70.00 feet to a point; thence, turning and running N 18 degrees 24' 09" W a distance of 331.37 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 260.00 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 393.94 feet to the point of beginning.

Containing 1.283 acres

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Phase 49

Beginning at a point at the southeasterly corner of Phase 48; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 107.09 feet to a point; thence, turning and running N 34 degrees 45' 00" E a distance of 90.00 feet; thence, turning and running in a northeasterly direction along a curve having a radius of 255.00 feet, a distance of 25.00 feet; thence, turning and running N 51 degrees 13' 18" W a distance of 257.49 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to a point; thence, turning and running S 10 degrees 24' 09" E a distance of 331.37 feet to the point of beginning.

Containing 0.877 acres

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Phase 50

Beginning at a point at the Southwest corner of Phase 44; thence, running N 72 degrees 38'35" E a distance of 60.00 feet to a point; thence, turning and running in a Southerly direction along a curve having a radius of 345.00 feet a distance of 40.00 feet to a point; thence, running in a Southwesterly direction along a curve having a radius of 280.00 feet a distance of 149.05 feet to a point; thence, turning and running S 78 degrees 00'00" W a distance of 206.81 feet to a point; thence, turning and running N 14 degrees 30'00" W a distance of 291.37 feet to a point; thence, turning and running N 84 degrees 46'12" E a distance of 164.95 feet to a point; thence, turning and running in a Southerly direction along a curve having a radius of 405.00 feet a distance of 90.88 feet to the point of beginning.

Containing 1.286 acres.

Phase 51

Beginning at a point at the Southwesterly corner of Phase 50; thence, running S 78 degrees 00'00" W a distance of 179.34 feet to a point; thence, turning and running N 09 degrees 00'00" W a distance of 309.38 feet to a point; thence, turning and running N 84 degrees 46'12" E a distance of 151.50 feet to a point; thence, turning and running S 14 degrees 30'00" E a distance of 291.37 feet to the point of beginning.

Containing 1.136 acres.

Phase 52

8K4996 P80175

Order Form

Address

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HomeWiseDocs

Beginning at a point at the Southwesterly corner of Phase 51; thence, running N 09 degrees 00'00" W a distance of 309.38 feet to a point; thence, turning and running S 84 degrees 46'12" W a distance of 100.96 feet to a point; thence, turning and running S 59 degrees 20'00" W a distance of 169.22 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 361.73 feet to the point of beginning.

Containing 1.001 acres

Phase 53

Beginning at the Southerly corner of Phase 52; thence, running S 78 degrees 00'00" W a distance of 268.05 feet to a point; thence, turning and running N 11 degrees 00'00" E a distance of 217.18 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 271.16 feet to the point of beginning.

Containing 0.615 acres.

Phase 54

Beginning at a point at the Southwesterly corner of Phase 53; thence, running S 78 degrees 00'00" W a distance of 135.74 feet to a point; thence, turning and running N 29 degrees 04'27" W a distance of 201.72 feet to a point; thence, turning and running N 59 degrees 20'00" E a distance of 230.78 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 90.57 feet to a point; thence, turning and running S 11 degrees 00'00" W a distance of 217.18 feet to the point of beginning.

Containing 1.155 acres.

Phase 55

BK4996 P80176

Containing 1.411 acres.

**Phase 56**

Containing 2,354 acres.

**Phase 57**

BK4996 Pg0177

Containing 1.870 acres.

Phase 58

Beginning at a point at the Southeasterly corner of Phase 57; thence, running N 50 degrees 00'00" E a distance of 272.86 feet to a point; thence, running in a Northerly direction along a curve having a radius of 220.00 feet a distance of 178.55 feet to a point; thence, running N 06 degrees 30'00" E a distance of 140.00 to a point; thence, turning and running S 78 degrees 00'00" W a distance of 270.95 feet to a point; thence, turning and running S 12 degrees 00'00" E a distance of 433.97 feet to the point of beginning.

Containing 1.993 acres.

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Containing 0.289 acres.

Containing 0.276 acres.

Containing 0.614 acres.

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Beginning at the Northeasterly corner of Phase 61;  
thence, running N 30 degrees 55'40" W a distance of 70.23 feet  
to a stone bound; thence, running N 30 degrees 22'43" W a  
distance of 82.94 feet to a point; thence, turning and running S  
67 degrees 17'48" W a distance of 122.60 feet to a point;  
thence, turning and running S 16 degrees 30'00" E a distance of  
170.22 feet to a point; thence, turning and running N 61 degrees  
07'49" E a distance of 163.06 feet to the point of beginning.

Containing 0.524 acres.

Phase 63

Beginning at a point at the Northwesterly corner of Phase  
62; thence, running S 67 degrees 17'48" W a distance of 112.00  
feet to a point; thence, turning and running S 28 degrees 47'00"  
E a distance of 147.00 feet to a point; thence, turning and  
running N 83 degrees 45'00" E a distance of 81.37 feet to a  
point; thence, turning and running N 16 degrees 30'00" W a  
distance of 170.22 feet to the point of beginning.

Containing 0.344 acres.

Phase 64

Beginning at a point at the Northeasterly corner of Phase  
62; thence, running N 30 degrees 22'43" W a distance of 93.00  
feet to a point; thence, turning and running N 74 degrees 30'  
00" W a distance of 42.00 feet to a point; thence, turning and  
running S 28 degrees 47'00" E a distance of 64.14 feet to a  
point; thence, turning and running N 67 degrees 17'48" E a  
distance of 234.60 feet to the point of beginning.

Containing 0.492 acres.

Phase 65

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Beginning at a point at the Southwesterly corner of Phase 64; thence, running N 25 degrees 18'44" W a distance of 64.14 feet to a point; thence, running in a Northwesterly direction along a curve having a radius of 220.00 feet a distance of 226.01 feet to a point; thence, turning and running S 16 degrees 20'13" E a distance of 136.1 feet to a point; thence, turning and running N 88 degrees 30'00" E a distance of 84.00 feet to a point; thence, turning and running S 84 degrees 00'00" E a distance of 106.00 feet to the point of beginning.

Containing 0.469 acres.

Phase 66

Beginning at a point at the Southwesterly corner of Phase 65; thence, running N 16 degrees 20'13" W a distance of 136.11 feet to a point; thence, turning and running Westerly along a curve having a radius of 220.00 feet a distance of 89.15 feet to a point; thence, turning and running S 23 degrees 33'43" E a distance of 153.42 feet to a point; thence, turning and running N 57 degrees 30'00" E a distance of 72.00 feet to the point of beginning.

Containing 0.270 acres.

Phase 67

Beginning at the Southwesterly corner of Phase 66; thence, running S 57 degrees 30'00" W a distance of 49.00 feet to a point; thence, running S 53 degrees 02'00" W a distance of 22.00 feet to a point; thence, turning and running N 23 degrees 33'43" W a distance of 169.87 feet to a point; thence, turning and running N 69 degrees 30'00" E a distance of 69.91 feet to a point; thence, turning and running S 23 degrees 33'43" a

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distance of 153.42 feet to the point of beginning.

Containing 0.258 acres.

Phase 68

Beginning at a point at the Southwesterly corner of Phase 67; thence, running N 23 degrees 33'43" W a distance of 169.87 feet to a point; thence, turning and running S 89 degrees 08'22" W a distance of 176.28 feet to a point; thence, turning and running Southeasterly along a curve having a radius of 355.00 feet a distance of 382.60 feet to a point; thence, turning and running N 53 degrees 02'00" E a distance of 103.00 feet to the point of beginning.

Containing 0.745 acres.

Phase 69

Beginning at a point at the Northwesterly corner of Phase 68; thence, running in a Northerly direction along a curve having a radius of 355.00 feet a distance of 106.58 feet to a point; thence, running in a Northerly direction along a curve having a radius of 170.00 feet a distance of 34.62 feet to a point; thence, turning and running N 84 degrees 11'34" E a distance of 185.65 feet to a point; thence, turning and running S 01 degrees 46'50" E a distance of 156.29 feet to a point; thence, turning and running S 89 degrees 08'22" W a distance of 176.28 feet to the point of beginning.

Containing 0.624 acres.

Phase 70

Beginning at a point at the Southeasterly corner of Phase 69; thence, running N 69 degrees 30'00" E a distance of 69.91 feet to a point; thence, running in an Easterly direction along

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a curve having a radius of 220.00 feet a distance of 66.56 feet to a point; thence, turning and running N 05 degrees 59'03" W a distance of 119.87 feet to a point; thence, turning and running S 84 degrees 11'34" W a distance of 120.00 feet to a point thence, turning and running S 01 degrees 46'50" E a distance of 156.29 feet to the point of beginning.

Containing 0.394 acres.

Phase 71

Beginning at a point at the Southeasterly corner of Phase 70; thence, running in an Easterly direction along a curve having a radius of 220.00 feet a distance of 111.74 feet to a point; thence, turning and running N 11 degrees 22'20" E a distance of 119.41 feet to a point; thence, turning and running N 74 degrees 30'00" W a distance of 95.00 feet to a point; thence, turning and running S 05 degrees 59'03" E a distance of 119.87 feet to the point of beginning.

Containing 0.359 acres.

Phase 72

Beginning at a point at the Southeasterly corner of Phase 71; thence, running in a Southeasterly direction along a curve having a radius of 220.00 feet a distance of 74.49 feet to a point; thence, turning and running N 26 degrees 48'32" E a distance of 134.76 feet to a point; thence, turning and running N 74 degrees 30'00" W a distance of 108.00 feet to a point; thence, turning and running S 11 degrees 22'20" W a distance of 119.41 feet to the point of beginning.

Containing 0.259 acres.

Phase 73

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Beginning at a point at the Southeast corner of Phase 72;  
thence, running in a Southeasterly direction along a curve  
having a radius of 220.00 a distance of 62.37 feet to a point;  
thence, turning and running N 51 degrees 34'40" E a distance of  
199.56 feet to a point; thence, turning and running N 74 degrees  
30'00" W a distance of 146.00 feet to a point; thence, turning  
and running S 26 degrees 48'32" W a distance of 134.76 feet to  
the point of beginning.

Containing 0.360 acres.

EX4996 P60184

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 1

Beginning at a point which is the southwest corner of Phase 29; thence turning and running

1) N 14°17'38" W a distance of 166.72 feet; thence turning and running

2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running

3) N 59°15'00" E a distance of 279.78 feet; thence turning and running

4) S 30°45'00" E a distance of 120.00 feet; thence turning and running

5) N 64°45'00" E a distance of 277.19 feet thence

6) S 21°26'50" E a distance of 370.00 feet; thence

7) S 76°56'53" W a distance of 746.18 feet to the point of beginning.

Containing 5.766 acres.

PHASE 6

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence

1) S 30°55'40" E a distance of 262.00 feet; thence turning and running

2) S 60°45'00" W distance of 343.00 feet; thence turning and running

3) S 29°15'00" E a distance of 230.00 feet; thence turning and running

4) S 50°00'00" W a distance of 169.69 feet; thence turning and running

5) S 40°00'00" E a distance of 303.61 feet; thence turning and running

6) S 81°44'31" W a distance of 207.90 feet; thence turning and running

7) S 85°15'00" W a distance of 120.40 feet; thence turning and running

8) Northwestery by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running

9) Northwestery by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running

10) Northwestery by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running

11) N 22°30'00" E a distance of 145.88 feet; thence turning and running

N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

PHASE 12

Beginning at a point on the southerly side of Tinker Road, said point being the most northerly point of the within phase; thence

1) Southeasterly by a curve to the left with a radius of 583.50 feet a distance of 150.78 feet; thence turning and running

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM (formerly  
THE SOMERSET AT NASHUA CONDOMINIUM)

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 12 CONTINUED

- 2) S 63°15'53" E a distance of 259.40 feet; thence turning and running
- 3) S 28°47'40" E a distance of 193.83 feet; thence turning and running
- 4) S 50°58'55" W a distance of 477.09 feet; thence turning and running
- 5) N 30°00'00" W a distance of 335.51 feet; thence turning and running
- 6) S 55°30'00" W a distance of 451.05 feet; thence turning and running
- 7) N 40°30'00" W a distance of 121.81 feet; thence turning and running
- 8) S 40°52'28" W a distance of 1,024.80 feet; thence turning and running
- 9) N 30°12'21" W a distance of 176.30 feet; thence turning and running
- 10) N 40°52'28" E a distance of 797.05 feet; thence turning and running
- 11) N 43°48'56" E a distance of 117.19 feet; thence turning and running
- 12) N 55°40'21" E a distance of 275.70 feet; thence turning and running
- 13) N 55°17'50" E a distance of 236.85 feet; thence turning and running
- 14) N 55°22'14" E a distance of 334.15 feet to the point of beginning.

Containing 12.075 acres.

PHASE 10 REVISED

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) N 44°58'18" E a distance of 554.01 feet; thence
- 2) N 61°54'00" E a distance of 356.79 feet; thence
- 3) N 61°54'00" E 299.21 feet to a point; thence
- 4) By a curve to the right having a radius of 405.26 feet 564.09 feet; thence
- 5) S 59°15'00" W 279.78 feet; thence
- 6) By a curve to the left having a radius of 175 feet 224.63 feet; thence
- 7) Due West 94.34 feet; thence
- 8) By a curve to the right having a radius of 619.10 feet 359.28 feet; thence
- 9) By a curve to the right having a radius of 380.00 feet 50.00 feet to the point of beginning.

Containing 8.169 acres.

PHASE 40 REVISED

Beginning at a point which is the southeast corner of the within-described phase; thence

- 1) N 44°58'15" E 554.01 feet; thence
- 2) N 61°54'00" E 656.00 feet; thence
- 3) By a curve to the left having a radius of 405.26 feet 97.26 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet 213.28 feet; thence

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWAL LAND

PHASE 40 REVISED CONTINUED

- 5) By a curve to the left having a radius of 510.00 feet  
417.38 feet; thence  
6) S 29°28'45" W 358.50 feet; thence  
7) S 23°00'00" W 199.88 feet; thence  
8) S 73°30'00" W 427.62 feet; thence  
9) S 14°45'00" E 223.44 feet; thence  
10) S 03°45'00" W 256.27 feet; thence  
11) N 83°30'00" W 289.09 feet; thence  
12) By a curve to the left having a radius of 220.00 feet  
509.73 feet; thence  
13) By a curve to the right having a radius of 380.00 feet  
152.84 feet to the point of beginning.

Containing 13.538 acres.

PHASE 2

- Beginning at a point which is the northwest corner of Phase  
2; thence  
1) N 44°6'40" E 187.21 feet to a point; thence  
2) S 45°53'22" E 208.92 feet to a point; thence  
3) S 66°34'10" W 271.75 feet to a stone bound; thence  
4) N 23°57'49" W 46.52 feet to a point; thence  
5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

PHASE 3

- Beginning at a point which is the northwest corner of the  
within described Phase 3; thence  
1) N 64°45'00" E 86.00 feet to a point; thence  
2) S 45°53'22" E 245.00 feet; thence  
3) S 44°6'40" W 187.21 feet to a point; thence  
4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

PHASE 4

- Beginning at a point which is the northwest corner of the  
within described Phase 4; thence  
1) N 64°45'00" E 160.00 feet; thence  
2) N 59°10'50" E 65.00 feet to a point; thence  
3) S 28°35'19" E 435.82 feet to a point; thence  
4) S 66°34'10" W 90.00 feet to a point; thence  
5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.

PHASE 5

- Beginning at a point which is the northwest corner of the  
within described Phase 5; thence  
1) N 58°10'50" E 232.68 feet to a point; thence  
2) S 23°18'27" E 40.00 feet to a point; thence  
3) S 31°57'31" W 267.57 feet to a point; thence  
4) N 28°35'19" W 155.82 feet to the point of beginning.  
Containing 0.793 acres.

APPENDIX D  
THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°18'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'30" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'00" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.20 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.06 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres.

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

PHASE 10

Beginning at a point which is the southerly corner of Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM (formerly  
THE SOMERSET AT NASHUA CONDOMINIUM)

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 13

Beginning at a point which is the southwesterly corner of the within-described phase; thence

- 1) S 30°45'00" E 130 feet; thence
- 2) N 64°45'00" E 523.19 feet; thence
- 3) N 58°10'50" E 232.68 feet; thence
- 4) N 23°18'28" W 346.89 feet; thence
- 5) S 60°41'33" W 165.64 feet; thence
- 6) S 81°44'31" W 207.90 feet; thence
- 7) S 85°15'00" W 120.40 feet; thence
- 8) By a curve to the right having a radius of 405.26 feet 564.09 feet to the point of beginning.

Containing 6.166 acres.

PHASE 14

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) S 83°30'00" E 289.89 feet; thence
- 2) N 03°45'00" E 256.27 feet; thence
- 3) N 14°45'00" W 223.44 feet; thence
- 4) S 73°29'00" W 120.00 feet; thence
- 5) S 61°42'26" W 174.40 feet; thence
- 6) By a curve to the left having a radius of 345.00 feet 40.00 feet; thence
- 7) By a curve to the right having a radius of 280.00 feet 149.05 feet; thence
- 8) S 06°30'00" W 140 feet to the point of beginning.

Containing 2.695 acres.

PHASE 16

Beginning at a point which is the southwest corner of the within described Phase; thence

- 1) S 64°38'25" E 95.73 feet; thence
- 2) N 29°28'44" E 358.49 feet; thence
- 3) By a curve to the left having a radius of 510 feet, distance of 140.03 feet; thence
- 4) S 22°30'00" W 362 feet to the point of beginning.

Containing .9814 acres.

PHASE 17

Beginning at a point which is the southeast corner of the within described Phase; thence

- 1) N 43°52'58" E 100.66 feet; thence
- 2) N 22°30'00" E 362.00 feet; thence
- 3) By a curve to the left having a radius of 510 feet 105.73 feet; thence
- 4) By a curve to the left having a radius of 255 feet 278.16 feet; thence
- 5) S 34°45'00" W 90.00 feet; thence
- 6) S 55°15'00" E 60.00 feet; thence
- 7) S 34°40'00" E 137.00 feet; thence
- 8) S 30°24'00" E 119.00 feet to the point of beginning.

Containing 2.1367 acres.

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 10

Beginning at a point which is the northwest corner of the within described phase, thence;

- 1) N 76°29'43" E 16.90 feet; thence
- 2) N 43°52'58" E 100.66 feet; thence
- 3) S 64°38'25" E 95.73 feet; thence
- 4) S 23°00'00" W 199.88 feet; thence
- 5) S 73°29'00" W 41.62 feet; thence
- 6) N 18°50'39" W 169.40 feet; thence

Containing .5198 acres.

PHASE 19

Beginning at the southern most corner of the within described phase; thence

- 1) N 76°15'00" E 171.00 feet; thence
- 2) N 37°00'00" E 120.00 feet; thence
- 3) N 76°29'43" E 16.91 feet; thence
- 4) N 30°24'00" W 319.00 feet; thence
- 5) N 34°40'00" W 137.00 feet; thence
- 6) N 55°15'00" W 60.00 feet; thence
- 7) By a curve to the right having a radius of 270.00 feet, 177.90 feet; thence
- 8) By a curve to the left having a radius of 530.00 feet, 86.18 feet; thence
- 9) S 34°5'58" E 266.95 feet; thence
- 10) S 05°56'00" E 33.00 feet to the point of beginning.

Containing 2.002 acres.

PHASE 20

Beginning at a point which is the southeasterly corner of the within described phase; thence

- 1) N 05°56'00" W 100.00 feet; thence
- 2) N 70°15'00" E 171.00 feet; thence
- 3) N 37°00'00" E 120.00 feet; thence
- 4) S 18°50'39.5" E 169.40 feet; thence
- 5) S 73°29'00" W 294.00 feet to the point of beginning.

Containing .7335 acres.

PHASE 28

Beginning at a point which is the northeasterly corner of the within described phase; thence

- 1) N 65°52'40" E 103.17 feet; thence
- 2) S 06°50'06" E 110.00 feet; thence
- 3) S 50°37'53" W 87.44 feet; thence
- 4) S 09°18'34" W 89.89 feet; thence
- 5) By a curve to the left having a radius of 195.00 feet, 83.10 feet to the point of beginning.

Containing .4226 acres.

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 27

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 56°11'24" W 172.78 feet; thence
- 2) S 53°02'00" W 125.00 feet; thence
- 3) By a corner to the right having a radius of 195.00 feet, 122.69 feet; thence
- 4) N 65°52'40" W 103.17 feet to the point of beginning.

Containing .4558 acres.

PHASE 26

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) S 88°30'00" W 26.00 feet; thence
- 3) S 57°30'00" W 121.00 feet; thence
- 4) S 50°11'24" E 172.78 feet to the point of beginning.

Containing .2632 acres.

PHASE 25

Beginning at a point which is the most southerly point of the within described Phase; thence

- 1) N 06°50'06" W 157.89 feet; thence
- 2) N 88°30'00" E 58.00 feet; thence
- 3) N 04°00'00" E 106.00 feet; thence
- 4) S 44°29'44" W 206.35 feet to the point of beginning.

