

BK2583 P1772

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MCREEL CONDOMINIUMS

NOW COME the owners of two-thirds (2/3) of the interest in the
Condominiums and execute this Amendment for the purpose of ^{amending} Paragraph H.1.a. of
the Declaration of Condominium Ownership of McReel Condominiums dated June 3,
1985, recorded in the Rockingham County Registry of Deeds at Book 2547, Page
1773-1791 as follows:

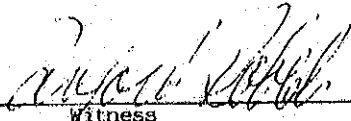
Should any unit owner engage in substantial renovation of a
unit (substantial renovation being defined as any renovation
requiring expenditures in excess of Ten Thousand
(\$10,000.00) Dollars), the Association, through its Board of
Directors, may permit, or require said unit owner to obtain
and pay for insurance in customary all-risk form to cover
the cost of the improvements to the unit during
construction. In the event of any casualty resulting in loss
prior to completion of all proposed renovations, said policy
shall cover the completed or partially completed
improvements and be payable prior to and in lieu of payments
under the master casualty policy for the Association.

Prior to commencement of such renovations, a Unit Owner
shall notify the Board of Directors in writing and the Board
shall make a determination as to whether to require the
additional insurance provided for in the preceding paragraph
within ten (10) days of receipt of such notice. The Unit
Owner shall provide a certificate of insurance to the Board
if this additional insurance is requested. Upon completion
of renovations said additional policy shall be cancelled and
the Board of Directors shall increase the Master Policy to
cover the value of the improvements.


The Declaration will also be amended by adding to Paragraph E.3.a.b.c.d.e.
Convertible Space, after the word "Declarant" in each subparagraph, the words,
"or Declarant's Transferee".

IN WITNESS WHEREOF, this Amendment has been executed on this 24th day of
January, 1986.

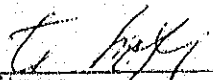
MCREEL ENTERPRISES, LTD. OWNER OF
UNITS 4,7,8,9,10,11,12



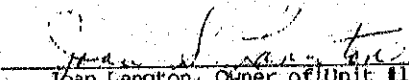
Witness

By: 

Dennis Stone, President



Witness



Joan Langton, Owner of Unit #1

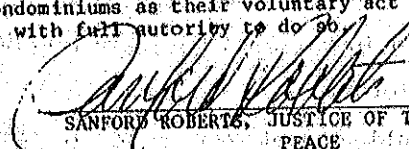
JAN 24 4 01 PM '86
Rockingham County
Registry of Deeds

BK2583 P1773

STATE OF NEW HAMPSHIRE
ROCKINGHAM:es

January 24, 1966

Personally appeared the above named Joan S Langton and
Dennis R. Stone, known to me and acknowledged that they executed this Amendment
to the Condominium Declaration of the McKeel Condominiums as their voluntary act
and deed for the purposes contained therein and with full authority to do so


SANFORD ROBERTS, JUSTICE OF THE
PEACE

[Faint, mostly illegible text, likely the body of the amendment or deed.]

BK2583 P1774

CORRECTIVE DECLARATION OF CONDOMINIUM OWNERSHIP
OF MCREEL CONDOMINIUMS

NOW COME the Declarant, McReel Enterprises, Ltd. and the owners of two-thirds (2/3) of the units in the McReel Condominium and execute this Corrective Declaration for the purpose of correcting Paragraph F of the Declaration of Condominium Ownership of McReel Condominiums dated June 3, 1985, recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773-1791.

This Corrective Declaration is recorded for the purpose of conforming the square footage of each unit as listed in Paragraph F to the floor plan for said condominium and adjusting the percentage allocation accordingly.

In all other respects, the aforementioned Declaration shall remain valid and in full force and effect.

Paragraph F of the original Declaration shall be deleted and the following paragraph shall be inserted therein.

