



4065-0310

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REGISTER OF DEEDS, GRAFTON COUNTY

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134D

**FIRST AMENDMENT TO
THE BY-LAWS OF**

MOUNTAIN RIVER EAST CONDOMINIUM

THORNTON, NEW HAMPSHIRE

This first amendment to the By-Laws of Mountain River East Condominium is made and executed this 10th day of June, 2014, by the President and Treasurer of the Board of Directors with the certification of the vote of its members by the Secretary of the Mountain River East Condominium Association, in accordance with RSA 356-B:34.

WITNESSETH

WHEREAS, the Declarant, Mountain River East, declared certain real estate located in Thornton, New Hampshire as a condominium being known as Mountain River East Condominium pursuant to the Declaration and Bylaws thereof, recorded in the Grafton County Registry of Deeds at Book 1642, Page 476 and recorded December 23, 1986;

WHEREAS, the Association desires to amend the By-Laws to address administrative issues and issues of non-payment of assessments;

WHEREAS, pursuant to a vote of the membership of more than two-thirds (2/3) of the total votes of all members of the Association, the membership voted in favor of amending the By-Laws as set forth in the attached Certificate of Vote;

NOW, THEREFORE, pursuant to the By-Laws of Mountain River East Condominium and RSA 356-B:34, the By-Laws are hereby amended as follows:

1. Article II [Board of Directors], paragraph 1 [Composition] is stricken and replaced as follows:

1. Composition. The powers and duties of the Association shall vest in a Board of five (5) Directors, all of whom shall be members of the Association, spouses of members, or, in the event of a corporate member, a director or office of the member.

2. Article III [Officers] shall be amended by striking paragraph 3 [Vice-President/Treasurer] and replacing it with paragraphs 3 and 4, and renumbering paragraphs 4 and 5 as 5 and 6 as follows:

3. Vice-President. The Vice-President shall assist the President in the discharge of his duties and shall preside at all meetings in the absence of the President and shall perform such other duties as directed by the Board of Directors. He shall be a member of the Board of Directors.

4. Treasurer. The Treasurer shall have charge of all funds of the Association and perform such other duties as directed by the Board of Directors. He shall keep and maintain books and records relating to the financial affairs of the Association and shall submit to the Board of Directors a proposed budget for the operation of the Association during the forthcoming year in time for the Board of Directors to review same prior to the annual meeting. He shall, upon appropriate notice, make his books and records available for inspection by any member of the Association. The Board of Directors may delegate such of the Treasurer's powers and duties to the manager or managing agent as it deems advisable. The Treasurer shall be a member of the Board of Directors.

Current paragraphs 4 [Secretary] shall become paragraph 5, and current paragraph 5 [Posting of Names of Officers] shall become paragraph 6.

3. Article IV [Meetings] is stricken and replaced with the following:

1. Annual Meeting. Commencing in 2014, subject to the provisions of the Declaration, the Condominium Act and these By-Laws, the annual meeting of the Association shall take place on the Saturday of Memorial Day Weekend in each year at 9:00 a.m. on the Common Area, or at such other time and place (which shall not be more than thirty (30) days before or after said date) as the Board of Directors shall direct. In addition to the election of a member or members of the Board of Directors and any other business to be transacted at the annual meeting, The Board of Directors shall present a statement of Common Expenses and assessments for the preceding fiscal year, itemizing receipts and disbursements, and a proposed budget of the estimated Common Expenses and assessments for the then current fiscal year. Within thirty (30) days after the annual meeting, the President shall cause a copy of the minutes thereof to be mailed to each member.

4. Article VI [Meetings] is amended as follows:

“United States mail, return receipt requested” in the first sentence, second line is replaced with “United States first class mail”.

5. Article V [Expenses], paragraph 1 is stricken and replaced with the following:

1. Accounting Period. The fiscal year of the Association shall be the twelve (12) month period ending March 31.

6. Article V [Expenses], paragraph 3 is amended as follows:

Any reference to “November 1” shall be replaced with “March 31” and any reference to “October 1” shall be replaced with “April 1”.