Containing .3012 acres.

PHASE 24

Beginning at a point which is the southerly point of the within described Phase; thence

- 1) N 85°07'31" E 216.17 feet; thence
- 2) N 20°47'00" W 147.00 feet; thence
- 3) S 44°29'24" W 206.35 feet to the point of beginning.

Containing .3335 acres.

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 21

Beginning at a point which is the most southwesterly point of the within described Phase; thence

- 1) N 22°30'00" E 145.88 feet; thence
- 2) By a curve to the left having a radius of 195.00 feet, 72.43 feet; thence
- 3) N 09°18'34" E 89.89 feet; thence
- 4) N 50°37'53" E 87.44 feet; thence
- 5) S 26°22'06" E 150.00 feet; thence
- 6) S 64°37'00" W 65.94 feet; thence
- 7) S 02°24'00" W 149.02 feet; thence
- 8) S 22°30'00" W 100.00 feet; thence
- 9) By a curve to the right having a radius of 510.00 feet, 60.00 feet to the point of beginning.

Containing .0218 acres.

PHASE 31 (formerly a portion of Phase 15)

Beginning at a point which is the most northwesterly point of the within described Phase; thence

- 1) N 61°35'60" E 320.04 feet; thence
- 2) S 30°55'40" E 451.62 feet; thence
- 3) N 27°40'00" W 424.26 feet; thence
- 4) S 61°59'59" W 53.66 feet; thence
- 5) N 20°00'00" 147.00 feet to the point of beginning.

Containing 2.111 acres.

PHASE 32 (formerly a portion of Phase 15)

Beginning at a point which is the most easterly point of the within-described Phase; thence

- 1) N 30°55'40" W 03.00 feet; thence
- 2) N 72°40'00" W 424.26 feet; thence
- 3) S 61°59'60" W 53.66 feet; thence
- 4) S 20°00'00" E 133.00 feet; thence
- 5) S 48°24'37" W 49.00 feet; thence
- 6) S 41°27'00" E 70.00 feet; thence
- 7) N 05°56'23" E 423.96 feet to the point of beginning.

Containing 1.505 acres.

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 33 (formerly a portion of Phase 15)

Beginning at the most easterly point of the within-described  
Phase; thence

- 1) S 68°39'58" W 287.18 feet; thence
- 2) S 23°18'27" E 165.47 feet; thence
- 3) S 66°41'33" W 165.64 feet; thence
- 4) N 41°14'37" W 337.51 feet; thence
- 5) N 48°24'37" E 131.00 feet; thence
- 6) N 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.8106 acres.

PHASE 34

Beginning at the most northwesterly point of the within-  
described Phase; thence

- 1) N 52°57'01" E 232.90 feet; thence
- 2) S 41°14'37" E 337.51 feet; thence
- 3) S 01°44'31" W 207.90 feet; thence
- 4) S 05°14'60" W 120.40 feet; thence
- 5) By a curve to the left having a radius of 405.26 feet,  
97.26 feet; thence
- 6) By a curve to the right having a radius of 470.00 feet,  
77.25 feet to the point of beginning.

Containing 1.5226 acres.

PHASE 35

Beginning at a point which is the most Northerly point of  
the within-described Phase; thence

- 1) S 28°00'00" E 280.00 feet; thence
- 2) S 48°24'37" W 180.00 feet; thence
- 3) S 52°57'01" W 232.90 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet,  
136.03 feet; thence
- 5) By a curve to the left having a radius of 510.00 feet,  
155.33 feet; thence
- 6) N 59°43'45" E 42.23 feet; thence
- 7) By a curve to the left having a radius of 115.00 feet,  
180.64 feet; thence
- 8) By a curve to the right having a radius of 115.00 feet,  
206.06 feet; thence
- 9) N 21°01'30" E 43.26 feet; thence
- 10) N 61°36'00" E 72.00 feet to the point of beginning.

Containing 1.6678 acres.

PHASE 36

Beginning at a point which is the most northwesterly point  
of the within-described Phase; thence

- 1) N 69°52'04" E 278.27 feet; thence
- 2) N 72°48'03" E 60.00 feet; thence
- 3) S 23°22'42" E 370.92 feet; thence
- 4) S 22°30'00" W 139.60 feet; thence
- 5) S 19°53'00" E 177.00 feet; thence

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 36 CONTINUED

- 6) S 59°20'00" W 160.00 feet; thence
- 7) N 29°04'27" W 690.00 feet to the point of beginning.

Containing 4.0794 Acres.

PHASE 37

Beginning at a point which point is the most northerly point  
of the within-described Phase; thence

- 1) S 74°10'00" E 133.12 feet; thence
- 2) S 22°37'00" E 162.00 feet; thence
- 3) S 59°20'00" W 213.00 feet; thence
- 4) N 19°52'59" W 177.00 feet; thence
- 5) N 22°30'00" E 138.60 feet to the point of beginning.

Containing 1.0119 acres.

PHASE 38

Beginning at a point which is the most northwesterly point  
of the within-described Phase; thence

- 1) N 72°40'03" E 276.60 feet; thence
- 2) S 23°50'00" E 398.72 feet; thence
- 3) S 30°10'00" E 113.00 feet; thence
- 4) N 90°00'00" E 302.30 feet; thence
- 5) By a curve to the right having a radius of 405.00 feet,  
101.50 feet; thence
- 6) S 84°46'12" W 417.41 feet; thence
- 7) S 59°20'00" W 27.00 feet; thence
- 8) N 22°37'00" W 162.00 feet; thence
- 9) N 74°10'00" W 133.12 feet; thence
- 10) N 23°22'41" W 370.92 feet to the point of beginning.

Containing 4.1862 acres.

BK4996 P80194

# *Seventh Amendment to the Declaration*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
Document not for resale  
HomeWiseDocs

Seventh Amendment  
To  
DECLARATION OF VILLAGES AT KESSLER FARM CONDOMINIUM  
formerly known as  
SOMERSET AT NASHUA CONDOMINIUM  
Nashua, New Hampshire

AMENDMENT

Brookfield Acres, a New Hampshire Partnership with a place of business at Charron Avenue, Nashua, Hillsborough County, New Hampshire, Richard Roper, of Andover, Essex County, Massachusetts, and Carnation Homes, Inc., a New Hampshire corporation with a principal place of business at Kessler Farm Drive, Nashua, Hillsborough County, New Hampshire, do hereby declare this Seventh Amendment to the Declaration of The Villages at Kessler Farm, (formerly The Somerset at Nashua Condominium).

This amendment is made to accommodate the entry of Phases 74-152 into the condominium through the revisions of the phase boundaries of Phase 11 and Phase 12. Phase 11, representing the remaining convertible/withdrawable land is eliminated and Phase 12, containing convertible/non-withdrawal land, is revised with a portion of the said Phase 12 being converted to create new phases. This amendment is also for the purpose of expanding the Villages at Kessler Farm Condominium from four hundred nineteen (419) units to four hundred ninety eight (498) units. All of the seventy nine (79) new units added will be free standing detached units as follows:

| <u>Phase</u> | <u>Unit No.</u> | <u>Building Type</u> |
|--------------|-----------------|----------------------|
| 74           | 420             | Free Standing        |
| 75           | 421             | Free Standing        |
| 76           | 422             | Free Standing        |
| 77           | 423             | Free Standing        |
| 78           | 424             | Free Standing        |
| 79           | 425             | Free Standing        |
| 80           | 426             | Free Standing        |
| 81           | 427             | Free Standing        |
| 82           | 428             | Free Standing        |
| 83           | 429             | Free Standing        |
| 84           | 430             | Free Standing        |
| 85           | 431             | Free Standing        |
| 86           | 432             | Free Standing        |
| 87           | 433             | Free Standing        |
| 88           | 434             | Free Standing        |
| 89           | 435             | Free Standing        |
| 90           | 436             | Free Standing        |
| 91           | 437             | Free Standing        |
| 92           | 438             | Free Standing        |
| 93           | 439             | Free Standing        |
| 94           | 440             | Free Standing        |
| 95           | 441             | Free Standing        |
| 96           | 444             | Free Standing        |
| 97           | 442             | Free Standing        |

BK 5103 Pg 1252



|     |     |               |
|-----|-----|---------------|
| 99  | 445 | Free Standing |
| 100 | 446 | Free Standing |
| 101 | 447 | Free Standing |
| 102 | 448 | Free Standing |
| 103 | 449 | Free Standing |
| 104 | 450 | Free Standing |
| 105 | 451 | Free Standing |
| 106 | 452 | Free Standing |
| 107 | 453 | Free Standing |
| 108 | 454 | Free Standing |
| 109 | 455 | Free Standing |
| 110 | 456 | Free Standing |
| 111 | 457 | Free Standing |
| 112 | 458 | Free Standing |
| 113 | 459 | Free Standing |
| 114 | 460 | Free Standing |
| 115 | 461 | Free Standing |
| 116 | 462 | Free Standing |
| 117 | 463 | Free Standing |
| 118 | 468 | Free Standing |
| 119 | 464 | Free Standing |
| 120 | 465 | Free Standing |
| 121 | 466 | Free Standing |
| 122 | 467 | Free Standing |
| 123 | 469 | Free Standing |
| 124 | 470 | Free Standing |
| 125 | 471 | Free Standing |
| 126 | 474 | Free Standing |
| 127 | 473 | Free Standing |
| 128 | 472 | Free Standing |
| 129 | 475 | Free Standing |
| 130 | 476 | Free Standing |
| 131 | 477 | Free Standing |
| 132 | 478 | Free Standing |
| 133 | 479 | Free Standing |
| 134 | 480 | Free Standing |
| 135 | 481 | Free Standing |
| 136 | 482 | Free Standing |
| 137 | 483 | Free Standing |
| 138 | 484 | Free Standing |
| 139 | 485 | Free Standing |
| 140 | 486 | Free Standing |
| 141 | 487 | Free Standing |
| 142 | 488 | Free Standing |
| 143 | 489 | Free Standing |
| 144 | 490 | Free Standing |
| 145 | 491 | Free Standing |
| 146 | 492 | Free Standing |
| 147 | 493 | Free Standing |
| 148 | 494 | Free Standing |
| 149 | 495 | Free Standing |
| 150 | 496 | Free Standing |
| 151 | 497 | Free Standing |
| 152 | 498 | Free Standing |

W5103 P61253

This Seventh Amendment supersedes the specified sections noted below of the original Declaration as recorded in the Hillsborough County Registry of Deeds, Book 3159, Page 618, as amended.

Section 4(b) of the Declaration, which appears on Page 7, is amended to read as follows:

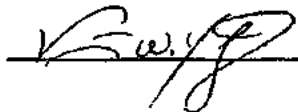
- (b) Maximum Number of Units: No additional Units may be created within the convertible land, if there is any convertible land hereinafter remaining.

Appendix B, Description of Unit, percentage of undivided interest in the common area, limited common area; Appendix C, Legal Description of withdrawable land; Appendix D, Legal Description of non-withdrawable land; are amended to eliminate Phase 11 (convertible/withdrawable land), revise the phase boundary of Phase 12, and to accommodate the entry of Phases 74-152 into the Condominium.

IN WITNESS WHEREOF, the undersigned have caused this Seventh Amendment to the Declaration to be executed this 1<sup>st</sup> day of ~~October, 1988~~  
MAY, 1989

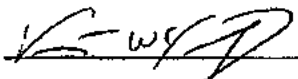
Witness:

Brookfield Acres  
By:

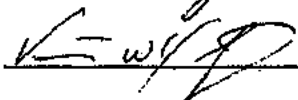


  
William Korsak  
Sole General Partner

Carnation Homes, Inc.  
By:



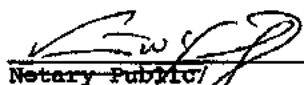
  
Richard Roper, President



  
Richard Roper

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

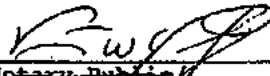
1989 Personally appeared before me this 3<sup>rd</sup> day of May, 1989, Richard Roper, known to me, or satisfactorily proven, and acknowledged the foregoing for the purposes therein contained.

  
Notary Public/  
Justice of the Peace

PM 5:03 PG 1254

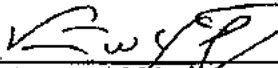
STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

9 Personally appeared before me this <sup>15<sup>th</sup></sup> day of <sup>MAY</sup> ~~October~~,  
1988, William Korsak, known to me, or satisfactorily proven, and  
acknowledged the foregoing for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public  
Justice of the Peace

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.

1989 Personally appeared before me this <sup>3<sup>rd</sup></sup> day of <sup>MAY</sup> ~~October~~,  
1989, Richard Roper, President of Carnation Homes, Inc., known  
to me, or satisfactorily proven, and acknowledged the foregoing  
for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public  
Justice of the Peace

EX 5103 PG 1255

APPENDIX B

Percentage of Unit, Percentage of Undivided Interest in  
the Common Area, Limited Common Area.

| <u>Unit No.</u> | <u>Percentage of Undivided<br/>Interest in the Common Area</u> | <u>Limited Common<br/>Outside Steps,<br/>and Entrance Ways</u> |
|-----------------|--|--|
| 1               | 1/498th  | X  |
| 2               | 1/498th  | X  |
| 3               | 1/498th  | X  |
| 4               | 1/498th  | X  |
| 5               | 1/498th  | X  |
| 6               | 1/498th  | X  |
| 7               | 1/498th  | X  |
| 8               | 1/498th  | X  |
| 9               | 1/498th  | X  |
| 10              | 1/498th  | X  |
| 11              | 1/498th  | X  |
| 12              | 1/498th  | X  |
| 13              | 1/498th  | X  |
| 14              | 1/498th  | X  |
| 15              | 1/498th  | X  |
| 16              | 1/498th  | X  |
| 17              | 1/498th  | X  |
| 18              | 1/498th  | X  |
| 19              | 1/498th  | X  |
| 20              | 1/498th  | X  |
| 21              | 1/498th  | X  |
| 22              | 1/498th  | X  |
| 23              | 1/498th  | X  |
| 24              | 1/498th  | X  |
| 25              | 1/498th  | X  |
| 26              | 1/498th  | X  |
| 27              | 1/498th  | X  |
| 28              | 1/498th  | X  |
| 29              | 1/498th  | X  |
| 30              | 1/498th  | X  |
| 31              | 1/498th  | X  |
| 32              | 1/498th  | X  |
| 33              | 1/498th  | X  |
| 34              | 1/498th  | X  |
| 35              | 1/498th  | X  |
| 36              | 1/498th  | X  |
| 37              | 1/498th  | X  |
| 38              | 1/498th  | X  |
| 39              | 1/498th  | X  |
| 40              | 1/498th  | X  |
| 41              | 1/498th  | X  |
| 42              | 1/498th  | X  |
| 43              | 1/498th  | X  |
| 44              | 1/498th  | X  |
| 45              | 1/498th  | X  |
| 46              | 1/498th  | X  |
| 47              | 1/498th  | X  |
| 48              | 1/498th  | X  |

EX 5103 PG 1256

|     |         |   |
|-----|---------|---|
| 49  | 1/498th | X |
| 50  | 1/498th | X |
| 51  | 1/498th | X |
| 52  | 1/498th | X |
| 53  | 1/498th | X |
| 54  | 1/498th | X |
| 55  | 1/498th | X |
| 56  | 1/498th | X |
| 57  | 1/498th | X |
| 58  | 1/498th | X |
| 59  | 1/498th | X |
| 60  | 1/498th | X |
| 61  | 1/498th | X |
| 62  | 1/498th | X |
| 63  | 1/498th | X |
| 64  | 1/498th | X |
| 65  | 1/498th | X |
| 66  | 1/498th | X |
| 67  | 1/498th | X |
| 68  | 1/498th | X |
| 69  | 1/498th | X |
| 70  | 1/498th | X |
| 71  | 1/498th | X |
| 72  | 1/498th | X |
| 73  | 1/498th | X |
| 74  | 1/498th | X |
| 75  | 1/498th | X |
| 76  | 1/498th | X |
| 77  | 1/498th | X |
| 78  | 1/498th | X |
| 79  | 1/498th | X |
| 80  | 1/498th | X |
| 81  | 1/498th | X |
| 82  | 1/498th | X |
| 83  | 1/498th | X |
| 84  | 1/498th | X |
| 85  | 1/498th | X |
| 86  | 1/498th | X |
| 87  | 1/498th | X |
| 88  | 1/498th | X |
| 89  | 1/498th | X |
| 90  | 1/498th | X |
| 91  | 1/498th | X |
| 92  | 1/498th | X |
| 93  | 1/498th | X |
| 94  | 1/498th | X |
| 95  | 1/498th | X |
| 96  | 1/498th | X |
| 97  | 1/498th | X |
| 98  | 1/498th | X |
| 99  | 1/498th | X |
| 100 | 1/498th | X |
| 101 | 1/498th | X |
| 102 | 1/498th | X |
| 103 | 1/498th | X |

MS103 Pg 1257

|     |         |   |
|-----|---------|---|
| 104 | 1/498th | X |
| 105 | 1/498th | X |
| 106 | 1/498th | X |
| 107 | 1/498th | X |
| 108 | 1/498th | X |
| 109 | 1/498th | X |
| 110 | 1/498th | X |
| 111 | 1/498th | X |
| 112 | 1/498th | X |
| 113 | 1/498th | X |
| 114 | 1/498th | X |
| 115 | 1/498th | X |
| 116 | 1/498th | X |
| 117 | 1/498th | X |
| 118 | 1/498th | X |
| 119 | 1/498th | X |
| 120 | 1/498th | X |
| 121 | 1/498th | X |
| 122 | 1/498th | X |
| 123 | 1/498th | X |
| 124 | 1/498th | X |
| 125 | 1/498th | X |
| 126 | 1/498th | X |
| 127 | 1/498th | X |
| 128 | 1/498th | X |
| 129 | 1/498th | X |
| 130 | 1/498th | X |
| 131 | 1/498th | X |
| 132 | 1/498th | X |
| 133 | 1/498th | X |
| 134 | 1/498th | X |
| 135 | 1/498th | X |
| 136 | 1/498th | X |
| 137 | 1/498th | X |
| 138 | 1/498th | X |
| 139 | 1/498th | X |
| 140 | 1/498th | X |
| 141 | 1/498th | X |
| 142 | 1/498th | X |
| 143 | 1/498th | X |
| 144 | 1/498th | X |
| 145 | 1/498th | X |
| 146 | 1/498th | X |
| 147 | 1/498th | X |
| 148 | 1/498th | X |
| 149 | 1/498th | X |
| 150 | 1/498th | X |
| 151 | 1/498th | X |
| 152 | 1/498th | X |
| 153 | 1/498th | X |
| 154 | 1/498th | X |
| 155 | 1/498th | X |
| 156 | 1/498th | X |
| 157 | 1/498th | X |
| 158 | 1/498th | X |

W5103 Pg1258

|     |         |   |
|-----|---------|---|
| 159 | 1/498th | X |
| 160 | 1/498th | X |
| 161 | 1/498th | X |
| 162 | 1/498th | X |
| 163 | 1/498th | X |
| 164 | 1/498th | X |
| 165 | 1/498th | X |
| 166 | 1/498th | X |
| 167 | 1/498th | X |
| 168 | 1/498th | X |
| 169 | 1/498th | X |
| 170 | 1/498th | X |
| 171 | 1/498th | X |
| 172 | 1/498th | X |
| 173 | 1/498th | X |
| 174 | 1/498th | X |
| 175 | 1/498th | X |
| 176 | 1/498th | X |
| 177 | 1/498th | X |
| 178 | 1/498th | X |
| 179 | 1/498th | X |
| 180 | 1/498th | X |
| 181 | 1/498th | X |
| 182 | 1/498th | X |
| 183 | 1/498th | X |
| 184 | 1/498th | X |
| 185 | 1/498th | X |
| 186 | 1/498th | X |
| 187 | 1/498th | X |
| 188 | 1/498th | X |
| 189 | 1/498th | X |
| 190 | 1/498th | X |
| 191 | 1/498th | X |
| 192 | 1/498th | X |
| 193 | 1/498th | X |
| 194 | 1/498th | X |
| 195 | 1/498th | X |
| 196 | 1/498th | X |
| 197 | 1/498th | X |
| 198 | 1/498th | X |
| 199 | 1/498th | X |
| 200 | 1/498th | X |
| 201 | 1/498th | X |
| 202 | 1/498th | X |
| 203 | 1/498th | X |

