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2024



UPDATED DECLARATION OF CONDOMINIUM



UPDATED DECLARATION OF CONDOMINIUM, 2024

For Highland Colony, A Condominium
Holderness, N.H.

This document includes the 1990 Declaration
with all the amendments up to 2024 integrated within the text.

Images of the amendments as filed with the
Grafton County Registry of Deeds are appended.

February 8, 2024

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[Book 1883 Page 0666]¹

DECLARATION OF CONDOMINIUM FOR HIGHLAND COLONY² A CONDOMINIUM

THIS DECLARATION is made this 22nd day of March, 1985, and revised in June, 1990, by KRYPTON CORPORATION, a New Hampshire corporation with a mailing address of RFD 3, Box 213, Plymouth, New Hampshire 03264 (hereinafter sometimes called the “Declarant”), for the purposes of submitting certain property to condominium use and ownership in accordance with the provisions of the New Hampshire Condominium Act, N.H. RSA Chapter 356-B (hereinafter sometimes called the “Act”);

WHEREAS the Declarant owns a certain tract of land, with the improvements heretofore or hereafter constructed thereon, located on Mount Prospect Rd. in Holderness, Grafton County, New Hampshire, on which it proposes to construct certain buildings containing a total of thirty-four (34) separate, living units with parking areas, to a condominium project known as HIGHLAND COLONY, A CONDOMINIUM (hereinafter sometimes called “The Condominium”); and

WHEREAS the Declarant intends to sell and convey condominium units in said condominium project, subject to certain mutually beneficial restrictions, covenants, conditions, equitable servitudes, and charges which it desires to impose thereon under a general plan of improvements of The Condominium for the benefit of all of said condominiums and the future owners thereof;

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

¹ **Book and Page** references identify locations in the original document as filed with the Grafton County Registry of Deeds.

² **24th Amendment** to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022. [Book 4728 Page 638] [...] Declaration is amended as follows: 1. The name of the Association shall be changed to reflect the name “Highland Colony.”



ARTICLE I: DEFINITIONS

1-100 [Definitions]³

Certain of the terms as used in this Declaration and in the By-Laws which are annexed hereto as Exhibit B and are made a part hereof, are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefore:

[Book 1883 Page 0667]

1-101 “Act”

means the New Hampshire Condominium Act (RSA Chapter 356-B).

1-102 “Additional Land”

means all of the land which, subject to the provisions of the Condominium Act and the provisions hereof, may be added to the Condominium.

1-103 “Assessment”,

means that portion of the cost of maintaining, improving, repair, and managing the property which is to be paid by each unit owner.

1-104 “Association” or “Association of Owners” or “Homeowners Association”

means the unit owners acting as a group in accordance with the Act, the Declaration, and the Homeowners Association By-Laws.

1-105 “Board” or “Board of Directors”

means the executive and administrative entity designated in this Declaration or the By-Laws of the Homeowners Association as the governing body of said Homeowners Association.

1-106 “Building”

means all of the structures containing units located on the property subject to this condominium.

1-107 “Homeowners Association By-Laws”

means the instrument attached hereto as Exhibit B and made a part hereof, which instrument provides for the self-government of the Condominium by the Homeowners Association.

1-108 “Common Area”

means all that portion of the Condominium, other than the units, and is more particularly described in Chapter 2-400 hereof. Common Area includes Limited Common Area.

1-109 “Common Expenses”

means all expenditures lawfully made or incurred by or on behalf of the Homeowners Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments; “Future Common Expenses” shall mean Common Expenses for which assessment are not yet due and payable.

1-110 “Common Profits”

³ Other than for indications of “Book and Page,” references in brackets are descriptive or editorial and do not appear in the original documents.

Declaration for Highland Colony—A Condominium



means all income collected or accrued by or on behalf of the Homeowners Association, other than income derived from special assessments against individual units as provided for in Paragraph 2-702, Chapter 5-100, Chapter 7-100, Chapter 18, or Chapter 14 hereof.

1-111 “Condominium”

means the real property and any interests therein described in Exhibit A hereof.

1-112 “Condominium Instruments”

means this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A – [Description of the Real Property] a legal description of the real property subjected to this Declaration. Also included within

[Book 1883 Page 0668]

The scope of Exhibit A are the following surveyor’s and engineer’s plans: Highland Colony, A Condominium, Mt. Prospect Road, Holderness, N.H., Surveyed August 1984, by John R. French, Revised March 1985; and as later amended and revised and recorded on August 1, 1989, as [Plan # 5747](#), Grafton County Registry of Deeds⁴.

Exhibit B – [**By-Laws, Regulations**] By-Laws of Highland Links Colony Association, Residency Regulations, Recreation Facility Regulations

Exhibit C – **Condominium Warranty Deed.**

Exhibit D – [**Property Deeds**] Deed from Richard and Judith Dearborn to Krypton Corporation.

Exhibit E – [**Assignment of Interest of Ownership**] Assignment of undivided interest in the Common Area of the Condominium

Exhibit F – [**Easement Deeds**] Easement Deed from Lynn Currier, Michael D. Currier, and Steven D. Currier to Krypton Corporation.

Exhibit G – [**Property Deeds**] Deed from Marcia B. Pine and Richard V. Bergren to Joseph and Deloris Clark; proposed deed from Marcia B. Pine and Richard V. Bergren to Krypton Corporation.

1-113 “Condominium Rules”

means such Residency Regulations as the Homeowners Board from time to time may adopt relative to the use of The Condominium, or any part hereof.

1-114 “Condominium Unit”

means a unit together with the undivided interest in the common area pertaining to that unit.

1-115 “Declarant”

means Mountain River Development Associates, L.L.C., a limited liability company formed and organized under the laws of the State of New Hampshire with a principal place of business at

⁴ [Plan # 5747](#), Grafton County Registry of Deeds (in the Appendix)

Declaration for Highland Colony—A Condominium



Holderness New Hampshire and a mailing address of 340 Main Street, Worcester, Massachusetts 01608 its successors and assigns.⁵

1-116 “Declaration”

means this instrument.

1-117 “Highland Links, a Condominium”

means the premises described in Exhibit A including land, all buildings and other improvements, and structures now or hereafter erected thereon, all easements rights and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.

1-118 “Institutional Lender”

means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the ongoing entities.

[Book 1883 Page 0669]

1-119 “Limited Common Area”

means a portion of the common area reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.

1-120 “Manager”

means the person designated by the Homeowners Board to manage the affairs of The Condominium, and to perform various other duties as may be assigned to such person by the homeowners’ Board in accordance with the provisions of the Declaration and the By-Laws.

1-121 “Share”

means the assigned, undivided interest in and to the Common Area attributed to each unit as set forth in Chapter 2-600.

1-122 “Supplemental Declaration”

means any Declaration of Covenants and Restrictions which by its terms is expressly made supplemental to this Declaration.

1-123 “Unit”

means a portion of The Condominium designated and intended for individual ownership and use. Garages shall be included within the source foot calculations used to determine the size of a unit and its undivided interest in the Common Area.

1-124 “Unit Owner”

means one or more persons who own a condominium unit.

1-125 “Rear of Unit”

⁵ **1st Amendment to Declaration of Condominium for Highland Links Colony-A Condominium.** THIS AMENDMENT is made this 8th day of July, 1995, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATED, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, [...] NOW, THEREFORE, for value received, the Declaration is hereby amended as follows: **Delete Article 1-115 and insert in place thereof the following:** [1-115 above]



means the single side of the unit that faces the assigned parking spaces for the subject unit.

ARTICLE II: INFORMATION REQUIRED BY SECTION 356-B:16

2-100 Description of Land.

A legal description of the Submitted Land, consisting of 53.95 acres, on which the buildings and other improvements in The Condominium are located is contained in Exhibit A attached hereto and made a part hereof. The Submitted Land includes an existing golf course, and proposed cross country skiing trails.

2-200 Description of Buildings.

There are intended to be no more than twenty-two (22) residential buildings in the Condominium. Containing a total of no more than thirty-four (34) Units, the buildings will be constructed of wood frame and concrete block on a concrete slab or foundation. The Declarant may, as part of the initial construction of a Unit, construct an attached garage designed to accommodate no more than two (2) vehicles in accordance with as-built floor plans, to be recorded simultaneously with the instrument of conveyance. Any garage so constructed shall be constructed of wood frame and concrete block on a concrete slab. No condominium Unit shall contain more than one (1) garage. In addition, the Condominium consists of an existing Community Center building, swimming pool, and a tennis court.⁶

2-300⁷ Description of Units.

The unit number and dimensions of each unit are show on the Site Plan and Floor Plans

[Book 1883 Page 0670]

referred to in Exhibit A and that exist in the Grafton County Registry of Deeds. The Boundaries of each unit with respect to floors, ceilings, walls, doors and windows thereof are as follows:

2-301 Horizontal Boundaries:

The unfinished or undecorated interior surfaces of the lower most basement floor.

The unfinished or undecorated interior surface of the upper most ceiling.

2-302 Vertical Boundaries:

The unfinished or undecorated interior surfaces of the perimeter walls.

The unfinished or undecorated exteriors of the windows, window frames and perimeter doors.

2-303 Garages.

Any garage appurtenant to any unit shall be shown on site plans and floor plans and shall have the same boundary restrictions as units described above.

2-304 Doors and Windows.

⁶ 9th Amendment to Declaration of Condominium for Highland Links Colony-A Condominium. THIS AMENDMENT is made this 10th day of June 1999, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATED, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, [...] 1. Delete from Paragraph 2-200 of the First Amendment and insert in place thereof the following: [2-200 as above].

⁷ 24th Amendment delete and replace 2-300 and all subheadings.



The exterior/perimeter doors and windows of each unit shall be considered part of the Unit and not Common Area.

2-400 Common Area [Areas and Elements Not Exclusive to Individual Units].

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

2-401 [Property That Is Common Area]

The land on which the buildings containing the Units are located and the walks, shrubbery, and other plantings, parking areas, roads and driveways, community building, golf course, tennis court, swimming pool, and other land and interests in land included in the description of The Condominium in Exhibit A.

2-402 [Structural Elements of Buildings, Utility Facilities Furnishings]

The foundations, column girders, beams and supports, and roof of each building; the perimeter walls around each unit to the unfinished or undecorated interior surfaces thereof and any other walls, windows, window frames, doors, and door frames which are not within a Unit; the area between the unfinished or undecorated interior surfaces of the ceiling and floor above; and any facilities for the furnishing of utility services or waste removal which are located within said areas with the expressed exception of water systems that serve the Units.

2-403 [Utilities, Chimneys Serving More than One Unit]

The sewerage disposal and water systems, chimneys serving more than one unit, electrical and telephone systems serving The Condominium, to the extent said systems are located within The Condominium, and are not owned by the supplier of the utility service (but not including any portion thereof contained within and servicing a single Unit unless such portions are entirely encased within other common area within the unit).

[Book 1883 Page 0671]

2-404 [Elements that Furnish Utilities Not Located Within a Unit]

The pipes, ducts, flues, chutes, conduits, plumbing, wires and other utility installations and facilities for the furnishing of utility services or waste removal not located within a unit and any such facilities located within a unit, which either serve parts of The Condominium other than the unit within which they are located or are entirely encased by other common area within them, and

2-405 [“Personal Property,” i.e., Items Owned by the Association]

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 this Declaration or its exhibits.

2-406 Deleted, June 1990

2-407 [Maintenance of the Common Area]

The Association is responsible for maintaining operating and repairing and paying for the maintenance, operation, and repair of all Common Areas except as provided otherwise in this Declaration.



2-408 Deleted. [Doors and Windows—Not Common Area].^{8,9}

2-500 Limited Common Area [Areas Exclusive to the Individual Units].

There is appurtenant to each of the units Limited Common Areas which are limited to the exclusive use of the owner or owners of the units or units to which they are appurtenant:

2-501 [Areas Around Units]

There is predicated to each unit as Limited Common Area the land immediately adjacent to the non-rear of the unit of each individual unit for a distance of twenty-five (25) feet; provided, however, that in the event of units which are closer than fifty (50) feet, the Limited Common Area between such units shall be one-half of the distance. In addition, there is predicated to each unit as Limited Common Area the land immediately adjacent to the rear of the unit of each individual unit for a distance of fifty (50) feet, the Limited Common Area shall extend only to said right-of-way or property border, and provided further, that in the event of units which are closer than sixty-five (65) feet, the Limited Common Area between the units shall be a prorated share of the land based upon the rights enjoyed by each unit. Each unit owner shall be required to keep these respective yard areas in good order at all times. The maintenance of these Limited Common Areas shall be a common expense borne by all members of the Association. Said Limited Common Areas shall be measured as being adjacent to the non-rear side of any garage which is attached to a dwelling unit. Any detached garage shall not have Limited Common Area immediately adjacent to it, but said area shall be Common Area.

2-502 Deleted, June 1990

2-503 Deleted, June 1990

[Book 1883 Page 0672]

2-504 [Use of Currier Road]

There is appurtenant to the units numbered 28 through 34 as Limited Common Area the right to use the road bordering the property of the Condominium and William G. Cushing, and Charles L. Currier known hereafter as Currier Road. The location, extent of interest and the use and maintenance is limited by an agreement between Krypton Corporation and Lynn Currier, Michael D. Currier and Steven D. Currier which is attached to this Declaration as Exhibit “F”. The methods used to assess maintenance, operational, and capital costs for this road is described in Section 10-600. Said road may, at some future date, be accepted as a public road by the Town of Holderness, at which time all former rights and obligations to that private way will be extinguished without prejudice of recourse to the Declarant.

⁸ [23rd Amendment] Note: The Amendment is not numbered in the original.] Amendment to Declaration of Condominium for Highland Links Colony, A Condominium. [November 3, 2011] “NOW THEREFORE, Highland Links Colony Homeowners Association does hereby amend the Declaration of Condominium for Highland Links colony, A Condominium by adding a new Section 2-408 to said Declaration, as follows: [As above.]

⁹ 24th Amendment to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022. [Book 4728 Page 641] [...] Declaration is amended as follows: **4. Delete Article 2-408 added by amendment in 2011. Note that deletion of Article 2-408 will nullify Amendment 23 that states the Unit Owner and Association each pay for one-half the cost to repair or replace perimeter doors, windows and window frames for a Unit.**



2-600¹⁰ Unit Values

The undivided interest appurtenant to each Unit in The Condominium is allocated on the basis of value as permitted by New Hampshire RSA356B: 17. The relative value of each unit shall be ascertained and determined by its Group, it being understood and acknowledged that larger Units generally have a higher value than those which are smaller and that single-story “ranch- style construction” Units of a given size generally have a higher value than multi-story or townhouse Units of that same size the relative value shall be ascertained as follows:¹¹

SCHEDULE A				
Allocation of Percentage of Undivided Units				
Multi-Story or Townhouse Units:				
Group No.	Square Footage	Unit Numbers	Value	Percentage
Group 1	1,250 to 1,400	21, 26	\$96,750	2.68%
Group 2	1,401 to 1,750	13, 15, 16, 17, 23, 25, 27	\$100,000	2.76%
Group 3	1,751 to 2,000	12, 20, 24	\$103,250	2.86%
Group 4	2,001 to 2,250	14	\$106,500	2.94%
Group 5	2,251 to 2,500	None	\$109,750	-
Group 6	2,501 to 2,750	None	\$113,000	-
Group 7	2,751 to 3,000	None	\$116,250	-
Group 8	Over 3,000	None	\$119,500	-
Single Story or Ranch Style Units:				
Group 9	1,300 or less	11, 19	\$96,750	2.68%
Group 10	1,301 to 1,500	10	\$100,825	2.79%
Group 11	1,501 to 1,700	3, 4, 29	\$104,900	2.90%
Group 12	1,701 to 1,900	6, 7, 8, 9, 18, 33	\$108,975	3.01%
Group 13	1,901 to 2,100	30, 32, 34	\$113,050	3.13%
Group 14	2,101 to 2,300	1, 28, 31	\$117,125	3.24%
Group 15	2,301 to 2,500	None	\$121,200	-
Group 16	2,501 to 2,700	2, 5	\$125,275	3.46%
Group 17	2,701 to 2,900	None	\$129,350	-
Group 18	Over 2,900	None	\$133,425	-

To assign a Unit to its appropriate Group, the square footage of the Unit shall be determined by measuring interior first-level and second-level space, exclusive of storage space under eaves and storage space over garage space. The square footage of porches and garages are included. Outside decks are not to be included in the calculation of square footage; however, fifteen percent (15%) of the square footage of the basement area of a units shall be included in the calculation of overall square footage for the purpose of ascertaining value. The relative value of Units which have been constructed and conveyed are as set forth in Schedule A, attached hereto. The Declarant reserves the right to record from time to time, amendments to the within declaration executed by the Declarant solely, requiring no consent of the Association or any other Unit Owner, or mortgage. The purpose of such amendment shall be to reallocate the undivided interest in the Common Area, appurtenant to each Unit at such time as each Unit to be constructed by the Declarant is substantially completed and brought into the Condominium by means of recording of a site plan, as-built floor plans and such an amendment. Any such reallocation, however, shall be accomplished on the basis of value as set forth hereinabove. The value for each unit (determined on the basis of

¹⁰ **5th Amendment** Declaration of Condominium for Highland Links Colony – A Condominium [Book 2246 Page 0852] This Amendment is made this 10th day of September, 1996, by Mountain River Development Associates, L.L.C. [...] **1. Delete paragraph 2-600 from the Declaration and insert in place thereof the following:** [as above].

¹¹ “[A]s follows”: Refers to a table in the Fifth Amendment. In place of that, this is the final allocation table from the **Twenty-First Amendment**.



its Group as set forth above) shall not be subject to amendment or change, unless by further amendment to the Declaration signed by all parties, and recorded in the Grafton County Registry of Deeds, but it is understood and agreed that as additional units are brought into the Condominium, the undivided interest appurtenant to all Units in the Condominium shall be reallocated on the basis of value, and in accordance with the then-current allocations of value among groups.¹²

2-601 Voting Rights.

There shall appertain to each condominium unit in The Condominium, for voting purposes in connection with meetings of the Association one vote per unit. Where a particular condominium unit is owned by more than one person, said owners may not divide the vote appertaining to the unit.

2-700 Statement of the Purposes of Condominium Use.

The Condominium is primarily intended for residential use and the following provisions, together with the provisions of The Condominium Residency Regulations, are in furtherance of this purpose.

2-701 [Right of Occupancy]

Each Unit shall be occupied and used primarily for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units, so long as any lease or rental agreement shall be for at least ninety (90) days, and so long as the lessees or tenants thereof occupy and use the leased premises in accordance with the previous hereof.¹³

2-702 [Use of the Common Area]

The Common Area shall not be used in a manner which is inconsistent with the residential character of The Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and anyone causing such damage shall pay the expense incurred by the Board in repairing the same. No

[Book 1883 Page 0673]

boats, boat trailers, snowmobiles, barbeque grills or other personal property shall be stored in the Common Area. Storage of such items shall be inside the common storage facility, the unit or garage as space permits and subject to the direction of the Board. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board.

2-703 [Noxious Behavior, Hazards]

No noxious or offensive use shall be made of any part of The Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of The Condominium which shall constitute a fire hazard, or which will result in the cancellation of insurance on any part of The Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be

¹² These last two paragraphs in 2-600 are just as they appear in [the 5th Amendment](#) in 1996. They were not changed in any later amendment.

¹³ [24th Amendment](#) to Declaration of Condominium for Highland Colony Condominium formerly known as Highland Links Colony, A Condominium. May 17, 2022. [Book 4728 Page 641] [...] Declaration is amended as follows: **5. Amend Article 2-701 as follows: Replace all of 2-701 including subparts with the following: [2-701 as above.]**



made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

2-704 [Signs]

No signs (except as provided in Paragraph 2-706 below), clothes lines, television antennas, refuse, or loose clothing or similar material or equipment shall be hung, posted, or otherwise so placed as to be within the public view or within the view of other owners without the prior written consent of the Board.

2-705 [Animals]

No animals, livestock, or poultry, except those animals commonly thought of as household pets, shall be kept anywhere withing The Condominium.