F. ALLOCATION OF OWNERSHIP INTERESTS IN COMMON AREA.

13,010 square feet = 100%

<u>Unit #</u>	<u>Square Footage +/-</u>	<u>% Interest</u>
1	959	7.37
2	634	4.87
3	671	5.16
4	1016	7.81
5	995	7.65
6	577	4.43
7	666*	5.12
8	663*	5.10
9	399	3.07
10	1178	9.05
11	1188	9.13
12	4064	31.24
	<u>13,010</u>	<u>100.00</u>

* Units presently combined. At time of separation, the division wall to be 6" wide around center column.

JAN 24 4 02 PM '86
Rockingham County
Registry of Deeds

RK2583 P1775

IN WITNESS WHEREOF, the parties have executed this Corrective Declaration on the dates set forth next to their signatures.

[Signature]
Witness

MCREEE ENTERPRISES, LTD., DECLARANT

By: [Signature] 1/24/86
Dennis R. Stone, President Date

[Signature]
Witness

MCREEE ENTERPRISES, LTD., OWNER OF UNITS 4,7,8,9,10,11,12

By: [Signature] 1/24/86
Dennis R. Stone, President Date

[Signature]
Witness

[Signature]
Joan Langton, Owner of Unit #1

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss

JANUARY 24, 1986

Personally appeared the above named Joan S. Langton and Dennis R. Stone, know to me and acknowledged that they executed this Corrective Declaration as their voluntary act and deed for the purposes contained herein and with full authority to do so.

[Signature]
SANFORD ROBERTS, JUSTICE OF THE PEACE

BK2654 P1330

McREEL CONDOMINIUMS

AMENDMENT TO DECLARATION AND BY-LAWS RE: CONVERTIBLE SPACE

NOW COMES Gary N. Fincke of RFD #1, Prescott Lane, Hampton Falls, County of Rockingham, State of New Hampshire, successor in interest to the Declarant of the McReel Condominiums, located on the northerly side of Water Street, in the Town of Exeter, County of Rockingham, State of New Hampshire and declares, in so far as Unit #12 of said condominium is concerned:

1. In accordance with RSA:386-B:24 and paragraph E:3 of the Declaration of Condominium Ownership of McReel Condominium dated June 3, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773 et seq, said Unit #12 of said condominium is hereby converted into units numbered #12-18 inclusive.

2. Paragraph E 3 B of the original Declaration shall be amended by changing the paragraph to read as follows: Units #12-#18 formerly "the convertible space" shall be restricted to residential and office use. Office uses shall be restricted to those uses which produce no sound, odor, vibration, or other indication of commercial use beyond the boundaries of the respective unit in which the use is contained. Signage shall be restricted to one directory sign in the elevator lobby and one sign on the door of the unit which shall not exceed 4 inches in height and 1 foot in width. There shall be no indication of commercial use in the windows of said unit, said indications to include signs and business paraphernalia. Units used for commercial purposes may not be combined by the creation of an internal door.

3. Paragraph F of the original declaration, as amended, shall be further amended by changing the designation which now reads:

"Unit #12 - 4064 square feet, 31.24%"

TO READ:

"Unit #12-18 - 4064 square feet, 31.24%"

And by adding thereto the following paragraph and table:

"The former Unit #12 is divided into seven residential condominium units, each unit having two floors, separately metered utilities except for water and sewer service which is metered to the entire condominium, and which have an exclusive means of access being a stairwell and elevator as shown on the amended plan for said condominium to be filed herewith as Plan D 15944 sheets 1-3.

Unit numbers, square footage, and percentage of assessments to be levied against said Units 12-18 inclusive by the Association are as follows:

87595
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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK2654 P1331

<u>RESIDENTIAL CONDO UNIT NUMBER</u>	<u>RES. CONDO SQ. FOOTAGE</u>	<u>% OWNERSHIP OF ENTIRE CONDO</u>	<u>% OWNERSHIP OF 2 RES. CONDOS</u>
UNIT #12	1294.4	4.80%	18.38%
UNIT #13	1019.9	3.76%	12.09%
UNIT #14	1022.3	3.78%	12.12%
UNIT #15	1360.2	8.08%	16.13%
UNIT #16	1375.0	8.10%	16.30%
UNIT #17	1266.0	4.69%	15.01%
UNIT #18	1095.8	4.06%	13.00%
		31.24%	100.00%