BK 5103 Pg. 1259

|     |         |   |
|-----|---------|---|
| 204 | 1/498th | X |
| 205 | 1/498th | X |
| 206 | 1/498th | X |
| 207 | 1/498th | X |
| 208 | 1/498th | X |
| 209 | 1/498th | X |
| 210 | 1/498th | X |
| 211 | 1/498th | X |
| 212 | 1/498th | X |
| 213 | 1/498th | X |
| 214 | 1/498th | X |
| 215 | 1/498th | X |
| 216 | 1/498th | X |
| 217 | 1/498th | X |
| 218 | 1/498th | X |
| 219 | 1/498th | X |
| 220 | 1/498th | X |
| 221 | 1/498th | X |
| 222 | 1/498th | X |
| 223 | 1/498th | X |
| 224 | 1/498th | X |
| 225 | 1/498th | X |
| 226 | 1/498th | X |
| 227 | 1/498th | X |
| 228 | 1/498th | X |
| 229 | 1/498th | X |
| 230 | 1/498th | X |
| 231 | 1/498th | X |
| 232 | 1/498th | X |
| 233 | 1/498th | X |
| 234 | 1/498th | X |
| 235 | 1/498th | X |
| 236 | 1/498th | X |
| 237 | 1/498th | X |
| 238 | 1/498th | X |
| 239 | 1/498th | X |
| 240 | 1/498th | X |
| 241 | 1/498th | X |
| 242 | 1/498th | X |
| 243 | 1/498th | X |
| 244 | 1/498th | X |
| 245 | 1/498th | X |
| 246 | 1/498th | X |
| 247 | 1/498th | X |
| 248 | 1/498th | X |
| 249 | 1/498th | X |
| 250 | 1/498th | X |
| 251 | 1/498th | X |
| 252 | 1/498th | X |
| 253 | 1/498th | X |
| 254 | 1/498th | X |
| 255 | 1/498th | X |
| 256 | 1/498th | X |
| 257 | 1/498th | X |
| 258 | 1/498th | X |

MS103 761260



|     |         |   |
|-----|---------|---|
| 259 | 1/498th | X |
| 260 | 1/498th | X |
| 261 | 1/498th | X |
| 262 | 1/498th | X |
| 263 | 1/498th | X |
| 264 | 1/498th | X |
| 265 | 1/498th | X |
| 266 | 1/498th | X |
| 267 | 1/498th | X |
| 268 | 1/498th | X |
| 269 | 1/498th | X |
| 270 | 1/498th | X |
| 271 | 1/498th | X |
| 272 | 1/498th | X |
| 273 | 1/498th | X |
| 274 | 1/498th | X |
| 275 | 1/498th | X |
| 276 | 1/498th | X |
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| 279 | 1/498th | X |
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| 283 | 1/498th | X |
| 284 | 1/498th | X |
| 285 | 1/498th | X |
| 286 | 1/498th | X |
| 287 | 1/498th | X |
| 288 | 1/498th | X |
| 289 | 1/498th | X |
| 290 | 1/498th | X |
| 291 | 1/498th | X |
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| 293 | 1/498th | X |
| 294 | 1/498th | X |
| 295 | 1/498th | X |
| 296 | 1/498th | X |
| 297 | 1/498th | X |
| 298 | 1/498th | X |
| 299 | 1/498th | X |
| 300 | 1/498th | X |
| 301 | 1/498th | X |
| 302 | 1/498th | X |
| 303 | 1/498th | X |
| 304 | 1/498th | X |
| 305 | 1/498th | X |
| 306 | 1/498th | X |
| 307 | 1/498th | X |
| 308 | 1/498th | X |
| 309 | 1/498th | X |
| 310 | 1/498th | X |
| 311 | 1/498th | X |
| 312 | 1/498th | X |
| 313 | 1/498th | X |

MS103 Pg1261

|     |         |   |
|-----|---------|---|
| 314 | 1/498th | X |
| 315 | 1/498th | X |
| 316 | 1/498th | X |
| 317 | 1/498th | X |
| 318 | 1/498th | X |
| 319 | 1/498th | X |
| 320 | 1/498th | X |
| 321 | 1/498th | X |
| 322 | 1/498th | X |
| 323 | 1/498th | X |
| 324 | 1/498th | X |
| 325 | 1/498th | X |
| 326 | 1/498th | X |
| 327 | 1/498th | X |
| 328 | 1/498th | X |
| 329 | 1/498th | X |
| 330 | 1/498th | X |
| 331 | 1/498th | X |
| 332 | 1/498th | X |
| 333 | 1/498th | X |
| 334 | 1/498th | X |
| 335 | 1/498th | X |
| 336 | 1/498th | X |
| 337 | 1/498th | X |
| 338 | 1/498th | X |
| 339 | 1/498th | X |
| 340 | 1/498th | X |
| 341 | 1/498th | X |
| 342 | 1/498th | X |
| 343 | 1/498th | X |
| 344 | 1/498th | X |
| 345 | 1/498th | X |
| 346 | 1/498th | X |
| 347 | 1/498th | X |
| 348 | 1/498th | X |
| 349 | 1/498th | X |
| 350 | 1/498th | X |
| 351 | 1/498th | X |
| 352 | 1/498th | X |
| 353 | 1/498th | X |
| 354 | 1/498th | X |
| 355 | 1/498th | X |
| 356 | 1/498th | X |
| 357 | 1/498th | X |
| 358 | 1/498th | X |
| 400 | 1/498th | X |
| 401 | 1/498th | X |
| 402 | 1/498th | X |
| 403 | 1/498th | X |
| 404 | 1/498th | X |
| 405 | 1/498th | X |
| 406 | 1/498th | X |
| 407 | 1/498th | X |
| 408 | 1/498th | X |
| 409 | 1/498th | X |
| 410 | 1/498th | X |

BX5103 P61262

|     |         |   |
|-----|---------|---|
| 411 | 1/498th | X |
| 412 | 1/498th | X |
| 413 | 1/498th | X |
| 414 | 1/498th | X |
| 415 | 1/498th | X |
| 416 | 1/498th | X |
| 417 | 1/498th | X |
| 418 | 1/498th | X |
| 419 | 1/498th | X |
| 420 | 1/498th | X |
| 421 | 1/498th | X |
| 422 | 1/498th | X |
| 423 | 1/498th | X |
| 424 | 1/498th | X |
| 425 | 1/498th | X |
| 426 | 1/498th | X |
| 427 | 1/498th | X |
| 428 | 1/498th | X |
| 429 | 1/498th | X |
| 430 | 1/498th | X |
| 431 | 1/498th | X |
| 432 | 1/498th | X |
| 433 | 1/498th | X |
| 434 | 1/498th | X |
| 435 | 1/498th | X |
| 436 | 1/498th | X |
| 437 | 1/498th | X |
| 438 | 1/498th | X |
| 439 | 1/498th | X |
| 440 | 1/498th | X |
| 441 | 1/498th | X |
| 442 | 1/498th | X |
| 443 | 1/498th | X |
| 444 | 1/498th | X |
| 445 | 1/498th | X |
| 446 | 1/498th | X |
| 447 | 1/498th | X |
| 448 | 1/498th | X |
| 449 | 1/498th | X |
| 450 | 1/498th | X |
| 451 | 1/498th | X |
| 452 | 1/498th | X |
| 453 | 1/498th | X |
| 454 | 1/498th | X |
| 455 | 1/498th | X |
| 456 | 1/498th | X |
| 457 | 1/498th | X |
| 458 | 1/498th | X |
| 459 | 1/498th | X |
| 460 | 1/498th | X |
| 461 | 1/498th | X |
| 462 | 1/498th | X |
| 463 | 1/498th | X |
| 464 | 1/498th | X |
| 465 | 1/498th | X |

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|     |         |   |
|-----|---------|---|
| 466 | 1/498th | X |
| 467 | 1/498th | X |
| 468 | 1/498th | X |
| 469 | 1/498th | X |
| 470 | 1/498th | X |
| 471 | 1/498th | X |
| 472 | 1/498th | X |
| 473 | 1/498th | X |
| 474 | 1/498th | X |
| 475 | 1/498th | X |
| 476 | 1/498th | X |
| 477 | 1/498th | X |
| 478 | 1/498th | X |
| 479 | 1/498th | X |
| 480 | 1/498th | X |
| 481 | 1/498th | X |
| 482 | 1/498th | X |
| 483 | 1/498th | X |
| 484 | 1/498th | X |
| 485 | 1/498th | X |
| 486 | 1/498th | X |
| 487 | 1/498th | X |
| 488 | 1/498th | X |
| 489 | 1/498th | X |
| 490 | 1/498th | X |
| 491 | 1/498th | X |
| 492 | 1/498th | X |
| 493 | 1/498th | X |
| 494 | 1/498th | X |
| 495 | 1/498th | X |
| 496 | 1/498th | X |
| 497 | 1/498th | X |
| 498 | 1/498th | X |

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APPENDIX B

Description of Unit, percentage undivided interest in the  
Common Area, Limited Common Area

Each of the 498 units declared in the Condominium has an equal undivided 1/498th interest in the common area. All units have limited common area outside steps and entrance ways. Other limited common areas appertinant to the units are shown on the site and/or floor plans for the Condominium, recorded at the Hillsborough Registry of Deeds.

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APPENDIX C

Legal Description of Withdrawable and  
Convertible Land

There remains no withdrawable/Convertible Land within the Condominium. All said convertible/withdrawable land has been converted to non-withdrawable Land and is now included in Appendix D. (Legal Description of Non-Withdrawable Land).

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#### APPENDIX D

##### Legal Description of Non-Withdrawable Land

###### Phase 12 (revised)

Beginning at a point at the Westerly corner of Phase 12 at a stone bound; thence, running N 40° 52' 28" E a distance of 797.05 feet to a drill hole; thence, running N 43° 48' 56" E a distance of 117.19 feet to a hub in a stone wall; thence, running N 55° 40' 21" E a distance of 275.70 feet to a drill hole; thence, running N 55° 17' 50" E a distance of 236.85 feet to a drill hole; thence, turning and running S 21° 00' 00" E a distance of 149.98 feet to a point; thence, turning and running S 31° 30' 00" W a distance of 77.00 feet to a point; thence, turning and running S 46° 50' 00" E a distance of 107.69 feet to a point; thence, turning and running in a southerly direction along a curve having a radius of 280.00 feet a distance of 70.58 feet to a point; thence, turning and running N 64° 20' 00" W a distance of 65.92 feet to a point; thence, turning and running S 54° 16' 22" W a distance of 163.13 feet to a point; thence, turning and running N 68° 07' 43" W a distance of 145.07 feet to a point; thence, turning and running S 79° 30' 00" W a distance of 175.00 feet to a point; thence, turning and running S 00° 35' 00" W a distance of 166.37 feet to a point; thence, turning and running S 40° 45' 00" W a distance of 761.18 feet to a point; thence, turning and running N 30° 12' 21" W a distance of 176.30 feet to the point of beginning.

Containing 5.685 Acres.

###### Phase 74

Beginning at a point on the Northwest corner of Phase 27; thence, running in a Northwesterly direction along a curve having a radius of 355.00 feet, a distance of 276.02 feet to a point; thence, turning and running S 75° 44' 01" W a distance of 90.00 feet to a point; thence, turning and running S 03° 49' 15" E and distance of 565.83 feet to a point; thence, turning and running in a southeasterly direction along a curve having a radius of 255.00 feet a distance of 136.20 feet to a point; thence, running in a southeasterly direction along a curve having a radius of 510.00 feet a distance of 105.73 feet to a point; thence, turning and running N 22° 30' 00" E a distance of 145.88 feet to a point; thence, running in a northerly direction along a curve having a radius of 195.00 feet a distance of 278.23 feet to the point of beginning.

Containing 3.085 Acres

###### Phase 75

Beginning at a point at the northwest corner of Phase 74; thence, running S 75° 44' 01" W a distance of 110.00 feet to a point; thence, turning and running S 07° 01' 06" E a distance of 152.32 feet to a point; thence, turning and running S 89° 14' 46" E a distance of 100.00 feet to a point; thence, turning and running N 03° 49' 15" W a distance of 180.00 feet to the point of beginning.

Containing 0.397 Acres.

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Phase 76

Beginning at a point at the northwest corner of Phase 75; thence, running S 75° 44' 01" W a distance of 61.20 feet to a point; thence, turning and running N 63° 23' 37" W a distance of 52.00 feet to a point; thence, turning and running S 00° 52' 51" E a distance of 157.80 feet to a point, thence, turning and running S 89° 14' 46" E a distance of 122.00 feet to a point; thence, turning and running N 07° 01' 06" W a distance of 152.32 feet to the point of beginning.  
Containing 0.379 Acres.

Phase 77

Beginning at a point at the Southwest corner of Phase 76; thence, running S 00° 52' 51" E a distance of 74.70 feet to a point; thence, turning and running S 56° 54' 29" E a distance of 281.56 feet to a point; thence, turning and running N 03° 49' 15" W a distance of 226.00 feet to a point; thence, turning and running N 89° 14' 46" W a distance of 222.00 feet to the point of beginning.  
Containing 0.774 Acres.

Phase 78

Beginning at a point at the Southeast corner of Phase 77; thence, running N 56° 54' 29" W a distance of 281.56 feet to a point; thence, turning and running S 21° 51' 46" E a distance of 411.77 feet to a point; thence, turning and running in an easterly direction along a curve having a radius of 255.00 feet a distance of 141.96 feet to a point; thence, turning and running N 03° 49' 15" W a distance of 159.83 feet to the point of beginning.  
Containing 0.931 Acres.

Phase 79

Beginning at a point at the northwest corner of Phase 78; thence, running S 59° 09' 48" W a distance of 149.72 feet to a point; thence, turning and running S 29° 22' 59" E a distance of 165.42 feet to a stone bound; thence, turning and running S 51° 13' 18" E a distance of 257.49 feet to a point; thence, turning and running N 21° 51' 46" W a distance of 411.77 feet to the point of beginning.  
Containing 0.881 Acres.

Phase 80

Beginning at a point at the northwest corner of Phase 77; thence, running S 00° 52' 51" E a distance of 74.70 feet to a point; thence, turning and running S 59° 09' 48" W a distance of 149.72 feet to a point; thence, turning and running N 29° 22' 59" W a distance of 188.00 feet to a point; thence, turning and running S 86° 46' 29" E a distance of 220.00 feet to the point of beginning.  
Containing 0.511 Acres.

Phase 81

Beginning at a point at the northwest corner of Phase 80; thence, running N 29° 22' 59" W a distance of 52.00 feet to a

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point; thence, turning and running N 78° 25' 50" E a distance of 152.91 feet to a point; thence, turning and running N 22° 11' 40" E a distance of 104.00 feet to a point; thence, turning and running S 63° 23' 37" E a distance of 60.00 feet to a point; thence, turning and running S 00° 52' 51" E a distance of 157.80 feet to a point; thence, turning and running N 86° 46' 29" W a distance of 220.00 feet to the point of beginning.

Containing 0.538 Acres.

Phase 82

Beginning at a point at the northwest corner of Phase 81, thence, turning and running N 29° 22' 59" W a distance of 46.00 feet to a point; thence, turning and running N 50° 10' 23" E a distance of 94.00 feet to a point; thence, turning and running N 34° 42' 38" E a distance of 138.00 feet to a point; thence, turning and running S 35° 03' 37" E a distance of 106.00 feet to a point; thence, turning and running S 22° 11' 40" W a distance of 104.00 feet to a point; thence, turning and running S 78° 25' 50" W a distance of 152.91 feet to the point of beginning.

Containing 0.503 Acres.

Phase 83

Beginning at a point at the Northwest corner of Phase 82; thence, running N 29° 22' 59" W a distance of 116.00 feet to a point; thence, turning and running N 70° 44' 24" E a distance of 220.00 feet to a point; thence, turning and running S 34° 42' 38" W a distance of 138.00 feet to a point; thence, turning and running S 55° 10' 23" W a distance of 94.00 feet to the point of beginning.

Containing 0.328 Acres.

Phase 84

Beginning at a point at the Northwest corner of Phase 83; thence, running N 29° 22' 59" W a distance of 126.00 feet to a point; thence, turning and running N 60° 37' 01" E a distance of 56.00 feet to a point; thence, turning and running S 73° 39' 43" E a distance of 230.00 feet to a point; thence, turning and running S 70° 44' 24" W a distance of 220.00 feet to the point of beginning.

Containing 0.419 Acres.

Phase 85

Beginning at a point at the Northwest corner of Phase 84; thence, running N 60° 37' 01" E a distance of 182.00 feet to a point; thence, turning and running S 21° 58' 12" W a distance of 166.06 feet to a point; thence, turning and running N 73° 39' 43" W a distance of 230.00 feet to the point of beginning.

Containing 0.344 Acres.

Phase 86

Beginning at a point at the Northeasterly corner of Phase 85; thence, running N 60° 37' 01" E a distance of 315.95 feet to a point; thence, turning and running in a southeasterly direction along a curve having a radius of 355.00 feet a distance of 83.08 feet to a point; thence, turning and running S 47° 13' 40" W a distance of 354.70 feet to a point; thence, turning and running

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N 21° 58' 12" W a distance of 166.06 feet to the point of beginning.

Containing 0.928 Acres.

Phase 87

Beginning at a point at the Northeast Corner of Phase 82; thence, running S 35° 03' 37" E a distance of 106.00 feet to a point; thence, turning and running S 63° 23' 37" E a distance of 112.00 feet to a point; thence, turning and running N 12° 02' 16" W a distance of 244.16 feet to a point; thence, turning and running S 47° 13' 40" W a distance of 150.00 feet to the point of beginning.

Containing 0.426 Acres.

Phase 88

Beginning at a point at the Southeast corner of Phase 87; thence, running N 75° 44' 01" E a distance of 171.20 feet to a point; thence, turning and running N 19° 05' 18" W a distance of 92.00 feet to a point; thence, turning and running S 65° 07' 48" W a distance of 40.00 feet to a point; thence, turning and running S 82° 11' 14" W a distance of 121.10 feet to a point; thence, turning and running S 12° 02' 16" E a distance of 98.00 feet to the point of beginning.

Containing 0.344 Acres.

Phase 89

Beginning at a point at the Northwesterly corner of Phase 88; thence, running N 82° 11' 14" E a distance of 121.10 feet to a point; thence, turning and running N 65° 07' 48" E a distance of 16.00 feet to a point; thence, turning and running N 41° 21' 45" W a distance of 200.00 feet to a point; thence, turning and running S 47° 13' 40" W a distance of 44.70 feet to a point; thence, turning and running S 12° 02' 16" E a distance of 146.16 feet to the point of beginning.

Containing 0.338 Acres.

Phase 90

Beginning at a point at the northeasterly corner of Phase 88; thence, running N 05° 15' 51" W a distance of 233.61 feet to a point; thence, turning and running in a northwesterly direction along a curve having a radius of 355.00 feet a distance of 22.00 feet to a point; thence, turning and running S 47° 13' 40" W a distance of 160.00 feet to a point; thence, turning and running S 41° 21' 45" E a distance of 200.00 feet to a point; thence, turning and running N 65° 07' 48" E a distance of 24.00 feet to the point of beginning.

Containing 0.470 Acres.

Phase 91

Beginning at a point at the Northeasterly corner of Phase 75; thence, running N 75° 44' 01" E a distance of 90.00 feet to a point; thence, turning and running in an northerly direction along a curve having a radius of 355.00 feet a distance of 106.58 feet to a point; thence, running in a northwesterly direction along a curve having a radius of 170.00 feet a distance of 173.57 feet to a point; thence, turning and running

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S 05° 15' 51" E a distance of 233.61 feet to a point; thence, turning and running S 19° 05' 18" E a distance of 92.00 feet to the point of beginning.

Containing 0.622 Acres.

Phase 92

Beginning at a point at the Northwestern corner of Phase 86; thence, running S 85° 54' 25" W a distance of 371.59 feet to a point; thence, turning and running S 36° 34' 22" E a distance of 160.00 feet to a point; thence, turning and running N 60° 37' 01" E a distance of 315.95 feet to the point of beginning.

Containing 0.576 Acres.

Phase 93

Beginning at a point of the Southerly corner of Phase 92; thence, running N 36° 34' 22" W a distance of 160.00 feet to a point; thence, turning and running S 20° 44' 05" W a distance of 247.57 feet to a point; thence, turning and running N 60° 37' 01" E a distance of 210.00 feet to the point of beginning.

Containing 0.383 Acres.

Phase 94

Beginning at a point at the Northerly corner of Phase 93; thence, running S 67° 29' 09" W a distance of 219.55 feet to a point; thence, turning and running S 29° 22' 59" E a distance of 185.00 feet to a point; thence, turning and running N 60° 37' 01" E a distance of 28.00 feet to a point; thence, turning and running N 20° 44' 06" E a distance of 247.57 feet to the point of beginning.

Containing 0.514 Acres.

Phase 95

Beginning at a point at the Northerly corner of Phase 94; thence, running N 20° 44' 06" E a distance of 83.95 feet to a point; thence, turning and running S 78° 55' 49" W a distance of 298.50 feet to a point; thence, turning and running S 30° 12' 21" E a distance of 27.66 feet to a drill hole; thence, running S 29° 55' 02" E a distance of 63.26 feet to a stone bound; thence, running S 29° 22' 59" E a distance of 30.45 feet to a point; thence, turning and running N 67° 29' 09" E a distance of 219.55 feet to the point of beginning.

Containing 0.547 Acres.

Phase 96

Beginning at a point at the Southeasterly corner of Phase 95; thence, running N 20° 44' 06" E a distance of 127.95 feet to a point; thence, turning and running S 67° 39' 31" E a distance of 260.86 feet to a point; thence, turning and running S 85° 54' 25" W a distance of 287.31 feet to the point of beginning.