2-706 [Ownership of Unsold Buildings]

The Declarant shall be deemed to be the owner of any condominium units not sold by the Declarant and the Declarant and its representatives and assigns may make such use of such unsold condominium units and of the Common Areas as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the property and the displaying of signs; However, all of the foregoing shall not substantially interfere with the comfortable and convenient use of The Condominium units by the respective unit owners. The Association shall have the right to place reasonable building and unit identification signs, and signs notifying users of the Common Area of the use, or other pertinent items concerning those facilities or areas.

2-707 [Right to Amend Instruments]

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

2-708 [Right of the Board to Withdraw Consent 2-700]

The consent of the Board referred to in this Chapter 2-700 may be withdrawn by the Board whenever it deems such withdrawal to be in the best interests of The Condominium.¹⁴

2-709 [Encroachment]

None of the rights and obligations of the owners created

[Book 1883 Page 0674]

herein or in any deed conveying a condominium unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments, except to the extent that any unit or Common Area, whether by reason of any deviation from the Site Plan and the Floor Plans in the construction repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, and valid easements for such encroachments shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of an owner or owners if said encroachment occurred to the willful and intentional misconduct of said owner or owners or their agents or employees.

¹⁴ This section refers to 2-701 "Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board"; 2-703 "No use shall be made of any part of The Condominium which will increase the rate of insurance on the Common Area without the prior written consent of the Board"; 2-704 "No signs [...] without the prior written consent of the Board."



2-710 [Right to Amend Regulations]

The Association is empowered to adopt and amend, from time to time, Recreation Facility Regulations concerning the use of The Condominium’s recreation facilities.

2-711 [Right to Charge Fees to General Public]

Nothing in this Declaration is meant to restrict the Association from authorizing the use of the recreation facilities located in the Common Area by members of the general public for a fee. The Association may authorize said use, subject to any Recreation Facility Regulations as per Section 2-710. All fees generated from the use of the recreation facilities shall be subject to any contractual obligations and shall be considered common profit.

2-712 [Subdividing, Selling, Abandoning Property]

Nothing in this Declaration is meant to prevent the Association from subdividing and selling, or abandoning the use of the golf course provided the other procedural provisions of this Declaration are followed. Notwithstanding anything contained herein to the contrary, the Association is not obligated to keep and maintain any portion of the Common Area as a golf course. The Association shall, however, make the golf course and related assets available for a net lease to a third-party lessee for a period of five (5) years from the date hereof with the expectation and understanding that said golf course premises and related assets shall be kept and maintained without cost or expense to the Association. In the event that all thirty-four (34) Units referred to in Paragraph 2-714 of the Declaration have been conveyed of record prior to the expiration of said five (5) year period, then the Association shall from and after the date of recording of the deed conveying the thirty-fourth (34th) Unit, no longer be required to lease the golf course and any related assets.¹⁵

2-713 [Liability to Association for Use of Golf Course]

Since the sport of golf can be hazardous, and it may result in property damage, or personal injury, all owners, their guests, invitees, and families shall hold the Association harmless for any damage or injury which results from golfing activity on the property.

2-714 [Units Yet to Be Constructed].

It is acknowledged and agreed that despite the fact that thirty-four (34) condominium Units were declared originally and intended to have been built by Krypton Corporation, that as of the date of the within Amendment, only fourteen (14) units have been constructed. The parties, further, acknowledge and agree that a material inducement to the Declarant to enter into the within instrument is the express and explicit acknowledgment by all the parties that the Declarant with no obligation to complete the construction of the remaining twenty (20) units which were originally the subject of the Declaration reference being made, and had to New Hampshire, [RSA 356-B: 29](#). The declarant, however, at its option, shall be entitled to elect to construct as many as twenty (20) units within The Condominium, which shall be governed by and held and transferred subject to the within Declaration. When each unit to be constructed by the Declarant is in fact substantially complete, the Declarant shall be entitled to record in the Grafton County Registry of Deeds an “as built” floor plan, and amended site plan depicting the exact location, size, and dimensions of each such Unit. From and after the date of recording of said plans, together with an amendment to the Declaration acknowledging the Declarant’s intention that each such Unit be deemed to constitute a portion of the Condominium. Then,

¹⁵ [1st Amendment to Declaration](#) of Condominium for Highland Links Colony-A Condominium. 8. There shall be added to section 2-712 the sentence “Notwithstanding....”



the undivided interest appurtenant to all Units in the Condominium shall be reallocated, and the owner of said declared Unit shall be thereafter liable for common expense assessments levied against said Unit and shall be entitled to a vote with respect thereto. The Declarant shall only convey Units which are substantially complete. No Unit containing less than 1,250 square feet, or in excess of 3,000 square feet, as determined by the formula as set forth in the within amendment, shall be constructed without the express written approval of the aforementioned Association. The Declarant further shall allow a representative of the aforementioned Association to review the proposed design of Unit 18 and Unit 19. Although the aforementioned representative shall be entitled to propose suggestions and alternatives with respect to such design. It is expressly understood and agreed that the Declarant shall not be required to obtain the consent of the representative or the Association with respect to such design or designs. No foundation shall be poured or otherwise installed until such time as any and all applicable building permits with respect to said foundation and the structure to be placed thereon have been obtained. Upon the pouring or installation of each such foundation to be so poured or installed, the Declarant shall proceed diligently toward the full construction and completion of the structure or structures to be located upon each such foundation in a timely manner. Until such time as each such Unit has been declared, then the Declarant shall not be entitled to vote with respect to any undeclared Unit, but also the Declarant shall not be required to pay any common expense assessments with respect thereto.¹⁶

2-800 Person to Receive Service of Process.

2-801 [Lawful Process against Declarant]

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

2-802 [Board Members Who May Receive Process]

Any member of the Board of Directors whose residence is in The Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this Paragraph, the place of business of the Board shall be considered to be Mt. Prospect Road, Holderness, New Hampshire.

2-803 [Service of Process Against Declarant]

Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon the President of the Association at the address set forth or kept on file in the records of the Association.¹⁷

[Book 1883 Page 0675]

2-900 Vote to Rebuild.

The provisions as to the percentage of votes by the Owners which shall be determinative of the question whether to rebuild, repair, restore, or sell The Condominium, in the event of damage or

¹⁶ **1st Amendment to Declaration** of Condominium for Highland Links Colony-A Condominium. 7. There shall be added to the Declaration paragraph 2-714, [as above]

¹⁷ **1st Amendment to Declaration** of Condominium for Highland Links Colony-A Condominium. 16. Delete reference to "David L. Kent [...]" insert the following: "the President of the Association [...]" records of the Association."



destruction of all or part thereof are set forth in Article 3.

ARTICLE III: INSURANCE AND VOTING

3-100 Insurance to be Obtained.

The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:

3-101 Fire Insurance

with Extended Coverage, vandalism and Malicious Mischief Endorsements, insuring the Buildings in The Condominium, including without limitation all such portions of the interior of such Building as are for insurance purposes normally deemed to constitute part of the Building and customarily covered by insurance, such as heating and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures, except for improvements made by individual owners which exceed a total of One Thousand Dollars (\$1,000.00) and which are not reported to the insurer, such insurance to be in an amount at least equal to the full replacement value of the Building, and to be payable to the Board as trustees for the unit owners and their mortgagees as their respective interests may appear.

3-102 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 Unit Owner's Association, the Manager, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to The Condominium and all unit owners and other persons entitled to occupy any unit or other portion of The Condominium, 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 the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive or joint use.

3-103 Workmen's Compensation

Insurance as required by law.

3-104 [Other Insurance]

Such other insurance as the Board may determine such as special coverage for the use of the recreation facilities.

3-200 General Insurance Provisions:

3-201 The Board shall deal with the insurer

or the insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Chapter 3-100 above, and shall review with the insurer or insurance agent at least

[Book 1883 Page 0676]

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 3-101 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirement of such Chapter.

3-202 [Physical Damage Insurance]

The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under Paragraph 3-101, above:

- (a) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners and members of the family or any owner who reside with said owner, except in cases of arson or fraud;
- (b) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has “no control”;
- (c) Shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written notice to all of the insured thereunder and all mortgagees of condominium units in The Condominium;
- (d) 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; and
- (e) Shall exclude policies obtained by individual owners from consideration under any “no other insurance” clause.

3-203 [Owners’ Additional Insurance]

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 Chapter 3-100 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 are 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.

3-204 [Personal Property Insurance]

Each owner must obtain insurance for his benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, all floor coverings whether or not fixtures, and all improvements to his unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported in writing to the Board.

3-205 [Notifying Board of Construction Improvements]

Each owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of improvement to his condominium unit

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(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 3-101 of any such improvements.



3-300 Procedure in the Event of Damage or Destruction.

In the event of damage or destruction of all or part of The Condominium, as a result of fire or other casualty:

3-301 [Repair of Damage]

The Board shall arrange for the prompt repair and restoration of the damaged or destroyed portion of The Condominium and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments UNLESS The Condominium is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of [the buildings in The Condominium, and the Association by a vote of]¹⁸ eighty percent (80%) of the owner's total voting power votes not to repair, reconstruct or rebuild the damaged or destroyed property, and to terminate The Condominium. Any cost of such repair and restoration in excess of the said insurance proceeds shall constitute a Common Expense and the Board may assess all the owners for such excess in the same manner as Common Expenses are assessed. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be added to The Condominiums reserves for contingencies and replacements, or in the discretion of the Board, distribution by the Board to the owners and their mortgagees as their interests may appear, in accordance with the fraction set forth in Chapter 2-600. (In the event that The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and unless the owners by a vote of eighty percent (80%) of their total voting power determine otherwise in accordance with Paragraph 3-303 hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed property shall be deemed a determination by the Association to repair, reconstruct, and rebuild.

3-302 [Damage to the extent of 75%]

If the said property is damaged or destroyed to the extent of seventy-five percent (75%) or more of the total replacement value of the buildings in The Condominium, and the Association by a vote of eighty-percent (80%) of the owners' total voting power votes not to repair, reconstruct or rebuild, or if The Condominium is damaged or destroyed to the extent of less than seventy-five percent (75%) of said value and the owners by a vote of eighty percent (80%) of their total voting power elect to sell The Condominium, then the Board shall record at the Grafton County Registry of Deeds,¹⁹ a termination agreement or amendment and upon the recording of said notice, The Condominium, in its damaged condition, shall be deemed to be removed from the provisions of the Act and to be owned in common by the individual owners, each owning an undivided interest equal to the fraction set forth in Chapter 2-600 hereof, and any liens on any Condominium unit shall be deemed to be transferred to the undivided interest of the owner of said encumbered Condominium unit in accordance with

[Book 1883 Page 0678]

the then existing priorities. Upon the recording of said Termination Agreement of Amendment, the said property shall be subject to a petition by any owner to the Board for its sale and for

¹⁸ This phrase, "the buildings in The Condominium, and the Association by a vote of," does not appear in the original. A suspected inadvertent omission.

¹⁹ **1st Amendment to Declaration** of Condominium for Highland Links Colony-A Condominium. 13. Delete from Section 3-302 reference to "the Belknap County Registry of Deeds" and insert in place thereof "the Grafton County Registry of Deeds."



partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in parts and at one or more sales, upon such terms and conditions as the Board in its sole discretion, deems in the best interest of the owners and the net proceeds of such sale or sales, together with the net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Board among all the owners in proportion to their respective undivided interests in said property, after first paying out of the Share of each owner, to the extent sufficient for that purpose, the amount of any unpaid liens on this undivided interest in the order of the priority of such liens.

3-303 [Selling the Condominium in the Event of Damage]

Notwithstanding the provisions of Paragraph 3-301 and 3-302, the unit owners, by a vote of eighty percent (80%) of their total voting power may elect to sell The Condominium in its damaged condition, in which event the Termination Agreement or Amendment shall be recorded in accordance with the provisions of Paragraph 3-302 above, said notice to have the same legal effect as set forth in said Paragraph 3-302. In the event of any sale or sales, either under said Paragraph 3-302 or this Paragraph, the Board is hereby authorized to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

3-304 Deleted June 1990

ARTICLE IV: EXTENT OF OWNERSHIP AND POSSESSION BY OWNER

4-100 [Extent of Ownership]

Subject to the provisions of this Declaration, each owner shall be entitled to the exclusive ownership and possession of his unit and his garage (if any). No owner shall be deemed to own the unfinished or undecorated surfaces of the perimeter walls, floors, and ceilings, surrounding his condominium unit or garage, nor shall an owner be deemed to own pipes, wires, conduits or other utility lines running through said condominium unit or other structural support members of a building which items are hereby made a part of the Common Area. An owner shall, however, be deemed to own the walls and partitions which are contained within said owner's condominium unit or garage and shall also be deemed to own the interior finished or decorated surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.

4-200 [Use of Assigned Property]

Each Unit shall have appurtenant to it an undivided interest in the Common Area as provided in Section 2-600 set forth hereinabove.²⁰ No such interest shall be altered in a manner except as provided in section 2-600 which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the unit to which it appertains, it being deemed to be conveyed or encumbered with the unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each unit owner may use the

[Book 1883 Page 0679]

²⁰ **1st Amendment to Declaration:** 14. Delete from Section 4-200 the first sentence and insert in palace thereof the following: Each Unit shall have... [As above.]



Common area, excepting Limited Common Area, in accordance with the purpose for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other owners or otherwise violate the provisions hereof or of any Condominium Residence Regulations adopted pursuant to said provisions. The Declarant has specifically preserved the right to reassign the undivided interest in the Common Area in Section 2-600. This reassignment shall not extend to the single vote per unit as provided in section 2-601.

4-300 [Use of Limited Common Area]

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

ARTICLE V: OWNER'S OBLIGATION TO REPAIR

5-100 [Property Appearance and Building Upkeep]

Each owner shall, at his own expense, keep his condominium unit and garage (if any) and its equipment and appurtenances in good order, condition and repair. In addition to keeping the interior of the unit in good repair, each owner shall be responsible for the maintenance, repair, or replacement of any bathroom, kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows and window frames, and other property which are not Common Area, and which are located in his condominium unit or garage. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal which are Common Area within his condominium unit or garage. Each owner shall also, at his own expense, keep the Limited Common Area appurtenant to his unit in a neat and orderly condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event an owner fails to make such repairs after thirty (30) days written notice of the need for the same is given to him by the Board, the Board may enter and make such repairs, the expense of which shall be borne by said owner. The Association shall, at common expense, maintain in a reasonable and normal manner the Limited Common Area, and make repairs due to normal wear and tear. No owner shall permit any repair or other work in his unit, garage, or the Limited Common Area appurtenant to his unit by anyone unless such person or entity has furnished written evidence that is has obtained reasonable adequate Public Liability and Workmen's Compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with the governmental laws ordinances, rules and regulations or is under \$500.00 in value.

ARTICLE VI: PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER



6-100 [Permission Required]

No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board;

6-101 [Structural Alterations]

Make or permit to be made any structural alteration, improvement, or addition in or to his condominium unit, garage, or in or to any other part of The Condominium;

6-102 [Impairment of Structural Soundness]

Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the Building or any other structure in The Condominium;

6-103 [Impairment of Easements]

Impair any easement or right or personal property which is a part of The Condominium;

6-104 [Painting or Decoration]

Paint or decorate any portion of the exterior of the Building or any other structure in The Condominium or any Common Area therein.

6-105 [Structural Additions]

No structural additions shall be permitted to the exterior of the individual Units within the Limited Common Area without the approval of two-thirds (2/3) or more of the total voting power of all Unit owners. Any such structural addition requires a fee group increase for the Unit involved. Any such structural addition must be located totally within the Limited Common Area appurtenant to the Owner's Unit. No construction is to begin prior to receiving the required approval. No internal modifications of individual Units which would increase the number of presently existing bedrooms shall be permitted. Additions constructed under this amendment shall not expand the boundaries of the Limited Common Area. Structural alterations which do not increase the individual unit footprint are subject to approval by the Board of Directors.²¹

ARTICLE VII: ENTRY FOR REPAIRS

7-100 [Inspecting Properties and Removing Violations]

The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more unit owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency

²¹ **22nd Amendment.** Note: The Amendment is not numbered in the original] Proposed Declaration & By-Laws Amendments for Highland Links Colony, A Condominium (As approved during the Annual Homeowners Meeting held September 25, 2004) [Book 3249 Page 0213]: **1.) Delete Section 6-105 of the Declaration (as found in the Fifth Amendment) and insert in place the following: [As above].**



repairs are necessitated by the negligence of one or more unit owners, in which case the negligent unit owner or unit owners shall bear the expense of such repairs.

ARTICLE VIII: BY-LAWS

The By-Laws shall be as set forth in EXHIBIT B attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association, provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in [RSA 356-B:37](#). Any amendment shall be effective upon recording in the Grafton County Registry of Deeds.

[Book 1883 Page 0681]

ARTICLE IX: CONVEYANCES

9-100 [Sale, Lease, Mortgage of Units]

The sale and leasing and mortgaging of condominium units shall be subject to the following provisions notwithstanding anything herein elsewhere contained:

9-200 [Sale of Condominium Unit]

Neither the Declarant nor any unit owner shall be required to obtain approval of the Association for the sale or lease of any condominium unit.

9-300 [Requirement to Pay Assessments Prior to Sale]

No owner shall convey, mortgage, sell or lease his unit unless and until he shall have paid in full to the Board all Assessments contained in Articles 2, 5, 7, 10, 14, and 18 which are then due.

ARTICLE X: ASSESSMENTS

10-100 [Requirement to Pay Assessments]

Each Unit Owner shall pay all common expense assessments lawfully rendered with respect to his, her or its Condominium Unit. All expenses which are incurred and any amounts so assessed but unpaid shall be secured by a lien as provided in New Hampshire [RSA 356-B:46](#).²²

10-200 [Requirement to Pay Assessments Prior to Sale or Lease]

No owner shall convey, mortgage, sell, or lease his condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred, and sums theretofore assessed by the Board against his condominium unit which are due and unpaid. Any unit owner or purchaser of a condominium unit, having executed a contract for the disposition of said condominium unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid Assessments currently levied against that condominium unit. Such requests shall be in writing and shall be directed to the Board of Directors. The statement

²² [1st Amendment to Declaration](#): 15. Delete from Section 4-200 the first sentence and insert in place thereof the following: Each Unit shall have... [[RSA 356-B:46 Lien for Assessments](#).]



shall be binding on The Association, the Board of Directors, and every unit owner. Payment of a fee not exceeding Ten Dollars (\$10.00) may be required as a prerequisite to the issuance of such a statement. A purchaser of a condominium unit shall be liable for the payment of any such expenses or Assessments against said condominium unit prior to its acquisition by him which are unpaid as to the time of said acquisition, whether or not such expenses or Assessments are then due, except that an institutional mortgagee or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or Assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and Assessments becoming due thereafter.

[Book 1883 Page 0682]

10-300 [Exercise of Liens Against Owners]

The lien for unpaid Common Expenses or other expenses or Assessments, once perfected, shall have the priorities set forth in [RSA356-B: 46, I](#). Any lien may be exercised for any unpaid Common Expenses or other expenses or Assessments after thirty (30) days from the due date. The lien shall include interest, costs, and attorney's fees, 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 Association. The 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.

10-400 [Owner's Share of the Common and Limited Common Area Budget]

An owner's share of the budget for operation, maintenance, or normal capital costs of Common and Limited Common Areas shall be based upon his interest in the Common Area as shown in Exhibit "E". Special assessment shall be made by the Board of Directors as provided in the Declaration and the Association By-Laws on a reasonable basis. The Declarant has reserved the right to modify Exhibit "E" in Section 2-600 of this Declaration, however, no unit shall be less than 1,400 square feet. From and after January 1, 1986, the annual assessment may be increased by vote of the unit owners, as hereinafter provided, for the next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In setting the assessment, the operation costs for the golf course, any limited Common Area whose maintenance is assigned to particular units, and the remainder of common expenses. Assessment to individual units shall be assigned according to the provisions of this Declaration. Subject to the limitations in this paragraph, and the periods herein specified, the Association may change the maximum and basis of the assessment fixed herein prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the unit owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all unit owners in accordance with [RSA 356-B:37](#).

10-500 Deleted June 1990

10-600 [Costs Relating to Easement of Units Using Carrier Road]

Those units which have appurtenant to them according to section 2-504 the right to use a road which borders The Condominium and land of William Cushing, and land of the estate of Charles L. Carrier are subject to an easement deed between Lynn Courier, Michael Courier and Steven Carrier



and Krypton corporation, which is attached to this Declaration as EXHIBIT “E”. That easement provides that sixty-five percent (65%) of the cost for maintaining and repairing the road be borne by

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units in The Condominium which are assigned the right to use the road. Those units will be assessed and equal share of that cost.

