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REGISTER OF DEEDS, GRAFTON COUNTY

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1340

**SEVENTEENTH AMENDMENT TO
THE DECLARATION OF**

MOUNTAIN RIVER EAST CONDOMINIUM

THORNTON, NEW HAMPSHIRE

This seventeenth amendment to the Declaration 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 as amended by the First Amendment to the Declaration of Mountain River East Condominium recorded in the Grafton County Registry of Deeds at Book 1706, Page 0956 on November 6, 1987, and by the Second Amendment to the Declaration of Mountain River East Condominium recorded in the Grafton County Registry of Deeds at Book 1717, Page 0416 on December 29, 1987 and by the Third Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 1727, Page 0491 on March 9, 1988 and by the Fourth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 1826, Page 0758 on October 5, 1989 as amended by the Amendment of the Fourth Amendment to Declaration of Mountain River East Condominium and recorded in the Grafton County Registry of Deeds at Book 1872, Page 0663 on August 7, 1990 as amended by the Second Amendment to the Fourth Amendment to Declaration of Mountain River East Condominium and recorded in the Grafton County Registry of Deeds at Book 1939, Page 0097 on November 22, 1991 and by the Fifth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 1826, Page 0761 on October 5, 1989 and by the Sixth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 1826, Page 0763 on October 5, 1989 and by the Corrective/Seventh Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2181, Page 0194

on February 9, 1996 and by the Eighth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2172, Page 0705 on December 8, 1995 and by the Ninth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2252, Page 0646 on May 27, 1997 and by the Tenth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2323, Page 0546 on June 25, 1998 and by the Eleventh Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2572, Page 0306 on August 20, 2001 and by the Twelfth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 2632, Page 0432 on February 8, 2002 and by the Twelfth [sic] Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 3207, Page 0843 on October 20, 2005 as amended by the Affidavit of Scrivener's Error recorded at the Grafton County Registry of Deeds at Book 3327, Page 0931 on September 19, 2006 as amended by an Affidavit of Scrivener's Error recorded at the Grafton County Registry of Deeds at book 3484, Page 456 on January 22, 2008 and by the Fourteenth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 3510, Page 0148 on April 22, 2008 and by the Fifteenth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 3560, Page 0209 on October 23, 2008 and by the Sixteenth Amendment to Declaration of Mountain River East Condominium recorded at the Grafton County Registry of Deeds at Book 3614, Page 0395 on June 1, 2009;

WHEREAS, the Association desires to amend the Declaration 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 Declaration as set forth in the attached Certificate of Vote;

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

1. Article 4 [Unit Owner's Obligation to Repair] is stricken and replaced as follows:

Each Unit Owner shall, at his own expense, keep his Unit and its equipment and appurtenances in good order, condition, and repair. In addition to keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for providing reasonably sufficient heat to avoid the freezing of such pipes as may be located appurtenant to his Unit, and each Unit Owner shall further be responsible for the maintenance, repair or replacement of any bathroom and kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, range hoods and fans, vacuum cleaners, carpeting, drapes, ventilating fans, fireplaces and flues, and other property which is not Common

Area and which is located in his Unit. Further, each Unit Owner will be responsible for the maintenance, repair and replacement of all windows, skylights, doors (including required storm door) and balcony decking or flooring. The Association may require a Unit Owner to replace any door, window, or skylight that is not functioning, leaking, or otherwise harming the structure of the Condominium. Such replacement shall be done in accordance with the published specifications for the Association.

Each Unit Owner shall immediately notify the Board of Directors or its agents of any damage to or malfunction of any facilities for the furnishing of utility services of waste removal which is Common Area within his Unit. Each Owner shall also, at his own expense, keep the Limited Common Area appurtenant to his Unit in a clean and sanitary condition, and shall make all repairs of damage thereto caused or permitted by him, reasonable wear and tear excepted. In the event a Unit Owner fails to make such repairs after thirty (30) days written notice of the need for same is given to him by the Board of Directors, the Board of Directors may enter and make such repairs, the expense of which shall be borne by said Unit Owner. No Unit Owner shall permit any repair or other work in his Unit or the Limited Common Area appurtenant to his Unit, by anyone unless such person or entity has furnished written evidence that it has obtained reasonable adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Board of Directors, and unless such repair or other work is performed in compliance with all governmental laws, ordinances, rules and regulations.

2. Article 6 [Maintenance and Repair of Common Areas] is stricken and replaced with the following:

Maintenance and repair of Common Areas and Limited Common Areas shall be accomplished by and at the expense of the Association, except in instances where expenses are assessed by the Association against a Unit Owner or Unit Owners to repair, without limitation, windows, skylights, exterior doors (including required storm doors), balcony flooring/decking and any other portion of the Common Area or Limited Common Area damaged or destroyed through the willful or negligent act of omission of said Unit Owner or their servants, agents or invitees, and except as may be otherwise provided in this Declaration.

3. Article 11 [Assessments] is amended by adding the following paragraphs at the end of the Article as follows:

In accordance with RSA 356-B:46-a, if an Owner fails to pay the billed assessments (special or common) for at least sixty (60) days of the date it was due, the Board of Directors may, as a separate and additional remedy, subject to the existing rights of a holder of a first mortgage of record as provided in this section, collect from any tenant renting the delinquent Unit Owner's unit any rent then or thereafter due to the owner of such unit. Any rental payments collected by the Board shall be applied against the amount owed to it by the unit owner. This right is distinct and separate from all rights set forth herein and does not preclude the right to place a lien on the unit.

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.


4. Strike subparagraph (v) of Article 22 [Consent of Unit Mortgagees].

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

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

MOUNTAIN RIVER EAST
CONDOMINIUM ASSOCIATION

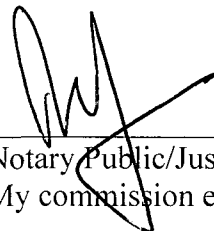
By: 
Timothy Duggan, President

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.

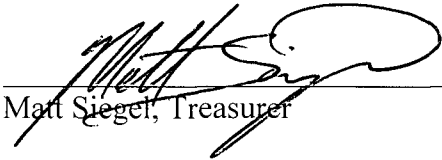
Before me,


Notary Public/Justice of the Peace
My commission expires: _____

**MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
JULY 24, 2018**

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MOUNTAIN RIVER EAST
CONDOMINIUM ASSOCIATION


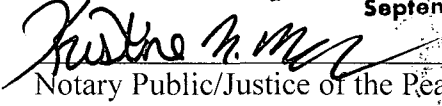
By: 
Matt Siegel, Treasurer

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: _____

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I hereby certify that the Seventeenth Amendment to the Declaration of Mountain River East Condominium was approved by two-thirds (2/3) of the total votes of all owners in accordance with the Declaration of the Association.


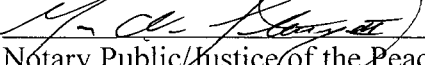
By: 
Alan Crowe, Secretary

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,


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