Containing 0.383 Acres.

Phase 97

Beginning at a point at the Northeasterly corner of Phase 95; thence, running N 20° 44' 06" E a distance of 44.0 feet to a point; thence, turning and running N 84° 05' 54" W a distance of 206.49 feet to a point; thence, turning and running S 40° 45'

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00" W a distance of 158.00 feet to a point; thence, turning and running N 78° 55' 49" E a distance of 298.50 feet to the point of beginning.

Containing 0.435 Acres.

Phase 98

Beginning at a point at the Northeastly corner of Phase 97; thence, running N 49° 15' 00" W a distance of 169.46 feet to a point; thence, turning and running S 40° 45' 00" W a distance of 117.99 feet to a point; thence, turning and running N 84° 05' 54" E a distance of 206.49 feet to the point of beginning.

Containing 0.229 Acres.

Phase 99

Beginning at a point at the Southwesterly corner of Phase 99; thence, running N 40° 45' 00" E a distance of 126.01 feet to a point; thence, turning and running S 12° 36' 51" E a distance of 211.17 feet to a point; thence turning and running N 49° 15' 00" W a distance of 169.46 feet to the point of beginning.

Containing 0.245 Acres.

Phase 100

Beginning at a point at the Southwesterly corner of Phase 100; thence, running N 40° 45' 00" E a distance of 82.24 feet to a point; thence, turning and running S 12° 36' 51" E a distance of 159.97 feet to a point; thence, turning and running S 20° 44' 06" W a distance of 120.05 feet to a point; thence, turning and running N 12° 36' 51" W a distance of 211.17 feet to the point of beginning.

Containing 0.281 Acres.

Phase 101

Beginning at a point at the Southwesterly corner of Phase 101; thence, turning and running N 20° 44' 06" E a distance of 120.05 feet to a point; thence, turning and running S 67° 39' 31" E a distance of 266.90 feet to a point; thence turning and running in a southeasterly direction along a curve on the west side of Glencliff Way, having a radius of 355.00 feet a distance of 110.45 feet to a point; thence, turning and running S 85° 54' 25" W a distance of 84.28 feet to a point; thence, turning and running N 67° 39' 31" W a distance of 260.86 feet, to the point of beginning.

Containing 0.823 Acres.

Phase 102

Beginning at a point at the Westerly corner of Phase 102; thence, running S 69° 40' 21" E a distance of 207.25 feet to a point; thence, turning and running S 58° 07' 16" W a distance of 35.00 feet to a point; thence, turning and running S 22° 20' 29" W a distance of 110.00 feet to a point; thence, turning and running N 67° 39' 31" W a distance of 95.00 feet to a point; thence turning and running N 12° 36' 51" W a distance of 159.97 feet to the point of beginning.

Containing 0.444 Acres.

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Phase 103

Beginning at a point at the Southwesterly corner of Phase 103; thence, running N 22° 20' 29" E a distance of 110.00 feet to a point; thence, turning and running N 58° 07' 16" E a distance of 143.80 feet to a point; thence, turning in a southeasterly direction along a curve; on the west side of Glenclyff Way, having a radius of 355.00 feet, a distance of 303.60 to a point; thence, turning and running N 67° 39' 31" W a distance of 171.90 feet to the point of beginning.  
Containing 0.595 Acres.

Phase 104

Beginning at a point at the westerly corner of phase 104; thence, running N 40° 45' 00" E a distance of 133.07 feet to a point; thence turning and running S 31° 52' 44" E a distance of 203.50 feet to a point; thence, turning and running N 69° 40' 21" W a distance of 207.25 feet to the point of beginning.  
Containing 0.297 Acres.

Phase 105

Beginning at a point at the westerly corner of phase 105; thence, running N 40° 45' 00" E a distance of 143.87 feet to a point; thence, turning and running S 01° 20' 18" E a distance of 181.65 feet to a point; thence, turning and running S 31° 52' 44" E a distance of 90.00 feet to a point; thence turning and running S 58° 07' 16" W a distance of 45.00 feet to a point; thence, turning and running N 31° 52' 44" W a distance of 203.50 feet to the point of beginning.  
Containing 0.353 Acres.

Phase 106

Beginning at a point at the Northwesterly corner of phase 106; thence, running S 43° 40' 47" E a distance of 251.77 feet to a point; thence, turning and running S 58° 07' 16" W a distance of 143.80 feet to a point; thence, turning and running N 31° 52' 44" W a distance of 90.00 feet to a point; thence, turning and running N 01° 20' 18" W a distance of 181.65 feet to the point of beginning.  
Containing 0.502 Acres.

Phase 107

Beginning at a point at the Northerly corner of Phase 106; thence, running N 63° 54' 14" E a distance of 120.00 feet to a point; thence, turning and running S 15° 43' 18" E a distance of 244.00 feet to a point; thence, turning and running N 43° 40' 47" W a distance of 251.77 feet to the point of beginning.  
Containing 0.331 Acres.

Phase 108

Beginning at a point at the westerly corner of Phase 107; thence, running N 00° 35' 00" E a distance of 166.37 feet to a point; thence, turning and running N 79° 30' 00" E a distance of 55.00 feet to a point; thence, turning and running S 22° 48' 54" E a distance of 134.09 feet to a point; thence, turning and running S 63° 54' 14" W a distance of 120.00 feet to the point of beginning.  
Containing 0.287 Acres.

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Phase 109

Beginning at a point at the northeasterly corner of Phase 108; thence, running N 79° 30' 00" E a distance of 90.00 feet to a point; thence, turning and running S 09° 51' 53" E a distance of 134.26 feet to a point; thence, turning and running S 82° 36' 00" W a distance of 60.00 feet to a point; thence, turning and running N 22° 48' 54" W a distance of 134.09 feet to the point of beginning.

Containing 0.228 Acres.

Phase 110

Beginning at a point at the Northeasterly corner of Phase 109; thence, running N 79° 30' 00" E a distance of 30.00 feet to a point; thence, turning and running S 68° 07' 43" E a distance of 97.62 feet to a point; thence, turning and running S 21° 52' 17" W a distance of 100.91 feet to a point; thence, turning and running S 82° 36' 00" W a distance of 60.00 feet to a point; thence, turning and running N 09° 51' 53" W a distance of 134.26 feet to the point of beginning.

Containing 0.253 Acres.

Phase 111

Beginning at a point at the southwesterly corner of Phase 109; thence, running N 82° 36' 00" E distance of 120.00 feet to a point; thence, turning and running S 18° 19' 16" E a distance of 170.00 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 355.00 feet a distance of 139.52 feet to a point; thence, turning and running N 15° 43' 18" W a distance of 244.00 feet to the point of beginning.

Containing 0.570 Acres.

Phase 112

Beginning at a point at the northeasterly corner of Phase 110; thence, running S 68° 07' 43" E a distance of 47.45 feet to a point; thence, turning and running S 22° 30' 00" E a distance of 113.75 feet to a point; thence, turning and running S 67° 30' 00" W a distance of 109.95 feet to a point; thence, turning and running N 18° 19' 16" W a distance of 75.00 feet to a point, thence, turning and running N 21° 52' 17" E a distance of 100.91 feet to the point of beginning.

Containing 0.286 Acres.

Phase 113

Beginning at a point at the Northeasterly corner of Phase 134; thence, running in a southwesterly direction along a curve having a radius of 345.00 feet a distance of 99.65 feet; thence, running in a southwesterly direction along a curve having a radius of 355.00 feet a distance of 19.55 feet to a point; thence, turning and running N 18° 19' 16" W a distance of 95.00 feet to a point; thence, turning and running N 67° 30' 00" E a distance of 109.95 feet to a point; thence, turning and running S 22° 30' 00" E a distance of 73.77 feet to the point of beginning.

Containing 0.227 Acres.

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Phase 114

Beginning at a point at the Northwestern corner of Phase 133; thence, running N 22° 30' 00" W a distance of 187.52 feet to a point; thence, turning and running S 58° 20' 00" E a distance of 165.62 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 345.00 feet a distance of 111.10 feet to the point of beginning.  
Containing 0.216 acres

Phase 115

Beginning at a point at the Northerly corner of Phase 114; thence, running N 54° 16' 22" E a distance of 63.13 feet to a point; thence, turning and running S 68° 00' 00" E a distance of 130.61 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 345.00 feet a distance of 81.39 feet to a point; thence, turning and running N 58° 20' 00" W a distance of 165.62 feet to the point of beginning.  
Containing 0.236 Acres.

Phase 116

Beginning at a point at the Northeastly corner of Phase 115; thence, running N 54° 16' 22" E a distance of 100.00 feet to a point; thence, turning and running S 64° 20' 00" E a distance of 65.92 feet to a point; thence, running in a Southwesterly direction along a curve having a radius of 280.00 feet a distance of 45.19 feet; thence, running in a Southwesterly direction along a curve having a radius of 345.00 feet a distance of 36.03 feet to a point; thence, turning and running N 68° 00' 00" W a distance of 130.61 feet to the point of beginning.

Containing 0.186 Acres.

Phase 117

Beginning at a point at the Northwestern corner of Phase 130; thence, running N 46° 50' 00" W a distance of 107.69 feet to a point; thence, turning and running N 31° 30' 00" E a distance of 77.00 feet to a point; thence, turning and running S 68° 20' 00" E a distance of 141.26 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 280.00 feet a distance of 128.57 feet to the point of beginning.

Containing 0.266 acres

Phase 118

Beginning at a point at the northeasterly corner of Phase 117; thence, running N 60° 00' 00" E a distance of 62.41 feet to a point; thence, running in a northeasterly direction along a curve having a radius of 345.00 feet a distance of 200.30 feet to a point; thence, turning and running S 83° 45' 45" W a distance of 128.95 feet to a point; thence, turning and running S 36° 31' 33" W a distance of 178.07 feet to a point; thence, turning and running S 68° 20' 00" E a distance of 47.88 feet to the point of beginning.

Containing 0.406 Acres.

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Phase 119

Beginning at a point at the southwesterly corner of Phase 118; thence, running N 36° 31' 33" E a distance of 178.07 feet to a point; thence, turning and running S 83° 45' 45" W a distance of 226.36 feet to a point; thence, turning and running S 21° 00' 00" E a distance of 90.00 feet to a point; thence, turning and running S 68° 20' 00" E a distance of 93.38 feet to the point of beginning.

Containing 0.411 Acres.

Phase 120

Beginning at a point at the northeasterly corner of Phase 119; thence, running S 83° 45' 45" W a distance of 226.36 feet to a point; thence, turning and running N 21° 00' 00" W a distance of 59.98 feet to a drill hole; thence, turning and running N 55° 22' 14" E a distance of 185.00 feet to a point; thence, turning and running S 34° 37' 46" E a distance of 165.92 feet to the point of beginning.

Containing 0.503 Acres.

Phase 121

Beginning at a point at the northeasterly corner of Phase 119; thence, turning and running N 36° 31' 34" E a distance of 193.89 feet to a point; thence, turning and running in a northwesterly direction along a curve having a radius of 538.50 feet a distance of 109.04 feet to an iron pipe; thence, turning and running S 55° 22' 14" W a distance of 149.15 feet to a point; thence, turning and running S 34° 37' 46" E a distance of 165.92 feet to the point of beginning.

Containing 0.522 Acres.

Phase 122

Beginning at a point at the Northeasterly corner of Phase 118; thence, turning and running N 26° 44' 07" E a distance of 119.25 feet to a point; thence, turning and running N 63° 15' 53" E a distance of 33.51 feet to a point; thence, running in a northwesterly direction along a curve having a radius of 538.50 feet a distance of 41.74 feet to a point; thence, turning and running S 36° 31' 34" W a distance of 193.89 feet to a point; thence, turning and running N 83° 45' 45" E a distance of 128.95 feet to the point of beginning.

Containing 0.313 Acres.

Phase 123

Beginning at a point at the Northerly corner of Phase 126; thence, turning and running N 42° 40' 00" W a distance of 175.21 feet to a point; thence, turning and running in a Northeasterly direction along a curve having a radius of 345.00 a distance of 106.60 feet to a point; thence, running N 26° 44' 07" E a distance of 119.25 feet to a point; thence, turning and running S 63° 15' 53" E a distance of 120.90 feet to a point; thence, turning and running S 21° 23' 02" W a distance 287.06 feet to the point of beginning.

Containing 0.801 acre

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Phase 124

Beginning at a point at the Northerly corner of Phase 126; thence, running N 68° 14' 39" E a distance of 282.03 feet to a point; thence, turning and running N 28° 47' 40" W a distance of 131.83 feet to a point; thence, turning and running N 63° 15' 53" W a distance of 105.00 feet to a point; thence, turning and running S 21° 23' 02" W a distance of 287.06 feet to the point of beginning.

Containing 0.768 acres

Phase 125

Beginning at a point at the Easterly corner of Phase 126; thence, running N 42° 40' 00" W a distance of 145.00 feet to a point; thence, turning and running N 68° 14' 39" E a distance of 282.03 feet to a point; thence, turning and running S 28° 47' 40" E a distance of 62.00 feet to a point; thence, turning and running S 50° 58' 55" W a distance of 249.09 feet to the point of beginning.

Containing 0.613 acres

Phase 126

Beginning at a point at the Southeasterly corner of Phase 130; thence, running N 50° 58' 55" E a distance of 228.00 feet to a point; thence, turning and running N 42° 40' 00" W a distance of 145.00 feet to a point; thence, turning and running S 42° 19' 54" W a distance of 178.97 feet to a point; thence, turning and running S 19° 27' 43" E a distance of 125.00 feet to the point of beginning.

Containing 0.605 acres

Phase 127

Beginning at a point at the Westerly corner of Phase 126; thence, running N 19° 27' 43" W a distance of 102.00 feet to a point; thence, turning and running N 66° 55' 23" E a distance of 146.58 feet to a point; thence, turning and running S 42° 40' 00" E a distance of 29.00 feet to a point; thence, turning and running S 42° 19' 54" W a distance of 178.97 feet to the point of beginning.

Containing 0.231 acres

Phase 128

Beginning at a point at the Westerly corner of Phase 127; thence, running N 66° 55' 23" E a distance of 146.58 feet to a point; thence, turning and running N 42° 40' 00" W a distance of 146.21 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 345.00 feet a distance of 93.70 feet; thence, turning and running S 19° 27' 43" E a distance of 114.26 feet to the point of beginning.

Containing 0.344 acres

Phase 129

Beginning at a point at the Northeasterly corner of Phase 130; thence, running N 19° 27' 43" W a distance of 216.26 feet to a point; thence turning and running S 60° 00' 00" W a distance of 62.41 feet to a point; thence, running in a Southwesterly direction along a curve having a radius of 280.00 feet a distance of 128.57 feet to a point; thence, turning and

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running S 68° 40' 24" E a distance of 235.18 feet to the point of beginning.

Containing 0.477 acres

Phase 130

Beginning at a point at the Northeasterly corner of Phase 131; thence, running N 64° 20' 00" W a distance of 324.08 feet to a point; thence, turning and running in a Northeasterly direction along a curve having a radius of 280.00 feet a distance of 70.58 feet to a point; thence, turning and running S 68° 40' 24" E a distance of 235.18 feet to a point; thence, turning and running S 19° 27' 43" E a distance of 125.00 feet to the point of beginning.

Containing 0.520 Acres.

Phase 131

Beginning at a point at the Northeasterly corner of Phase 132; thence, running N 67° 20' 00" W a distance of 265.31 feet to a point; thence, turning and running in a Northeasterly direction along a curve having a radius of 345.00 feet a distance of 55.04 feet to a point; thence, running in a Northeasterly direction along a curve having a radius of 280.00 feet a distance of 45.19 feet to a point; thence, turning and running S 64° 20' 00" E a distance of 324.08 feet to a point; thence, turning and running S 50° 58' 55" W a distance of 93.34 feet to the point of beginning.

Containing 0.616 acres

Phase 132

Beginning at a point at the Northeasterly corner of Phase 133; thence, running in a Northeasterly direction along a curve having a radius of 345.00 feet a distance of 93.55 feet to a point; thence, turning and running S 67° 20' 00" E a distance of 265.31 feet to a point; thence, turning and running S 50° 58' 55" W a distance of 155.00 feet to a point; thence, turning and running N 55° 00' 00" W a distance of 203.38 feet to the point of beginning.

Containing 0.627 acres

Phase 133

Beginning at a point at the Southeasterly corner of Phase 134; thence, running N 60° 00' 00" E a distance of 90.86 feet to a point; thence, turning and running N 30° 19' 50" W a distance of 81.26 feet to a point; thence, turning and running N 55° 00' 00" W a distance of 203.38 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 345.00 feet a distance of 79.92 feet to a point; thence, turning and running S 46° 30' 00" E a distance of 250.35 feet to the point of beginning.

Containing 0.582 acres

Phase 134

Beginning at a point at the Southeasterly corner of Phase 135; thence, running N 60° 00' 00" E a distance of 86.00 feet to a point; thence turning and running N 46° 30' 00" W a distance of 250.35 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 345.00

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feet a distance of 53.71 feet to a point; thence, turning and running S 39° 20' 00" E a distance of 236.08 feet to the point of beginning.

Containing 0.381 acres

Phase 135

Beginning at a point at the Southeasterly corner of Phase 136; thence, running N 33° 50' 00" W a distance 235.02 feet to a point; thence, turning and running in a Northeasterly direction along a curve having a radius of 355.00 a distance of 19.55 feet to a point; thence, running in a Northeasterly direction along a curve having a radius of 345.00 feet a distance of 45.94 feet to a point; thence S 39° 20' 00" E a distance of 236.08 feet to a point; thence, turning and running S 60° 00' 00" W a distance of 88.00 feet to the point of beginning.

Containing 0.410 acres

Phase 136

Beginning at a point at the Northeasterly corner of Phase 137; thence, running N 60° 00' 00" E a distance of 70.00 feet to a point; thence, turning and running N 33° 50' 00" W a distance of 235.02 feet to a point; thence, turning and running in a Southwesterly direction along a curve having a radius of 355.00 feet a distance of 139.52 feet to a point; thence, turning and running S 51° 20' 00" E a distance of 226.12 feet to the point of beginning.

Containing 0.556 acres

Phase 137

Beginning at a point at the Northwesterly corner of Phase 138; thence, running in a Northeasterly direction along a curve with a radius of 355.00 feet a distance of 132.31 feet to a point; thence, turning and running S 51° 20' 00" E a distance of 226.12 feet to a point; thence, turning and running S 60° 00' 00" W a distance of 60.00 feet to a point; thence, turning and running N 73° 30' 00" W a distance of 194.67 feet to the point of beginning.

Containing 0.445 acres

Phase 138

Beginning at a point at the Northwesterly corner of Phase 139; thence, running in a Northeasterly direction along a curve having a radius of 355.00 feet a distance of 171.29 feet to a point; thence, turning and running S 73° 30' 00" E a distance of 194.67 feet to a point; thence, turning and running S 60° 00' 00" W a distance of 228.00 feet to the point of beginning.

Containing 0.396 acres

Phase 139

Beginning at a point at the Northwesterly corner of Phase 140; thence, running S 11° 40' 00" E a distance of 140.66 feet to a point; thence, turning and running S 67° 42' 09" W a distance of 190.30 feet to a point; thence, turning and running in a Northerly direction along a curve having a radius of 355.00 feet a distance of 110.45 feet to a point; thence, turning and running N 60° 00' 00" E a distance of 212.00 feet to the point

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of beginning.  
Containing 0.572 acres

Phase 140

Beginning at a point at the Northwestern corner of Phase 141; thence, running S 60° 00' 00" W a distance of 87.59 feet to a point; thence turning and running S 11° 40' 00" E a distance of 140.66 feet to a point; thence, turning and running N 80° 00' 00" E a distance of 76.64 feet to a point; thence, turning and running N 09° 28' 14" W a distance of 170.57 feet to the point of beginning.

Containing 0.284 acres

Phase 141

Beginning at a point at the Northwestern corner of Phase 142; thence, running S 60° 00' 00" W a distance of 91.41 feet to a point; thence, turning and running S 09° 28' 14" E a distance of 308.57 feet to a point; thence, turning and running N 81° 00' 00" E a distance of 51.00 feet to a point; thence, turning and running N 10° 49' 03" W a distance of 84.61 feet to a point; thence, running N 01° 21' 00" W a distance of 259.05 feet to the point of beginning.

Containing 0.462 acres

Phase 142

Beginning at a point at the Northeastly corner of Phase 143; thence, running N 30° 39' 40" W a distance of 81.89 feet to a point; thence, turning and running S 60° 00' 00" W a distance of 231.86 feet to a point; thence, turning and running S 01° 21' 00" E a distance of 259.05 feet to a point; thence, turning and running N 37° 50' 00" E a distance of 385.50 feet to the point of beginning.

Containing 0.942 acres

Phase 143

Beginning at a point at the Northeastly corner of Phase 144; thence, running N 30° 39' 40" W a distance of 243.00 feet to a point; thence, turning and running S 37° 50' 00" W a distance of 385.50 feet to a point; thence, turning and running N 75° 10' 00" E a distance of 372.80 feet to the point of beginning.

