

Return to:
Mountain River East Condominium Association
PO Box 1020
Campton, NH 03223

**TWENTY-SIXTH AMENDMENT TO
THE DECLARATION OF
MOUNTAIN RIVER EAST CONDOMINIUM**

THORNTON, NEW HAMPSHIRE

This twenty-sixth amendment to the Declaration is made and executed this _____th day of _____, 2025, 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 Associates, declared certain real estate located in Thornton, Grafton County, New Hampshire as a condominium known as Mountain River East Condominium pursuant to the Declaration and Bylaws thereof recorded in the Grafton County Registry of Deeds on December 23, 1986 at Book 1642, Page 476 the "Declaration"), as amended by the First Amendment to the Declaration recorded In the Grafton County Registry of Deeds at Book 1706, Page 0956 on November 6, 1987,
Second Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1717, Page 0416 on December 29, 1987,
Third Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1727, Page 0491 on March 9, 1988,
Fourth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1826, Page 0758 on October 5, 1989,
Amendment of the Fourth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1872, Page 0663 on August 7, 1990,
Second Amendment to the Fourth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1939, Page 0097 on November 22, 1991,
Fifth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 1826, Page 0761 on October 5, 1989,
Sixth Amendment to the Declaration recorded at in the Grafton County Registry of Deeds at Book

1826, Page 0763 on October 5, 1989
Corrective/Seventh Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2181, Page 0194 on February 9, 1996,
Eighth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2172, Page 0705 on December 8, 1995,
Ninth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2252, Page 0646 on May 27, 1997,
Tenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2323, Page 0546 on June 25, 1998,
Eleventh Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2572, Page 0306 on August 20, 2001,
Twelfth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 2632, Page 0432 on February 8, 2002,
Thirteenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 3207, Page 0843 on October 20, 2005,
Fourteenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 3510, Page 0148 on April 22, 2008,
Fifteenth Amendment to the Declaration recorded In the Grafton County Registry of Deeds at Book 3560, Page 0209 on October 23,
Sixteenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 3614, Page 0395 on June 1, 2009,
Seventeenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4065, Page 303 on June 26, 2014,
Eighteenth Amendment to the Declaration recorded in the Grafton County Registry of ' Deeds at Book 4081, Page 950 on August 30, 2014,
Nineteenth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4085, Page 268 on September 29,2014,
Twentieth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4205, Page 201 on May 16, 2016,
Twenty-First Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4221, Page 868 on July 25, 2016,
Twenty-Second Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4232, Page 195 on September 6, 2016,
Twenty-Third Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4328, Page 175 on November 30, 2017,
Twenty-Fourth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4514, Page 642 on April 27, 2020,
Twenty-Fifth Amendment to the Declaration recorded in the Grafton County Registry of Deeds at Book 4598, Page 443 on January 29, 2021,
And as otherwise amended, and together with certain site and floor plans recorded pursuant thereto; and

WHEREAS, the Association desires to amend the Declaration to reassign responsibility for repairs in the Limited Common Area;

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, and doors (including required storm door). 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 as follows:

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) 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.

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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IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of _____, 2025

MOUNTAIN RIVER EAST
CONDOMINIUM ASSOCIATION

By: _____
(name), President

STATE OF _____

COUNTY OF _____, 2025

Personally appeared the above-named (name), 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: _____

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MOUNTAIN RIVER EAST
CONDOMINIUM ASSOCIATION

By: _____

(name), Treasurer

STATE OF _____

COUNTY OF _____, 2025

Personally appeared the above-named (name), 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,

Notary Public / Justice of the Peace

My commission expires: _____

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I hereby certify that the Twenty-Sixth 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: _____

(name), Secretary

STATE OF _____

COUNTY OF _____, 2025

Personally appeared the above-named (name), Secretary 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: _____

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