10-700 [Charges for Water Usage]

All units will be assessed a water users charge as described in Article 18.

ARTICLE XI: EMINENT DOMAIN

11-100 [NH Law Regarding Condemnation of Property]

The provisions of [RSA 356-B: 6](#) shall control in the event of the condemnation of all or any part of The Condominium.

ARTICLE XII: WAIVER

12-100 [Duty of the Board to Enforce Requirements]

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

ARTICLE XIII: LIABILITY OF THE BOARD

13-100 [Legal Liability of Board Members]

The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willfulness, misconduct or bad faith except as provided for below. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made to the Board and behalf of The Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or the By-Laws. It is permissible for the members of the Board, who are directors or officers of the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as unit owners, with respect to any contract made knowingly by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended



that the personal liability of each unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the unit owners in the Common Area (except that the personal liability of unit owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not be so limited). The provisions of

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this Article 13 does not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by Paragraph 3-102.

ARTICLE XIV: ENFORCEMENT

14-100 [Requirement of Members to Comply with Instruments]

Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and The Condominium Residency Regulations and any other Regulations authorized by this Declaration, as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

ARTICLE XV: PERSONAL PROPERTY

15-100 [Right of the Board to Acquire Equipment or “Personal Property”]

The Board may acquire and hold, for the benefit of the unit owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; And the beneficial interest in such property shall be owned by the unit owners in the same proportion as their respective Shares in other Common Area. A transfer of a condominium unit shall transfer to the transferee ownership of the transfers beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

ARTICLE XVI: CONTROL BY THE DECLARANT [Deleted]

16-100 Deleted June 1990

16-200 Deleted June 1990

ARTICLE XVII: ADDITIONAL LAND

17-100 Option to Add Additional Land.

The Declarant hereby expressly reserves the right, at its sole option, for a period not exceeding seven (7) years from the date of recording of this Declaration to add Additional Land to be included



within a common plan of use and enjoyment under the provisions of this Declaration. Declarant's option to add the Additional Land as designated on the Site Plan referred to in EXHIBIT A, shall be assignable and unlimited except for the provisions of this Declaration and RSA 356-B, and the consent of unit owners shall not be required as a condition for the exercise of the option.

17-200 Legal Description.

A legal description by metes and bounds of the Additional Land which may be added to The Condominium is appended hereto as part of EXHIBIT A. At the time that any such portion is added to The Condominium, boundaries of such portions shall be fixed by legal description, setting forth the metes and bounds thereof. If only a portion of the Additional Land is added to The Condominium, there is no requirement that all of it or any

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particular portion be added. Portions of the Additional Land may be added at different times, in any order, subject only to the limitations provided in this article or in The Condominium Act.

17-300 Other Improvements.

Improvements consisting of paved walkways, parking areas and underground utility services are contemplated if all or a portion of the Additional Land is added to The Condominium. However, there is no assurance that such improvements will ever be constructed or where such improvements shall be located.

17-400 Maximum Number of Units.

A maximum number of one (1) unit may be created on the Additional Land.

17-500 Restrictions on Use.

The additional structures and the units therein shall be restricted exclusively to residential use.

17-600 Construction of Compatible Structures.

The existing structure on the Additional Land may be added to The Condominium or a new structure built. There is no assurance that the structure erected on the Additional Land will be compatible with the structures on the other portions of the submitted land in terms of quality or construction, the principal materials to be used, and architectural style.

17-700 Construction of Additional Units.

There is no assurance that any unit created on any portion of the Additional Land added to The Condominium will be substantially identical to the units on the submitted land.

17-800 [Declarant's Right to Create Limited Common Areas]

The Declarant reserves the right to create Limited Common Areas within portions of the Additional Land added to The Condominium, but there is no assurance with respect to the types, sizes, and maximum number of such areas within each such portion of the Additional Land.



17-900 Re-allocation of Interest in the Common Areas.

If portions of the Additional Land are added to The Condominium, then the interests of all unit owners in the Common Area shall be re-allocated in accordance with [RSA356-B: 18 \(2\)](#), based upon the total number of additional units added and the size of each unit. The Declarant shall record a site plan and floor plan, together with an amendment to the Declaration, re-allocation undivided interests in the Common Area so that the unit depicted on such site plan and floor plans shall be allocated undivided interests in the Common Areas on the same basis as the units depicted on the site plan and floor plans recorded simultaneously with this Declaration, or any subsequent amendment thereto.

17-1000 Easement to Facilities Construction.

The Declarant shall have a transferable easement over and on the Common Areas of The Condominium for the purpose of constructing the additional structure on any portions of the Additional Land added to The Condominium, together with improvements.

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Declarant expressly reserves the right, on behalf of itself, its successors and assigns, to grant utility easements (if necessary) within the Common Areas of The Condominium for the purpose of connecting the structures to underground utilities for the benefit of all of the respective owners of The Condominium.

17-2000 Construction Financing.

Declarant shall have the right to mortgage the Additional Land and structure as security for construction financing, which mortgage shall also include the proportional right of the additional unit to an undivided Share in the Common Areas of The Condominium. Such a mortgage shall have priority over the interests of unit owners in any such portion of the Additional Land which may be added to The Condominium.

17-3000 Easements to Facilitate Different Property Uses.

In the event that the Declarant shall not add any portion of the Additional Land to The Condominium, the Declarant shall, nevertheless, have the right to construct buildings and other structures on the Additional Land and own, control and operate the same without restriction. Declarant reserves the right to construct, maintain, repair and replace underground utilities, such as water, sewerage, electricity and telephone for the purpose of providing utility services to any portions of the Additional Land not added to The Condominium. For this purpose, Declarant shall have an unrestricted right to tie into any utility services within the submitted land.

ARTICLE XVIII: WATER SYSTEMS

18-100 Description of Water System.

The Condominiums water system consists of a series of wells, pipes, storage facilities, pumps, and other facilities. Those pipes, storage facilities, pumps, and other facilities are located in the Common Area of The Condominium or are provided through a reservation in a deed between Marcia B. Pine and Richard V. Bergren, Jr. to Joseph and Dolores Clark, and in a deed from Marcia B. Pine and Richard V. Bergren, Jr. to Krypton Corporation as attached EXHIBIT G. Each unit owner



and the Association shall pay a proportionate share of the costs of maintaining the water distribution system according to actual gallons of water used. The water system is private and intended to be private, subject to local, state, or federal regulations as they may apply. The responsibility for providing water service rests with the individual unit owners, there is no assurance that service from a public or governmental water facility will ever be extended to The Condominium. The Association has such responsibility for offsetting capital improvement costs as provided in Paragraph 18-602.

18-200 [Declarant's Certification for Community Water System]

The Declarant has obtained a certificate for the community water system and wells according to the quality and quantity standards of the Water Supply and Pollution Control Commission. The Declarant makes no other representation concerning the Water Supply & Pollution Control Commission

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nor any warranties or assurances of future service or water supply, nor shall the Declarant be responsible for recertification of any well, etc. unless so ordered, prior to the sale of any unit, by an agency of competent jurisdiction.

18-300 Installation, Modification, and Additions to Water Systems by Declarant.

The Declarant shall have an easement over all Common and Limited Common Areas of The Condominium and its members to install, modify, or add to an existing or proposed water system. Said easement shall include the right to excavate, move equipment on to, or change the location of the well, pipes, storage facilities, or any other facility associated with the water system on Common or Limited Common Area. Nothing within this Declaration or its exhibits shall limit the Declarant from making what improvements are necessary to install, modify, or add to an existing proposed, or relocated water system.

18-400 Modifications and Additions by Association.

The Association may improve, modify, or add to any existing water systems or part thereof once the water system has been assigned to the Homeowners Association by the Declarant.

18-500 Costs of Operation and Maintenance.

18-501 [Responsibility of Owners to Pay for Water and Distribution System]

Each owner shall pay a share of the cost of operation and maintenance of the water distribution system. The fee assessed to each unit owner who uses the water system shall be based upon a proportionate share of the costs of normal operation and maintenance and shall be assessed on the number of gallons of water supplied to the owner's unit as metered in proportion to the total amount of water pumped from the well. Said fee may be assessed quarterly or more or less often as designated by the Homeowners Association, but in no instance shall the fee be assessed less than yearly, or more often than monthly. The fee per gallon for each water system shall be recalculated by the Homeowners Association no less than yearly.

18-502 [Water Fees for Non-Members]

Any other user of a water system shall be assessed a fee based upon actual usage of water as provided in the Paragraph above. Said other users may include, but are not limited, too, the



Homeowners Association, any subsequent organization which maintains or operates any of The Condominium’s recreation facilities, or other units which are not members in The Condominium. Such extension of use of the water system may be subject to approval by the New Hampshire Water Supply and Pollution Control Commission or its successor agency.²³

18-503 [Separate Capital Reserve for Water System Maintenance]

The Homeowners Association may create and maintain a separate capital reserve fund for the water distribution system for use in paying for the cost of any modification, repairs, or additions to the water system as provided in this Declaration. Said funds shall be maintained in a separate account for the water system and shall not exceed the total operation and maintenance costs for the water system for one

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year. At the time of initial purchase of a unit, the unit owner shall be assessed a One Hundred Dollar (\$100) one-time fee to be placed in the capital reserve fund for the modification, repair, or addition to the water distribution system. This fee shall not be refundable upon the sale of the unit by the initial purchaser.

18-600 Cost of Installation, Modification, or Additions to Water Systems.

18-601 [Declarant’s Water System Financial Responsibility]

The Declarant shall pay for all costs of installation, modification or addition to the water system authorized under Paragraph 18-300. The Declarant shall not be responsible for any costs associated with the installation, modification, or addition to any system which has received a permit or approval from Water Supply & Pollution Control Commission, excepting those additions, modifications, or improvements made by the Declarant at his own initiative.

18-602 [Owners’ Water System Financial Responsibility]

Each Unit owner shall be responsible for a share of the costs of modification, addition, repair of the water distribution system undertaken or authorized by the Homeowners Association, or in response to emergency situations by the Board of Directors, its staff, or officers as per the assigned value in EXHIBIT E.

ARTICLE XIX: CONSENT OF FIRST MORTGAGEE

19-100 [Regarding Declarant and Construction Mortgage Liens]

Notwithstanding any other provision in this Declaration, the By-Laws or any Regulations of The Condominium, so long as a first or second mortgage is the holder of a construction mortgage lien conveyed to it by the Declarant covering one or more of The Condominium units, and unless the mortgagee shall have given its approval, the Homeowners Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate The Condominium;
- (b) partition or subdivide any unit;

²³ Now the **New Hampshire Department of Environmental Services (DES)** <https://www.des.nh.gov/>



- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement, or reconstruction of such losses, except as provided by the statute in case of substantial loss to the units and/or Common Area;
- (e) amend, modify or otherwise change any rights or obligations under the Declaration, the By-Laws or the Rules;
- (f) this Article shall not apply to or in any way be construed as a limitation upon the right of Declarant to designate and add “Additional Land” and the submission of not more than one (1) additional condominium unit to

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The Condominium, with the resulting change in the undivided interests allocated to existing units pursuant to the provision of The Condominium Act and of this Declaration.

ARTICLE XX: CONSENT OF UNIT MORTGAGEES

20-100 [Regarding Owners and Construction Mortgage Liens]

Notwithstanding any other provision of this Declaration, the By-Laws or Residency Regulations, unless at least seventy-five percent (75%) of the mortgagees holding mortgages recorded at the Grafton County Registry of Deeds constituting first liens on the units 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;
- (b) partition or subdivide any unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to units or to Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by the statute in case of substantial loss to the units and/or Common Area;

20-101 [Limitations Regarding Rights of First Mortgages Pursuant to Damage]

No provisions of this Declaration, the By-Laws, or the Residency Regulation shall be construed to grant to any owner, or to any other party, any priority over any rights of first mortgagees of The Condominium units pursuant to their first mortgages 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.

ARTICLE XXI: NOTICES

21-100 [Requirement for All Notices to be Mailed to Owners Via US Certified Mail]

All notices here under, and under the By-Laws and the Act, to the Association and the Board shall be sent by United States certified mail to the Board at Highland Colony at Condominium, RFD 3, box 213, Plymouth, New Hampshire 03264, or to such other addresses as the Board may designate, from time to time, by notice in writing to all unit owners. Notice shall also be given to the President



of the Association at the address set forth or kept on file in the records of the Association.²⁴ All such notices to unit owners shall be sent to the address of the owners at their respective units and to such other addresses as any of them may have designated to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.²⁵

ARTICLE XXII: SEVERABILITY

[Book 1883 Page 0690]

22-100 [Amendments Are Independent of Articles]

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

ARTICLE XXIII: GENDER

23-100 [Inclusive Language]

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

ARTICLE XXIV: INTERPRETATION

24-100 [Liberal Interpretation of These Provisions]

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

ARTICLE XXV: AMENDMENT

25-100 [Right to Amend This Declaration]

Except as otherwise provided herein and in the Act this Declaration may be amended by the vote of two-thirds (2/3) or more of the total voting power of all unit owners, case in accordance with the provisions hereof and of the By-Laws, which amendment shall become effective upon recordation at the Grafton County Registry of Deeds.

ARTICLE XXVI deleted June 1990

²⁴ **1st Amendment to Declaration** of Condominium for Highland Links Colony-A Condominium: 16. Delete reference to David L. Kent, Esquire, 91 Highland Street, Plymouth, New Hampshire 03264" [21-100] and insert in place thereof the following: "Notice shall [...] records of the Association."

²⁵ Note: **The 2nd Amendment to By-Laws** of Condominium for Highland Colony Condominium [5/17/2022] contradicts this section, **20-100**, of the Declaration. The 2nd Amendment to the By-Laws reads, "pursuant to the By-Laws and Declaration of HIGHLAND COLONY CONDOMINIUM and RSA 356-B:34, the By-Laws is (sic) amended as follows: 1. Amend Article 9-201 as follows: Replace all of 9-201 with the following: 9-201 Mail: Notice of the unit owners' annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the time, place and purpose of such meeting. Such notice shall be sent by United States standard mail to all unit owners of record at the address of the respective units and/or to such other addressees (sic) as any of them may have designated."

Declaration for Highland Colony—A Condominium



In witness whereof, Krypton corporation, by its President have duly authorized, has executed this Amended Declaration on the 15th day of October, 1990.

(signed) David L. Kent, Witness

By (signed) Joseph L. Clark, Sr. Its President, Duly Authorized

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 15th day of October by Joseph L. Clark, Sr., President of Krypton Corporation, a New Hampshire Corporation, on behalf of said corporation.

(signed) Michael J. Long
Notary Public



Appendix



Amendments:



First Amendment

[July 8, 1995]

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 8th day of July, 1995, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, together with the undersigned, being all of the remaining owners of Condominium Units situate at Highland Links Colony - A Condominium, Holderness, New Hampshire, created pursuant to a certain Declaration of Condominium for Highland Links Colony - A Condominium, dated March 22, 1985, and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); HIGHLAND LINKS COLONY - A CONDOMINIUM HOMEOWNERS' ASSOCIATION, a voluntary non-profit corporation organized and existing under the laws of the State of New Hampshire, and located on Mount Prospect Road in the Town of Holderness, County of Grafton and State of New Hampshire; and each and all of the mortgagees holding

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See BK 2322 Pg 437
See BK 2331 Pg 258
" " 2357 Pg 373
" " 2402 Pg 505
" " 2432 Pg 231
" " 2439 Pg 31
PLAN # 8488
See BK 2346 Pg 852
See BK 2383 Pg 389
" " 2399 Pg 12

017333

BK 2174 PG 0745

Declaration for Highland Colony—A Condominium



First Amendment

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a mortgage deed describing any portion of Highland Links Colony - A Condominium.

WHEREAS, Krypton Corporation, a corporation organized and existing under the laws of the State of New Hampshire, has heretofore acquired certain premises situate in the Town of Holderness, County of Grafton and State of New Hampshire, with respect to which the aforementioned Declaration, and certain site and floor plans have been recorded, thereby establishing and creating Highland Links Colony - A Condominium (the "Condominium"); and

WHEREAS, the Declaration contemplated that the Condominium would consist of twenty-one (21) residential buildings containing a total of thirty-four (34) units, but Krypton Corporation, as Declarant, has caused to be constructed and conveyed only Units 13, 15, 21, 25, 26, 16, 17, 23, 27, 12, 14, 20, 22 and 24, with the remaining twenty (20) units and the buildings housing same yet to be constructed; and

WHEREAS, Krypton Corporation has conveyed to Mountain River Development Associates, L.L.C., by warranty deed of approximate even date, all right, title and interest of the said Krypton Corporation in and to Highland Links Colony - A Condominium, including, without limitation, all of its rights as Declarant and Developer with respect to the Condominium; and

WHEREAS, Mountain River Development Associates, L.L.C., is desirous of completing the construction of certain units and conveying same to third parties, only

BK 2174 pg 0746

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Declaration for Highland Colony—A Condominium



First Amendment

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if it is assured that an orderly scheme of development and construction will exist; and

WHEREAS, the undersigned owners, mortgagees, and the aforementioned Highland Links Colony - A Condominium Homeowners' Association are desirous of providing for a mechanism to permit the orderly construction and completion of the Condominium so as to effect the maximum economies of scale and protect and preserve the values of condominium units now or hereafter constructed within the Condominium; and

WHEREAS, the parties to the within agreement acknowledge, agree and stipulate that it is in their respective interests to enter into the within instrument for the purposes as set forth herein.

NOW, THEREFORE, for value received, the Declaration is hereby amended as follows:

1. Delete Article 1-115 and insert in place thereof the following:

"Declarant" means Mountain River Development Associates, L.L.C., a limited liability company formed and organized under the laws of the State of New Hampshire with a principal place of business at Holderness, New Hampshire, and a mailing address of 340 Main Street, Worcester, Massachusetts 01608, its successors and assigns.

2. Delete from the Declaration Paragraph 2-200 and insert in place thereof the following:

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"2-200. Description of Buildings. There are intended to be no more than twenty-one (21) residential buildings in The Condominium, containing a total of no more than thirty-four (34) Units. The buildings will be constructed of wood frame and concrete block on a concrete slab or foundation. The Declarant may, as part of the initial construction of a Unit, construct an attached garage designed to accommodate no more than two (2) vehicles in accordance with "as-built" floor plans to be recorded simultaneously with the instrument of conveyance. Any garage so constructed shall be constructed of wood frame and concrete block on a concrete slab. No Condominium Unit shall contain more than one (1) garage. In addition, the Condominium consists of an existing Community Center building, a swimming pool and a tennis court.

3. Delete from Paragraph 2-300 of the Declaration the first sentence and insert in place thereof the following:

"The Unit number and the dimensions of each Unit which have been constructed and conveyed as of the date of the within Amendment are depicted on certain site and floor plans previously recorded in the Grafton County Registry of Deeds. The Unit number and dimensions of each Unit to be conveyed by the Declarant shall be shown on certain "as-built" floor plans and site plans to be recorded with an amendment to the Declaration executed by the Declarant solely, thereby amending and reallocating the undivided interest appurtenant to each Condominium Unit in the Condominium."

4. Delete Paragraph 2-303 from the Declaration and insert in place thereof the following:

"Garages. Any garages to be included within the description of any Unit shall be shown on the as-built floor plans to be recorded contemporaneously with the instrument of conveyance with respect to such Unit. The horizontal and vertical boundary of each such garage shall be as set forth in Paragraph 2-301 and 2-302 hereinabove."

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Declaration for Highland Colony—A Condominium



First Amendment

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5. Delete Paragraph 2-600 from the Declaration and insert in place thereof the following:

"Unit Values - The undivided interest appurtenant to each Unit in the Condominium is allocated on the basis of value as permitted by New Hampshire RSA 356-B. The relative value of each Unit shall be ascertained and determined by its group, it being understood and acknowledged that larger Units generally have a higher value than those which are smaller. The relative value shall be ascertained as follows:

	<u>VALUE</u>
A. Group 1 - 1,250 to 1,400 square feet;	<u>\$95,000.00</u>
Group 2 - 1,401 to 1,750 square feet;	<u>\$100,000.00</u>
Group 3 - 1,751 to 2,000 square feet;	<u>\$105,000.00</u>
Group 4 - 2,001 to 2,500 square feet;	<u>\$110,000.00</u>
Group 5 - Larger than 2,500 square feet.	<u>\$115,000.00</u>

BK2174 Pg0749

For purposes of determining the area of a Unit for purposes of ascertaining value, square footage shall be determined by measuring interior first and second level space, exclusive of storage space under eaves and over garage space. Screen porches and garages are included. Outside decks are not to be included in the calculation of square footage, however, fifteen percent (15%) of the square footage of the basement area of a Unit shall be included in the calculation of overall square footage for the purpose of ascertaining value".