Containing 1.000 acres

Phase 144

Beginning at a point at the Northeastly corner of Phase 150; thence, running N 30° 39' 40" W a distance of 22.94 feet to a point; thence, turning and running S 75° 10' 00" W a distance of 372.80 feet to a point; thence, turning and running S 10° 49' 03" E a distance of 84.61 feet to a point; thence, turning and running N 81° 00' 00" E a distance of 122.00 feet to a point; thence, turning and running N 59° 20' 20" E a distance of 274.00 feet to the point of beginning.

Containing 0.605 acres

Phase 145

Beginning at a point at the Southwesterly corner of Phase

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141; thence, running N 09° 28' 14" W a distance of 138.00 feet to a point; thence, turning and running S 80° 00' 00" W a distance of 76.64 feet to a point; thence, running S 67° 42' 09" W a distance of 190.30 feet to a point; thence, turning and running in a Southeasterly direction along a curve having a radius of 355.00 feet a distance of 105.08 feet to a point; thence, turning and running N 81° 00' 00" E a distance of 214.65 feet to the point of beginning.

Containing 0.686 acres

Phase 146

Beginning at the Northwestern corner of Phase 147; thence, running S 07° 27' 26" E a distance of 187.47 feet to a point; thence, turning and running S 84° 11' 34" W a distance of 222.65 feet to a point; thence, turning and running in a Northwesternly direction along a curve having a radius of 170.00 feet a distance of 173.58 feet to a point; thence, running in a Northwesternly direction along a curve having a radius of 355.00 feet a distance of 68.40 feet to a point; thence, turning and running N 81° 00' 00" E a distance of 326.65 feet to the point of beginning.

Containing 1.075 acres

Phase 147

Beginning at the Northwestern corner of Phase 148; thence, running S 81° 00' 00" W a distance of 61.00 feet to a point; thence, turning and running S 07° 27' 26" E a distance of 187.47 feet to a point; thence, turning and running N 84° 11' 34" E a distance of 141.00 feet to a point; thence, turning and running N 29° 56' 39" W a distance of 209.07 feet to the point of beginning.

Containing 0.440 acres

Phase 148

Beginning at a point at the Northwestern corner of Phase 149; thence, turning and running S 59° 20' 20" W a distance of 68.00 feet to a point; thence, turning and running S 29° 56' 39" E a distance of 209.07 feet to a point; thence, turning and running N 84° 11' 34" E a distance of 37.00 feet to a point; thence turning and running S 74° 30' 00" E a distance of 54.00 feet to a point; thence, turning and running N 30° 44' 22" W a distance of 263.55 feet to the point of beginning.

Containing 0.369 acres

Phase 149

Beginning at the Southwest corner of Phase 150; thence, running S 55° 27' 47" W a distance of 50.00 feet to a point; thence, turning and running N 30° 44' 22" W a distance of 155.00 feet to a point; thence, turning and running N 59° 20' 20" E a distance of 102.00 feet to a point; thence turning and running S 11° 45' 50" E a distance of 160.26 feet, to the point of beginning.

Containing 0.266 acres

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Phase 150

Beginning at a point at the Northeast corner of Phase 151; thence, running N 30° 39' 40" W a distance of 141.06 feet to a point; thence, turning and running S 59° 20' 20" W a distance of 104.00 feet to a point; thence, turning and running S 11° 45' 50" E a distance of 160.26 feet to a point; thence, turning and running N 55° 27' 47" E a distance of 156.26 feet to the point of beginning.

Containing 0.433 acres

Phase 151

Beginning at a point at the Northeasterly corner of Phase 152; thence, running N 30° 39' 40" W a distance of 166.00 feet to a point; thence, turning and running S 55° 27' 47" W a distance of 206.26 feet to a point; thence, turning and running S 84° 12' 01" E a distance of 255.87 feet to the point of beginning.

Containing 0.392 acres

Phase 152

Beginning at a point at the Northwesterly corner of Phase 72; thence, running S 74° 30' 00" E a distance of 296.00 feet to a point; thence, turning and running N 30° 22' 43" W a distance of 126.00 feet to a hub; thence, running N 30° 39' 40" W a distance of 44.00 feet to a point; thence, turning and running N 84° 12' 01" W a distance of 255.87 feet to a point; thence, turning and running S 30° 44' 22" E a distance of 108.55 feet to the point of beginning.

Containing 0.658 acres

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APPENDIX D  
LEGAL DESCRIPTION OF  
NON-WITHDRAWABLE LAND

Phase 22 (Revised)

Beginning at the Southwesterly corner of the within described Phase 22; thence, running N 64 degrees 37' 08" E a distance of 180.00 feet to a point; thence, turning and running N 8 degrees 17' 44" W a distance of 103.75 feet to a point; thence, turning and running S 84 degrees 40' 00" W a distance of 128.09 feet to a point; thence, turning and running S 74 degrees 17' 36" W a distance of 61.22 feet to a point; thence, turning and running S 58 degrees 37' 53" W a distance of 32.56 feet to a point; thence turning and running S 26 degrees 22' 06" E a distance of 150.00 feet to the point of beginning.

Containing .614 acre

Phase 23 (Revised)

Beginning at the Southeast corner of the within described Phase 23 at the corner of Phase 22 and Phase 41; thence, N 08 degrees 17' 44" W a distance of 83.03 feet to a point; thence, turning and running S 85 degrees 07' 31" W a distance of 216.17 feet to a point; thence, turning and running S 06 degrees 50' 06" E a distance of 110 feet to a point; thence, turning and running N 58 degrees 37' 53" E a distance of 32.56 feet to a point; thence, turning and running N 74 degrees 17' 36" E a distance of 61.22 feet to a point; thence, turning and running N 84 degrees 40' 00" E a distance of 128.09 feet to the point of beginning.

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Phase 41

Beginning at a point at the northeasterly corner of Phase 38; thence, running S 23 degrees 50' 00" E, a distance of 390.72 feet to a point; thence, running S 30 degrees 10' 00" E, a distance of 113.00 feet, to a point; thence, turning and running due east a distance of 302.30 feet, to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to the point of beginning.

Containing 2.224 acres

Phase 42

Beginning at a point at the northeasterly corner of Phase 41; thence, running S 54 degrees 24' 00" E a distance of 554.54 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 17.00 feet to a point; thence, running in a southwesterly direction along a curve having a radius of 405.00 feet a distance of 177.63 feet to a point; thence, turning and running N 48 degrees 38' 30" W a distance of 250.00 feet to a point; thence, running N 29 degrees 05' 50" W a distance of 382.54 feet to the point of beginning.

Containing 1.533 acres

M5103 161284



Phase 43

Beginning at the northerly point of Phase 42; thence, running S 54 degrees 24' 00" E a distance of 429.54 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance of 354.64 feet to a point; thence, turning and running N 47 degrees 20' 13" W a distance of 50 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 445.96 feet to the point of beginning.

Containing 2.057 acres

Phase 44

Beginning at the southwesterly corner of Phase 45; thence, running S 73 degrees 29' 00" W a distance of 120.00 feet to a point; thence, running S 61 degrees 42' 26" W a distance of 174.40 feet to a point; thence, turning and running in a northeasterly direction along a curve having a radius of 405.00 feet a distance of 370.09 feet to a point; thence, continuing in a northeasterly direction along a curve having a radius of 530.00 feet a distance of 77.00 feet to a point; thence, turning and running S 38 degrees 39' 44" E a distance of 356.15 feet to the point of beginning.

Containing 1.747 acres

5103 161285

Phase 45

Beginning at a point at the northeasterly corner of Phase 44; thence, running S 38 degrees 39' 44" E a distance of 356.15 feet to a point; thence, turning and running N 73 degrees 29' 00" E a distance of 92.00 feet to a point; thence, turning and running N 05 degrees 56' 00" W a distance of 141.00 feet to a point; thence, turning and running N 34 degrees 05' 59" W a distance of 266.95 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 183.70 feet to the point of beginning.

Containing 1.388 acres

Phase 46

Beginning at a point at the northeasterly corner of Phase 45; thence, running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 243.70 feet to a point; thence, turning and running N 54 degrees 24' 00" W a distance of 125.00 feet to a point; thence, turning and running N 22 degrees 28' 40" E a distance of 130.00 feet to a point; thence, turning and running S 80 degrees 58' 28" E a distance of 239.98 feet to the point of beginning.

Containing 0.632 acres

BK 5103 Pg 1286

Phase 47

Beginning at a point at the northeasterly corner of Phase 46; thence, running N 22 degrees 28' 40" E a distance of 224.64 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 313.94 feet to a point; thence, turning and running in a southwesterly direction along a curve having a radius of 530.00 feet a distance of 86.18 feet to a point; thence, turning and running N 80 degrees 58' 25" W a distance of 239.98 feet to the point of beginning.

Containing 0.880 acres

Phase 48

Beginning at a point at the southeasterly corner of Phase 47; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 70.00 feet to a point; thence, turning and running N 18 degrees 24' 09" W a distance of 331.37 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 260.00 feet to a point; thence, turning and running S 47 degrees 20' 13" E a distance of 393.94 feet to the point of beginning.

Containing 1.283 acres

MS103 P61287

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Phase 49

Beginning at a point at the southeasterly corner of Phase 48; thence, running in a northeasterly direction along a curve having a radius of 270.00 feet a distance of 107.89 feet to a point; thence, turning and running N 34 degrees 45' 00" E a distance of 90.00 feet; thence, turning and running in a northeasterly direction along a curve having a radius of 255.00 feet, a distance of 25.00 feet; thence, turning and running N 51 degrees 13' 18" W a distance of 257.49 feet to a point; thence, turning and running S 72 degrees 48' 03" W a distance of 50.00 feet to a point; thence, turning and running S 18 degrees 24' 09" E a distance of 331.37 feet to the point of beginning.

Containing 0.877 acres

MS103 P81288

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Phase 50

Beginning at a point at the Southwest corner of Phase 44; thence, running N 72 degrees 38'35" E a distance of 60.00 feet to a point; thence, turning and running in a Southerly direction along a curve having a radius of 345.00 feet a distance of 40.00 feet to a point; thence, running in a Southwesterly direction along a curve having a radius of 290.00 feet a distance of 149.05 feet to a point; thence, turning and running S 78 degrees 00'00" W a distance of 206.81 feet to a point; thence, turning and running N 14 degrees 30'00" W a distance of 291.37 feet to a point; thence, turning and running N 84 degrees 46'12" E a distance of 164.95 feet to a point; thence, turning and running in a Southerly direction along a curve having a radius of 405.00 feet a distance of 90.88 feet to the point of beginning.

Containing 1.286 acres.

Phase 51

Beginning at a point at the Southwesterly corner of Phase 50; thence, running S 78 degrees 00'00" W a distance of 179.34 feet to a point; thence, turning and running N 09 degrees 00'00" W a distance of 309.38 feet to a point; thence, turning and running N 84 degrees 46'12" E a distance of 151.50 feet to a point; thence, turning and running S 14 degrees 30'00" E a distance of 291.37 feet to the point of beginning.

Containing 1.136 acres.

Phase 52

BS103 161289

Beginning at a point at the Southwesterly corner of Phase 51; thence, running N 09 degrees 00'00" W a distance of 309.38 feet to a point; thence, turning and running S 84 degrees 46'12" W a distance of 100.96 feet to a point; thence, turning and running S 59 degrees 20'00" W a distance of 169.22 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 361.73 feet to the point of beginning.

Containing 1.001 acres

Phase 53

Beginning at the Southerly corner of Phase 52; thence, running S 78 degrees 00'00" W a distance of 268.05 feet to a point; thence, turning and running N 11 degrees 00'00" E a distance of 217.18 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 271.16 feet to the point of beginning.

Containing 0.615 acres.

Phase 54

Beginning at a point at the Southwesterly corner of Phase 53; thence, running S 78 degrees 00'00" W a distance of 135.74 feet to a point; thence, turning and running N 29 degrees 04'27" W a distance of 201.72 feet to a point; thence, turning and running N 59 degrees 20'00" E a distance of 230.78 feet to a point; thence, turning and running S 54 degrees 30'00" E a distance of 90.57 feet to a point; thence, turning and running S 11 degrees 00'00" W a distance of 217.18 feet to the point of beginning.

Containing 1.155 acres.

Phase 55

MS103 Pg 1290

Beginning at a point at the Southwesterly corner of Phase 54; thence, running 29 degrees 04'27" E a distance of 201.28 feet to a hub in stones; thence, turning and running N 78 degrees 00'00" E a distance of 289.90 feet to a point; thence, turning and running N 12 degrees 00'00" W a distance of 192.41 feet to a point; thence, turning and running S 78 degrees 00'00" W a distance of 349.00 feet to the point of beginning.

Containing 1.411 acres.

Phase 56

Beginning at a hub in stones at the Southwesterly corner of Phase 55; thence, running N 78 degrees 00'00" E a distance of 289.90 feet to a point; thence, turning and running S 12 degrees 00'00" E a distance of 331.94 feet to a point; thence, turning and running S 50 degrees 00'00" W a distance of 254.53 feet to a point; thence, turning and running N 19 degrees 05'38" W a distance of 89.91 feet to a hub; thence, running N 20 degrees 39'09" W a distance of 353.01 feet to a stone bound; thence, running N 16 degrees 05'08" W a distance of 13.25 feet to the point of beginning.

Containing 2.354 acres.

Phase 57

Beginning at a point at the Southeasterly corner of Phase 56; thence, running N 12 degrees 00'00" W a distance of 524.35 feet to a point; thence, turning and running N 78 degrees 00'00" E a distance of 170.00 feet to a point; thence, turning and running S 12 degrees 00'00" E a distance of 433.97 feet to a point; thence, turning and running S 50 degrees 00'00" W a distance of 192.54 feet to the point of beginning.

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Containing 1.870 acres.

Phase 58

Beginning at a point at the Southeasterly corner of Phase 57; thence, running N 50 degrees 00'00" E a distance of 272.86 feet to a point; thence, running in a Northerly direction along a curve having a radius of 220.00 feet a distance of 178.55 feet to a point; thence, running N 06 degrees 30'00" E a distance of 140.00 to a point; thence, turning and running S 78 degrees 00'00" W a distance of 270.95 feet to a point; thence, turning and running S 12 degrees 00'00" E a distance of 433.97 feet to the point of beginning.

Containing 1.993 acres.

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Phase 59

Beginning at a point at the Southeast corner of Phase 22; thence, running N 08 degrees 17'44" W a distance of 186.78 feet to a point; thence, turning and running N 83 degrees 45'00" E a distance of 81.37 feet to a point; thence, turning and running S 01 degrees 45'53" E a distance of 169.88 feet to a point; thence, turning and running S 75 degrees 30'46" W a distance of 20.00 feet to a point; thence, running S 64 degrees 37'08" W a distance of 44.06 feet to the point of beginning.

Containing 0.289 acres.

Phase 60

Beginning at a point at the Southeast corner of Phase 59; thence, running N 75 degrees 30'46" E a distance of 145.00 feet to a point; thence, turning and running N 47 degrees 28'54" W a distance of 197.57 feet to a point; thence, turning and running S 01 degrees 45'53" E a distance of 169.88 feet to the point of beginning.

Containing 0.276 acres.

Phase 61

Beginning at a point on the Southeasterly corner of Phase 60; thence, running N 75 degrees 30'46" E a distance of 111.21 feet to a point; thence, turning and running N 30 degrees 55'40" W a distance of 215.00 feet to a point; thence, turning and running S 61 degrees 07'49" W a distance of 163.06 feet to a point; thence, turning and running S 47 degrees 28'54" E a distance of 197.57 feet to the point of beginning.

Containing 0.614 acres.

Phase 62

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Beginning at the Northeasterly corner of Phase 61;  
thence, running N 30 degrees 55'40" W a distance of 70.23 feet  
to a stone bound; thence, running N 30 degrees 22'43" W a  
distance of 82.94 feet to a point; thence, turning and running S  
67 degrees 17'48" W a distance of 122.60 feet to a point;  
thence, turning and running S 16 degrees 30'00" E a distance of  
170.22 feet to a point; thence, turning and running N 61 degrees  
07'49" E a distance of 163.06 feet to the point of beginning.

Containing 0.524 acres.

Phase 63

Beginning at a point at the Northwesterly corner of Phase  
62; thence, running S 67 degrees 17'48" W a distance of 112.00  
feet to a point; thence, turning and running S 28 degrees 47'00"  
E a distance of 147.00 feet to a point; thence, turning and  
running N 83 degrees 45'00" E a distance of 81.37 feet to a  
point; thence, turning and running N 16 degrees 30'00" W a  
distance of 170.22 feet to the point of beginning.

Containing 0.344 acres.

Phase 64

Beginning at a point at the Northeasterly corner of Phase  
62; thence, running N 30 degrees 22'43" W a distance of 93.00  
feet to a point; thence, turning and running N 74 degrees 30'  
00" W a distance of 42.00 feet to a point; thence, turning and  
running S 28 degrees 47'00" E a distance of 64.14 feet to a  
point; thence, turning and running N 67 degrees 17'48" E a  
distance of 234.60 feet to the point of beginning.

Containing 0.492 acres.

Phase 65

W 5183 P1294

Beginning at a point at the Southwesterly corner of Phase 64; thence, running N 25 degrees 18'44" W a distance of 64.14 feet to a point; thence, running in a Northwesterly direction along a curve having a radius of 220.00 feet a distance of 226.01 feet to a point; thence, turning and running S 16 degrees 20'13" E a distance of 136.1 feet to a point; thence, turning and running N 88 degrees 30'00" E a distance of 84.00 feet to a point; thence, turning and running S 84 degrees 00'00" E a distance of 106.00 feet to the point of beginning.

Containing 0.469 acres.

Phase 66

Beginning at a point at the Southwesterly corner of Phase 65; thence, running N 16 degrees 20'13" W a distance of 136.11 feet to a point; thence, turning and running Westerly along a curve having a radius of 220.00 feet a distance of 89.15 feet to a point; thence, turning and running S 23 degrees 33'43" E a distance of 153.42 feet to a point; thence, turning and running N 57 degrees 30'00" E a distance of 72.00 feet to the point of beginning.

Containing 0.270 acres.

Phase 67

Beginning at the Southwesterly corner of Phase 66; thence, running S 57 degrees 30'00" W a distance of 49.00 feet to a point; thence, running S 53 degrees 02'00" W a distance of 22.00 feet to a point; thence, turning and running N 23 degrees 33'43" W a distance of 169.87 feet to a point; thence, turning and running N 69 degrees 30'00" E a distance of 69.91 feet to a point; thence, turning and running S 23 degrees 33'43" a

MS103 P1295

distance of 153.42 feet to the point of beginning.

Containing 0.258 acres.

Phase 68

Beginning at a point at the Southwesterly corner of Phase 67; thence, running N 23 degrees 33'43" W a distance of 169.87 feet to a point; thence, turning and running S 89 degrees 08'22" W a distance of 176.28 feet to a point; thence, turning and running Southeasterly along a curve having a radius of 355.00 feet a distance of 382.60 feet to a point; thence, turning and running N 53 degrees 02'00" E a distance of 103.00 feet to the point of beginning.

Containing 0.745 acres.

Phase 69

Beginning at a point at the Northwesterly corner of Phase 68; thence, running in a Northerly direction along a curve having a radius of 355.00 feet a distance of 106.58 feet to a point; thence, running in a Northerly direction along a curve having a radius of 170.00 feet a distance of 34.62 feet to a point; thence, turning and running N 84 degrees 11'34" E a distance of 185.65 feet to a point; thence, turning and running S 01 degrees 46'50" E a distance of 156.29 feet to a point; thence, turning and running S 89 degrees 08'22" W a distance of 176.28 feet to the point of beginning.

Containing 0.624 acres.

Phase 70

Beginning at a point at the Southeasterly corner of Phase 69; thence, running N 69 degrees 30'00" E a distance of 69.91 feet to a point; thence, running in an Easterly direction along

MS103 P61296

a curve having a radius of 220.00 feet a distance of 66.56 feet to a point; thence, turning and running N 05 degrees 59'03" W a distance of 119.87 feet to a point; thence, turning and running S 84 degrees 11'34" W a distance of 120.00 feet to a point thence, turning and running S 01 degrees 46'50" E a distance of 156.29 feet to the point of beginning.

Containing 0.394 acres.

Phase 71

Beginning at a point at the Southeasterly corner of Phase 70; thence, running in an Easterly direction along a curve having a radius of 220.00 feet a distance of 111.74 feet to a point; thence, turning and running N 11 degrees 22'20" E a distance of 119.41 feet to a point; thence, turning and running N 74 degrees 30'00" W a distance of 95.00 feet to a point; thence, turning and running S 05 degrees 59'03" E a distance of 119.87 feet to the point of beginning.

Containing 0.359 acres.