7. Article V [Expenses], paragraph 5 is amended by adding the following after the existing paragraph:

Failure to pay assessments as due is a violation of these By-Laws and the Declaration and may be enforced in accordance with Article VI below.

Any lien for nonpayment may be enforced by sale by the Board of Directors, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of power of sale or foreclosure of mortgages. In any such sale or foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys’ fees. Upon the foreclosure of the said lien against any Unit Owner, the Unit Owner shall immediately vacate the unit and if he fails to do so he shall be liable for a reasonable rental while he remains in possession thereof. The Board of Directors, on behalf of the Association, shall have the power to purchase the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit thereafter.

Upon thirty (30) days’ prior written notice to the Unit Owner and Unit Owner’s first mortgagee of nonpayment of common assessments, the Board of Directors may terminate the common privileges to the Unit and cease supplying the Unit with any and all services normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all assessments.


8. Article VI [Compliance and Default] add subparagraph (vi) to the end of paragraph (f):

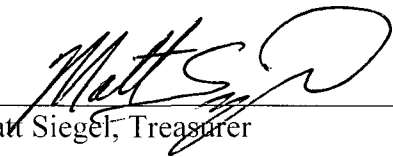
(vi) To fine the Owner committing the violation during the continuance of such violation in accordance with a fine schedule to be published to the Association.

This Amendment shall become effective immediately upon its recordation together with the incorporated Certificate of Vote, at the Grafton County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 2ND day of JUNE, 2014.

MOUNTAIN RIVER EAST
CONDOMINIUM ASSOCIATION

By: 
Timothy Duggan, President

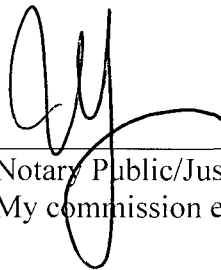
By: 
Matt Siegel, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

6/2, 2014

Personally appeared the above-named Timothy Duggan, President of the Mountain River East Condominium Association, and acknowledged the foregoing instrument to be his free act and deed on behalf of Mountain River East Condominium Association.

Before me,


Notary Public/Justice of the Peace
My commission expires: _____
**MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
JULY 24, 2018**


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STATE OF Massachusetts
COUNTY OF Middlesex

June 5, 2014

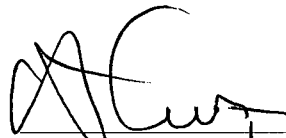
Personally appeared the above-named Matt Siegel, Treasurer of the Mountain River East Condominium Association, and acknowledged the foregoing instrument to be his free act and deed on behalf of Mountain River East Condominium Association.

Before me,



KRISTINE M. MCAVOY
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 September 18, 2020
 Notary Public/Justice of the Peace
 My commission expires: _____

I hereby certify that the First Amendment to the By-Laws of Mountain River East Condominium was approved by two-thirds (2/3) of the total votes of all owners in accordance with the By-Laws of the Association. I further certify that the amendment to Article V [Expenses] above was approved by seventy-five percent (75%) of the total votes of all owners in accordance with the By-Laws of the Association

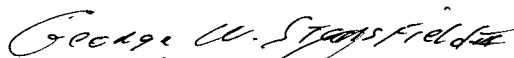
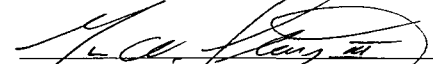
By: 
 Alan Crowe, Secretary

STATE OF New Hampshire
COUNTY OF GRAFTON

6/10, 2014

Personally appeared the above-named Alan Crowe, Secretary of the Mountain River East Condominium Association, and acknowledged the foregoing instrument to be his free act and deed on behalf of the Mountain River East Condominium Association.

Before me,


 IP# 27700
 Notary Public/Justice of the Peace
 My commission expires: 1-14-2018