The relative value of Units which have been constructed and conveyed are as set forth in Schedule A attached hereto. The Declarant reserves the right to record from time to time amendments to the within Declaration executed by the Declarant

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



First Amendment

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solely, requiring no consent of the Association or any other Unit Owner or mortgagee. The purpose of such amendments shall be to reallocate the undivided interest in the Common Area appurtenant to each Unit at such time as each Unit to be constructed by the Declarant is substantially completed and brought into the Condominium by means of recording of a site plan, as-built floor plans and such an amendment. Any such reallocation, however, shall be accomplished on the basis of value as set forth hereinabove. The value for each Unit (determined on the basis of its group as set forth hereinabove) shall not be subject to amendment or change, but it is understood and agreed that as additional Units are brought into the Condominium, the undivided interest appurtenant to all Units in the Condominium shall be reallocated on the basis of value.

6. Delete Paragraph 2-601 and insert in place thereof the following:

"There shall appertain to each Condominium Unit in the Condominium, for voting purposes, one (1) vote per Unit. Where a particular Condominium Unit is owned by more than one (1) person, said Owners may not divide the vote appertaining to that Unit. Only Units which are at least substantially complete and brought into the Condominium by means of an amendment and site and floor plans as set forth hereinabove shall be entitled to exercise the right to vote".

7. There shall be added to the Declaration, Paragraph 2-714 as follows:

"It is acknowledged and agreed that despite the fact that thirty-four (34) Condominium Units were declared originally and intended to have been built by Krypton Corporation, that as of the date of the within Amendment, only

BK2174 Pg 0750

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



First Amendment

Page 7

fourteen (14) Units have been constructed. The parties, further, acknowledge and agree that a material inducement to the Declarant to enter into the within instrument is the express and explicit acknowledgement by all the parties that the Declarant has no obligation to complete the construction of the remaining twenty (20) units which were originally the subject of the Declaration, reference being made and had to New Hampshire RSA 356-B:29. The Declarant, however, at its option, shall be entitled to elect to construct as many as twenty (20) units within the Condominium, which shall be governed by and held and transferred subject to the within Declaration. When each Unit to be constructed by the Declarant is in fact substantially complete, the Declarant shall be entitled to record in the Grafton County Registry of Deeds an "as-built" floor plan and amended site plan depicting the exact location, size and dimensions of each such Unit. From and after the date of recording of said plans, together with an Amendment to the Declaration acknowledging the Declarant's intention that each such Unit be deemed to constitute a portion of the Condominium, then the undivided interest appurtenant to all Units in the Condominium shall be reallocated and the Owner of said declared Unit shall be thereafter liable for common expense assessments levied against said Unit, and shall be entitled to a vote with respect thereto. The Declarant shall only convey Units which are substantially complete. No Unit containing less than 1,250 square feet or in excess of 3,000 square feet (as determined by the formula as set forth in the within Amendment, shall be constructed without the express written approval of the aforementioned Association. The Declarant, further, shall allow a representative of the aforementioned Association to review the proposed design of Unit 18 and Unit 19. Although the aforementioned representative shall be entitled to propose suggestions and alternatives with respect to such design, it is expressly understood and agreed that the Declarant shall not be required to obtain the consent of the representative or the Association with respect to such design or designs. No foundation shall be poured or otherwise installed until such time as any and all applicable building permits with respect to said foundation and the structure to be placed thereon have been obtained. Upon the pouring or installation of each such foundation to be so poured or installed, the Declarant shall proceed diligently toward the full construction and completion of the structure or structures to be located upon each such foundation in a timely manner. Until such time as each such Unit has been declared, then the Declarant shall not be entitled to vote with respect to any undeclared Unit, but, also, the Declarant

BK2174 Pg0751

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



shall not be required to pay any common expense assessments with respect thereto."

THE UNDERSIGNED, BY THE EXECUTION OF THE WITHIN INSTRUMENT, EXPRESSLY AND EXPLICITLY WAIVES ANY AND ALL CLAIM AGAINST THE DECLARANT, MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY ACT OR OMISSION OF THE ORIGINAL DECLARANT, KRYPTON CORPORATION, IN CONNECTION WITH THE CONSTRUCTION, SALE, COMPLETION, OR FAILURE TO KEEP ANY PROMISE OR REPRESENTATION WITH RESPECT TO HIGHLAND LINKS COLONY - A CONDOMINIUM, ANY UNIT, COMMON AREA OR LIMITED COMMON AREA CONTAINED THEREIN. THE UNDERSIGNED, FURTHER, ACKNOWLEDGES AND EXPRESSLY AGREES THAT TO THE EXTENT THAT THE PROVISIONS OF THE DECLARATION, AS AMENDED BY THE WITHIN INSTRUMENT, SHALL DEVIATE FROM THE EXPRESS PROVISIONS OF THE CONDOMINIUM ACT (NEW HAMPSHIRE RSA 356-B), THEN THE PROVISIONS OF THE DECLARATION, AS AMENDED HEREBY, SHALL CONTROL. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT NO FURTHER AMENDMENT OF THE DECLARATION AND BY-LAWS OF THE CONDOMINIUM SHALL BE EFFECTED SO AS TO INCREASE THE LIABILITY OF THE DECLARANT, MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C, UNLESS THE DECLARANT, MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., SHALL EXPRESSLY AND EXPLICITLY AGREE TO SUCH ACTUAL OR POTENTIAL LIABILITY BY THE JOINDER IN WRITING IN SUCH AN AMENDMENT. IT IS INTENDED THAT THIS PROVISION SHALL CONTROL OVER ANY OTHER PROVISION OF THE DECLARATION, BY-LAWS OR CONDOMINIUM ACT WHICH PROVIDES TO THE CONTRARY.

BK2174 PR0752

8. There shall be added to Section 2-712 the following:

"Notwithstanding anything contained herein to the contrary, the Association is not obligated to keep and maintain any portion of the Common Area as a golf course. The Association shall, however, make the golf course and related assets available for a net lease to a third-party lessee for a period of five (5) years from the date hereof with the expectation and understanding that said golf course premises and related assets shall be kept and maintained without cost or expense to the Association. In the event that all thirty-four (34) Units



referred to in Paragraph 2-714 of the Declaration have been conveyed of record prior to the expiration of said five (5) year period, then the Association shall from and after the date of recording of the deed conveying the thirty-fourth (34th) Unit, no longer be required to lease the golf course and any related assets."

9. There shall be added to the Declaration Section 10.500 as follows:

"Special Assessment As Against Declarant. The parties acknowledge and agree that the Declarant has the right, but not the obligation, to complete the construction of a maximum of twenty (20) Condominium Units. The parties, further, acknowledge and agree that there is a benefit to the Declarant in having the right to complete the construction of as many as twenty (20) Units, but, further, there is a benefit to each and all of the other parties hereto in having such construction and completion occur. Moreover, it is in the interest of the Declarant that the golf course, parking areas, pool, pool area and clubhouse be maintained and repaired in an attractive, neat and well functioning condition so as to induce potential purchasers to acquire Units within the Condominium. In recognition of the special benefit conferred upon the Declarant, it is agreed that the Declarant shall be specially assessed and shall pay the sum of Forty Dollars (\$40.00) per month for each of the Condominium Units, yet unconstructed, which the Declarant shall be entitled to construct. For purposes of determining the amount of the Declarant's monthly assessment, the following formula shall be used:

20 possible Condominium Units, minus the number of Condominium Units which the Declarant has caused to be constructed and declared as of the first day of the month during which an assessment is due.

The Declarant's obligation to make such payment shall terminate on June 1, 2000, in accordance with Paragraph 10(A) of the within instrument, or in the event that the Declarant records a notice pursuant to Paragraph 10(B) hereof, the Declarant shall be required to continue making such payments until such time as the twentieth (20th) Unit is brought into the Condominium by means of an amendment as set forth hereinabove, or June 1, 2002, whichever shall first occur. In the event that the Declarant shall fail and neglect to make such

BK2174-P00753



payments, such default continuing for a period of thirty (30) days, then the Association shall be entitled to initiate an action against the Declarant for the recovery of said sums, in addition to which the Declarant shall be required to reimburse the Association its costs and attorney' fees incurred in bringing any such action.

The Association covenants and agrees that it shall create and keep all funds paid to it by the Declarant pursuant to the Paragraph in a separate Capital Reserve Fund to be utilized only for maintenance, repair and improvement to the pool, pool area, clubhouse, tennis court, and parking area for the clubhouse or for other Capital Expenditures that shall be deemed necessary or desirable by affirmative vote of the majority of the votes appurtenant to all Units in the Condominium. It is expressly and explicitly understood that the funds paid to the Association by the Declarant pursuant to the within Paragraph shall not be utilized for any other typical customary and normal operating expenses, or for any other purpose without the express prior written consent of the Declarant which may be withheld in the sole discretion of the Declarant. Any funds remaining in the Capital Reserve Fund after the termination of the Declarant's development hereunder may be utilized by the Association free from any of the restrictions as set forth in the within Agreement."

10. If by June 1, 2000, the Declarant has not recorded "as-built" floor plans and amended site plans, together with an amendment with respect to each of the twenty (20) remaining Units originally declared, then the Declarant at its sole option, shall be entitled to:

A. Record a notice of its intention to construct and complete no more Condominium Units, whereby the Condominium shall be deemed to consist of only the Condominium Units which have been substantially completed and identified on site and "as-built" floor plans recorded in the Grafton County Registry of Deeds as of

BK2174 PG0754

Declaration for Highland Colony—A Condominium



First Amendment

Page 11

December 31, 1999; or

B. Record a notice of the Declarant's intention to extend the period within which the Declarant shall be entitled to construct and complete Condominium Units for a period of two (2) years, during which period the Declarant shall, continue to remain liable for Special Assessments as set forth in Paragraph 9 hereinabove, except that the amount of said Special Assessment applicable to each Condominium Unit not yet constructed shall not be Forty Dollars (\$40.00) per month as set forth hereinabove, but, rather, shall be in such an amount as is equal to the amount of common expense assessments assessed against a Group 1 Unit as described hereinabove, prorated on a monthly basis.

11. Article 16-100. The parties acknowledge and agree that the golf course is presently the subject of a Lease and, further, that said golf course shall continue to be offered to the existing lessee, on a seasonal basis, through November, 1999. In the event that the existing lessee shall fail, neglect or refuse to lease said golf course, then the Declarant shall have the option, but not the obligation, to lease said golf course from the Association upon the same terms, covenants and conditions as offered to said existing lessee. In the event that the Declarant shall elect not to exercise its option and lease said golf course, then the Declarant, shall, nevertheless, have the right of first refusal with respect to leasing the golf course upon the same

BK2174 Pg0755

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



First Amendment

Page 12

terms, covenants and conditions as agreed with a bona fide certified lessee.

12. There shall be added to Section 3-203 the following:

"Both the Declarant and the Declarant's subcontractor shall provide the Association with a certificate of insurance naming the Association as additional insured in such amounts of coverage as the Declarant and its subcontractor may deem to be reasonable with respect to the Declarant's construction activities which are contemplated hereby. The Declarant acknowledges and agrees that the Association shall not be required or in any way obligated to provide insurance coverage with respect to any structure to be constructed by the Declarant until such time as an amendment to the Declaration has been executed by the Declarant and recorded in the Grafton County Registry of Deeds together with site and floor plans bringing any such Unit into the Condominium."

13. Delete from Section 3-302 reference to "the Belknap County Registry of Deeds" and insert in place thereof "the Grafton County Registry of Deeds".

14. Delete from Section 4-200 the first sentence and insert in place thereof the following:

"Each Unit shall have appurtenant to it an undivided interest in the Common Area as provided in Section 2-600 set forth hereinabove."

15. Delete Article 10-100 and insert in place thereof the following:

"Each Unit Owner shall pay all common expense assessments lawfully rendered with respect to his, her or its Condominium Unit. All expenses which are incurred and any amounts so assessed but unpaid shall be secured by a lien as provided in New Hampshire RSA 356-B:46."

16. Delete reference to "David L. Kent, Esquire, 91 Highland Street, Plymouth, New Hampshire 03264" and insert in place thereof the following:

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2174 Pg 0756



First Amendment

Page 13

"Notice shall also be given to the President of the Association at the address set forth or kept on file in the records of the Association."

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 8th day of July, 1995.

MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.

Judith A. Ingram
Witness

By: Herbert G. Ingram
Herbert G. Ingram
Its Member, Duly Authorized

HIGHLAND LINKS COLONY -
A CONDOMINIUM HOMEOWNERS'
ASSOCIATION

James L. Sawyer
Witness

By: Thomas C. Boyd
Thomas C. Boyd
Its: President
Duly Authorized

BK2174 PG0757



Second Amendment

[December 22, 1995]

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 22nd day of December, 1995, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Mountain River") as follows:

WHEREAS, there is being recorded herewith a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995, (hereinafter referred to as the "First Amendment"), which amends and supersedes certain provisions as set forth in a certain Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Unit 34 as depicted upon certain site and floor plans to be recorded

017335

BK 2174 PG 0801

*See bk 2222 pg 437
" " 2231 pg 258
" " 2246 pg 852
" " 2357 pg 373
" " 2380 pg 19
" " 2383 pg 589
" " 2399 pg 508
" " 2402 pg 508
" " 2432 pg 29
" " 2439 pg 31*

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



Second Amendment

Page 2

herewith has been substantially completed and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River, as Declarant, intends to record the within Amendment and "As-Built" floor and site plans depicting the exact location, size and dimensions of said Unit 34, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Unit 34 shall be deemed to constitute a Unit within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River, declares as follows:

1. That Unit 34 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration and the First Amendment thereto.
2. That from and after the date of recording of the within instrument, Schedule A, as set forth in said First Amendment shall be amended as follows:

BK2174 Pg0802

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



Second Amendment

Page 3

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$95,000.00	6.27%
25	1	\$95,000.00	6.27%
26	1	\$95,000.00	6.27%
13	2	\$100,000.00	6.60%
15	2	\$100,000.00	6.60%
16	2	\$100,000.00	6.60%
17	2	\$100,000.00	6.60%
23	2	\$100,000.00	6.60%
27	2	\$100,000.00	6.60%
12	3	\$105,000.00	6.93%
14	3	\$105,000.00	6.93%
20	3	\$105,000.00	6.93%
22	3	\$105,000.00	6.93%
24	3	\$105,000.00	6.93%
34	3	\$105,000.00	6.94%

BK 2174 Pg 0803

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 22nd day of December, 1995.

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



Second Amendment

Page 4

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

Susanne Coyne Driscoll
Witness

By: *James R. Ingram*
James R. Ingram
Its Member, Duly Authorized

BK2174 PG0804

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

December 22, 1995.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram**, who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

Susanne Coyne Driscoll
Notary Public/Justice of the Peace

My Commission Expires:

SUSANNE COYNE DRISCOLL, Notary Public
State of New Hampshire
My Commission Expires March 11, 1997

(S:DECL:AMEND:highlnk2)

RECEIVED
95 DEC 22 PH 3:03
GRAFTON COUNTY
REGISTRY OF DEEDS

EXAMINED, ATTEST *Carol A. Elliott*
GRAFTON COUNTY REGISTRY OF DEEDS

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE_03217



Third Amendment

[October 12, 1996]

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 12th day of October, 1996, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); and a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); and a certain "As Built Plan" site plan of Highland Links Colony, A Condominium, as revised November, 1995 to depict "As Built Units 33 and 34, which is recorded in said Registry as Plan No. 8488, all of which amend and supersede certain provisions as set forth in the original Declaration

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

*See Bd 2231 Pg 258
" 2357 Pg 373
" 2380 Pg 19
See Bd 2383 Pg 387
" 2399 Pg 12
" 2400 Pg 508
See Bd 2430 Pg 281
" 2439 Pg 21*

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3K2222 PG0437



Third Amendment

Page 2

of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Unit 33 as depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said Unit 33, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Unit 33 shall be deemed to constitute a Unit within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Unit 33 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

3K2222 pg0438



Third Amendment

Page 3

and Second Amendment thereto.

2. That from and after the date of recording of the within instrument, Schedule A, as set forth in said Second Amendment shall be amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$95,000.00	5.865%
25	1	\$95,000.00	5.865%
26	1	\$95,000.00	5.865%
13	2	\$100,000.00	6.173%
15	2	\$100,000.00	6.173%
16	2	\$100,000.00	6.173%
17	2	\$100,000.00	6.173%
23	2	\$100,000.00	6.173%
27	2	\$100,000.00	6.173%
12	3	\$105,000.00	6.481%
14	3	\$105,000.00	6.481%
20	3	\$105,000.00	6.481%
22	3	\$105,000.00	6.481%
24	3	\$105,000.00	6.481%
33	3	\$105,000.00	6.481%
34	3	\$105,000.00	6.481%"

JK2222 Pg 01439

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

Declaration for Highland Colony—A Condominium




Third Amendment

Page 4

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 12th day of October, 1996.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**



Witness

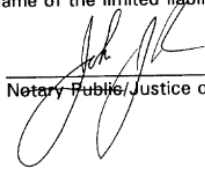
By: 

Herbert G. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

October 12, 1996.

BEFORE ME, the undersigned officer, personally appeared **Herbert G. Ingram**, who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public/Justice of the Peace

My Commission Expires:
9/2/97

RECEIVED
96 OCT 15 PM 2:40
GRAFTON COUNTY
REGISTRY OF DEEDS

D:\E\DECLAR\AMEND\HIGHLNK3.WPD

JOHN J. MC CORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217

EXAMINED, ATTEST

GRAFTON COUNTY REGISTRY OF DEEDS

3K2222 PG0440



Fourth Amendment [December 12, 1996]

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 12th day of December, 1996, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); and certain "As

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Sh. Al 2357 Pg 373
" " 2380 Pg 18
" " 2383 Pg 389
" " 2402 Pg 008
" " 2432 Pg 213
" " 2439 Pg 191

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BK2231 Pg0258

Declaration for Highland Colony—A Condominium



Fourth Amendment

Page 2

Built Plan" site plan of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as Plan No. 8488, together with a certain floor plan depicting Unit 33 which is recorded in said Registry as Plan No. ~~8655~~, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Unit 31 as depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said Unit 31, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Unit 31 shall be deemed to constitute a Unit within the Condominium for all purposes.

BK2231 Pg0259

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WHEREAS, the dimensions of Unit 14 have been increased by the addition of a "sunroom" as depicted upon certain as-built floor plans to be recorded herewith, and have been substantially completed, therefore increasing said Unit 14 from a "Group 3" to "Group 4" size unit within the Condominium.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Unit 31 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment and Third Amendment thereto.

2. That Unit 14 is and shall be classified as a "Group 4" Unit due to the increased dimensions of same.

3. That from and after the date of recording of the within instrument, Schedule A, as revised and set forth in said Third Amendment shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$95,000.00	5.476%
25	1	\$95,000.00	5.476%
26	1	\$95,000.00	5.476%

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3K2231 PG0260

Declaration for Highland Colony—A Condominium



Fourth Amendment

Page 4

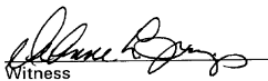
13	2	\$100,000.00	5.764%
15	2	\$100,000.00	5.764%
16	2	\$100,000.00	5.764%
17	2	\$100,000.00	5.764%
23	2	\$100,000.00	5.764%
27	2	\$100,000.00	5.764%
12	3	\$105,000.00	6.052%
20	3	\$105,000.00	6.052%
22	3	\$105,000.00	6.052%
24	3	\$105,000.00	6.052%
33	3	\$105,000.00	6.052%
34	3	\$105,000.00	6.052%
14	4	\$110,000.00	6.338%
31	4	\$110,000.00	6.338%

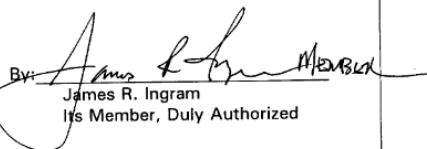
BK2231 Pg0261

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 12th day of December, 1996.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**


Witness

By:  MEMBER
James R. Ingram
Its Member, Duly Authorized

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



Fourth Amendment

Page 5

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

December 10th 1996.