Phase 72

Beginning at a point at the Southeasterly corner of Phase 71; thence, running in a Southeasterly direction along a curve having a radius of 220.00 feet a distance of 74.49 feet to a point; thence, turning and running N 26 degrees 48'32" E a distance of 134.76 feet to a point; thence, turning and running N 74 degrees 30'00" W a distance of 108.00 feet to a point; thence, turning and running S 11 degrees 22'20" W a distance of 119.41 feet to the point of beginning.

Containing 0.259 acres.

Phase 73

W5103 761297

Beginning at a point at the Southeast corner of Phase 72;  
thence, running in a Southeasterly direction along a curve  
having a radius of 220.00 a distance of 62.37 feet to a point;  
thence, turning and running N 51 degrees 34'40" E a distance of  
199.55 feet to a point; thence, turning and running N 74 degrees  
30'00" W a distance of 146.00 feet to a point; thence, turning  
and running S 26 degrees 48'32" W a distance of 134.76 feet to  
the point of beginning.

Containing 0.360 acres.

MS103 161298

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 1

Beginning at a point which is the southwest corner of Phase 29; thence turning and running  
1) N 14°17'38" W a distance of 166.72 feet; thence turning and running  
2) Northeasterly by a curve to the right with a radius of 175.00 feet a distance of 224.63 feet; thence turning and running  
3) N 59°15'00" E a distance of 279.78 feet; thence turning and running  
4) S 30°45'00" E a distance of 120.00 feet; thence turning and running  
5) N 64°45'00" E a distance of 277.19 feet thence  
6) S 21°26'50" E a distance of 370.00 feet; thence  
7) S 76°56'53" W a distance of 746.10 feet to the point of beginning.

Containing 5.766 acres.

PHASE 6

Beginning at a point which is the northeast corner of the within described premises and the southeast corner of Phase 7; thence  
1) S 30°55'40" E a distance of 262.00 feet; thence turning and running  
2) S 60°45'00" W distance of 343.00 feet; thence turning and running  
3) S 29°15'00" E a distance of 230.00 feet; thence turning and running  
4) S 50°00'00" W a distance of 169.69 feet; thence turning and running  
5) S 40°00'00" E a distance of 303.61 feet; thence turning and running  
6) S 81°44'31" W a distance of 207.90 feet; thence turning and running  
7) S 85°15'00" W a distance of 120.40 feet; thence turning and running  
8) Northwestery by a curve to the left with a radius of 405.26 feet, a distance of 97.26 feet; thence turning and running  
9) Northwestery by a curve to the right with a radius of 470.00 feet, a distance of 213.28 feet; thence turning and running  
10) Northwestery by a curve to the left with a radius of 510.00 feet, a distance of 497.38 feet; thence turning and running  
11) N 22°30'00" E a distance of 145.00 feet; thence turning and running  
N 75°30'00" E a distance of 682.11 feet to the point of beginning.

Containing 9.490 acres.

DK5109 Pg1299

PHASE 30 REVISED

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) N 44°58'18" E a distance of 554.01 feet; thence
- 2) N 61°54'00" E a distance of 356.79 feet; thence
- 3) N 61°54'00" E 299.21 feet to a point; thence
- 4) By a curve to the right having a radius of 405.26 feet; 564.09 feet; thence
- 5) S 59°15'00" W 279.70 feet; thence
- 6) By a curve to the left having a radius of 175 feet 224.63 feet; thence
- 7) Due West 94.34 feet; thence
- 8) By a curve to the right having a radius of 619.10 feet 359.28 feet; thence
- 9) By a curve to the right having a radius of 380.00 feet 50.00 feet to the point of beginning.

Containing 8.169 acres.

PHASE 40 REVISED

Beginning at a point which is the southeast corner of the within-described phase; thence

- 1) N 44°58'15" E 554.01 feet; thence
- 2) N 61°54'00" E 656.00 feet; thence
- 3) By a curve to the left having a radius of 405.26 feet 97.26 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet 213.28 feet; thence

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MS103 151300



APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWAL LAND

PHASE 40 REVISED CONTINUED

- 5) By a curve to the left having a radius of 510.00 feet  
417.38 feet; thence  
6) S 29°28'45" W 358.50 feet; thence  
7) S 23°00'00" W 199.88 feet; thence  
8) S 73°30'00" W 427.62 feet; thence  
9) S 14°45'00" E 223.44 feet; thence  
10) S 03°45'00" W 256.27 feet; thence  
11) N 83°30'00" W 289.89 feet; thence  
12) By a curve to the left having a radius of 220.00 feet  
509.73 feet; thence  
13) By a curve to the right having a radius of 380.00 feet  
152.84 feet to the point of beginning.

Containing 13.538 acres.

PHASE 2

Beginning at a point which is the northwest corner of Phase  
2; thence

- 1) N 44°06'40" E 187.21 feet to a point; thence  
2) S 45°53'22" E 208.92 feet to a point; thence  
3) S 66°34'10" W 271.75 feet to a stone bound; thence  
4) N 23°57'49" W 46.52 feet to a point; thence  
5) N 21°26'50" W 150.00 feet to the point of beginning.

Containing 0.886 acres.

PHASE 3

Beginning at a point which is the northwest corner of the  
within described Phase 3; thence

- 1) N 64°45'00" E 86.00 feet to a point; thence  
2) S 45°53'22" E 245.00 feet; thence  
3) S 44°06'40" W 187.21 feet to a point; thence  
4) N 21°26'50" W 220.46 feet to the point of beginning.

Containing 0.842 acres.

PHASE 4

Beginning at a point which is the northwest corner of the  
within described Phase 4; thence

- 1) N 64°45'00" E 160.00 feet; thence  
2) N 59°10'50" E 65.00 feet to a point; thence  
3) S 28°35'19" E 435.82 feet to a point; thence  
4) S 66°34'10" W 90.00 feet to a point; thence  
5) N 45°53'22" W 453.92 feet to the point of beginning.

Containing 1.657 acres.

PHASE 5

Beginning at a point which is the northwest corner of the  
within described Phase 5; thence

- 1) N 58°10'50" E 232.60 feet to a point; thence  
2) S 23°18'27" E 40.00 feet to a point; thence  
3) S 31°57'31" W 267.57 feet to a point; thence  
4) N 28°35'19" W 155.82 feet to the point of beginning.

Containing 0.793 acres.

MS103 PG1301

APPENDIX D  
THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 7

Beginning at a point which is the northeast corner of the within described Phase 7; thence

- 1) S 23°10'27" E 428.00 feet to a stone bound; thence
- 2) S 66°34'10" W 190.00 feet to a point; thence
- 3) N 28°35'19" W 280.00 feet to a point; thence
- 4) N 31°57'31" E 267.57 feet to the point of beginning.

Containing 2.024 acres.

PHASE 29

Beginning at a point which is the northeast corner of the within described Phase 29; thence

- 1) S 14°17'38" E 166.72 feet to a point; thence
- 2) S 76°56'53" W 523.95 feet to a point; thence
- 3) N 4°30'00" W 454.92 feet to a point; thence
- 4) By a curve to the right having a radius of 380.00 feet a distance of 152.54 feet to a point; thence
- 5) By a curve to the left having a radius of 619.10 feet a distance of 359.28 feet to a point; thence
- 6) Due East a distance of 94.34 feet to the point of beginning.

Containing 3.717 acres.

PHASE 8

Beginning at a point which is the northeast corner of the within described Phase 8; thence

- 1) S 4°30'00" E 156.00 feet to a point; thence
- 2) S 78°31'55" W 160.33 feet to a point; thence
- 3) N 47°16'44" W 192.65 feet to a point; thence
- 4) N 50°00'00" E 205.00 feet to a point; thence
- 5) By a curve to the right having a radius of 220.00 feet a distance of 152.63 feet to the point of beginning.

Containing 1.108 acres.

PHASE 9

Beginning at a point which is the northeast corner of the within described Phase 9; thence

- 1) S 4°30'00" E 292.92 feet to a point; thence
- 2) S 76°56'53" W 115.00 feet to a point; thence
- 3) N 13°12'28" W 300.02 feet to a point; thence
- 4) N 78°31'55" E 160.33 feet to the point of beginning.

Containing 1.000 acres.

PHASE 10

Beginning at a point which is the southerly corner of Phase 10; thence

- 1) N 19°05'38" W 227.21 feet to a point; thence
- 2) N 50°00'00" E 514.93 feet to a point; thence
- 3) S 47°16'44" E 192.65 feet to a point; thence
- 4) S 13°12'28" E 300.02 feet to a point; thence
- 5) S 76°56'53" W 544.28 feet to the point of beginning.

Containing 4.266 acres.

MS103 PG1302

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 13

Beginning at a point which is the southwesterly corner of the within-described phase; thence

- 1) S 30°45'00" E 120 feet; thence
- 2) N 64°45'00" E 523.19 feet; thence
- 3) N 50°10'50" E 232.68 feet; thence
- 4) N 23°18'28" W 346.89 feet; thence
- 5) S 60°41'33" W 165.64 feet; thence
- 6) S 81°44'31" W 207.90 feet; thence
- 7) S 85°15'00" W 120.40 feet; thence
- 8) By a curve to the right having a radius of 405.26 feet 564.09 feet to the point of beginning.

Containing 6.166 acres.

PHASE 14

Beginning at a point which is the southwest corner of the within-described phase; thence

- 1) S 83°30'00" E 289.89 feet; thence
- 2) N 03°45'00" E 256.27 feet; thence
- 3) N 14°45'00" W 223.44 feet; thence
- 4) S 73°29'00" W 120.00 feet; thence
- 5) S 61°42'26" W 174.40 feet; thence
- 6) By a curve to the left having a radius of 345.00 feet 40.00 feet; thence
- 7) By a curve to the right having a radius of 280.00 feet 149.05 feet; thence
- 8) S 06°30'00" W 140 feet to the point of beginning.

Containing 2.695 acres.

PHASE 16

Beginning at a point which is the southwest corner of the within described phase; thence

- 1) S 64°38'25" E 95.73 feet; thence
- 2) N 29°28'44" E 358.49 feet; thence
- 3) By a curve to the left having a radius of 510 feet, distance of 140.03 feet; thence
- 4) S 22°30'00" W 362 feet to the point of beginning.

Containing .9814 acres.

PHASE 17

Beginning at a point which is the southeast corner of the within described phase; thence

- 1) N 43°52'58" E 100.66 feet; thence
- 2) N 22°30'00" E 362.00 feet; thence
- 3) By a curve to the left having a radius of 510 feet 105.73 feet; thence
- 4) By a curve to the left having a radius of 255 feet 278.16 feet; thence
- 5) S 34°45'00" W 90.00 feet; thence
- 6) S 55°15'00" E 60.00 feet; thence
- 7) S 34°40'00" E 137.00 feet; thence
- 8) S 30°24'00" E 119.00 feet to the point of beginning.

Containing 2.1367 acres.

MS103 Pg1303

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 18

Beginning at a point which is the northwesterly corner of the within described phase, thence;

- 1) N 76°29'43" E 16.90 feet; thence
- 2) N 43°52'58" E 100.66 feet; thence
- 3) S 64°38'25" E 95.73 feet; thence
- 4) S 23°00'00" W 199.88 feet; thence
- 5) S 73°29'00" W 41.62 feet; thence
- 6) N 18°50'39" W 169.40 feet; thence

Containing .5196 acres.

PHASE 19

Beginning at the southern most corner of the within described phase; thence

- 1) N 76°15'00" E 171.00 feet; thence
- 2) N 37°00'00" E 120.00 feet; thence
- 3) N 76°29'43" E 16.91 feet; thence
- 4) N 30°24'00" W 119.00 feet; thence
- 5) N 34°40'00" W 137.00 feet; thence
- 6) N 55°15'00" W 60.00 feet; thence
- 7) By a curve to the right having a radius of 270.00 feet, 177.90 feet; thence
- 8) By a curve to the left having a radius of 510.00 feet, 86.18 feet; thence
- 9) S 34°5'50" E 266.95 feet; thence
- 10) S 05°56'00" E 33.00 feet to the point of beginning.

Containing 2.002 acres.

PHASE 20

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 05°56'00" W 108.00 feet; thence
- 2) N 70°15'00" E 171.00 feet; thence
- 3) N 37°00'00" E 120.00 feet; thence
- 4) S 18°50'39.5" E 169.40 feet; thence
- 5) S 73°29'00" W 294.00 feet to the point of beginning.

Containing .7335 acres.

PHASE 21

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 65°52'40" E 183.17 feet; thence
- 2) S 06°50'06" E 110.00 feet; thence
- 3) S 50°37'53" W 87.44 feet; thence
- 4) S 89°18'34" W 89.89 feet; thence
- 5) By a curve to the left having a radius of 195.00 feet, 83.10 feet to the point of beginning.

Containing .4226 acres.

BK 5103 Pg 1304

APPENDIX D

THE VILLAGES AT RESOLVER FARM CONDOMINIUM formerly  
THE SOMERSET AT MASIRUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 27

Beginning at a point which is the northeasterly corner of the within described Phase; thence

- 1) N 50°11'24" W 172.78 feet; thence
- 2) S 53°02'00" W 125.00 feet; thence
- 3) By a corner to the right having a radius of 195.00 feet. 122.69 feet; thence
- 4) N 65°52'40" W 183.17 feet to the point of beginning.

Containing .4558 acres.

PHASE 26

Beginning at a point which is the southeasterly corner of the within described Phase; thence

- 1) N 06°50'06" W 157.09 feet; thence
- 2) S 88°30'00" W 26.00 feet; thence
- 3) S 57°30'00" W 121.00 feet; thence
- 4) S 50°11'24" E 172.78 feet to the point of beginning.

Containing .2632 acres.

PHASE 25

Beginning at a point which is the most southerly point of the within described Phase; thence

- 1) N 06°50'06" W 157.09 feet; thence
- 2) N 88°30'00" E 50.00 feet; thence
- 3) N 84°00'00" E 106.00 feet; thence
- 4) S 44°29'44" W 206.35 feet to the point of beginning.

Containing .3012 acres.

PHASE 24

Beginning at a point which is the southerly point of the within described Phase; thence

- 1) N 85°07'31" E 216.17 feet; thence
- 2) N 28°47'00" W 147.00 feet; thence
- 3) S 44°29'24" W 206.35 feet to the point of beginning.

Containing .3335 acres.

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2019-04-24

APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 21

Beginning at a point which is the most southwesterly point of the within described Phase; thence

- 1) N 22°30'00" E 145.88 feet; thence
- 2) By a curve to the left having a radius of 195.00 feet, 72.43 feet; thence
- 3) N 09°18'34" E 89.89 feet; thence
- 4) N 50°37'53" E 87.44 feet; thence
- 5) S 26°22'06" E 150.00 feet; thence
- 6) S 64°37'08" W 65.94 feet; thence
- 7) S 82°24'00" W 149.82 feet; thence
- 8) S 22°30'00" W 100.00 feet; thence
- 9) By a curve to the right having a radius of 510.00 feet, 60.00 feet to the point of beginning.

Containing .8218 acres.

PHASE 31 (formerly a portion of Phase 15)

Beginning at a point which is the most northwesterly point of the within described Phase; thence

- 1) N 61°35'60" E 320.04 feet; thence
- 2) S 30°55'40" E 451.62 feet; thence
- 3) N 27°40'00" W 424.26 feet; thence
- 4) S 61°59'59" W 53.66 feet; thence
- 5) N 28°00'00" 147.00 feet to the point of beginning.

Containing 2.111 acres.

PHASE 32 (formerly a portion of Phase 15)

Beginning at a point which is the most easterly point of the within-described Phase; thence

- 1) N 30°55'40" W 83.00 feet; thence
- 2) N 72°40'00" W 424.26 feet; thence
- 3) S 61°59'60" W 53.66 feet; thence
- 4) S 28°00'00" E 133.00 feet; thence
- 5) S 48°24'37" W 49.00 feet; thence
- 6) S 41°27'00" E 70.00 feet; thence
- 7) N 05°56'23" E 423.96 feet to the point of beginning.

Containing 1.505 acres.

W 5103-261306

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-RETHROWABLE LAND

PHASE 33 (formerly a portion of Phase 15)

Beginning at the most easterly point of the within-described Phase; thence

- 1) S 68°39'58" N 287.10 feet; thence
- 2) S 23°18'27" E 165.47 feet; thence
- 3) S 66°41'33" W 165.64 feet; thence
- 4) N 41°14'37" W 337.51 feet; thence
- 5) N 48°24'37" E 131.00 feet; thence
- 6) N 41°27'00" E 70.00 feet; thence
- 7) N 85°56'23" E 423.96 feet to the point of beginning.

Containing 1.8106 acres.

PHASE 34

Beginning at the most northwesterly point of the within-described Phase; thence

- 1) N 52°57'01" E 232.90 feet; thence
- 2) S 41°14'37" E 337.51 feet; thence
- 3) S 81°44'31" W 207.90 feet; thence
- 4) S 85°14'60" W 120.40 feet; thence
- 5) By a curve to the left having a radius of 405.26 feet, 97.26 feet; thence
- 6) By a curve to the right having a radius of 470.00 feet, 77.25 feet to the point of beginning.

Containing 1.5226 acres.

PHASE 35

Beginning at a point which is the most Northerly point of the within-described Phase; thence

- 1) S 28°00'00" E 280.00 feet; thence
- 2) S 48°24'37" W 180.00 feet; thence
- 3) S 52°57'01" W 232.90 feet; thence
- 4) By a curve to the right having a radius of 470.00 feet, 136.03 feet; thence
- 5) By a curve to the left having a radius of 510.00 feet, 155.33 feet; thence
- 6) N 59°43'45" E 42.23 feet; thence
- 7) By a curve to the left having a radius of 115.00 feet, 180.64 feet; thence
- 8) By a curve to the right having a radius of 115.00 feet, 206.06 feet; thence
- 9) N 21°01'30" E 43.26 feet; thence
- 10) N 61°36'00" E 72.00 feet to the point of beginning.

Containing 1.6678 acres.

PHASE 36

Beginning at a point which is the most northwesterly point of the within-described Phase; thence

- 1) N 69°52'04" E 270.27 feet; thence
- 2) N 72°40'03" E 60.00 feet; thence
- 3) S 23°22'42" E 370.92 feet; thence
- 4) S 22°30'00" W 138.60 feet; thence
- 5) S 19°53'00" E 177.00 feet; thence

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APPENDIX D

THE VILLAGES AT KESSLER FARM CONDOMINIUM formerly  
THE SOMERSET AT NASHUA CONDOMINIUM

LEGAL DESCRIPTION OF NON-WITHDRAWABLE LAND

PHASE 36 CONTINUED

- 6) S 59°20'00" W 160.00 feet; thence
  - 7) N 29°04'27" W 690.00 feet to the point of beginning.
- Containing 4.0794 Acres.

PHASE 37

Beginning at a point which point is the most northerly point  
of the within-described Phase; thence

- 1) S 74°10'00" E 133.12 feet; thence
- 2) S 22°37'00" E 162.00 feet; thence
- 3) S 59°20'00" W 213.00 feet; thence
- 4) N 19°52'59" W 177.00 feet; thence
- 5) N 22°30'00" E 138.60 feet to the point of beginning.

Containing 1.0119 acres.

PHASE 38

Beginning at a point which is the most northwesterly point  
of the within-described Phase; thence

- 1) N 72°48'03" E 276.60 feet; thence
- 2) S 23°50'00" E 390.72 feet; thence
- 3) S 30°10'00" E 113.00 feet; thence
- 4) N 90°00'00" E 302.30 feet; thence
- 5) By a curve to the right having a radius of 405.00 feet,  
101.58 feet; thence
- 6) S 04°46'12" W 417.41 feet; thence
- 7) S 59°20'00" W 27.00 feet; thence
- 8) N 22°37'00" W 162.00 feet; thence
- 9) N 74°10'00" W 133.12 feet; thence
- 10) N 23°22'41" W 370.92 feet to the point of beginning.

Containing 4.1862 acres.

RK 5103 PG 1308



# *Eighth Amendment to the Declaration*

Note: To see the signed and recorded owners consent to the Eighth Amendment, please refer to Book 5454 Page 003-265



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**EIGHTH AMENDMENT  
TO  
DECLARATION OF VILLAGES AT KESSLER FARM CONDOMINIUM  
(formerly known as)  
SOMERSET AT NASHUA CONDOMINIUM  
NASHUA, NEW HAMPSHIRE**

**AMENDMENT**

The Undersigned, Unit Owners of the Villages at Kessler Farm Condominium, in accordance with New Hampshire Revised Statutes Annotated 356-B: 34 do hereby declare this Eighth Amendment to the Declaration of Villages at Kessler Farm Condominium, formerly known as The Somerset at Nashua Condominium, dated 13 January 1984 and recorded in Hillsborough County Registry of Deeds in Book 3159 Page 618.

This Amendment is made to allow the future construction of the free standing detached single family units to be built according to floor plans substantially identical to any such Unit as presently constructed as of January 1, 1993; and to further allow the recordation of such necessary site plans, floor plans, designation of unit type documents and certificates of conformity for existing constructed Units 355, 357, 360, 361, 420, 421, 422, 434, 435, 436 and 437 to allow such Units to be fully approved Condominium Units of the Villages at Kessler Farm Condominium, after which recording, said plans may be utilized for the construction of such remaining unconstructed Units as may be approved by the Consumer Protection and Antitrust Bureau of the Office of Attorney General for the State of New Hampshire.