Units 12-18 inclusive shall be solely responsible for the maintenance and repair of the second floor hallway, the stairway, the elevator, and the lighting and power for the same, which areas are shown on the revised plans being recorded herewith as limited common area for the purpose of Units 12-18. The cost of maintaining said limited common areas and facilities shall be borne in the same proportion of the percentage of ownership which is based on the square footage in each unit. (Note that the square footage now ascribed to Units 12-18 inclusive is significantly greater than that in the original condominium declaration because the declarant has inserted a floor level in making a two-story space out of what had been a one-story space. The elevations of said floor levels are shown on the amended plans.)

December 31, 1986

[Signature]
Witness

Respectfully submitted,

[Signature]
Gary N. Fincke, Successor
Declarant for Unit 12,
McReel Condominiums

State of New Hampshire
County of

Personally appeared before me this *31* day of *December*, 1986. Known to me, or satisfactorily proven, to the person whose name subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

[Signature]
Justice of the Peace/Notary Public

82729 P1421

MCREEL CONDOMINIUMS

AMENDMENT TO DECLARATION AND BY-LAWS

NOW COME those unit owners, hereinafter set forth, to which at least two-thirds (2/3) of the votes in the Unit Owners' Association appertain, being empowered pursuant to Article J, Paragraph 7 of the Declaration of Condominium of McReel Condominium, dated June 3, 1985, and recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773, as subsequently amended, said Condominium being located on Water Street, Exeter, New Hampshire, and amend said Declaration as follows:

1. In that the original Unit #12, has been converted into new commercial/residential units #12 - #18, as provided in Article E, Section 3, and in that the elevator and stairway referred to in said section have been completed, Article F as it appears in both the aforesaid original Declaration of Condominium and the Corrective Declaration thereto dated January 29, 1986, and recorded in said Registry at Book 2583, Page 1774 as well as that Amendment to Declaration and By-Laws dated December 31, 1986, and recorded in said Registry at Book 2654, Page 1330, to the extent said latter Amendment has any validity, shall be amended as follows:

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 09209

ROCKINGHAM COUNTY
 REGISTRY OF DEEDS

812729 P1422

P. ALLOCATION OF OWNERSHIP INTERESTS IN COMMON AREA.

<u>UNIT #:</u>	<u>SQUARE FOOTAGE +/-:</u>	<u>% INTEREST:</u>
1	959.0	5.52
2	634.0	3.65
3	671.0	3.86
4	1016.0	5.85
5	995.0	5.73
6	577.0	3.32
7	666.0	3.83
8	663.0	3.81
9	399.0	2.30
10	1178.0	6.78
11	1188.0	6.84
12	1294.4	7.45
13	1019.9	5.87
14	1022.3	5.88
15	1360.2	7.82
16	1375.0	7.91
17	1266.0	7.28
18	<u>1095.5</u>	<u>6.30</u>
<u>TOTALS:</u>	<u>17379.3</u>	<u>100.00</u>

012729 P1423

2. Article G, Section 2, Paragraph b of the Declaration shall be amended to read as follows:

"Units #12 - #18 (formerly convertible space) shall be restricted to residential or office space. Office uses shall be restricted to those which produce no sound, odor, vibration, or other indication of commercial use beyond the boundaries of the respective unit in which the use is contained. Signage shall be restricted to one directory sign in the elevator lobby and one sign on the door of the unit, which sign shall not exceed four inches in height and one foot in length. There shall be no indication of commercial use in the windows of any of said units, said indications to include, but not limited to, signs and business paraphernalia. Units used for commercial purposes may not be combined by the creation of an internal door or passageway."

3. Those By-Laws dated _____, 1985, and recorded in said Registry at Book 2547, Page 1792, shall be amended as follows:

A. The first sentence of Article V, Section 1, Paragraph a, shall be amended to read as follows"

"Each unit shall be entitled to vote the percentage of ownership interest in the Common Areas appertaining to that unit as set forth in Paragraph F of the Declaration at any duly called meeting or for any action taken without a

W2729 P1424

meeting in accordance with the Declaration or these By-Laws."