BEFORE ME, the undersigned officer, personally appeared James R. Ingram, who acknowledged himself to be the duly authorized Member of MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires:

~~NOTARY PUBLIC~~
NOTARY PUBLIC

BK2231 PG0262

D:\ID\DECLAR\AMEND\HIGHLNK4.I

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96 DEC 12 PH 3:24
GRAFTON COUNTY
REGISTRY OF DEEDS

EXAMINED, ATTEST *Carol A. Elliott*
GRAFTON COUNTY REGISTRY OF DEEDS

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



Fifth Amendment [September 10, 1996]

BL 2357 373
" 2380 19
" 2383 889
" 2399 12
" 2402 508
" 2427 231
" 2439 51

GRAFTON COUNTY REGISTRY OF DEEDS
HAYWARD ALLEN

Copy of former

FIFTH AMENDMENT

TO

DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

004563

3K2246 PG0852

THIS AMENDMENT is made this 10th day of September, 1996, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a limited liability company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608 (hereinafter referred to as "Mountain River"), and also known as the "Declarant" pursuant to Article A 1-115 of the Declaration of Condominium, together with the HIGHLAND LINKS COLONY CONDOMINIUM HOMEOWNERS ASSOCIATION, a voluntary non-profit corporation organized and existing under the laws of the State of New Hampshire, and located on Mount Prospect Road in the Town of Holderness, County of Grafton and State of New Hampshire, together with the undersigned, being all of the remaining owners of condominium Units situate at Highland Links Colony - a condominium, Holderness, New Hampshire, which condominium was created pursuant to a certain Declaration of Condominium for Highland Links Colony - a Condominium, dated March 22, 1985, and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - a Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666, and as amended by First Amendment to Declaration of Condominium for Highland Links Colony - a Condominium, dated July 8, 1995, and recorded in the Grafton County Registry of Deeds at Book 2174, Page 745, and by Second Amendment to Declaration of Condominium for Highland Links Colony - a Condominium, dated December 22, 1995, and recorded in the Grafton County Registry of Deeds at Book 2174, Page 801 and subsequent amendments (hereinafter collectively referred to as the "Declaration"); and each and all of the mortgagees holding a mortgage deed describing any portion of Highland Links Colony - a Condominium;

WHEREAS, the Declarant continues to construct buildings within which units of the condominium may be located, and anticipates selling the buildings in the future and conveying units

Declaration for Highland Colony—A Condominium



-2-

in the condominium to future owners, who may desire that there by an appropriate mechanism for the assessment and payment of condominium fees and assessments, and the allocation of the undivided interests in the common areas pertaining to each such unit; and

WHEREAS, the Association, present owners, and mortgagees, all have an interest in the fair and just division of financial responsibility for fees and assessments relating to the condominium, and for the creation and successful marketing of future units to be constructed by the Declarant and sold to private owners; and

WHEREAS, all of the parties to this Agreement share an interest in the just and fair allocation of financial responsibility and voting rights related to the condominium, and are in agreement that the Amendment incorporated herewith will accomplish a fair and just allocation of said costs and voting rights;

NOW THEREFORE, and for the reasons recited above, the Declaration is hereby amended as follows:

- 1. Delete paragraph 2-600 from the Declaration and insert in place thereof the following:

“Unit Values - The undivided interest appurtenant to each Unit in the Condominium is allocated on the basis of value as permitted by New Hampshire RSA 356B:17. The relative value of each Unit shall be ascertained and determined by its Group, it being understood and acknowledged that larger Units generally have a higher value than those which are smaller and that single-story (“ranch-style construction”) Units of a given size generally have a higher value than multi-story or townhouse Units of that same size. The relative value shall be ascertained as follows:

A. Multi-story or Townhouse Units:

Group 1 - 1,250 to 1,400 square feet:	\$96,750.00
Group 2 - 1,401 to 1,750 square feet:	\$100,000.00
Group 3 - 1,751 to 2,000 square feet:	\$103,250.00
Group 4 - 2,001 to 2,250 square feet:	\$106,500.00
Group 5 - 2,251 to 2,500 square feet:	\$109,750.00
Group 6 - 2,501 to 2,750 square feet:	\$113,000.00
Group 7 - 2,751 to 3,000 square feet:	\$116,250.00
Group 8 - over 3,000 square feet:	\$119,500.00

3K2246 Pg 0853

Declaration for Highland Colony—A Condominium



-3-

B. Single Story or Ranch Style Units:	
Group 9 - 1,300 square feet or less:	\$96,750.00
Group 10 - 1,301 to 1,500 square feet:	\$100,825.00
Group 11 - 1,501 to 1,700 square feet:	\$104,900.00
Group 12 - 1,701 to 1,900 square feet:	\$108,975.00
Group 13 - 1,901 to 2,100 square feet:	\$113,050.00
Group 14 - 2,101 to 2,300 square feet:	\$117,125.00
Group 15 - 2,301 to 2,500 square feet:	\$121,200.00
Group 16 - 2,501 to 2,700 square feet:	\$125,275.00
Group 17 - 2,701 to 2,900 square feet:	\$129,350.00
Group 18 - over 2,900 square feet:	\$133,425.00

To assign a Unit to its appropriate Group, the square footage of the Unit shall be determined by measuring interior first-level and second-level space, exclusive of storage space under eaves and storage space over garage space. The square footage of porches and garages are included. Outside decks are not to be included in the calculation of square footage; however, fifteen percent (15%) of the square footage of the basement area of a Unit shall be included in the calculation of overall square footage for the purpose of ascertaining value.

The relative value of Units which have been constructed and conveyed are as set forth in Schedule A attached hereto. The Declarant reserves the right to record from time to time amendments to the within declaration executed by the Declarant solely, requiring no consent of the Association or any other Unit Owner or mortgagee. The purpose of such amendment shall be to reallocate the undivided interest in the Common Area appurtenant to each Unit at such time as each Unit to be constructed by the Declarant is substantially completed and brought into the Condominium by means of recording of a site plan, as-built floor plans and such an amendment. Any such reallocation, however, shall be accomplished on the basis of value as set forth hereinabove. The value for each Unit (determined on the basis of its Group as set forth above) shall not be subject to amendment or change, unless by further amendment to the Declaration signed by all parties, and recorded in the Grafton County Registry of Deeds, but it is understood and agreed that as additional Units are brought into the Condominium, the undivided interest appurtenant to all Units in the Condominium shall be reallocated on the basis of value, and in accordance with the then-current allocations of value among Groups.”

3K2246 PG 0854

2. Delete section 6-105 of the Declaration, and insert in place thereof the following:

Declaration for Highland Colony—A Condominium



-4-

"No additions shall be permitted to the exterior of the individual Units, within the Limited Common Area, except for sun porches, decks, and the venting unit/fuel tank/wooden tank-enclosure associated with space heater installations. Sun porches, decks, and space heater installations, including design and construction, are subject to the approval of the board of directors of the Highland Links Colony Homeowners Association, such approval to be received prior to the commencement of construction, and such additions shall be located totally within the Limited Common Area appurtenant to the owner's Unit. No internal modification of individual Units which would increase the number of presently existing bedrooms shall be permitted. Maintenance of any additions allowed pursuant to this paragraph shall be solely the obligation of the Unit Owner, who shall be responsible for all costs and risks thereof, and shall hold harmless and indemnify the Declarant, Association, or other Unit Owners from any risk or loss associated with such addition." Additions constructed after the date of this Amendment shall be deemed to expand the square footage of the Unit under Paragraph 2-600; however, construction of an addition within the Limited Common Area shall not expand the boundaries of the Limited Common Area.

Other than the foregoing Amendment, said Declaration, By-Laws and other condominium instruments shall otherwise remain unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 10th day of September, 1996.

JK2246 Pg0855

MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.

Michelle M. Bootbejer
Witness

By: [Signature]
Herbert G. Ingram
Its Member, Duly Authorized

HIGHLAND LINKS COLONY
HOMEOWNERS ASSOCIATION

Carol A. Otis
Witness

By: [Signature]
Thomas C. Boyd
Its President, Duly Authorized

Declaration for Highland Colony—A Condominium



-5-

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

BEFORE ME, the undersigned officer, personally appeared **Herbert G. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

Joseph G. Amel
Notary Public/Justice of the Peace

My Commission Expires:

Nov 2, 2001

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

BEFORE ME, the undersigned officer, personally appeared **Thomas C. Boyd** who acknowledged himself to be the duly authorized President of **HIGHLAND LINKS COLONY CONDOMINIUM HOMEOWNERS ASSOCIATION**, a voluntary non-profit corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the voluntary non-profit corporation by himself as such President.

Carol A. Oke
Notary Public/Justice of the Peace

My Commission Expires:

6/17/97

3K2246 PG 0856



Sixth Amendment [November 17, 1998]

SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 17 day of November, 1998, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain Fourth

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

*du Bd 2407 B 50 E.
" " 2437 B 291
" " 2439 B 31
du Bd 2380 B 19
" " 2383 B 389
" " 2399 B 12*

022191

BK2357 PG0373

Declaration for Highland Colony—A Condominium



Sixth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; and a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); and certain "As Built Plan" site plan of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as Plan No. 8488, together with a certain floor plan depicting Unit 33 which is recorded in said Registry as Plan No. 8655, together with a certain floor plan depicting Unit 31 which is recorded in said Registry as Plan No. 8673, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, **Unit 29** as depicted upon certain site and floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment,

BK2357 pg0374

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



Sixth Amendment

Page 3

referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said **Unit 29**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 29** shall be deemed to constitute a Unit within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 29** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in said Fifth Amendment shall be further amended as follows:

BK2357 Pg0375



"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$96,750.00	5.22%
25	1	\$96,750.00	5.22%
26	1	\$96,750.00	5.22%
13	2	\$100,000.00	5.39%
15	2	\$100,000.00	5.39%
16	2	\$100,000.00	5.39%
17	2	\$100,000.00	5.39%
23	2	\$100,000.00	5.39%
27	2	\$100,000.00	5.39%
12	3	\$103,250.00	5.57%
20	3	\$103,250.00	5.57%
22	3	\$103,250.00	5.57%
24	3	\$103,250.00	5.57%
14	4	\$106,500.00	5.74%
29	11	\$104,900.00	5.66%
33	12	\$108,975.00	5.88%
34	13	\$113,050.00	6.11%
31	14	\$117,125.00	<u>6.33%</u>
			100.00%"

BK2357 PG0376

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

Declaration for Highland Colony—A Condominium

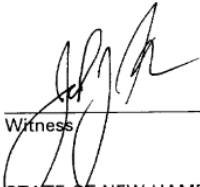


Sixth Amendment

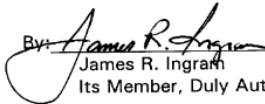
Page 5

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names and steads, this 17 day of November, 1998.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

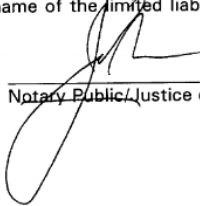


Witness

By: 
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. November 17, 1998.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram**, who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public/Justice of the Peace

My Commission Expires:
8/4/02

BK2357 Pg0377

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Carol A. Collins
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GRAFTON COUNTY
REGISTRY OF DEEDS
Register of Deeds



Seventh Amendment [March 15, 1999]

001514

BK2380 PG0019

See Blk 2383 Pg 389
" " 2399 Pg 17
" " 2404 Pg 508
" " 2432 Pg 231
" " 2439 Pg 31

SEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 15 day of March, 1999, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain Fourth

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



Seventh Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); and a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain floor plan depicting Unit 31 which is recorded in said Registry as **Plan No 8673**; together with a certain floor plan depicting Unit 29 which is recorded in said Registry as **Plan No 9431**; all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium

BK2380 PG0020

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Seventh Amendment

Page 3

for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Units 10 and 11 are depicted upon certain floor plans to be recorded herewith, have been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said Units 10 and 11, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Units 10 and 11 shall be deemed to constitute Units within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Units 10 and 11 are and shall constitute Units within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment thereto.

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2380 Pg 0021



Seventh Amendment

Page 4

2. That from and after the date of recording of the within instrument, Schedule A, as revised and set forth in said Sixth Amendment shall be further amended as follows:

BK2380 Pg0022

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$96,750.00	4.72%
25	1	\$96,750.00	4.72%
26	1	\$96,750.00	4.72%
13	2	\$100,000.00	4.87%
15	2	\$100,000.00	4.87%
16	2	\$100,000.00	4.87%
17	2	\$100,000.00	4.87%
23	2	\$100,000.00	4.87%
27	2	\$100,000.00	4.87%
12	3	\$103,250.00	5.04%
20	3	\$103,250.00	5.04%
22	3	\$103,250.00	5.04%
24	3	\$103,250.00	5.04%
14	4	\$106,500.00	5.19%
11	9	\$ 96,750.00	4.72%
10	10	\$100,825.00	4.91%
29	11	\$104,900.00	5.11%
33	12	\$108,975.00	5.31%
34	13	\$113,050.00	5.51%
31	14	\$117,125.00	<u>5.71%</u>
			100.00%"

BK2380 pg0023




Seventh Amendment

Page 6

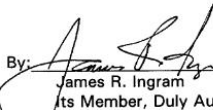
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 15 day of March, 1999.

MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.

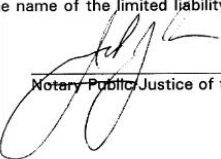


Witness
STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

By: 
James R. Ingram
Its Member, Duly Authorized

March 15, 1999.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram**, who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public Justice of the Peace

My Commission Expires: 8/6/01

RECEIVED
Court A. Collins
99 MAR 17 PH 1:47
GRAFTON COUNTY
REGISTRY OF DEEDS
Register of Deeds

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BK2380 PG0024



Eighth Amendment [April 1, 1999]

Handwritten notes in the left margin: "AL 2399 Pg 12", "2402 Pg 508", "1132 Pg 231", "2439 Pg 31".

EIGHTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 1st day of April, 1999, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

005640

BK2383 Pg 0389



Eighth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No.**

BK2383 Pg0390

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Eighth Amendment

Page 3

9431; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, **Unit 30** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said **Unit 30**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 30** shall be deemed to constitute a Unit within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Units 30** is and shall constitute a Unit within the Condominium,

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BK2383 pg0391



Eighth Amendment

Page 4

reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in said Seventh Amendment shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$96,750.00	4.47%
25	1	\$96,750.00	4.47%
26	1	\$96,750.00	4.47%
13	2	\$100,000.00	4.62%
15	2	\$100,000.00	4.62%
16	2	\$100,000.00	4.62%
17	2	\$100,000.00	4.62%
23	2	\$100,000.00	4.62%
27	2	\$100,000.00	4.62%
12	3	\$103,250.00	4.77%
20	3	\$103,250.00	4.77%
22	3	\$103,250.00	4.77%
24	3	\$103,250.00	4.77%
14	4	\$106,500.00	4.92%
11	9	\$ 96,750.00	4.47%

BK2383 Pg0392

Declaration for Highland Colony—A Condominium

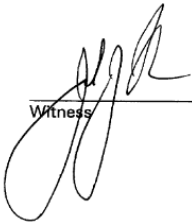


Eighth Amendment			Page 5
10	10	\$100,825.00	4.66%
29	11	\$104,900.00	4.85%
33	12	\$108,975.00	5.03%
30	13	\$113,050.00	5.23%
34	13	\$113,050.00	5.22%
31	14	\$117,125.00	5.41%
TOTAL:			100.00%

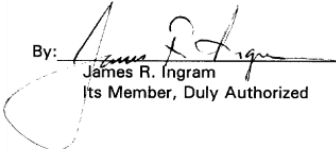
BK2383 PG0393

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 1st day of April, 1999.



 Witness

**MOUNTAIN RIVER
 DEVELOPMENT ASSOCIATES, L.L.C.**
 By: 

 James R. Ingram
 Its Member, Duly Authorized



Ninth Amendment [June 10, 1999]

du BL 240278 308
du BL 2437 231
" 2439 21

**NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

010375

THIS AMENDMENT is made this 10th day of June, 1999, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

BK2399 Pg0012

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Thrd Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Ninth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No.**

BK2399 pg0013

JOHN J. MC CORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



Ninth Amendment

Page 3

8655, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 5** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said **Unit 5**, and further intends to amend the undivided interest with respect to all of the Units in

BK2399 Pg0014

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Ninth Amendment

Page 4

the Condominium for purposes of declaring that from and after the date hereof, **Unit 5** shall be deemed to constitute a Unit within the Condominium for all purposes; and

WHEREAS, Article 2-200, "Description of Buildings" as contained in the First Amendment sets forth that "there are intended to be no more than twenty-one (21) residential buildings in the Condominium, containing a total of no more than thirty-four (34) Units", and the current scheme of development contemplates there being no more than twenty-two (22) residential buildings in the Condominium, containing a total of no more than thirty-four (34) Units.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. Delete from Paragraph 2-200 of the First Amendment, and insert in place thereof the following:

"2-200. Description of Buildings. There are intended to be no more than **twenty-two (22)** residential buildings in The Condominium, containing a total of no more than thirty-four (34) Units. The buildings will be constructed of wood frame and concrete block on a concrete slab or foundation. The Declarant may, as part of the initial construction of a Unit, construct an attached garage designed to accommodate no more than two (2) vehicles in accordance with "as-built" floor plans to be recorded simultaneously with the instrument of conveyance. Any garage so constructed shall be constructed of wood frame and concrete block on a concrete slab. No Condominium Unit shall contain more than one (1) garage. In addition, the Condominium consists of an existing Community Center building, a swimming pool and a tennis court."

2. That **Unit 5** is and shall constitute a Unit within the Condominium,

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BK2399 Pg 0015



Ninth Amendment

Page 5

reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment thereto.

3. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in said Eighth Amendment, shall be further amended as follows:

BK2399 Pg0016

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



Ninth Amendment

Page 6

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$96,750.00	4.23%
25	1	\$96,750.00	4.23%
26	1	\$96,750.00	4.23%
13	2	\$100,000.00	4.37%
15	2	\$100,000.00	4.37%
16	2	\$100,000.00	4.37%
17	2	\$100,000.00	4.37%
23	2	\$100,000.00	4.37%
27	2	\$100,000.00	4.37%
12	3	\$103,250.00	4.50%
20	3	\$103,250.00	4.50%
22	3	\$103,250.00	4.50%
24	3	\$103,250.00	4.50%
14	4	\$106,500.00	4.65%
11	9	\$ 96,750.00	4.23%
10	10	\$100,825.00	4.40%
29	11	\$104,900.00	4.58%
33	12	\$108,975.00	4.76%
30	13	\$113,050.00	4.94%
34	13	\$113,050.00	4.94%
31	14	\$117,125.00	5.12%
5	16	\$125,275.00	<u>5.47%</u>
TOTAL:			100.00%

BK2399 Pg0017

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Ninth Amendment

Page 7

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 10th day of June, 1999.

MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.

[Signature]
Witness

By: *[Signature]*
James R. Ingram
Its Member, Duly Authorized

BK2399 Pg 0018

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. June 10, 1999.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires:

DeAnne L. Jennings
NOTARY PUBLIC, NEW HAMPSHIRE
My Commission Expires: May 14, 2002

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Carol G. Elliott
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GRAFTON COUNTY
REGISTRY OF DEEDS
[Signature]



Tenth Amendment [June 25,1999]

*See Vol. 2432 pg 231
" 2439 pg 31*

**TENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

THIS AMENDMENT is made this 25 day of June, 1999, by MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain Fourth

JOHN J. MCCORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217

011452

BK2402 pg0508



Tenth Amendment

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Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); and a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); together with certain "As Built

BK 2402 PG 0509

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



Tenth Amendment

Page 3

Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 5** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring

BK2402 PG0510

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Tenth Amendment

Page 4

specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with certain "As-Built" floor plans depicting the exact location, size and dimensions of said **Unit 32**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 32** shall be deemed to constitute a Unit within the Condominium for all purposes.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 32** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment thereto.

3. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in said Ninth Amendment, shall be further amended as follows:

BK2402 PG0511

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$96,750.00	4.03%
25	1	\$96,750.00	4.03%
26	1	\$96,750.00	4.03%
13	2	\$100,000.00	4.16%
15	2	\$100,000.00	4.16%
16	2	\$100,000.00	4.16%
17	2	\$100,000.00	4.16%
23	2	\$100,000.00	4.16%
27	2	\$100,000.00	4.16%
12	3	\$103,250.00	4.30%
20	3	\$103,250.00	4.30%
22	3	\$103,250.00	4.30%
24	3	\$103,250.00	4.30%
14	4	\$106,500.00	4.43%
11	9	\$ 96,750.00	4.03%
10	10	\$100,825.00	4.20%
29	11	\$104,900.00	4.37%
33	12	\$108,975.00	4.54%
30	13	\$113,050.00	4.70%
32	13	\$113,050.00	4.70%
34	13	\$113,050.00	4.70%
31	14	\$117,125.00	4.87%
5	16	\$125,275.00	5.21%
TOTAL:			100.00%

BK2402 PG0512



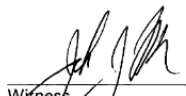
Tenth Amendment

Page 6

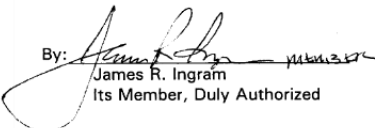
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 25 day of June, 1999.

MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.



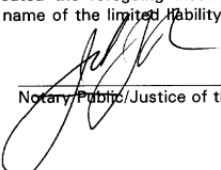
Witness

By: 
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

June 25th 1999.

BEFORE ME, the undersigned officer, personally appeared James R. Ingram who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public/Justice of the Peace

My Commission Expires:
8/6/01

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Registry of Deeds

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JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

BR2402 PG0513



Eleventh Amendment [November 15, 1999]

**ELEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

THIS AMENDMENT is made this 15th day of November, 1999, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

du. du. 2439 of 31

021382

8K2432 PG0231



Eleventh Amendment

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Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); and a certain **Tenth Amendment**

BK2132 Pa0232

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Declaration for Highland Colony—A Condominium



Eleventh Amendment

Page 3

to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment") together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links

BK2432 PA0233

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Declaration for Highland Colony—A Condominium



Eleventh Amendment

Page 4

Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, Unit 3 is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said Unit 3 and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Unit 3 shall be deemed to constitute a Unit within the Condominium for all purposes;

WHEREAS, the dimensions of Unit 25 have been increased by the addition of a "sun room" as depicted on a certain "As-Built" floor plan to be recorded herewith, and has been substantially completed, therefore increasing said Unit 25 from a Group 1 to Group 2 type unit within the Condominium.

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Unit 3 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment,

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2432 P0234



Eleventh Amendment

Page 5

Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Tenth Amendment thereto.

3. That the dimensions of **Unit 25** shall be amended to reflect the addition of the aforementioned "sun room" and, further, shall be classified as a Group 2 type unit due to the increase in dimensions as aforesaid.

4. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Tenth Amendment, shall be further amended as follows:

BK2132 Pa0235



"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$ 96,750.00	3.85%
26	1	\$ 96,750.00	3.85%
13	2	\$100,000.00	3.98%
15	2	\$100,000.00	3.98%
16	2	\$100,000.00	3.98%
17	2	\$100,000.00	3.98%
23	2	\$100,000.00	3.98%
25	2	\$100,000.00	3.98%
27	2	\$100,000.00	3.98%
12	3	\$103,250.00	4.12%
20	3	\$103,250.00	4.12%
22	3	\$103,250.00	4.12%
24	3	\$103,250.00	4.12%
14	4	\$106,500.00	4.24%
11	9	\$ 96,750.00	3.85%
10	10	\$100,825.00	4.02%
3	11	\$104,900.00	4.18%
29	11	\$104,900.00	4.18%
33	12	\$108,975.00	4.34%
30	13	\$113,050.00	4.50%
32	13	\$113,050.00	4.50%
34	13	\$113,050.00	4.50%
31	14	\$117,125.00	4.66%
5	16	\$125,275.00	4.99%
		TOTAL:	100.00%

BK2432 PR0236

Declaration for Highland Colony—A Condominium




Eleventh Amendment

Page 7

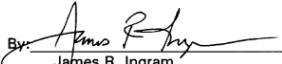
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 15 day of November, 1999.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**



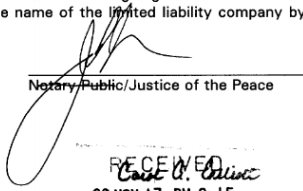
Witness

By: 

James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. November 15, 1999.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public/Justice of the Peace

My Commission Expires:
8/6/01

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Christ W. Collins
99 NOV 17 PM 2:15
GRAFTON COUNTY
REGISTRY OF DEEDS
Register of Deeds

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JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2432 PD0237



Twelfth Amendment [December 22, 1999]

TWELFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 22 day of December, 1999, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

023626

BK2439 PG0031



Twelfth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to

BK 2439 Pg 032

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



Twelfth Amendment

Page 3

Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"), and a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment") together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units

BK21439 PG0033

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Declaration for Highland Colony—A Condominium



Twelfth Amendment

Page 4

3 and 4 which are recorded in said Registry as **Plan No. 9773**; all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 4** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 4** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 4** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 4** is and shall constitute a Unit within the Condominium,

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BK2439 Pg 0031



reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, and Eleventh Amendment thereto.

3. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Eleventh Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$ 96,750.00	3.70%
26	1	\$ 96,750.00	3.70%
13	2	\$100,000.00	3.82%
15	2	\$100,000.00	3.82%
16	2	\$100,000.00	3.82%
17	2	\$100,000.00	3.82%
23	2	\$100,000.00	3.82%
25	2	\$100,000.00	3.82%
27	2	\$100,000.00	3.82%
12	3	\$103,250.00	3.95%
20	3	\$103,250.00	3.95%
22	3	\$103,250.00	3.95%
24	3	\$103,250.00	3.95%
14	4	\$106,500.00	4.07%

BK2439 Pg0035

Declaration for Highland Colony—A Condominium



Twelfth Amendment Page 6


11	9	\$ 96,750.00	3.70%
10	10	\$100,825.00	3.85%
3	11	\$104,900.00	4.01%
4	11	\$104,900.00	4.01%
29	11	\$104,900.00	4.01%
33	12	\$108,975.00	4.17%
30	13	\$113,050.00	4.32%
32	13	\$113,050.00	4.32%
34	13	\$113,050.00	4.32%
31	14	\$117,125.00	4.48%
5	16	\$125,275.00	4.80%
TOTAL:			100.00%

BK 24-39-PG 0036

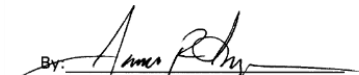
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain amended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 22 day of December, 1999.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**



Witness

By: 
James R. Ingram
Its Member, Duly Authorized

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium

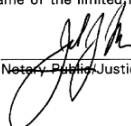


Twelfth Amendment

Page 7

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. December 22 1999.

BEFORE ME, the undersigned officer, personally appeared James R. Ingram who acknowledged himself to be the duly authorized Member of MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public, Justice of the Peace

My Commission Expires:
8/6/2001

BK2439 pg 0037

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JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



Thirteenth Amendment [February 17, 2000]

THIRTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 17th day of February, 2000, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MC CORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217

002188

BK2447 PG0033

Declaration for Highland Colony—A Condominium



Thirteenth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to

BK2447 pg0034

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



Thirteenth Amendment

Page 3

Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); and a certain **Twelfth Amendment** thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment") together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5

BK2447 Pa0035

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Declaration for Highland Colony—A Condominium



Thirteenth Amendment

Page 4

recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**; all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 28** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 28** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 28** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

BR2447 PG0036



Development Associates, L.L.C., declares as follows:

1. That **Unit 28** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, and Twelfth Amendment thereto.

3. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Twelfth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$ 96,750.00	3.54%
26	1	\$ 96,750.00	3.54%
13	2	\$100,000.00	3.66%
15	2	\$100,000.00	3.66%
16	2	\$100,000.00	3.66%
17	2	\$100,000.00	3.66%
23	2	\$100,000.00	3.66%
25	2	\$100,000.00	3.66%
27	2	\$100,000.00	3.66%
12	3	\$103,250.00	3.77%
20	3	\$103,250.00	3.77%
22	3	\$103,250.00	3.77%

BK2447 PG0037

Declaration for Highland Colony—A Condominium



Thirteenth Amendment

Page 6

24	3	\$103,250.00	3.77%
14	4	\$106,500.00	3.90%
11	9	\$ 96,750.00	3.54%
10	10	\$100,825.00	3.69%
3	11	\$104,900.00	3.84%
4	11	\$104,900.00	3.84%
29	11	\$104,900.00	3.84%
33	12	\$108,975.00	3.99%
30	13	\$113,050.00	4.14%
32	13	\$113,050.00	4.14%
34	13	\$113,050.00	4.14%
28	14	\$117,125.00	4.29%
31	14	\$117,125.00	4.29%
5	16	\$125,275.00	4.58%
TOTAL:			100.00%"

BK2447 Pa0038

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



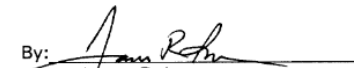
Thirteenth Amendment

Page 7

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 17th day of February, 2000.

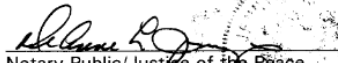
**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**


Witness

By: 
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. February 17th, 2000.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.


Notary Public/Justice of the Peace

My Commission Expires:

DeAnne L. Jennings
NOTARY PUBLIC, NEW HAMPSHIRE
My Commission Expires: May 14, 2002

RECEIVED
Carey D. Elliott
2000 FEB 17 PM 2:14

GRAFTON COUNTY
REGISTRY OF DEEDS
Registry of Deeds

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BK2447 PA0039



Fourteenth Amendment [March 3, 2000]

**FOURTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

THIS AMENDMENT is made this 3rd day of March, 2000, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth**

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

003633

BK2450 PG0184



Fourteenth Amendment

Page 2

Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to

BK2450 pg0185



Fourteenth Amendment

Page 3

Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); and a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is

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JOHN J. MC CORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217



Fourteenth Amendment

Page 4

recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 7** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 7**

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and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, Unit 7 shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Unit 7 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, and Thirteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, Schedule A, as revised and set forth in the Thirteenth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$ 96,750.00	3.40%
26	1	\$ 96,750.00	3.40%
13	2	\$100,000.00	3.52%

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Declaration for Highland Colony—A Condominium



Fourteenth Amendment

Page 6

15	2	\$100,000.00	3.52%
16	2	\$100,000.00	3.52%
17	2	\$100,000.00	3.52%
23	2	\$100,000.00	3.52%
25	2	\$100,000.00	3.52%
27	2	\$100,000.00	3.52%
12	3	\$103,250.00	3.63%
20	3	\$103,250.00	3.63%
22	3	\$103,250.00	3.63%
24	3	\$103,250.00	3.63%
14	4	\$106,500.00	3.75%
11	9	\$ 96,750.00	3.40%
10	10	\$100,825.00	3.55%
3	11	\$104,900.00	3.69%
4	11	\$104,900.00	3.69%
29	11	\$104,900.00	3.69%
7	12	\$108,975.00	3.83%
33	12	\$108,975.00	3.83%
30	13	\$113,050.00	3.98%
32	13	\$113,050.00	3.98%
34	13	\$113,050.00	3.98%
28	14	\$117,125.00	4.13%
31	14	\$117,125.00	4.13%
5	16	\$125,275.00	<u>4.41%</u>
TOTAL:			100.00%

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Other than the foregoing Amendment, said Declaration and By-Laws shall

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Declaration for Highland Colony—A Condominium




Fourteenth Amendment

Page 7

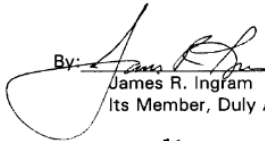
otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 3rd day of March, 2000.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

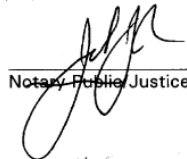


Witness
STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

By: 

James R. Ingram
Its Member, Duly Authorized
March 3rd, 2000.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public Justice of the Peace

My Commission Expires: 8/6/02

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Carol G. Levine
2000 MAR -9 PM 3:37
GRAFTON COUNTY
REGISTRY OF DEEDS
Registry of Deeds

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JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

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Fifteenth Amendment [May 5, 2000]

FIFTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 5th day of May, 2000, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated

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007187

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Declaration for Highland Colony—A Condominium



Fifteenth Amendment

Page 2

December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to

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Fifteenth Amendment

Page 3

Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); and a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain

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JOHN J. MCCORMACK • ATTORNEY-AT-LAW • ASHLAND, NEW HAMPSHIRE 03217



Fifteenth Amendment

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floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 7** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 6** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 6** shall

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

BR2460 PG0403



Fifteenth Amendment

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be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 6** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Fourteenth Amendment, shall be further amended as follows:

8K2460 Pg 04 of 4



"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$ 96,750.00	3.28%
26	1	\$ 96,750.00	3.28%
13	2	\$100,000.00	3.39%
15	2	\$100,000.00	3.39%
16	2	\$100,000.00	3.39%
17	2	\$100,000.00	3.39%
23	2	\$100,000.00	3.39%
25	2	\$100,000.00	3.39%
27	2	\$100,000.00	3.39%
12	3	\$103,250.00	3.50%
20	3	\$103,250.00	3.50%
22	3	\$103,250.00	3.50%
24	3	\$103,250.00	3.50%
14	4	\$106,500.00	3.61%
11	9	\$ 96,750.00	3.28%
10	10	\$100,825.00	3.42%
3	11	\$104,900.00	3.55%
4	11	\$104,900.00	3.55%
29	11	\$104,900.00	3.55%
6	12	\$108,975.00	3.69%
7	12	\$108,975.00	3.69%
33	12	\$108,975.00	3.69%
30	13	\$113,050.00	3.83%
32	13	\$113,050.00	3.83%
34	13	\$113,050.00	3.83%

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Declaration for Highland Colony—A Condominium



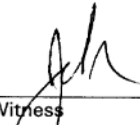
Fifteenth Amendment

Page 7

28	14	\$117,125.00	3.97%
31	14	\$117,125.00	3.97%
5	16	\$125,275.00	4.25%
		TOTAL:	100.00%

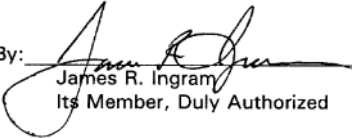
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 5th day of May, 2000.



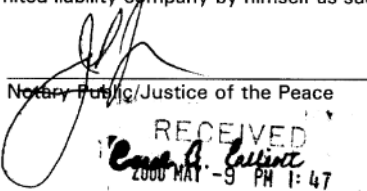
 Witness

**MOUNTAIN RIVER
 DEVELOPMENT ASSOCIATES, L.L.C.**

By: 
 James R. Ingram
 Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
 GRAFTON) ss. May 5th, 2000.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



 Notary Public/Justice of the Peace

My Commission Expires: 8/1/01

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 Carol A. Leland
 2000 MAY -9 PM 1:47
 GRAFTON COUNTY
 REGISTRY OF DEEDS
 Register of Deeds

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2460 Pg0406



Sixteenth Amendment [October 4, 2000]

SIXTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 4th day of October, 2000, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

See Plans # 19, 107 and 9863

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment**

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JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



Sixteenth Amendment

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to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and

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JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); and a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting

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Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 1** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 1** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 1** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 1** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth

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BK2491 Pa0271



Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, and Fifteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Fifteenth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$ 96,750.00	3.15%
26	1	\$ 96,750.00	3.15%
13	2	\$100,000.00	3.26%
15	2	\$100,000.00	3.26%
16	2	\$100,000.00	3.26%
17	2	\$100,000.00	3.26%
23	2	\$100,000.00	3.26%
25	2	\$100,000.00	3.26%
27	2	\$100,000.00	3.26%
12	3	\$103,250.00	3.37%
20	3	\$103,250.00	3.37%
22	3	\$103,250.00	3.37%
24	3	\$103,250.00	3.37%
14	4	\$106,500.00	3.47%
11	9	\$ 96,750.00	3.15%
10	10	\$100,825.00	3.29%

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Declaration for Highland Colony—A Condominium



Sixteenth Amendment

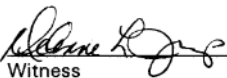
Page 6

3	11	\$104,900.00	3.42%
4	11	\$104,900.00	3.42%
29	11	\$104,900.00	3.42%
6	12	\$108,975.00	3.55%
7	12	\$108,975.00	3.55%
33	12	\$108,975.00	3.55%
30	13	\$113,050.00	3.68%
32	13	\$113,050.00	3.68%
34	13	\$113,050.00	3.68%
1	14	\$117,125.00	3.82%
28	14	\$117,125.00	3.82%
31	14	\$117,125.00	3.82%
5	16	\$125,275.00	4.08%
TOTAL:			100.00%"

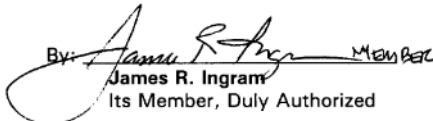
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 4th day of October, 2000.

MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.



Witness

By:  Member
James R. Ingram
Its Member, Duly Authorized

BK2491 PA0273

Declaration for Highland Colony—A Condominium



Sixteenth Amendment

Page 7

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. October 4th, 2000.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

DeAnne L. Jennings
Notary Public/Justice of the Peace

My Commission Expires:

D:\C:\W\DeAnne L. Jennings\AMEND\HIGHLN16.]
NOTARY PUBLIC, NEW HAMPSHIRE
My Commission Expires: May 14, 2002

RECEIVED
Carol A. Elliott
2000 OCT -5 PM 3:11
GRAFTON COUNTY
REGISTRY OF DEEDS
Registrar of Deeds

BK2491 P00274



Seventeenth Amendment [November 2, 2000]

SEVENTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 2nd day of November, 2000, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment**

JOHN J. MC CORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

019426

BK2497 PG0557



Seventeenth Amendment

Page 2

to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and

BK2497 P00558

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Seventeenth Amendment

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recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); and a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor

BK2497 PG0559

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Declaration for Highland Colony—A Condominium



Seventeenth Amendment

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plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 2** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 2** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 2** shall be deemed to constitute a Unit within the Condominium for all purposes;

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BK2497 Pg0560

Declaration for Highland Colony—A Condominium



NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That Unit 2 is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment and Sixteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, Schedule A, as revised and set forth in the Sixteenth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
21	1	\$ 96,750.00	3.03%
26	1	\$ 96,750.00	3.03%
13	2	\$100,000.00	3.13%
15	2	\$100,000.00	3.13%
16	2	\$100,000.00	3.13%
17	2	\$100,000.00	3.13%
23	2	\$100,000.00	3.13%
25	2	\$100,000.00	3.13%
27	2	\$100,000.00	3.13%
12	3	\$103,250.00	3.23%
20	3	\$103,250.00	3.23%
22	3	\$103,250.00	3.23%

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BK2497 Pg0561

Declaration for Highland Colony—A Condominium



Seventeenth Amendment

Page 6

24	3	\$103,250.00	3.23%
14	4	\$106,500.00	3.34%
11	9	\$ 96,750.00	3.03%
10	10	\$100,825.00	3.17%
3	11	\$104,900.00	3.29%
4	11	\$104,900.00	3.29%
29	11	\$104,900.00	3.29%
6	12	\$108,975.00	3.41%
7	12	\$108,975.00	3.41%
33	12	\$108,975.00	3.41%
30	13	\$113,050.00	3.54%
32	13	\$113,050.00	3.54%
34	13	\$113,050.00	3.54%
1	14	\$117,125.00	3.67%
28	14	\$117,125.00	3.67%
31	14	\$117,125.00	3.67%
2	16	\$125,275.00	3.92%
5	16	\$125,275.00	3.92%
		TOTAL:	100.00%

BK2497 PG0562

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

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Declaration for Highland Colony—A Condominium



Seventeenth Amendment

Page 7

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 2ND day of November, 2000.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

Kathleen J. Winkelman
Witness

By: *James R. Ingram* **MEMBER**
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. November 2, 2000.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

Kathleen J. Winkelman
Notary Public, Justice of the Peace

My Commission Expires:
12-17-2002



D:[C:\WPWIN60\WPDOCS\DECLAR\AMEND\HIGHLN17.]

