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evergreen management
360 Route 101 unit 14c

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:

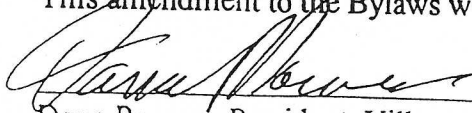
Amend Article VII, Section 2 Procedure for Reconstruction and Repair by inserting the following as new paragraph (h):

(h) Unit Insurance Deductible Assessment:

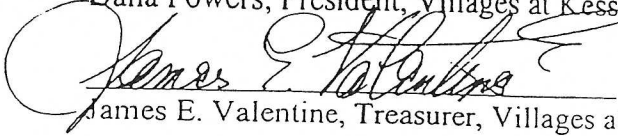
1. In the event of an insurance loss where the Association's deductible is excepted from any loss settlement, the Board of Directors shall assess the full deductible against the Owners and/or Unit which is the cause of the loss, or against the Owners and/or units for which the insurance claim was processed, 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.

amendment made

This amendment to the Bylaws was executed this 15th 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 15th day of April 2004 by
Dana Powers, President of the Villages at Kessler Farm Condominium Association.

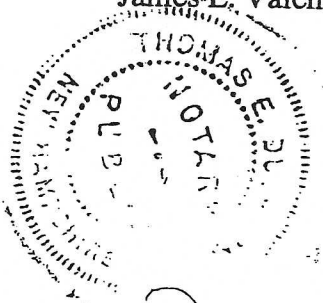




Notary Public - Thomas E. Ducharme
My Commission Expires 14 February 2006

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 15th day of April 2004, by
James E. Valentine, Treasurer of the Villages at Kessler Farm Condominium Association.



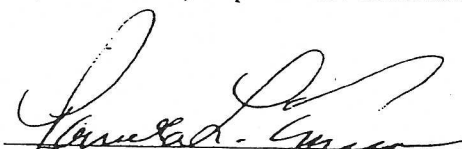


Notary Public - Thomas E. Ducharme
My Commission Expires 14 February 2006

CERTIFICATION OF THE SECRETARY

I, Pamela L. 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

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28-34

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
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.

*Amended
Amended*

DN6416161743

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.

Amendment made.

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.

Amendment made.

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.

Amendment made.

Amend Article II, Section 6 Notice of Meeting by deleting Article II, Section 6 and substituting the following for Article II, Section 6:

amendment made

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:

amendment made

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.

amendment made

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 19th 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

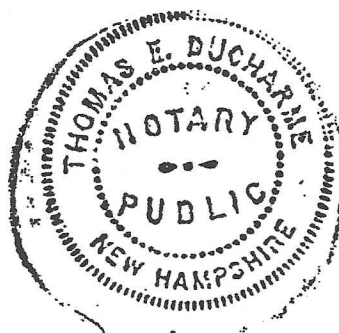
**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 19th day of April 2001, by Pamela L. Trunca, President of the Villages at Kessler Farm Condominium Association.



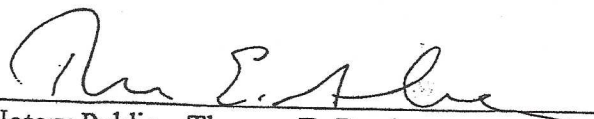
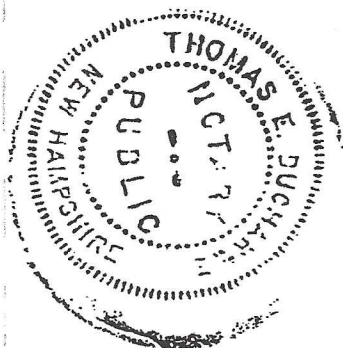
Notary Public - Thomas E. Ducharme

My Commission Expires 14 February 2006



STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th 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 BYLAWS OF THE
VILLAGES AT KESSLER FARM CONDO ASSOCIATION

112-
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"

CO, 11/14/83

Dec 13
Recorded by
04/19/2001 amended

950460

Recorded by
04/19/01
amended

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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 L. 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 L. Huntley
Debra Huntley, Secretary
Villages at Kessler Farm Condo Association

Oct 16, 1989
Date

evergreen management
360 Route 101 unit 14C
Bedford NH 03110-5047

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STATE OF NEW HAMPSHIRE
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OF NASHUA, NEW HAMPSHIRE

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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):

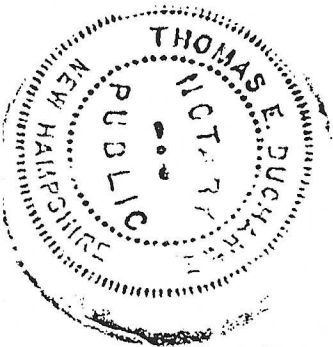
(h) Unit Insurance Deductible Assessment:

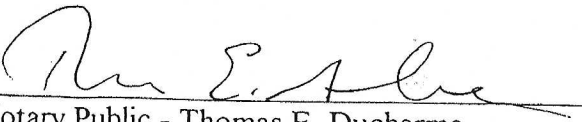
1. In the event of an insurance loss where the Association's deductible is excepted from any loss settlement, the Board of Directors shall assess the full deductible against the Owners and/or Unit which is the cause of the loss, or against the Owners and/or units for which the insurance claim was processed, 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.
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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.

amendment made

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th 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

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Date: 19 April 2001


Dana P. Powers, Secretary
Villages at Kessler Farm Condominium Association

Bylaw Amendment/EMI

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VILLAGES AT KESSLER FARM

Satellite Dishes Policies

- ✓ 1. Satellite dishes may be installed at VKF in accordance with revisions of the FCC regulations, within Limited Common Area defined by the Condominium Documents as deck/balcony.
- ✓ 2. Written notification of the installation for approval must be submitted to the Board of Directors. Such notification shall include: type of satellite dish; size of dish antenna; overall height of the equipment from base to top of antenna; and the specific location of the limited common area for the proposed installation.
- ✓ 3. The size of the satellite dish can not exceed 20" in diameter. The entire installation must be completely contained within the vertical and horizontal boundaries of the Limited Common Area. Installation is not permitted on the outside of, nor extend beyond the deck/balcony railing . Installations are not permitted on porches or main entrance areas.
- ✓ 4. The Board may require the dish installation to be shielded or screened from view with material compatible with reception. The screening material, manner and size, will be determined by the Board; all costs including labor shall be borne by the unit owner.
- ✓ 5. The Board of Directors reserves the right to deny a satellite dish installation for reasons of safety or non-compliance with any of the above. After appropriate notification by the Board, a dish improperly installed may be removed by the Board of Directors with all expenses charged to the unit owner.
- ✓ 6. All questions and written requests should be addressed to the Association Manager in order to minimize confusion and streamline the process.

October 2000