B. The second sentence of Article VIII, Section 2, shall be deleted and the following substituted therefor:

"Assessments shall be based upon the Unit Owners' respective interests in the Common Areas, providing that any expenses relating to those Limited Common Areas reserved for the exclusive use of or solely benefiting Units #12- #18, shall be specially assessed to said Units #12 - #18 in the following percentages:

<u>UNIT #:</u>	<u>% SHARE:</u>
12	15.35
13	12.09
14	12.12
15	16.13
16	16.30
17	15.01
18	13.00

Said special assessment shall be in addition to the other assessments against said Units #12 - #18, and said units shall be solely responsible for the maintenance and repair of the second floor hallway, the stairway, the elevator, and the lighting and power for the same which areas are shown on the amended plan for said condominium, recorded as Plan #D-15944, Sheets #1 - 3.

In all other respects, the aforesaid Declaration and By-Laws shall remain valid and in full force and effect.

02729 P1426

Witness	Unit Owner	Unit #	%Interest
<u>Julia Seaman</u> Witness	<u>Thomas S. Cookley</u> Unit Owner	#12	7.45
<u>Julia Seaman</u> Witness	<u>Thomas S. Cookley</u> Unit Owner	#13	5.87
<u>Julia Seaman</u> Witness	<u>Veronica C. Lee</u> Unit Owner	#14	5.88
<u>Julia Seaman</u> Witness	<u>Stan Fitch</u> Unit Owner	#15	7.82
<u>Julia Seaman</u> Witness	<u>Stan Fitch</u> Unit Owner	#16	7.91
<u>Julia Seaman</u> Witness	<u>Stan Fitch</u> Unit Owner	#17	7.28
<u>Julia Seaman</u> Witness	<u>Stan Fitch</u> Unit Owner	#18	6.30

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

March 11th, 1988)

Personally appeared the above named Unit Owners and acknowledged that they executed this Amendment to Declaration and By-Laws as their voluntary act and deed for the purposes contained herein and with full authority to do so.

Julia A. Seaman
Justice of the Peace/Notary Public
Exp. 5-1-90

Rerecorded due to additional signatures,

BK2747 P2982

~~BK2740 P1421~~

MCREEL CONDOMINIUMS

AMENDMENT TO DECLARATION AND BY-LAWS

NOW COME those unit owners, hereinafter set forth, to which at least two-thirds (2/3) of the votes in the Unit Owners' Association appertain, being empowered pursuant to Article J, Paragraph 7 of the Declaration of Condominium of McReel Condominium, dated June 3, 1985, and recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773, as subsequently amended, said Condominium being located on Water Street, Exeter, New Hampshire, and amend said Declaration as follows:

1. In that the original Unit #12, has been converted into new commercial/residential units #12 - #18, as provided in Article E, Section 3, and in that the elevator and stairway referred to in said section have been completed, Article F as it appears in both the aforesaid original Declaration of Condominium and the Corrective Declaration thereto dated January 29, 1986, and recorded in said Registry at Book 2583, Page 1774 as well as that Amendment to Declaration and By-Laws dated December 31, 1986, and recorded in said Registry at Book 2654, Page 1330, to the extent said latter Amendment has any validity, shall be amended as follows:

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MAR 2 3 53 PM '88

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

JAN 30 3 00 PM '88

Re-recording

BK2747 P2983

~~BK2747 P1422~~

F. ALLOCATION OF OWNERSHIP INTERESTS IN COMMON AREA.

<u>UNIT #:</u>	<u>SQUARE FOOTAGE +/-:</u>	<u>% INTEREST:</u>
1	959.0	5.52
2	634.0	3.65
3	671.0	3.86
4	1016.0	5.85
5	995.0	5.73
6	577.0	3.32
7	666.0	3.83
8	663.0	3.81
9	399.0	2.30
10	1178.0	6.78
11	1188.0	6.84
12	1294.4	7.45
13	1019.9	5.87
14	1022.3	5.88
15	1360.2	7.82
16	1375.0	7.91
17	1266.0	7.28
18	<u>1095.5</u>	<u>6.30</u>
<u>TOTALS:</u>	<u>17379.3</u>	<u>100.00</u>