RECEIVED
Carol A. Collins
2000 NOV -3 PM 1:02
GRAFTON COUNTY
REGISTRY OF DEEDS
Register of Deeds

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

BK2497 Pg0563

Declaration for Highland Colony—A Condominium



Eighteenth Amendment

[July 18, 2001]

#60

012742

2001 JUL 19 PM 3: 23

BK2561 PG0545

GRAFTON COUNTY
REGISTRY OF DEEDS

EIGHTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

THIS AMENDMENT is made this 18 day of July, 2001, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment**

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2561 PG0546

Eighteenth Amendment

Page 2

to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2561 PG0547

Eighteenth Amendment

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recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); a certain **Seventeenth Amendment** thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"), together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit

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BK2561 PG0548

Eighteenth Amendment

Page 4

30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 9** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 9** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for

JOHN J. MC CORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2561 PG0549

Eighteenth Amendment

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purposes of declaring that from and after the date hereof, **Unit 9** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 9** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, and Seventeenth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Seventeenth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
21	1	\$ 96,750.00	2.93%
26	1	\$ 96,750.00	2.93%
13	2	\$100,000.00	3.03%
15	2	\$100,000.00	3.03%
16	2	\$100,000.00	3.03%
17	2	\$100,000.00	3.03%
23	2	\$100,000.00	3.03%

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



BK2561 PG0550

Eighteenth Amendment

Page 6

25	2	\$100,000.00	3.03%
27	2	\$100,000.00	3.03%
12	3	\$103,250.00	3.13%
20	3	\$103,250.00	3.13%
22	3	\$103,250.00	3.13%
24	3	\$103,250.00	3.13%
14	4	\$106,500.00	3.23%
11	9	\$ 96,750.00	2.93%
10	10	\$100,825.00	3.05%
3	11	\$104,900.00	3.17%
4	11	\$104,900.00	3.17%
29	11	\$104,900.00	3.17%
6	12	\$108,975.00	3.30%
7	12	\$108,975.00	3.30%
9	12	\$108,975.00	3.30%
33	12	\$108,975.00	3.30%
30	13	\$113,050.00	3.42%
32	13	\$113,050.00	3.42%
34	13	\$113,050.00	3.42%
1	14	\$117,125.00	3.55%
28	14	\$117,125.00	3.55%
31	14	\$117,125.00	3.55%
2	16	\$125,275.00	3.79%
5	16	\$125,275.00	3.79%
TOTAL:			100.00%

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



BK2561 PG0551

Eighteenth Amendment

Page 7

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 18 day of July, 2001.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

Witness

By: _____
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. July 18, 2001.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

Notary Public/Justice of the Peace

My Commission Expires:
8/6/02

Carol A. Elliott, Register
GRAFTON COUNTY REGISTRY OF DEEDS

D:[C:\WPWIN60\WPDOCS\DECLAR\AMEND\HIGHLN18.]



Nineteenth Amendment [August 2, 2001]

013925

2001 AUG -2 PM 2: 57

BK2567 PG0108

GRAFTON COUNTY
REGISTRY OF DEEDS

NINETEENTH AMENDMENT

TO

**DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

THIS AMENDMENT is made this 2ND day of August, 2001, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment**

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2567 PG0109

Nineteenth Amendment

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to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and

JOHN J. MCCORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2567 PG0110

Nineteenth Amendment

Page 3

recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); a certain **Seventeenth Amendment** thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"); a certain **Eighteenth Amendment** thereto, dated July 18, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2561, Page 545 (hereinafter referred to as the "Eighteenth Amendment"), together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533**

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



8K2567 PG0111

Nineteenth Amendment

Page 4

and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, together with a certain floor plan depicting Unit #9 which is recorded in said Registry as **Plan No. 10307**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 18** is depicted upon certain floor plans to be recorded herewith, has been substantially completed, and pursuant to said First Amendment, referring

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BK2567 PG0112

Nineteenth Amendment

Page 5

specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, together with a certain "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 18** and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 18** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 18** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Seventeenth Amendment, and Eighteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Eighteenth Amendment, shall be further amended as follows:



BK2567 PG0113

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
1	14	\$117,125.00	3.43%
2	16	\$125,275.00	3.68%
3	11	\$104,900.00	3.08%
4	11	\$104,900.00	3.08%
5	16	\$125,275.00	3.68%
6	12	\$108,975.00	3.19%
7	12	\$108,975.00	3.19%
8			0.00%
9	12	\$108,975.00	3.19%
10	10	\$100,825.00	2.96%
11	9	\$ 96,750.00	2.84%
12	3	\$103,250.00	3.03%
13	2	\$100,000.00	2.93%
14	4	\$106,500.00	3.12%
15	2	\$100,000.00	2.93%
16	2	\$100,000.00	2.93%
17	2	\$100,000.00	2.93%
18	12	\$108,975.00	3.19%
19			0.00%
20	3	\$103,250.00	3.03%
21	1	\$ 96,750.00	2.84%
22	3	\$103,250.00	3.03%
23	2	\$100,000.00	2.93%
24	3	\$103,250.00	3.03%
25	2	\$100,000.00	2.93%
26	1	\$ 96,750.00	2.84%
27	2	\$100,000.00	2.93%
28	14	\$117,250.00	3.43%
29	11	\$104,900.00	3.08%
30	13	\$113,050.00	3.31%
31	14	\$117,125.00	3.43%
32	13	\$113,050.00	3.31%
33	12	\$108,975.00	3.19%
34	13	\$113,050.00	3.31%
TOTAL:			100.00%

Declaration for Highland Colony—A Condominium



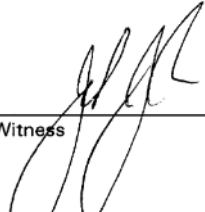
BK2567 PG0114

Nineteenth Amendment

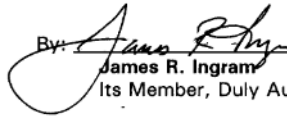
Page 7

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 20 day of August, 2001.

Witness


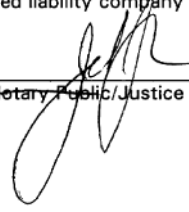
**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

By: 
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

August 20, 2001.

BEFORE ME, the undersigned officer, personally appeared James R. Ingram who acknowledged himself to be the duly authorized Member of MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C., a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.


Notary Public/Justice of the Peace

My Commission Expires:
8/6/02


Carol O. Elliott, Registrar
GRAFTON COUNTY REGISTRY OF DEEDS

D:[C:\WPWIN60\WPDOS\DECLAR\AMEND\HIGHLN19]

Declaration for Highland Colony—A Condominium



Twentieth Amendment

[August 10, 2001]

014789

2001 AUG 13 PM 2:45

BK2570 PG0265

GRAFTON COUNTY
REGISTRY OF DEEDS

TWENTIETH AMENDMENT

TO

DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM

60

THIS AMENDMENT is made this 10th day of August, 2001, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment**

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2570 PG0266

Twentieth Amendment

Page 2

to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and

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BK2570 PG 0267

Twentieth Amendment

Page 3

recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); a certain **Seventeenth Amendment** thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"); a certain **Eighteenth Amendment** thereto, dated July 18, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2561, Page 545 (hereinafter referred to as the "Eighteenth Amendment"); a certain **Nineteenth Amendment** thereto, dated August 2, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2567, Page 108 (hereinafter referred to as the "Nineteenth Amendment"), together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans

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BK2570 PG0268

Twentieth Amendment

Page 4

depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, together with a certain floor plan depicting Units 8 and 9 which is recorded in said Registry as **Plan No. 10307**, together with a certain floor plan depicting Unit 18 which is recorded in said Registry as **Plan No. 10324**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page

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BK2570 PG0269

Twentieth Amendment

Page 5

666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 8** is depicted upon certain floor plans previously recorded in said Registry as **Plan No. 10307**, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, has recorded the aforesaid "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 8**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 8** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

1. That **Unit 8** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Seventeenth Amendment, Eighteenth Amendment, and Nineteenth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Nineteenth Amendment, shall be further amended as follows:

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2570 PG0270

Twentieth Amendment

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"SCHEDULE A

Allocation of Percentage of Undivided Interest

<u>UNIT</u>	<u>GROUP</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
1	14	\$117,125.00	3.33%
2	16	\$125,275.00	3.55%
3	11	\$104,900.00	2.98%
4	11	\$104,900.00	2.98%
5	16	\$125,275.00	3.55%
6	12	\$108,975.00	3.10%
7	12	\$108,975.00	3.10%
8	12	\$108,975.00	3.10%
9	12	\$108,975.00	3.10%
10	10	\$100,825.00	2.86%
11	9	\$ 96,750.00	2.75%
12	3	\$103,250.00	2.93%
13	2	\$100,000.00	2.84%
14	4	\$106,500.00	3.03%
15	2	\$100,000.00	2.84%
16	2	\$100,000.00	2.84%
17	2	\$100,000.00	2.84%
18	2	\$100,000.00	2.84%
19	12	\$108,975.00	3.10%
20			0.00%
21	3	\$103,250.00	2.93%
22	1	\$ 96,750.00	2.75%
23	3	\$103,250.00	2.93%
24	2	\$100,000.00	2.84%
25	3	\$103,250.00	2.93%
26	2	\$100,000.00	2.84%
27	1	\$ 96,750.00	2.75%
28	2	\$100,000.00	2.84%
29	14	\$117,250.00	3.33%
30	11	\$104,900.00	2.98%
31	13	\$113,050.00	3.21%
32	14	\$117,125.00	3.33%
33	13	\$113,050.00	3.21%
34	12	\$108,975.00	3.10%
	13	\$113,050.00	3.21%
TOTAL:			100.00%"

JOHN J. MC CORMACK • ATTORNEY AT LAW • ASHLAND, NEW HAMPSHIRE 03217



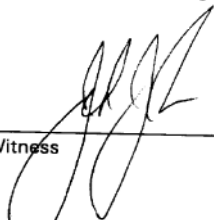
BK2570 PG0271

Twentieth Amendment

Page 7

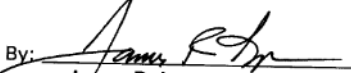
Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 10th day of August, 2001.



Witness

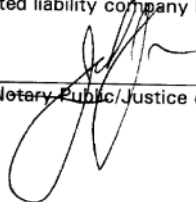
**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**

By: 
James R. Ingram
Its Member, Duly Authorized

STATE OF NEW HAMPSHIRE)
GRAFTON) ss.

August 10, 2001.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.



Notary Public/Justice of the Peace

My Commission Expires: 8/6/02

D:\C:\WPWIN60\WPDOCS\DECLAR\AMEND\HIGHLN20]

Carol A. Elliott, Register
CAROL A. ELLIOTT, REGISTER
GRAFTON COUNTY REGISTRY OF DEEDS



Twenty-First Amendment [December 17, 2001]

#49

024580

2001 DEC 19 AM 8:19

BK2613 PG0389

GRAFTON COUNTY
REGISTRY OF DEEDS

**TWENTY-FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
HIGHLAND LINKS COLONY - A CONDOMINIUM**

THIS AMENDMENT is made this 17th day of December, 2001, by **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of New Hampshire, with a principal place of business at 340 Main Street, Worcester, Massachusetts 01608, (hereinafter referred to "Declarant") as follows:

WHEREAS, said Declarant has caused to be recorded in the Grafton County Registry of Deeds, a certain **First Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain **Second Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain **Third Amendment** to Declaration of Condominium for

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



BK2613 PG0390

Twenty-First Amendment

Page 2

Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain **Fourth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain **Fifth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain **Sixth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain **Seventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as the "Seventh Amendment"); a certain **Eighth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain **Ninth Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain **Tenth Amendment** to Declaration of Condominium for Highland Links Colony - A

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



BK2613 PG0391

Twenty-First Amendment

Page 3

Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain **Eleventh Amendment** to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain **Twelfth Amendment** thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain **Thirteenth Amendment** thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain **Fourteenth Amendment** thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain **Fifteenth Amendment** thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain **Sixteenth Amendment** thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 267 (hereinafter referred to as the "Sixteenth Amendment"); a certain **Seventeenth Amendment** thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"); a certain **Eighteenth Amendment** thereto, dated July 18, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2561, Page 545

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2613 PG0392

Twenty-First Amendment

Page 4

(hereinafter referred to as the "Eighteenth Amendment"); a certain **Nineteenth Amendment** thereto, dated August 2, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2567, Page 108 (hereinafter referred to as the "Nineteenth Amendment"); a certain **Twentieth Amendment** thereto, dated August 10, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2570, Page 265 (hereinafter referred to as the "Twentieth Amendment"), together with certain "As Built Plan" site plans of Highland Links Colony, A Condominium, as revised November, 1995 to depict As Built Units 33 and 34, which is recorded in said Registry as **Plan No. 8488**; together with a certain floor plan depicting Unit 33 which is recorded in said Registry as **Plan No. 8655**, together with a certain site and floor plans depicting Unit 31 which are recorded in said Registry as **Plan No. 8672** and **Plan No. 8673**; together with certain site and floor plans depicting Unit 29 which are recorded in said Registry as **Plan No. 9533** and **Plan No. 9431**; together with a certain floor plan depicting Unit 10 and Unit 11 which is recorded in said Registry as **Plan No. 9449**; together with certain site and floor plans depicting Unit 30 which are recorded in said Registry as **Plan No. 9603** and **Plan No. 9455**; together with certain floor plan depicting Unit 5 recorded in said Registry as **Plan No. 9471**, together with certain floor plan depicting Unit 32 recorded in said Registry as **Plan No. 9473**, together with certain site and floor plans depicting Units 3 and 4 which are recorded in said Registry as **Plan No. 9773**, together with certain floor plans depicting Unit 28 which are recorded in said Registry as **Plan No. 9816**; together with certain floor plans depicting Units 6 and 7 which are recorded in said Registry as **Plan No. 9949**, together with certain site plan

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BK2613 PG0393

Twenty-First Amendment

Page 5

depicting Units 1, 2, 8, and 9 which are recorded in said Registry as **Plan No. 10107**, together with a certain floor plan depicting Unit 1 which is recorded in said Registry as **Plan No. 9863**, together with a certain floor plan depicting Units 8 and 9 which is recorded in said Registry as **Plan No. 10307**, together with a certain floor plan depicting Unit 18 and Unit 19 which is recorded in said Registry as **Plan No. 10324**, all of which amend and supersede certain provisions as set forth in the original Declaration of Condominium for Highland Links Colony, A Condominium, dated March 22, 1985 and recorded in the Grafton County Registry of Deeds at Volume 1566, Page 793, as later superseded by a certain re-recorded Declaration of Condominium for Highland Links Colony - A Condominium, dated October 15, 1990, and recorded in the Grafton County Registry of Deeds at Volume 1883, Page 666 (hereinafter collectively referred to as the "Declaration");

WHEREAS, **Unit 19** is depicted upon certain floor plans previously recorded in said Registry as **Plan No. 10324**, has been substantially completed, and pursuant to said First Amendment, referring specifically to Paragraph No. 7 thereof, Mountain River Development Associates, L.L.C., as Declarant, intends to record the within Amendment, has recorded the aforesaid "As-Built" floor plan depicting the exact location, size and dimensions of said **Unit 19**, and further intends to amend the undivided interest with respect to all of the Units in the Condominium for purposes of declaring that from and after the date hereof, **Unit 19** shall be deemed to constitute a Unit within the Condominium for all purposes;

NOW, THEREFORE, for value received, the Declarant, Mountain River Development Associates, L.L.C., declares as follows:

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



BK2613 PG0394

Twenty-First Amendment

Page 6

1. That **Unit 19** is and shall constitute a Unit within the Condominium, reference being made and had to the Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, Fifteenth Amendment, Sixteenth Amendment, Seventeenth Amendment, Eighteenth Amendment, Nineteenth Amendment, and Twentieth Amendment thereto.

2. That from and after the date of recording of the within instrument, **Schedule A**, as revised and set forth in the Twentieth Amendment, shall be further amended as follows:

"SCHEDULE A

Allocation of Percentage of Undivided Interest

UNIT	GROUP	VALUE	PERCENTAGE
1	14	\$117,125.00	3.24%
2	16	\$125,275.00	3.46%
3	11	\$104,900.00	2.90%
4	11	\$104,900.00	2.90%
5	16	\$125,275.00	3.46%
6	12	\$108,975.00	3.01%
7	12	\$108,975.00	3.01%
8	12	\$108,975.00	3.01%
9	12	\$108,975.00	3.01%
10	10	\$100,825.00	2.79%
11	9	\$ 96,750.00	2.68%
12	3	\$103,250.00	2.86%
13	2	\$100,000.00	2.76%
14	4	\$106,500.00	2.94%
15	2	\$100,000.00	2.76%

JOHN J. MCCORMACK • ATTORNEY • AT • LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium



BK2613 PG0395

Twenty-First Amendment

Page 7

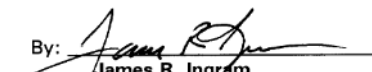
16	2	\$100,000.00	2.76%
17	2	\$100,000.00	2.76%
18	12	\$108,975.00	3.01%
19	9	\$ 96,750.00	2.68%
20	3	\$103,250.00	2.86%
21	1	\$ 96,750.00	2.68%
22	3	\$103,250.00	2.86%
23	2	\$100,000.00	2.76%
24	3	\$103,250.00	2.86%
25	2	\$100,000.00	2.76%
26	1	\$ 96,750.00	2.68%
27	2	\$100,000.00	2.76%
28	14	\$117,250.00	3.24%
29	11	\$104,900.00	2.90%
30	13	\$113,050.00	3.13%
31	14	\$117,125.00	3.24%
32	13	\$113,050.00	3.13%
33	12	\$108,975.00	3.01%
34	13	\$113,050.00	<u>3.13%</u>
TOTAL:			100.00%"

Other than the foregoing Amendment, said Declaration and By-Laws shall otherwise remain unamended and unchanged.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 17th day of December, 2001.

**MOUNTAIN RIVER
DEVELOPMENT ASSOCIATES, L.L.C.**


Witness

By: 
James R. Ingram
Its Member, Duly Authorized

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217

Declaration for Highland Colony—A Condominium




BK2613 PG0396

Twenty-First Amendment

Page 8

STATE OF NEW HAMPSHIRE)
GRAFTON) ss. December 17th, 2001.

BEFORE ME, the undersigned officer, personally appeared **James R. Ingram** who acknowledged himself to be the duly authorized Member of **MOUNTAIN RIVER DEVELOPMENT ASSOCIATES, L.L.C.**, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.


Notary Public/Justice of the Peace

My Commission Expires:

BRIAN W. RAY, Notary Public
My Commission Expires April 23, 2004

D:\C:\WPWIN60\WPDOCS\DECLAR\AMEND\HIGHLN21]

Carol A. Elliott, Register
GRAFTON COUNTY REGISTRY OF DEEDS

JOHN J. MCCORMACK • ATTORNEY - AT - LAW • ASHLAND, NEW HAMPSHIRE 03217



[Twenty-Second] Amendment [January 27, 2006]

#199

002425

2016 FEB -8 AM 10: 22

BK 3248PG0210

GRAFTON COUNTY
REGISTRY OF DEEDS

PLANNED RESULTS LLC
Law Offices Of
Gabriel Nizario
46 Highland Street
Plymouth, NH 03264

Page shown printed in recording jurisdiction

**AMENDMENTS TO DECLARATION OF CONDOMINIUM FOR HIGHLAND LINKS
COLONY, A CONDOMINIUM**

Law Office of Gabriel Nizario, 46 Highland Street, Plymouth, NH 03264

WHEREAS, HIGHLAND LINKS COLONY HOMEOWNERS ASSOCIATION, ("Highland Links"), a New Hampshire entity duly organized and having a principal place of business in Holderness, Grafton County, New Hampshire, is the managing entity of certain real estate situated in Holderness; and

Highland Links is subjected to operating in accordance with a certain Declaration of Condominium for Highland Links Colony, A Condominium, duly recorded at Book 1883, Page 666, in the Grafton County Registry of Deeds ("Declaration"), and

Highland Links is subjected to operating in accordance with certain By-Laws of Highland Links Colony, A Condominium, duly recorded at Book 1883, Page 691, in the Grafton County Registry of Deeds ("By-Laws"), and

WHEREAS, Highland Links desires to amend the Declaration and By-Laws for the purpose of effecting a more efficient and comprehensive method of property management, and

WHEREAS, Article 25-100 of the Declaration permits the amendment of said Declaration upon vote of two thirds (2/3) or more of the total voting power of all unit owners, duly notified and voting;



BK 3248PG0211

NOW, THEREFORE, Highland Links does submit the property known as "Highland Links Condominium" to the following and attached amendments to the Declaration and By-Laws by the recordation of this amendment.