This Amendment affects directly the following listed constructed and unconstructed single family detached Units which were Declared by Amendments to the Declaration with Certificates of Registration properly approved by the Consumer Protection and Antitrust Bureau of the Office of the Attorney General and recorded in said Registry within the five year time limitation, but which have not complied within the time limitation to further recording requirements:

**CONSTRUCTED UNITS**

Unit 355, owned by Alvin B. and Jane Steele Milchen  
Unit 357, owned by John P. and Marjorie M. Carlson  
Unit 360, owned by David and Glenda S. Cutler  
Unit 361, owned by William A. and Joan M. Besse  
Unit 420, owned by Frederick A. and Rosalie M. Alter  
Units 421, 422, 434, 435, 436, 437 owned by Brookfield Acres

7

BK5454PG0001

UNCONSTRUCTED UNITS

Units 351-354, inclusive, owned by Carnation Homes, Inc.  
Units 356,358, owned by Carnation Homes, Inc.  
Units 362-365, inclusive, owned by Carnation Homes, Inc.  
Units 423-433, inclusive, owned by Brookfield Acres.  
Units 438-498, inclusive, owned by Brookfield Acres,  
except for such Units as may be eliminated from the  
Phase 12 section by the Attorney General.

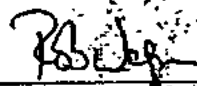
This Amendment when approved by the Office of the Attorney General and recorded in said Registry allows the filing of floor plans, designation of unit types, certificates of conformity and as-built site plans and all necessary recordations relating thereto for the above listed constructed Units and further allows construction of the unconstructed Units to be substantially identical to the recorded plans.

Construction of unconstructed multi family Units 345-350, inclusive, presently owned by the City of Nashua and Units 402-419, inclusive, owned by Brookfield Acres are limited to previously approved and recorded site and floor plans.

IN WITNESS WHEREOF; the Undersigned have set their names and have acknowledged receipt of a copy of this Amendment on the dates below written.

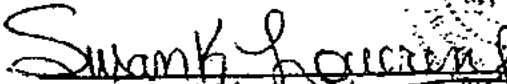
Date: 6/23/93

CITY OF NASHUA

  
Rob Wagner, Mayor  
Owner, Units 345 - 350, inclusive

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH COUNTY

On this the      day of      , 1993, before me, the undersigned officer personally appeared Rob Wagner, Mayor of the City of Nashua, being duly authorized by Resolution No. R-93-00 adopted by the Board of Aldermen on June 22, 1993, known to me to be the above signed and executed the foregoing as his free act and deed for the purposes therein contained.

  
Notary Public/Justice of the Peace  
My Commission expires 5-15-96

BK5454P60002

# *Eighth Amendment to the Declaration*

Note: To see the signed and recorded Mortgagees consent to the Eighth Amendment,  
please refer to Book 5454 Page 003-265



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**VILLAGES AT KESSLER FARM CONDOMINIUM  
MORTGAGEES' CONSENTS TO EIGHTH AMENDMENT**

The undersigned, Edward A. Jordan, Esquire, hereby certifies that the attached Consents of Mortgagees comprise consents from in excess of Sixty-Seven (67%) Percent of the mortgagees holding mortgages on units within the Villages at Kessler Farm Condominium.

IN WITNESS WHEREOF, the undersigned has set his hand this First day of April 1994.

JORDAN, GALL AND BUCHANAN  
PROFESSIONAL ASSOCIATION

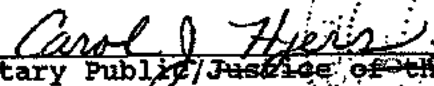
April 1, 1994

By: 

Edward A. Jordan

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Personally appeared before me this First day of April, 1994, Edward A. Jordan, who upon oath stated that the foregoing statement is true and accurate to the best of his belief and knowledge.

  
Notary Public/Justice of the Peace

My Commission Expires September 18, 1996

JORDAN, GALL  
AND BUCHANAN  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
40 EAST PEARL STREET  
NASHUA, N.H. 03060  
(603) 881-5800

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# *Bylaws*



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## APPENDIX E

### THE SOMERSET AT NASHUA CONDOMINIUM

#### BYLAWS

#### PLAN OF UNIT OWNERSHIP

1. Purpose. The administration of the Condominium shall be governed by these Bylaws which are annexed to the Declaration of The Somerset At Nashua Condominium and are made a part thereof, and shall be members of The Somerset At Nashua Condominium Association which is a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property") and other than by a rebate of excess assessments pursuant to Article V, Section 1(c) hereof to the benefit of any Unit Owner.

2. Definitions. Capitalized terms not otherwise defined or in the Declaration shall have the meanings specified in Section 3 of the Condominium Act.

3. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person who shall use the facilities of the Condominium, shall be subject to these Bylaws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgement that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and will comply with them.

4. Office. The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

## ARTICLE II

### UNIT OWNERS' ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners' Association," which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium and performing all of the acts that may be required to be performed by the Unit Owners' Association by the Condominium Act. Except as to those matters which the Act, the Declaration or these Bylaws specifically require to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Board of Directors (as more particularly set forth in Article III).

2. Voting. Each Unit shall be entitled to cast a number of votes proportionate to its percentage of undivided interest in the Common Area. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Unit. But if more than one of such persons is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word "person" shall be deemed for the

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purposes of this Section to include, without limitation, any and every natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of Unit Owners present, in good standing and entitled to vote is required to adopt decisions at any meeting of the Unit Owners' Association. If the Declarant owns or holds title to one or more Condominium Units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such Unit is entitled.

3. **Place of Meeting.** Meetings of the Unit Owners' Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. **Annual Meeting.** The first annual meeting of the Unit Owners' Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Board of Directors, and all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Board of Directors. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to such date, as may be designated by the Board of Directors and reflected in the said notice. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The foregoing notwithstanding, until three (3) years after the recordation of the Declaration or until one hundred twenty (120) days after the date by which Units representing three-fourths (3/4ths) of the Undivided Interests appertaining to submitted Units have been legally conveyed by the Declarant, whichever first occurs, the Declarant shall be entitled to elect a majority of the members of the Board of Directors. The Association may transact such other business as may properly come before them at such meetings.

5. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than 30% of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. **Notice of Meeting.** It shall be the duty of the Secretary to mail, by United States mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

7. **Voting Requirements.** An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Unit Owners' Association if, and only if, he shall have fully paid all assessments made or levied and due against him and his Condominium Unit by the Board of Directors as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. **Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39 IV of the Condominium Act where the Unit Owner is more than one person, by or on behalf of all such Persons.

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7. Quorum. A quorum shall be deemed to be present throughout any meeting of the Unit Owner's Association until adjourned when persons entitled to cast more than 25% of the vote are present at the beginning at such meeting.

10. Order of Business. The order of business at all meetings of the Unit Owners' Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election of directors, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

11. Conduct of Meeting. The President, or his designate, shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the minutes of the meeting and record in a Record Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with the Declaration, these Bylaws or the Condominium Act.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Directors (hereinafter referred to as the "Board") which shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done by the Unit Owners' Association. The Board of Directors shall have the power from time to time to adopt any Rules deemed necessary for the enjoyment of the Condominium provided that such Rules shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the assessment of each Owner for the Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Area and services of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Area, and providing services for the Property, and where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Owners.

(e) Making and amending Rules respecting the use of the Property and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceeding which may be instituted on behalf of the Owners.

(f) Obtaining and carrying insurance against casualty and liabilities, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(g) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Condominium who requests the same in writing to the Secretary.

(h) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration which it maybe authorized to do by a resolution of the Unit Owners' Association.

2. Managing Agent. The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws, provided that any actions by the Manager with respect to the powers set forth in paragraphs (b) and (f), of Section 1 of this Article III shall require the written consent of the Board of Directors. The term of any employment contract for a Manager may not exceed two (2) years, and any such employment contract shall provide, inter alia, that such agreement may be terminated for cause.

3. Number of Directors and Initial Selection of Board. The Board of Directors shall be composed of three (3) persons. Until the election of the Board of Directors takes place at the first annual meeting of the Unit Owners' Association as provided in Section 4 of Article II, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter, anything in these Bylaws to the contrary notwithstanding, until three (3) years after the date of recordation of this Declaration at the Hillsborough County Registry of Deeds, or until Units representing three-fourths (3/4ths) of the Undivided Interests appertaining to submitted Units have been conveyed by the Declarant, whichever first occurs, a majority of the members of the Board of Directors shall be selected and designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors shall consist only of Owners or spouses of Owners, or, where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such Person.

4. Election and Term of Office. At the first annual meeting of the Unit Owners' Association three (3) directors shall be elected. The term of office of one (1) director shall be fixed at one (1) year and the term of office of two (2) directors shall be fixed at two (2) years. Subject to the provisions of Section 3 above, at the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years. The directors shall hold office until their respective successors have been elected and hold their first meeting.

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5. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners' Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each twelve month period after the annual meeting of the Unit Owners' Association. Notice of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting, except that no notice shall be required for a regular meeting held immediately after, and at the same place as, the annual meeting of the Association.

7. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

8. Waiver of Notice. Before or within ten (10) days after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the Unit Owners' Association shall be filled by vote of the majority of the remaining directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum of the Board, and each person so elected shall be a director for the remainder of the term of any director so replaced; provided, however, that the vacancy of any director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. Removal of Directors. A director may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Unit Owners' Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

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12. Compensation. No director shall receive any compensation from the Condominium for acting as such.

13. Conduct of Meetings. The President, or, in his absence, a president pro tem elected by the Board, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Condominium.

14. Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the said Unit Owners' Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. Fidelity Bonds. The Board of Directors shall require that all officers, agents (including the Manager) and employees of the Unit Owners' Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense.

The amount of such bonds shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Unit Owners' Association, or the Management Agent, at any time during the term of each bond. In no event shall such bond be less than an aggregate of three months' assessments on all Units plus reserve funds.

The fidelity bond shall meet all other requirements of the Federal National Mortgage Association pertinent to fidelity bonds for condominium officers, directors, trustees and employees of the Unit Owners' Association and all other persons handling or responsible for funds of or administered by said Association.

16. Dispensing with Vote. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

17. Liability of the Board of Directors. The members of the Board of Directors 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. The Owners shall indemnify and hold harmless each of the Directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been made in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made by them on behalf of the Owners, unless made in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interests of all of the Owners. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Undivided Interest bears to the Undivided Interests of all Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether or not based in contract, by reason of the fact that he is or

was a Director, or officer, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding unless he acted in bad faith, was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these Bylaws.

#### ARTICLE IV

##### OFFICERS

1. Designation. The principal officers of the Condominium shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The offices of Treasurer and Secretary may be held by the same person.

2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in any office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. President. The President shall be the chief executive officer; he, or his designate, shall preside at meetings of the Unit Owners' Association and, if present, at meetings of the Board of Directors and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of New Hampshire.

5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Unit Owners' Association, shall record the minutes of all proceedings in the record book of the Condominium and shall perform like duties for committees when required. He shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Unit Owners' Association, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The Secretary shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days.

6. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Manager, and, with the assistance of the Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, and render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations shall be executed by any person or persons designated by the Board of Directors.

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8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE V

### OPERATION OF THE PROPERTY

#### 1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

(b) Preparation and Approval of Budget. Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and any parts of the Units which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by the Owner, at least fifteen days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner of a completed Unit in proportion to the number of votes in the Unit Owners' Association appertaining to his Unit, and shall be a lien against each Owner's Condominium Unit in accordance with the Condominium Act. Initially, assessments shall commence on the date of the sale of the first Unit in each phase. The basis of the assessment will be the projected budget. Unsold Units may temporarily be accorded a reasonably reduced assessment if not occupied, but in any event, all Units shall pay full assessments no later than sixty (60) days after conveyance of the first Unit in each phase. Thereafter, on or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Owner shall be obligated to pay to the Association one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized income and expense statement. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners in accordance with each Owner's votes in the Unit Owners' Association by crediting same to the next successive monthly installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's votes in the Unit Owners' Association to the installments due in the succeeding six (6) months after the rendering of the accounting.

maintain an adequate operating reserve for replacement of the Common Area, which shall be funded by regular monthly payments as provided for in subsection (c). At the end of each fiscal year, all funds accumulated during such year for reserves for replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If for any reason, including nonpayment of any Owner's assessment, the reserve assessment, which shall be assessed against the Owners according to their respective votes in the Unit Owners' Association and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the recording of this Declaration at the Hillsborough County Registry of Deeds and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section. The Board of Directors may establish an initial operating reserve through special assessments of each Owner upon purchase of his Condominium Unit from the Declarant.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered, showing the monthly payment which is due under the new annual or adjusted budget.

(g) Initial Working Capital Fund. A working capital fund will be established for the initial months of the Condominium equal to at least a two months' estimated common area charge for each Unit. Each Unit's share shall be collected at the close of the sale of such Unit and shall be maintained in a segregated account by the Owners' Association for the use and benefit of that Association. The contribution for each unsold Unit in each phase will be made within sixty (60) days of the date of conveyance of the first Unit in such phase. Such amounts are not to be considered as an advance payment of regular assessments.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit. The purchaser of a Condominium Unit or other acquiring Owner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor; provided, however, that any such acquiring Owner or transferring Owner shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the transferring Owner and such acquiring Owner shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any



unpaid assessments in excess of the amount therein set forth, and failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten Dollars (\$10.00) or the maximum allowable under the Condominium Act, whichever is greater, shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, his successors and assigns, shall not be liable for the payment of any Common Expenses assessed prior to the acquisition of title to said Unit by said mortgagee or purchaser pursuant to the aforesaid remedies, and the Condominium Unit shall not be subject to a lien for same. The unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective votes in the Unit Owners' Association.

3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof.

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 expense shall be charged to such Owner), of all of the Common Area whether located inside or outside of the Units, and whether now existing or hereafter constructed, the cost of which shall be assessed to all Owners as a Common Expense.

(b) By the Owner. Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Directors, 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, any interior walls, finished interior surface of ceiling, floors, and perimeter walls and door frames; 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, and the wood storage areas. Each Owner shall be responsible for performing the normal maintenance for any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at his own expense, all repairs thereto beyond normal maintenance, caused or necessitated by his negligence, misuse or neglect. Each Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from his failure to make any of the repairs required to be made by him by this section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

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5. Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Three Thousand Dollars (\$3,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Three Thousand Dollars (\$3,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in such proportions as they jointly approve, or, as determined by the Board of Directors.

6. Additions, Alterations or Improvements by Owners. No Owner shall make any structural addition, alteration or improvement in or to his Unit, or to his Limited Common Area, without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the external appearance of his Unit, including the doors and windows, or of any fence, or of any exterior surface of the Building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement or change. The provisions of this Section 6 shall not apply to Condominium Units owned by the Declarant until such Units have been initially conveyed by the Declarant.

7. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

(a) No advertisements, signs or posters of any kind shall be posted in or on the Property except as authorized by the Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling or leasing the Units.

(b) No clothing, laundry, rugs or other objects shall be hung, shaken or thrown from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view.

(c) No animal, other than common household pets with the consent of the Board, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the Rules

prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(d) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by others.

(e) No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board.

(f) No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purpose.

(g) Nothing shall be done in any Unit or in, on, or to the Common Area which may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration or these Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

(h) No Owner, tenant or guest shall direct or engage any employee of the Condominium on any private business, nor shall he direct, supervise or in any manner attempt to assert control over any such employee.

(i) No vehicles other than cars shall be parked or stored outside the Unit, without written approval of the Board of Directors.

(j) No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No waste shall be committed in the Common Area.

In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

8. Rights of Access. An Owner shall grant a right of access to his Unit to the Board of Directors or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

9. Rules. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Rules shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

ARTICLE .I

INSURANCE

1. Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium, such policy to have coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage arising out of a single occurrence; and (iii) such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(a) A master or blanket policy of property insurance covering all the general common elements and limited common elements, including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Owners' Association. Such coverage shall extend to any fixtures, equipment, or other property within the Units which are financed by a mortgage to be purchased by Federal National Mortgage Association (FNMA). The policy shall be in an amount equal to One Hundred Percent (100%) current replacement cost. The name of the insured under such policies shall be "Villages Condominium Owners' Association." The loss shall be payable to such Association as trustee for each Unit Owner and each such Owner's mortgagee, if any. Each Unit Owner and such Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership set forth in the Declaration.

(b) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall-to-wall floor coverings, bathroom fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures, except for improvements made by individual Owners which exceed a total value of One Thousand Dollars (\$1,000.00) and are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board as trustee for the Owners and their mortgagees as their respective interests may appear.

(c) Public liability insurance in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1(ii) above, against any liability to anyone, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit or within the Limited Common Area to which a Unit has exclusive use.

(d) Workmen's compensation insurance as required by law.

(e) Such other insurance as the Board may determine.

2. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Paragraph 1 above and shall

review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Paragraph 1(a) above (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 Paragraph.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 1 above: (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, 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 cancelled 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 provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; (vi) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause; and (vii) 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, or employees, nor cancelled for nonpayment of premiums.

(c) The Board may name as an insured, on behalf of the Owners' Association, the Owners' Association's authorized representative, including any trustee with whom such Owners' Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance.

Each Unit Owner hereby appoints the Board, or the Owners' Association, or any Insurance Trustee designated by the Board or the Owners' Association, as attorney-in-fact for the purpose of purchasing and maintaining any insurance policy required by the Declaration or to be purchased pursuant to vote of the Owners' Association, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; the performance of all acts necessary to accomplish such purpose. The Board, Owners' Association, or trustee must receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their first mortgagees as their interests may appear.

3. Individual Policies. Any Owner and any mortgagee may obtain at his own expense additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments 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 2(b) of this Article VI. 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 expenses, vandalism or malicious mischief, theft, personal liability and the like.

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(a) Each Owner may obtain additional insurance for his own benefit and at his 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 Paragraph 1(a) 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, 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 own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area, any floor coverings, appliances and other personal property not covered in the master policy, and all improvements to his 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 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 Paragraph 1(a) hereof, of any such improvements.

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

4. Notice to Unit Owners. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice of the obtaining thereof and of any subsequent changes therein or in such initial policies, or termination thereof shall be promptly furnished to each Unit Owner by the Secretary of the Association. Such notice shall be sent to all Unit Owners of record at the address of their respective Units and to such other addresses as any Unit Owner may have designated to the Secretary; or such notice may be hand delivered by the Secretary or Manager.

#### ARTICLE VII

##### REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

1. When Repair and Reconstruction are Required. Subject to the provisions of Paragraph 3(i) of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating work in his own Unit.

##### 2. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Unit Owners' Association.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

(e) Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units.

(f) After substantial destruction of the Condominium, or after a substantial taking in condemnation of the property, an election to terminate the Condominium must have the approval of first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units.

(g) No reallocation of interests in the Common Area resulting from a partial condemnation or partial destruction of the Condominium may be affected without the prior approval of first mortgagees holding mortgages on at least fifty-one percent (51%) of the Units, whether existing in whole or in part.

### 3. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

(d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

## ARTICLE VIII

### SALES, LEASES AND ALIENATION OF UNITS

1. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws

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or the Condominium Act, the undivided interest in the Common Area allocated to any Unit shall not be altered and any purported transfer, encumbrance, or other disposition of that interest without the Unit to which it appertains shall be void.

All leases or rental agreements for any Unit shall be in writing, shall be specified subject to the constituent documents, and shall be for a period not less than thirty (30) days.

2. Payment of Assessments. No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses heretofore assessed by the Board of Directors with respect to this Unit, except as provided in Section 2 of Article V, and shall have satisfied all unpaid liens with respect to his Unit, except mortgages. The Board of Directors shall promptly furnish to any Owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against that Owner's Unit and the amount, if any, then outstanding. In the event that the Unit is subject to outstanding expenses previously levied against such Unit, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Unit Owners' Association to prevent the disposition of such Unit, in all cases where the Association allows such disposition. Failure or refusal to furnish, within seven (7) days of receipt of such request by the Board or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Unit. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee not exceeding the maximum amount allowable under the Condominium Act may be required as a prerequisite to the issuance of such a statement.

#### ARTICLE IV

##### AMENDMENT TO BYLAWS

1. Amendments. Except as otherwise provided in the Condominium Act and herein, these Bylaws may be modified or amended either (i) by a vote of at least sixty-seven percent (67%) of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to written instrument or instruments duly executed by at least sixty-seven percent (67%) of the Owners; provided, however, that (a) Section 4 of Article II, and Section 3 of Article III, insofar as they relate to the election of members of the Board of Directors by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto; and (c), this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner.

Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the Bylaws or Rules may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

2. Recording. A modification or amendment of these Bylaws shall become effective only when it has been duly evidenced in accordance with the provisions of Section 34 IV of the Condominium Act.