BK2747 P2984

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2. Article G, Section 2, Paragraph b of the Declaration shall be amended to read as follows:

"Units #12 - #18 (formerly convertible space) shall be restricted to residential or office space. Office uses shall be restricted to those which produce no sound, odor, vibration, or other indication of commercial use beyond the boundaries of the respective unit in which the use is contained. Signage shall be restricted to one directory sign in the elevator lobby and one sign on the door of the unit, which sign shall not exceed four inches in height and one foot in length. There shall be no indication of commercial use in the windows of any of said units, said indications to include, but not limited to, signs and business paraphernalia. Units used for commercial purposes may not be combined by the creation of an internal door or passageway."

3. Those By-Laws dated June 4, 1985, and recorded in said Registry at Book 2547, Page 1792, shall be amended as follows:

A. The first sentence of Article V, Section 1, Paragraph a, shall be amended to read as follows"

"Each unit shall be entitled to vote the percentage of ownership interest in the Common Areas appertaining to that unit as set forth in Paragraph F of the Declaration at any duly called meeting or for any action taken without a

BK2747 P2985
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meeting in accordance with the Declaration or these By-Laws."

B. The second sentence of Article VIII, Section 2, shall be deleted and the following substituted therefor:

"Assessments shall be based upon the Unit Owners' respective interests in the Common Areas, providing that any expenses relating to those Limited Common Areas reserved for the exclusive use of or solely benefiting Units #12- #18, shall be specially assessed to said Units #12 - #18 in the following percentages:

<u>UNIT #:</u>	<u>% SHARE:</u>
12	15.35
13	12.09
14	12.12
15	16.13
16	16.30
17	15.01
18	13.00

Said special assessment shall be in addition to the other assessments against said Units #12 - #18, and said units shall be solely responsible for the maintenance and repair of the second floor hallway, the stairway, the elevator, and the lighting and power for the same which areas are shown on the amended plan for said condominium, recorded as Plan #D-15944, Sheets #1 - 3.

In all other respects, the aforesaid Declaration and By-Laws shall remain valid and in full force and effect.

BK2747 P2986

~~#0729 P1425~~

IN WITNESS WHEREOF, the parties have executed this
 Amendment to Declaration and By-Laws on this the first
 day of March, 1988.

		UNIT #	% INTEREST
<u>Elaine Brandette</u> Witness	<u>Joan S. Yeaton</u> Unit Owner (Joan S. Yeaton)	#1	5.52
<u>Julia Schuyt</u> Witness	<u>Ronald Kaplan</u> Unit Owner (Ronald Kaplan)	#2	3.65
<u>Julia Schuyt</u> Witness	<u>Raymond E. Cyr</u> Unit Owner (Raymond E. Cyr)	#3	3.86
<u>Julia Schuyt</u> Witness	<u>Graham Bunce</u> Unit Owner (Graham Bunce)	#4	5.85
Witness	Unit Owner	#5	5.73
<u>Julia Schuyt</u> Witness	<u>Allen Gilbert</u> Unit Owner (Allen Gilbert)	#6	3.32
<u>Julia Schuyt</u> Witness	<u>Leon Yeaton</u> Unit Owner (Leon Yeaton)	#7	3.83
<u>Julia Schuyt</u> Witness	<u>Leon Yeaton</u> Unit Owner (Leon Yeaton)	#8	3.81
<u>Julia Schuyt</u> Witness	<u>David F. A. Wood</u> Unit Owner (David F. A. Wood)	#9	2.30
<u>Julia Schuyt</u> Witness	<u>Leon Yeaton</u> Unit Owner (Leon Yeaton)	#10	6.78
<u>Julia Schuyt</u> Witness	<u>Gerald J. Pearce</u> Unit Owner (Gerald J. Pearce)	#11	6.84