Highland Links hereby certifies that a meeting of all Unit Owners was duly convened on 24 SEP 04 and that approval by 84.48% or more of the Unit Owners of record of the undivided interests of all Units previously subjected to the Declaration and Bylaws have consented to these amendments.

SIGNED this 27 day of JANUARY, 2006.

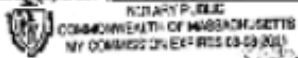
By: Thomas R Hess
Highland Links Colony Homeowners Association,
Its President, hereunto duly authorized

~~MASSACHUSETTS~~
State of ~~New Hampshire~~
County of PLYMOUTH

On this the 27 day of January, 2006, before me, the undersigned officer, personally appeared THOMAS R HESS, 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.

In witness whereof I hereunto set my hand and official seal.

Kathleen Struble
NOTARY PUBLIC/JUSTICE OF THE PEACE
State and County aforesaid
My commission expires: 14TH FEBRUARY 2008


KATHLEEN STRUBLE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 02-14-2008



In Office of Colonel Norton, 66 Highland Street, Plymouth, NH 03254



BK 3248PG0212

HIGHLAND LINKS COLONY HOMEOWNERS ASSOCIATION
HOLDERNESS, NEW HAMPSHIRE

September 26, 2005

Gabriel Nizetic, ESQ
66 Highland Street
Plymouth, New Hampshire 03264

RE: Highland Links Colony – Amendments to Declaration

Dear Mr. Nizetic,

Enclosed is a list of three amendments which were unanimously approved at the Annual Highland Links Colony Homeowners Meeting held Saturday, September 24, 2005. These amendments were sent out to all owners in accordance with the governing documents, and again received unanimous approval by 84.48% of the membership as represented at the meeting.

As previous discussed, if you would be kind enough to have these recorded, and then return to me copies of the same, it would be very much appreciated. Of course, Please let me know if you need any additional information.

Thank you.

Sincerely,

David Moriarty
Manager for Highland Links

CC: Stephen Lambert

Enclosure



BK 3248PG0213

**Proposed Declaration & By-Laws Amendments
For
Highland Links Colony, A Condominium
(As approved during the Annual Homeowners Meeting held September 25, 2004)**

(Bold print represents change)

- 1.) Delete Section 6-105 of the Declaration (as found in the fifth Amendment), and insert in place thereof the following:

“No structural additions shall be permitted to the exterior of the individual Units within the Limited Common Area without the approval of two-thirds (2/3) or more of the total voting power of all unit owners. Any such structural addition requires a fee group increase for the unit involved. Any such structural addition must be located totally within the Limited Common Area appurtenant to the Owner’s Unit. No construction is to begin prior to receiving the required approval. No internal modifications of individual units which would increase the number of presently existing bedrooms shall be permitted.” Additions constructed under this Amendment shall not expand the boundaries of the Limited Common Area. Structural alterations, which do not increase the individual unit footprint, are subject to approval by the Board of Directors.

- 2.) Delete Article 3-300 of the By-laws, and insert in place thereof the following:

Terms of Office The Directors shall be elected for staggered terms. Each term not to exceed **three (3)** years. Directors may be re-elected.

- 3.) Delete Article 4-200 of the By-laws, and insert in place thereof the following:

Financial Limitation. The Board’s power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses, capital additions, improvements or structural alterations (other than for the purpose of replacing portions of the Common Area, subject to the provisions of the Declarations) having a cost in excess of **Five Thousand Dollars (\$5,000.00)** unless such additions, improvements, or alterations have been approved by a majority of the unit owners’ total voting power.

Joel A. Dupuis REGISTER
GRAFTON COUNTY REGISTRY OF DEEDS

[Twenty-Third] Amendment [November 7, 2011]



BK3833PG0082

Doc # 0014650 Nov 7, 2011 11:18 AM
Register of Deeds, Grafton County

075

AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
HIGHLAND LINKS COLONY, A CONDOMINIUM

WHEREAS, Highland Links Colony Homeowners Association is the "Association of Owners" organized pursuant to the Declaration of Condominium for Highland Links Colony, A Condominium, dated October 15, 1990 and recorded in Grafton County Registry of Deeds at Book 1883, Page 666, as amended (hereinafter the Declaration), and the By-Laws of Highland Links Colony, A Condominium, recorded with the Declaration, as amended; and

WHEREAS, Highland Links Colony, A Condominium is located in **Holderness**, Grafton County, New Hampshire; and

WHEREAS, Article 25-100 of the Declaration permits the amendment of the Declaration upon vote of two-thirds or more of the total voting power of all unit owners, cast in accordance with the Declaration and By-Laws; and

WHEREAS, at a duly-noticed meeting of Highland Links Colony Homeowners Association held on September 10, 2011 the unit owners voted in the affirmative to amend by Declaration by adding Section 2-408, which reads:

"2-408 Notwithstanding the requirements of Section 2-407 for the Association to pay for maintenance and repair of all common areas, the Unit Owner and the Association shall each pay for one-half the cost to repair or replace perimeter doors, windows, and window frames for a Unit." and

WHEREAS, twenty-four units voted in favor of said amendment, six units opposed said amendment, and four units were not represented at said meeting; and

WHEREAS, more than two-thirds of the total voting power of all unit owners cast votes approving said amendment.

Declaration for Highland Colony—A Condominium



BK3833PG0083

Amendment to Declaration of Condominium for
Highland Links Colony, A Condominium
November 3, 2011
Page 2 of 2

NOW, THEREFORE, Highland Links Colony Homeowners Association does hereby amend the Declaration of Condominium for Highland Links Colony, A Condominium by adding a new Section 2-408 to said Declaration, as follows:

2-408 Notwithstanding the requirements of Section 2-407 for the Association to pay for maintenance and repair of all common areas, the Unit Owner and the Association shall each pay for one-half the cost to repair or replace perimeter doors, windows, and window frames for a Unit.

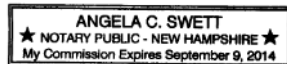
Signed on November 3, 2011.

Highland Links Colony
Homeowners Association

By: Louis E. Pare
Louis Pare, its President
duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

This instrument was acknowledged before me on November 3, 2011 by Louis Pare as President of Highland Links Colony Homeowners Association.



Angela C. Swett
Notary Public/Justice of the Peace
My commission expires:



[Twenty-Fourth] Amendment [May 17, 2022]

PAGE 1 of 6 BK: 4728 PG: 638

Return to:
Seven Rivers Law Office, PLLC
221 Old Concord Turnpike
Barrington NH 03825

E # 22006539 05/17/2022 09:02 AM
Book 4728 Page 638 Page 1 of 6
Register of Deeds, Grafton County

**TWENTY-FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
HIGHLAND COLONY CONDOMINIUM
formerly known as
HIGHLAND LINKS COLONY, A CONDOMINIUM
HOLDERNESS, NEW HAMPSHIRE**

WHEREAS, Highland Links Colony Homeowners Association is the "Association of Owners" organized pursuant to the Declaration of Condominium for Highland Links Colony, A Condominium, dated October 15, 1990, and recorded in Grafton County Registry of Deeds at Book 1883, Page 666, as amended (hereinafter the Declaration), and the By-Laws of Highland Links Colony, a Condominium, recorded with the Declaration as amended; and

WHEREAS, there has been caused to be recorded in the Grafton County Registry of Deeds, a certain First Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated July 8, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 745 (hereinafter referred to as the "First Amendment"); a certain Second Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 22, 1995 and recorded in the Grafton County Registry of Deeds at Volume 2174, Page 801 (hereinafter referred to as the "Second Amendment"); a certain Third Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated October 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2222, Page 437 (hereinafter referred to as the "Third Amendment"); a certain Fourth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated December 12, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2231, Page 258; a certain Fifth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated September 10, 1996 and recorded in the Grafton County Registry of Deeds at Volume 2246, Page 852 (hereinafter referred to as the "Fifth Amendment"); a certain Sixth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 17, 1998 and recorded in the Grafton County Registry of Deeds at Volume 2357, Page 373 (hereinafter referred to as the "Sixth Amendment"); a certain Seventh Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated March 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2380, Page 19 (hereinafter referred to as



the "Seventh Amendment"); a certain Eighth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated April 1, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2383, Page 389 (hereinafter referred to as the "Eighth Amendment"); a certain Ninth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 10, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2399, Page 12 (hereinafter referred to as the "Ninth Amendment"); a certain Tenth Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated June 25, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2402, Page 508 (hereinafter referred to as the "Tenth Amendment"); a certain Eleventh Amendment to Declaration of Condominium for Highland Links Colony - A Condominium, dated November 15, 1999 and recorded in the Grafton County Registry of Deeds at Volume 2432, Page 231 (hereinafter referred to as the "Eleventh Amendment"); a certain Twelfth Amendment thereto, dated December 22, 1999, and recorded in the Grafton County Registry of Deeds at Volume 2439, Page 31 (hereinafter referred to as the "Twelfth Amendment"); a certain Thirteenth Amendment thereto, dated February 17, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2447, Page 33 (hereinafter referred to as the "Thirteenth Amendment"); a certain Fourteenth Amendment thereto, dated March 3, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2450, Page 184 (hereinafter referred to as the "Fourteenth Amendment"); a certain Fifteenth Amendment thereto, dated May 5, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2460, Page 400 (hereinafter referred to as the "Fifteenth Amendment"); a certain Sixteenth Amendment thereto, dated October 4, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2491, Page 268 (hereinafter referred to as the "Sixteenth Amendment"); a certain Seventeenth Amendment thereto, dated November 2, 2000, and recorded in the Grafton County Registry of Deeds at Volume 2497, Page 557 (hereinafter referred to as the "Seventeenth Amendment"); a certain Eighteenth Amendment thereto, dated July 18, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2561, Page 545 (hereinafter referred to as the "Eighteenth Amendment"); a certain Nineteenth Amendment thereto, dated August 2, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2567, Page 108 (hereinafter referred to as the "Nineteenth Amendment"); a certain Twentieth Amendment thereto, dated August 10, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2570, Page 0265 (hereinafter referred to as the "Twentieth Amendment"); a certain Twenty-First Amendment thereto, dated December 17, 2001, and recorded in the Grafton County Registry of Deeds at Volume 2613, Page 0389 (hereinafter referred to as the "Twenty-First Amendment"); a certain Amendment to Declaration of Condominium for Highland Links Colony, A Condominium thereto, dated January 27, 2006, and recorded in the Grafton County Registry of Deeds at Volume 3248, Page 0210 (hereinafter referred to as the "Twenty-Second Amendment"); a certain Amendment to Declaration of Condominium for Highland Links Colony, A Condominium thereto, dated November 3, 2011, and recorded in the Grafton County Registry of Deeds at Volume 3833, Page 0082 (hereinafter referred to as the "Twenty-Third Amendment");

WHEREAS, Highland Links Colony, a Condominium is located in Holderness, Grafton County, New Hampshire; and

WHEREAS, Article 25-100 of the Declaration permits amendment upon vote of two-thirds or more of the total voting power of all unit owners, cast in accordance with the Declaration and By-Laws; and



WHEREAS, at a duly noticed meeting of the Highland Links Colony Homeowners Association held on June 22, 2019, more than two-thirds of the total voting power of all unit owners cast votes approving said amendment as set forth in the attached Certificate of Vote.

WHEREAS, at a duly noticed meeting of Highland Links Colony Homeowners Association held on Saturday September 11, 2021, more than two-thirds of the total voting power of all unit owners cast votes approving said amendment as set forth in the attached Certificate of Vote.

NOW, THEREFORE, pursuant to the Declaration and By-Laws of HIGHLAND LINKS COLONY, A CONDOMINIUM and RSA 356-B:34, the Declaration is amended as follows:

1. The name of the Association shall be changed to reflect the name "Highland Colony." This change shall be noted in all future amendments to the Declaration and By-Laws, shall be provided to the New Hampshire Secretary of State or Attorney General's Offices as required by law. This change shall affect all sections in the Declaration, By-Laws or other Condominium Instruments where the name of the Association appears.

2. Amend Article 2-300 [Description of Units] as follows: Replace all of 2-300 including subparts with the following:

- 2-300 Description of Units. The unit number and dimensions of each unit are shown on the Site Plan and Floor Plans referred to in Exhibit A and that exist in the Grafton County Registry of Deeds. The Boundaries of each unit with respect to floors, ceilings, walls, doors and windows thereof are as follows:
- 2-301 Horizontal Boundaries
 - (a) The unfinished or undecorated interior surfaces of the lower most basement floor.
 - (b) The unfinished or undecorated interior surfaces of the upper most ceiling.
- 2-302 Vertical Boundaries
 - (a) The unfinished or undecorated interior surfaces of the perimeter walls.
 - (b) The unfinished or undecorated exteriors of the windows, window frames and perimeter doors.
- 2-303 Garages. Any garage appurtenant to any unit shall be shown on site plans and floor plans and shall have the same boundary restrictions as units described above.
- 2-304 Doors and Windows. The exterior/perimeter doors and windows of each unit shall be considered part of the Unit and not Common Area.

3. Amend article 2-400 as follows: Replace the existing paragraph with the following:

2-402 The foundations, column girders, beams and supports, and roof of each building; the perimeter walls around each unit to the unfinished or undecorated interior surfaces thereof and any other walls, windows, window frames, doors, and door frames which are not within a unit; the area between the unfinished or undecorated interior surfaces of the ceiling and floor above; and any facilities for the furnishing of utility services or water removal which are located within said areas with the expressed exception of water systems that serve the Units.

4. Delete Article 2-408 added by amendment in 2011. Note that deletion of Article 2-408 will nullify Amendment 23 that states the Unit Owner and Association each pay for one-half the cost to repair or replace perimeter doors, windows and window frames for a Unit.

5. Amend Article 2-701 as follows: Replace all of 2-701 including subparts with the following:

2-701 Each Unit shall be occupied and used primarily for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner. This restriction shall not be construed to prohibit Owners from leasing their Units, so long as any lease or rental agreement shall be for at least ninety (90) days, and so long as the lessees or tenants thereof occupy and use the leased premises in accordance with the previous hereof.

6. In all other respects, the Declaration shall remain in full force and effect.

This Amendment shall become effective immediately upon its recordation together with the Certificate of Vote, at the Grafton County Registry of Deeds.

Declaration for Highland Colony—A Condominium



PAGE 5 of 6 BK: 4728 PG: 642

6th IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day of May, 2022.

HIGHLAND LINKS COLONY, A
CONDOMINIUM

By: Greg Pitman
Greg Pitman, President

By: Robert Fleck, Treasurer
Robert Fleck, Treasurer

STATE OF New Hampshire
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Gregg Pitman, as President of the Highland Links Colony Homeowners Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Links Colony Homeowners Association.

Before me,

Melissa A. Seppi
Notary Public/Justice of the Peace
My commission expires: September 13, 2022

STATE OF New Hampshire
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Robert Fleck, as Treasurer of the Highland Links Colony Homeowners Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Links Colony Homeowners Association.

Before me,

Melissa A. Seppi
Notary Public/Justice of the Peace
My commission expires: September 13, 2022





CERTIFICATE OF VOTE

The 74th Amendment set forth in paragraph 1 was approved by 74% of the total votes of all owners of the Highland Links Colony Homeowners Association in accordance with the Declaration and Bylaws of the Association.

Date: May 6, 2022

By: Robert A. Tiverson
Robert Tiverson Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF Grafton

May 6, 2022

This instrument was acknowledged before me on May 6, 2022 by Robert Tiverson as Secretary of the Highland Links Colony Homeowners Association, and acknowledged the foregoing instrument to be his/her free act and deed on behalf of Highland Links Colony Homeowners Association.

Before me,

Melissa A. Seppi
Notary Public/Justice of the Peace

My commission expires: September 13, 2022





Second Amendment to By-Laws [May 17, 2022]

PAGE 1 of 3 BK: 4728 PG: 644

Return to:
Seven Rivers Law Office, PLLC
221 Old Concord Turnpike
Barrington NH 03825

E # 22006540 05/17/2022 09:02 AM
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Register of Deeds, Grafton County

**SECOND AMENDMENT TO
BY-LAWS OF CONDOMINIUM
FOR
HIGHLAND COLONY CONDOMINIUM
Formerly known as
HIGHLAND LINKS COLONY, A CONDOMINIUM
HOLDERNESS, NEW HAMPSHIRE**

WHEREAS, Highland Colony Condominium Association is the "Association of Owners" organized pursuant to the Declaration of Condominium for Highland Colony Condominium, formerly known as Highland Links Colony, A Condominium, dated October 15, 1990 and recorded in Grafton County Registry of Deeds at Book 1883, Page 666, as amended (hereinafter the Declaration), and the By-Laws of Highland Links Colony, a Condominium, recorded with the Declaration as amended; and

WHEREAS, Highland Colony Condominium is located in Holderness, Grafton County, New Hampshire; and

WHEREAS, Article 10-100 to the By-Laws permits amendment to the By-Laws pursuant to Article 25-100 of the Declaration, which in turn permits amendment upon vote of two-thirds or more of the total voting power of all unit owners, cast in accordance with the Declaration and By-Laws; and

WHEREAS, at a duly noticed meeting of the Highland Colony Condominium Association held on September 17, 2016, more than two-thirds of the total voting power of all unit owners cast votes approving said amendment was approved as set forth in the attached Certificate of Vote.

NOW, THEREFORE, pursuant to the By-Laws and Declaration of HIGHLAND COLONY CONDOMINIUM and RSA 356-B:34, the By-Laws is amended as follows:

1. Amend Article 9-201 as follows: Replace all of 9-201 with the following:

9-201 Mail: Notice of the unit owners' annual meeting or regularly scheduled meetings shall be sent at least 21 days in advance, and for any other meeting notices shall be sent at least 7 days in advance; notices shall be sent to each unit owner indicating the



time, place and purpose of such meeting. Such notice shall be sent by United States standard mail to all unit owners of record at the address of the respective units and/or to such other addressees as any of them may have designated.

2. In all other respects, the Bylaws shall remain in full force and effect.

This Amendment shall become effective immediately upon its recordation together with the Certificate of Vote, at the Grafton County Registry of Deeds.

6th IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day of May, 2022.

HIGHLAND COLONY CONDOMINIUM ASSOCIATION

By: Greg Pitman
Gregg Pitman, President

By: Robert Fleck, Treasurer
Robert Fleck, Treasurer

STATE OF New Hampshire
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Greg Pitman, as President of the Highland Colony Condominium Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Colony Condominium Association.

Before me,

Melissa Dyer
Notary Public/Justice of the Peace
My commission expires: September 13, 2022

STATE OF New Hampshire
COUNTY OF Grafton

This instrument was acknowledged before me on May 6, 2022 by Robert Fleck, as Treasurer of the Highland Colony Condominium Association and acknowledged the foregoing instrument to be his free act and deed on behalf of Highland Colony Condominium Association.

Before me,

Melissa Dyer
Notary Public/Justice of the Peace
My commission expires: September 13, 2022





CERTIFICATE OF VOTE

The Amendment was approved by seventy-four percent (74%) of the total votes of all owners of the Highland Links Colony Homeowners Association in accordance with the Declaration and Bylaws of the Association.

Date: May 6, 2022

By: Robert A. Tiverson
Robert Tiverson Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF Grafton

May 6, 2022

This instrument was acknowledged before me on May 6, 2022 by Robert Tiverson as Secretary of the Highland Links Colony Homeowners Association, and acknowledged the foregoing instrument to be his/her free act and deed on behalf of Highland Links Colony Homeowners Association.

Before me,



Melissa Seppi
Notary Public/Justice of the Peace
My commission expires: September 13, 2022

Declaration for Highland Colony—A Condominium



Plan # 5747, Grafton County Registry of Deeds