3. Conflicts. No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

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4. Approval of Mortgages. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these Bylaws are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all mortgages, with respect to which the Board has received notice pursuant to Article X below, shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a mortgagee, shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Units, it shall be sufficient for this purpose to obtain the written consent of the mortgagee or mortgagees holding first mortgages on 67% or more of the Units encumbered by mortgages.

#### ARTICLE X

##### MORTGAGES

1. Notice to Board. An Owner who mortgages his Condominium Unit shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.

2. Notice to Mortgagee, Insurer or Guarantor of Mortgage. The Board, whenever so requested in writing by a mortgagee of a Condominium Unit, or the insurer or guarantor of such mortgage, shall promptly report any of the following:

(a) Any unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Unit;

(b) Damage to the mortgaged Unit in excess of \$1,000.00;

(c) Damage to or loss due to condemnation of Common Area which exceeds \$10,000.00;

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

(e) Any proposed action which would require the consent of a specified number or percentage of eligible mortgage holders as specified in this Declaration and Bylaws.

3. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten (10) days written notice to the holder of the first mortgage on the Unit which is the subject matter of such suit or proceeding.

4. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but, with respect to Owners, not more often than once a month.

5. Audited Financial Statements. The holders, insurers or guarantors of first mortgages on at least fifty-one percent (51%) of the Units shall be entitled to have an audited financial statement of the books and records of the Owners' Association for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. If such a statement is available, it shall be furnished within a reasonable time after written request.

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## ARTICLE XI

### NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

## ARTICLE XII

### COMPLIANCE AND DEFAULT

1. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules and any amendments of the same. A default by an Owner shall entitle the Unit Owners' Association acting through the Board of Directors or the Manager to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief, which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Manager, or, if appropriate, by any aggrieved Owner.

(b) Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents, business patrons, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Unit Owners' Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude

the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(e) Interest. In the event of a default by any Owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at twelve percent (12%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting Owners in an amount not to exceed \$15.00, or six cents (\$.06) per dollar on any amount so overdue, whichever is greater.

(f) Abatement and Enjoinment of Violations by Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of provisions hereof, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner or trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

2. Non-Compliance by Association. Failure by the Association to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include, without limiting the same an action to recover sums due for money damages, injunctive relief, any other relief provided for in these Bylaws, or a combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Board of Directors or any aggrieved Unit Owner.

### 3. Lien for Assessments.

(a) The total annual assessment of each Owner for the Common Expenses or any special assessment levied pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Owner as provided in (including without limitation the priority provisions set forth in Section 46 thereof) the Condominium Act, which lien shall be effective when perfected in accordance with said Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. The Association, in order to perfect such lien, shall file before the expiration of six (6) months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable a memorandum in the Hillsborough County Registry of Deeds in the form and manner proscribed in the said Act.

(c) The lien assessments shall include interest, costs and attorneys' fees as provided in Section 1 of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors, acting on behalf of the Unit Owners' Association. During the pendency of such proceedings or suit, the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit to recover a money judgment.

#### ARTICLE XIII

##### RESALE BY PURCHASER

1. In the event of any resale of a Condominium Unit or any interest therein by any person other than the Declarant, the prospective Unit Owner shall have the right to obtain from the Owner's Association, prior to the contract date of the disposition, the following:

(a) Any Unit Owner or purchaser of a Condominium Unit, having executed a contract for the disposition of the same, shall be entitled upon request to a recordable statement setting forth the amount of unpaid assessment currently levied against that Unit.

(b) A statement of any capital expenditures and major maintenance expenditures anticipated by the Unit Owners' Association within the current or succeeding two fiscal years;

(c) A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;

(d) A copy of the income statement and balance sheet of the Unit Owners' Association for the last fiscal year for which such statement is available;

(e) A statement of the status of any pending suits or judgments in which the Unit Owners' Association is a party defendant;

(f) A statement setting forth what insurance coverage is provided for all Unit Owners by the Unit Owners' Association and what additional insurance coverage would normally be secured by each individual Unit Owner; and

(g) A statement that any improvements or alterations made to the Unit, or the limited Common Areas assigned thereto, by the prior Unit Owner are not known to be in violation of the Condominium instruments.

2. The principal officer of the Unit Owners' Association shall furnish the statements prescribed by this Article upon the written request of any prospective Unit Owner within ten days of receipt of such request.

#### ARTICLE XIV

##### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act (herein sometimes referred to as the "Act").

2. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any action, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

3. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by any reason of any failure or failures to enforce the same,

4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

#### ARTICLE XV

##### NOTICE BY CITY OR STATE LAND USE BOARD.

Notice requirements of any City or State land use board, such as Water Supply and Pollution Control Commission or City of Nashua Planning Board, specifically as such notice requirements pertain to abutters, shall be sufficient as to each unit owner in this condominium if mailed to the Unit Owners' Association or to the Declarant until such time as said Association is formed.

IN WITNESS WHEREOF, Declarant has caused these Bylaws to be executed this 13th day of January, 1984.

Witness:

BROOKFIELD ACRES

J. W. Mazzucchi

By: William P. Korsak  
William P. Korsak, Sole General  
Partner

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 13th day of January, 1984, before me, the undersigned officer, personally appeared the above named William P. Korsak as Sole General Partners of Brookfield Acres, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

Before me:

J. W. Mazzucchi  
Justice of the Peace  
Notary Public

Order: JNKF4FSRZ

Address: 22 Andover Down

Order Date: 04-24-2019

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# *Amendment to the Bylaws*



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AMENDMENT TO BYLAWS OF THE  
VILLAGES AT KESSLER FARM CONDO ASSOCIATION

18-  
Amended

The bylaws of the Villages at Kessler Farm, dated January 13, 1984 and recorded in the Hillsboro County Registry of Deeds at Book 3159, Page 649 are hereby amended as follows:

AMENDMENT TO ARTICLE III, SECTION 3

The first sentence of Article III, Section 3 is amended by deleting the word "three" and substituting in its place the word "five" so that said sentence shall read, "The Board of Directors shall be composed of five (5) persons".

AMENDMENT TO ARTICLE III, SECTION 4

Article III, Section 4 is deleted and substitute the following section in its place,

"4. Election and Term of Office.

(a) At the first annual meeting of the Unit Owners' Association three (3) directors shall be elected. The term of office of one (1) director shall be fixed at one (1) year and the term of office of two (2) directors shall be fixed at two (2) years. Subject to the provisions of Section 3 above, at the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years

(b) At the annual meeting of the Unit Owners' Association held on June 6, 1989 four (4) directors shall be elected to serve with the fifth director whose term expires in 1990. The term of office of two (2) of these directors shall be fixed at two (2) years and the term of office of the other two (2) directors shall be fixed at one (1) year. Subject to the provisions of Section 3 above, at the expiration of the term of office of each respective director, each successor shall be elected at subsequent annual meetings of the Unit Owners' Association to serve a term of two (2) years. The directors shall hold office until their respective successors have been elected and hold their first meeting"

AMENDMENT TO ARTICLE IV

To correct the scrivener's error contained in the bylaws by deleting "Article IV Amendment to Bylaws" and substituting in its place "Article IX Amendment To Bylaws".

Debra H. Huntley  
Debra Huntley, Secretary  
Villages at Kessler Farm Condo Association

Oct 16, 1989  
Date

CERTIFICATE OF SECRETARY

The undersigned secretary of the Villages at Kessler Farm Condo Association hereby certifies that the foregoing Amendments to the Bylaws of the Villages at Kessler Farm Condo Association is a true and correct copy of the Amendments voted on and passed pursuant to Article IV of the Bylaws of the Villages at Kessler Farm Condo Association at the annual meeting of the Unit Owners held at Mount St. Mary's Seminary, Nashua, NH on June 6, 1989 at 7 p.m. Pursuant to said Bylaws the foregoing amendments are effective as of the date said amendments are recorded in the Hillsboro County Registry of Deeds.

Debra H. Huntley  
Debra Huntley, Secretary  
Villages at Kessler Farm Condo Association

Oct 16, 1989  
Date

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# *Amendment to the Bylaws*

*Date: May 11, 2001*



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*Evergreen Management Inc*  
360 Route 101, Unit 14C *ew*  
Bedford, N.H. 03110-5047  
*Attn Linda Hall* STATE OF NEW HAMPSHIRE  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS

RECEIVED AND RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
*Judith A. MacDonald*  
JUDITH A. MACDONALD, CPO, REGISTRAR

AMENDMENT OF BYLAWS OF THE  
VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION  
OF NASHUA, NEW HAMPSHIRE

NOW COMES, the Villages at Kessler Farm Condominium Association, a New Hampshire Corporation with a usual place of business in Nashua, New Hampshire, by and through the President and Treasurer of the Association, and as accompanied by the certification of vote by the Secretary of the Association, and pursuant to the authority granted to the Unit Owners by the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act):

DOES HEREBY AMEND the Bylaws of the Villages at Kessler Farm Condominium Association, pursuant to the requirements of the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act), as follows:

Amend Article II, Section 4 Annual Meeting by deleting Article II, Section 4 and substituting the following for Article II, Section 4:

4. Annual Meeting.

- 4.1. The annual meeting of the Unit Owners' Association shall be held on 01 June of each year, or on a date within a thirty (30) day period prior to or after such date, as the Board of Directors may designate.
- 4.2. At such annual meetings the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III.
- 4.3. An owner shall be in good standing and entitled to be a candidate for a position on the Board of Directors if the owner shall have fully paid all assessments made or levied and due against the owner and owner's Condominium unit by the Board of Directors as hereinafter provided. This includes, but is not limited to, all interests, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to the owner and against the owner's Condominium Unit. The owner's account must be paid in full at least three (3) days prior to the owner's announcement of their candidacy for the election to the Board of Directors.
- 4.4. The Association may transact such business at the annual meeting as may properly come before them at such meetings.

\*\*\*\*\*

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**Amend Article II, Section 8 Proxies by deleting Article II, Section 8 and substituting the following for Article II, Section 8:**

**8. Proxies.**

- 8.1. The votes appertaining to any Unit may be cast pursuant to a proxy of proxies in accordance with the provisions of section 39 IV of the Condominium Act where the Unit Owner is more than one person, by or on behalf of all such Persons.
- 8.2. An owner holding a proxy for another homeowner, hereinafter referred to as the designee, must be a homeowner in good standing. That is, the designee shall have fully paid all assessments made or levied and due against the designee and the designee's Condominium unit by the Board of Directors as hereinafter provided, together with all interests, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to the designee and against the designee's Condominium Unit, at least three (3) days prior to the date fixed for such annual or special meeting held for the purposes of electing board members.

\*\*\*\*\*

**Amend Article III, Section 3 Number of Directors and Initial Selection of Board by deleting Article III, Section 3 and substituting the following for Article III, Section 3:**

**3. Number of Directors.**

- 3.1. The Board of Directors shall be composed of seven (7) persons starting the third quarter of year 2001.
- 3.2. Directors shall consist only of Owners or spouses of Owners, or where a Person which is an Owner is not a natural person, any natural person having authority to execute deeds in behalf of such Person.

\*\*\*\*\*

**Amend Article III, Section 4 Election and Term of Office by deleting Article III, Section 4 and substituting the following for Article III, Section 4:**

**4. Election and Term of Office.**

- 4.1. At the 2001 Association Annual Meeting two additional board members will be elected by the owners, bringing the total number of board members to 7. The initial terms of the two new board members will be for 1 year each.
- 4.2. The term of each position on the Board of Directors shall be two years, subject to section 4.1 above.
- 4.3. The Directors shall hold office until their respective successors have been elected and hold their first meeting.

\*\*\*\*\*

**Amend Article II, Section 6 Notice of Meeting by deleting Article II, Section 6 and substituting the following for Article II, Section 6:**

6. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail, first class postage pre-paid, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

\*\*\*\*\*

**Amend Article XI, Section 1 Manner of Notice by deleting Article XI, Section 1 and substituting the following for Article XI, Section 1:**

1. Manner of Notice. All notices, demands, bills, statements, or other communication provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage pre-paid, (i) if to an Owner, at the address of his Unit or at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Unit Owners' Association, the Board of Directors or the Manager at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

\*\*\*\*\*

**ADD THE FOLLOWING TO THE BYLAWS AS NEW SECTION 10 UNDER ARTICLE V:**

**10. Rent Collection Upon Delinquency in Payment of Assessment.**

10.1. If a Unit Owner fails to pay any assessment within sixty (60) days of the due date, the Association as determined and directed by the Board of Directors, may collect from any tenant renting the unit any rent then or thereafter due to the Unit Owner. The Board shall apply such rent collected against the outstanding balance of the assessment due from the Unit Owner. Before taking any action authorized by this section 10.1, the Board shall provide written notice of the intent to collect rent to the Unit Owner. The notice shall be sent by first class and certified mail and include the exact amount due and owing from the Unit Owner and indicate the intent of the Association to collect the amount due from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. If the Unit Owner's first mortgagee of record has previously requested in writing that the Association notify it of any delinquency, then the Board shall provide a copy of the notice to the first mortgagee.

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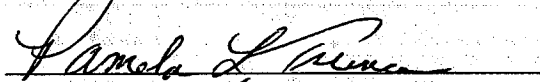
10.2. The Unit Owner shall have thirty (30) days from the date of mailing of the notice to pay all amounts due, including collection costs, or to provide proof of the prior payment of the assessment due. The Unit Owner shall not be entitled to withhold payment of assessments due, assert the right to an offset, or make any deduction from the amounts due, without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful.

10.3. If the Unit Owner fails to make full payment or to file a response as set forth in section 10.2, the Association, by and through the Board of Directors, may notify and direct each tenant renting the Unit to pay all or a portion of the rent otherwise due to the Association. The rent or portion of rent collected shall be the amount asserted as due in the notice to the Unit Owner or the total rent, whichever is less. The Association's right to collect any rent otherwise payable by the tenant to such Unit Owner shall continue until the total assessment, plus any charges thereafter becoming due, are satisfied in full.

10.4. Nothing in this section 10 shall limit the Association's rights to collect the amounts due as authorized in this declaration, the New Hampshire Condominium Act, or according to common law.

\*\*\*\*\*

These amendments to the Bylaws was executed this 19<sup>th</sup> day of April, 2001 by:



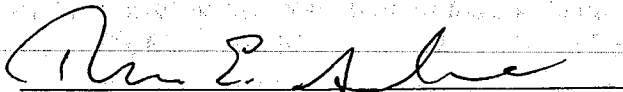
Pamela L. Trunca, President, Villages at Kessler Farm Condominium Association



James E. Valentine, Treasurer, Villages at Kessler Farm Condominium Association

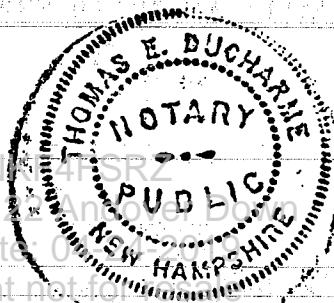
**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April 2001, by Pamela L. Trunca, President of the Villages at Kessler Farm Condominium Association.



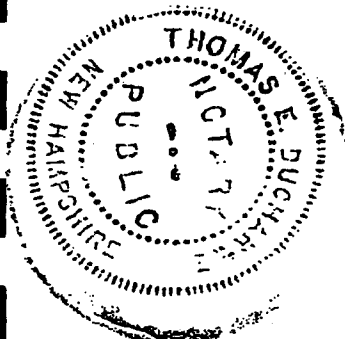
Notary Public - Thomas E. Ducharme

My Commission Expires 14 February 2006



STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April 2001, by  
James E. Valentine, Treasurer of the Villages at Kessler Farm Condominium Association.



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

**CERTIFICATION OF THE SECRETARY**

I, Dana P. Powers, Secretary of the Villages at Kessler Farm Condominium Association do hereby certify that the above Bylaw Amendments were approved by an affirmative written vote of 2/3rds of the unit owners of the Villages at Kessler Farm Condominium Association, and that said vote complied with the requirements of the Condominium Act (RSA 356-B) required for amending the condominium instruments.

Date: 19 April 2001

Dana P. Powers, Secretary  
Villages at Kessler Farm Condominium Association

Bylaw Amendment/EMI

BK6416PG1747

# *Amendment to the Bylaws*

*Date: May 6, 2004*



Order: JNKF4FSRZ  
Address: 22 Andover Down  
Order Date: 04-24-2019  
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Bedford NH 03110-5047 STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY REGISTRY OF DEEDS

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**AMENDMENT OF BYLAWS OF THE  
VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION  
OF NASHUA, NEW HAMPSHIRE**

*NOW COMES*, the Villages at Kessler Farm Condominium Association, a New Hampshire Corporation with a usual place of business in Nashua, New Hampshire, by and through the President and Treasurer of the Association, and as accompanied by the certification of vote by the Secretary of the Association, and pursuant to the authority granted to the Unit Owners by the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act):

DOES HEREBY AMEND the Bylaws of the Villages at Kessler Farm Condominium Association, pursuant to the requirements of the New Hampshire Revised Statutes Annotated Chapter 356-B (Condominium Act) as follows:

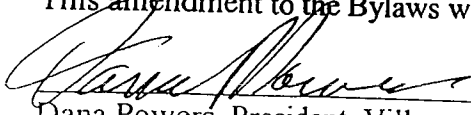
**Amend Article VII, Section 2 Procedure for Reconstruction and Repair by inserting the following as new paragraph (h):**

**(h) Unit Insurance Deductible Assessment:**

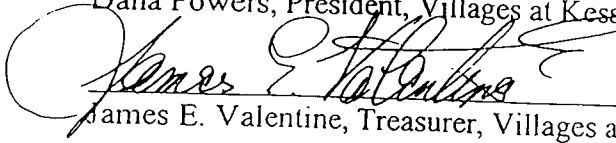
1. In the event of an insurance loss where the Association's deductible is excepted from any loss settlement, the Board of Directors shall assess the full deductible against the Owners and/or Unit which is the cause of the loss, or against the Owners and/or units for which the insurance claim was processed, or prorated, in a manner to be determined by the Board of Directors, and assessed against multiple units if affecting more than one Unit.
2. Unit Owners who have been assessed all or a portion of the Association's deductible shall be obligated to pay, subject to the collection policies established by the Board of Directors, said deductible within 30 days of the billing invoice or notice. Unit Owners may seek reimbursement of any such payments from their individual Unit insurance policies if they have chosen such gap coverage.
3. If the insurance claim damage is contained to only a single unit, and if the affected unit owner of record chooses to manage the repairs of such damage without the assistance of the Association, and if the subject unit owner of record signs a release that indemnifies the Association, upon receipt by the Association of such a release, the full settlement check from the Association's Master Insurance Policy, along with the insurance company's settlement statement reflecting the then current deductible, shall be promptly endorsed over to and immediately sent to the unit owner of record.
4. If the unit owner of record is entitled to and chooses item 3 (above), items 1 and 2 (above) become invalid for this unit owner's specific related claim.

BK 7224 PG 1651

\*\*\*\*\*  
This amendment to the Bylaws was executed this 15<sup>th</sup> day of April 2004 by:



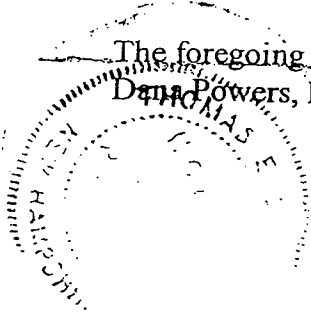
Dana Powers, President, Villages at Kessler Farm Condominium Association




James E. Valentine, Treasurer, Villages at Kessler Farm Condominium Association

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April 2004 by  
Dana Powers, President of the Villages at Kessler Farm Condominium Association.

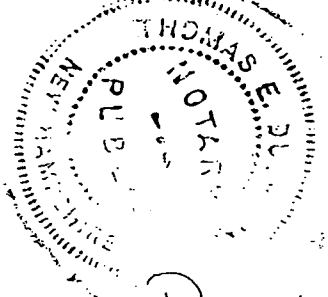




Notary Public - Thomas E. Ducharme  
My Commission Expires 14 February 2006

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April 2004, by  
James E. Valentine, Treasurer of the Villages at Kessler Farm Condominium Association.



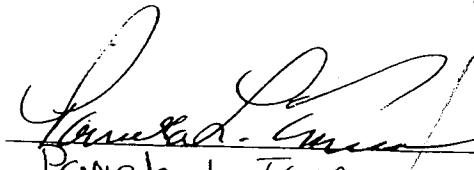


Notary Public - Thomas E. Ducharme  
My Commission Expires 14 February 2006

**CERTIFICATION OF THE SECRETARY**

I, Pamela Trunca, Secretary of the Villages at Kessler Farm Condominium Association do hereby certify that the above Bylaw Amendments were approved by an affirmative written vote of 2/3rds of the unit owners of the Villages at Kessler Farm Condominium Association, and that said vote complied with the requirements of the Condominium Act (RSA 356-B) required for amending the condominium instruments.

Date: 15 April 2004



Pamela L. Trunca, Secretary  
Villages at Kessler Farm Condominium Association

Bylaw Amendment/EMI

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BK 7228 PG. 1652