BK2747 P2987

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Witness	Unit Owner	Unit #	%Interest
<u>Julia Seaman</u>	<u>Thomas S. Coakley</u>	#12	7.45
Witness	Unit Owner (Thomas S. Coakley)	#13	5.87
<u>Julia Seaman</u>	<u>Veronica C. Lee</u>	#14	5.88
Witness	Unit Owner (Veronica C. Lee)	#15	7.82
<u>Julia Seaman</u>	<u>Mitchell Mannin</u>	#16	7.91
Witness	Unit Owner (Mitchell Mannin)	#17	7.28
<u>Julia Seaman</u>	<u>Gary Fincke</u>	#18	6.30
Witness	Unit Owner (Gary Fincke)		

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

March 11th, 1988.

Personally appeared the above named Unit Owners and acknowledged that they executed this Amendment to Declaration and By-Laws as their voluntary act and deed for the purposes contained herein and with full authority to do so.

Julia A. Seaman
Justice of the Peace/Notary Public
Expire 5-7-90

**FOURTH AMENDMENT TO DECLARATION
McREEL CONDOMONIUMS**

NOW COME the Unit Owners, hereinafter set forth, to which at least two, thirds (2/3) of the votes in the Unit Owners' Association appertain, being empowered pursuant to Article J, Paragraph 7 of the Declaration of Condominium of McReel Condominiums dated June 3, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773, as amended by Amendment to Declaration and By-Laws dated March 1, 1988 recorded at the Rockingham County Registry of Deeds at Book 2729, Page 1421 (re-recorded at Book 2747, Page 2982), Amendment to Declaration of Condominium Ownership dated January 24, 1986 recorded at the Rockingham County Registry of Deeds at Book 2583, Page 1772 as corrected by the Corrective Declaration of Condominium Ownership recorded at Book 2583, Page 1774, and Amendment to Declaration and By-Laws Re: Convertible Land dated December 31, 1986 recorded at the Rockingham County Registry of Deeds at Book 2654, Page 1330 (the "Declaration"); and hereby amend the Declaration, and say as follows:

2006 FEB 22 AM 9:10

- 1. Amend **ARTICLE G, PURPOSES AND RESTRICTIONS**, by adding the following new Section 3:
 - 3. Maintenance and Repairs.

No 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 they have obtained reasonably adequate liability and workmen's compensation insurance in forms of amounts which are satisfactory to the Board, and unless such repair and other work is performed in compliance with governmental laws, ordinances, rules, and regulations.

- 2. Amend **ARTICLE H, Section 2(VI), INSURANCE**, by deleting the words, "One Thousand (\$1,000.00) Dollars" and inserting the words, "Ten Thousand (\$10,000.00) Dollars".
- 3. Amend **ARTICLE H, INSURANCE**, by deleting 1.a. and replacing it with the following:
 - a. A master insurance policy on all the Common Area and Limited Common Area in the structures and/or improvements and any land area constituting a part of the Condominium. The master policy shall insure all utility construction within any walls between units and which constitute Common Area or Limited Common area. In no event shall the Association be responsible for insuring any improvements, fixtures or personal possession within the Unit boundaries, including, but not limited to, wall and floor coverings, cabinetry, sinks, dishwashers, or internal fixtures. In no event shall the Association be responsible for insuring any trade fixtures or equipment, placed in the Unit either by Declarant or a Unit Owner. The property insurance to be purchased by the Association pursuant to this section shall be in the amount of the full replacement cost of the building, structures, and improvements to be insured, and shall insure against loss or damage by all risks of physical damage subject to the usual limitations and exclusions contained in the standard insurance forms. The Association, in its discretion, may elect to pay claims from Association fees, if the claim is below or within twenty-five percent (25%) of the Master Casualty Policy deductible.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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2/21/06

- 4. Amend ARTICLE H, Section 3, Unit Owner's Insurance, by deleting it in its entirety and replacing it with the following language:

3. Unit Owner's Insurance. The Unit Owners shall carry insurance on the contents of their Unit covering the replacement value for the items not covered by the Association's master policy including, but not limited, any improvements, fixtures or personal possession within the Unit boundaries. This insurance shall include, but not be limited to, wall and floor coverings, cabinetry, sinks, dishwashers, or internal fixtures and shall cover the replacement value of such wall and floor coverings, cabinetry, sinks, dishwashers, or internal fixtures, and any improvements, fixtures or personal possession within the Unit boundaries to be insured, and shall insure against loss or damage by all risks of physical damage subject to the usual limitations and exclusions contained in the standard insurance forms. Each Unit Owner shall provide the Association with proof of insurance on an annual basis and the Association will keep this information on file.

- 5. Amend ARTICLE J, OTHER MATTERS, Section 2.a., Easements, by deleting the fourth sentence in that paragraph (14th line) which currently read, "Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or Limited Common Areas or as a result of emergency repairs within another Unit by the Association or by any Owner shall be a common expense; provided, however, that if such damage is not covered by insurance and is the result of negligence of an Owner or of his or its guest, invitees, tenants or an occupant of a Unit, then such Owner shall be financially responsible for all of such damage", and replacing it with the following sentence:

Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or Limited Common Areas or as a result of emergency repairs within another Unit by the Association or by any Owner shall be a common expense; provided, however, that if such damage is the result of the act, neglect, or fault of an Owner or of his guest, invitees, tenants or an occupant of a Unit, then such Owner shall be financially responsible for all of such damage, including any Master Casualty deductible.

- 6. All other terms and conditions of the Declaration shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

*Marie E. Duffy, President
McReel Condominium Assoc.
2/21/06*

Marie E. Duffy, President
McReel Condominium Association

Harry E. McClard
2/21/2006
HARRY E. McCLARD, Justice of the Peace
My Commission Expires August 22, 2008

034390

**AMENDMENT TO DECLARATION AND BY-LAWS
McREEL CONDOMINIUMS
Exeter, NH**

NOW COME the McReel Owners Association (hereinafter referred to as the "Association") and hereby amends the Declaration of Condominium Ownership of McReel Condominiums dated June 3, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1773 (the "Declaration") and the By-Laws of McReel Condominiums recorded in the Rockingham County Registry of Deeds at Book 2547, Page 1792 (the "By-Laws"), as both have been amended by Amendment to Declaration and By-Laws dated March 1, 1988 recorded at the Rockingham County Registry of Deeds at Book 2729, Page 1421 (re-recorded at Book 2747, Page 2982), Amendment to Declaration of Condominium Ownership dated January 24, 1986 recorded at the Rockingham County Registry of Deeds at Book 2583, Page 1772 as corrected by the Corrective Declaration of Condominium Ownership recorded at Book 2583, Page 1774, Amendment to Declaration and By-Laws Re: Convertible Land dated December 31, 1986 recorded at the Rockingham County Registry of Deeds at Book 2654, Page 1330, and Fourth Amendment to Declaration recorded at the Rockingham County Registry of Deeds at Book 4620, Page 1642.

WHEREAS, the Association has the authority to amend the Declaration and By-Laws under Article J, Paragraph 7 of the Declaration and wishes to do so in accordance with the provisions of Article J, Paragraph 7 of the Declaration.

WHEREAS, the Association voted to approve the amendments set forth below during the Annual Meeting held on May 12, 2011, in accordance with the provisions of Article J, Paragraph 7 of the Declaration; minutes of the Association meeting are available for inspection in accordance with the practices of the Association and with the requirements of the Declaration and Bylaws.

NOW THEREFORE, the Association hereby declares as follows:

AMENDMENTS TO DECLARATION

1. Article J. OTHER MATTERS, Section 8. Notice of the Declaration, as amended, is deleted in its entirety and replaced with the following:

All notices required or permitted hereunder, and under the By-Laws and the Act, to the Association and its agents, shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, to the Association or its agents at the address of the condominium property or to such other address as the Association may designate from time to

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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time by notice in writing to Unit Owners. Notices shall be sent by registered or certified mail, return receipt requested, to: McReel Owners Association, c/o Donahue, Tucker & Clandella, PLLC, 225 Water Street, Exeter, New Hampshire 03833.

Notices to any Unit Owner shall be sent by registered mail or certified mail to such Unit Owner's address as may be designated from time to time to the Association, including notice by email upon the written request of the Unit Owner, with delivery deemed to have been made if the email is not returned. All mail notices shall be presumed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. mail. Any notice required or permitted to be given to any occupant shall effectively be given if hand-delivered to such occupant or placed in his mail box or placed under the door of such occupant's Unit.

2. Article G. PURPOSES AND RESTRICTIONS, Section 2. Use and Restrictions, a. of the declaration, as amended, shall be deleted in its entirety and replaced with the following:

a. Each first floor Unit (Nos. 1 through 11) shall be occupied and used only for commercial (retail, exclusive of food service establishments, and office) purposes by the owner, his/her/its employees, agents, lessees or licensees of the owner.

AMENDMENTS TO BY-LAWS

1. Revise and amend ARTICLE IX - Sale, Lease, Subdivision & Adjustment of Boundaries of Units, Section 2. Lease of Units of the By-Laws, as amended, by adding a new sub-section b. as follows, and then renumbering:

b. In the event an-Owner(s) wishes to lease his unit to a lessee who will be conducting a use that is different from the use engaged in by the Owner(s) or a prior lessee, such use must be approved by the Board of Directors, which approval shall not be unreasonably withheld after consideration of the use of the other condominium units and the effect the new use may have in that regard.

In all other respects, the Declaration and By-Laws shall remain in full force and effect, except as amended by previous Amendments.

EXECUTED as of this 12th day of August, 2011.

Richard S. Hays
Witness

MCREEL OWNERS ASSOCIATION
By: Marie Duffy
Marie Duffy, President
Duly Authorized

The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your agent for more information.

This policy is subject to the terms, conditions, coverages, exclusions, and limitations set forth in the policy contract. The policy contract is the only document that governs the terms of this policy. Please read the policy contract carefully before you decide whether to purchase this policy.

The policy contract is available for review at the time of purchase. If you have any questions, please contact your agent.

This policy is not intended to provide any financial benefit to anyone other than the named insured. It is not intended to provide any financial benefit to anyone other than the named insured.

Policy Information

The policy is issued to the named insured. The policy is not intended to provide any financial benefit to anyone other than the named insured.

The policy is subject to the terms, conditions, coverages, exclusions, and limitations set forth in the policy contract. The policy contract is the only document that governs the terms of this policy.

This policy is not intended to provide any financial benefit to anyone other than the named insured. It is not intended to provide any financial benefit to anyone other than the named insured.

The policy is issued to the named insured. The policy is not intended to provide any financial benefit to anyone other than the named insured.

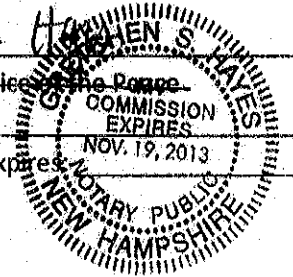
The policy is subject to the terms, conditions, coverages, exclusions, and limitations set forth in the policy contract. The policy contract is the only document that governs the terms of this policy.

BK 5236 P6 2365

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 12 day of August, 2011, before me personally appeared Marie Duffy, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she is the President of the McReel Owners Association and that she executed the same as her free act and deed for the purposes therein contained.

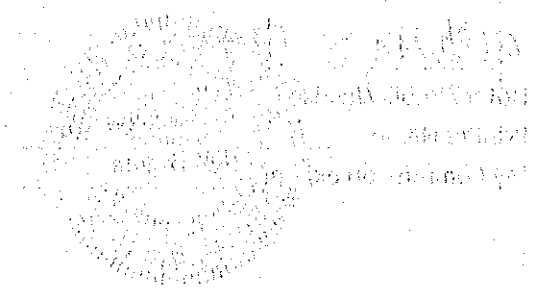
gregory S. Hayes
Notary Public/Justice of the Peace
Printed Name: _____
My Commission expires NOV. 19, 2013



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