

AMENDMENTS TO DECLARATIONS, BYLAWS AND RULES AND REGULATIONS,
ROWELL ESTATES, A CONDOMINIUM

At Board of Directors, PO Box 446, Kingston, NH 03848

In effect upon recording

Amendments to the By-Laws, Declarations, and Rules and Regulations of the Rowell Estates Condominium Association are made this day of July 1, 2025, by the duly authorized Board of Directors of the Rowell Estates Condominium Association who hereby certify that unit owners entitled to more than sixty-seven (67%) percent of the total votes in the Rowell Estates Condominium Association have voted to approve this amendment, having complied with the notice provisions found in Article 11.5 of the Declaration.

WHEREAS, the Rowell Estates Condominium as established by a Declaration dated May 7th, 2003, and recorded with the Rockingham County Registry of Deeds at Book 4031, Page 0536, as amended, and with By-Laws recorded with said Registry at Book 4031, Page 0567, as amended; and,

WHEREAS, Article 11.5 of the Declaration and Article IX, Section 1 of the By-Laws as amended at Book 5318 Page 2722, and in accordance with RSA 356-B provide that these documents, may be amended by an affirmative vote of at least 67% of the Unit Owners.

NOW THEREFORE, pursuant to the power and authority set forth under the Declaration and Bylaws, and pursuant to the authority set forth under RSA 356-B, the By-Laws, Declarations, and Rules and Regulations of the Rowell Estates Condominium Association, are amended as follows:

1. The Bylaws at Book 4031 Page 0571 were amended at Book 5318, page 2721 on 5/24/2012 and are now being amended again at Article VI Section F with the following;

F. Procedure in the Event of Damage or Destruction In the event of damage or destruction of a portion of the Condominium by fire or other casualty, the Board of Directors shall be responsible for repair or replacement of damage to common areas of the condominium. The proceeds of the master casualty policy shall, pursuant to Section 43 III of the Condominium Act, only be used after the Unit Owner has paid any policy deductibles, to repair, replace or restore the structures and common area damaged unless the Unit Owners vote to terminate the condominium. The Board of Directors is the agent for each Owner and any other interests in the Condominium, to adjust all claims arising under such policy(ies) or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims.

2. The Bylaws at Book 4031 Page 0572 and 0573 Article VII Section 2. is replaced in its entirety with the following:

Section 2. Procedure for Reconstruction and Repair Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. The Unit Owner must pay any policy deductibles before the proceeds of insurance are used. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in the proportion to their respective votes in the Unit Owners' Association. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications hereunder.

3. The Declarations Book 4031 Page 0549 Section 5.1 Owner's Obligation to Repair is amended and replaced in its entirety with the following;

Section 5.1 Owner's Obligation to Repair In addition to redecorating and keeping the interior of the Unit in good repair, every Owner shall be responsible for the maintenance, repair or replacement of any bathroom and kitchen fixtures, washer and dryers and hose attachments, plumbing fixtures, water heaters, heating equipment, lighting fixtures, garage doors and opener equipment and other property which are not Common Area and which are located in their Unit. Every Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire, or other utility installations, which is Common Area within his Unit. The Unit Owner must notify a member of the Board of any cracks in the wall or floor through which water leakage into the unit basement occurs. The Board is responsible for any wall crack repair. However, repair of floor cracks will not be the responsibility of the Board. If the unit Owner wants to prevent water leakage through floor cracks, the Owner is responsible to seal the cracks or to install a sump and sump pump system to maintain the ground water level below the floor. All costs associated with sealing floor cracks and this sump pump system is the responsibility of the Unit Owner. The Board will be responsible to pay for any painting of water stains in the ceilings due to water leakage through the roof. This painting is limited to the water stain only. painting of the whole ceiling surface is the responsibility of the Unit Owner. No Owner shall permit any repair or other work in their 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, and unless such repair or other works performed in compliance with all governmental laws, ordinances, rules and regulations.

4. The Declarations Book 4031 Page 0546 Section 3.21 Decks is amended and replaced in its entirety with the following:

Repair and maintenance of the decks is the responsibility of the Association. The Association will replace rotten boards and trim with wood and paint the wood. The Association approved replacing the deck railings with a Fiberon Rail System or equivalent starting in 2020. As part of this replacement, Owners can replace all the deck flooring boards and the stair treads with a composite material at the Owners expense. The number of decks getting new railing systems will be based on the available budget with a priority given to Owners who volunteer to pay to upgrade to composite material. Replacement of trim boards with composite materials is the responsibility of the Association. The only items that owners are allowed to install on the deck attached to their unit is privacy screening. No other alterations are permitted. Any privacy screening installed by the Owner is the responsibility of the Owner. Screening materials must be approved by the Association.

5. Rules and Regulations No. 25 is replaced in its entirety with the following:

Deck Maintenance and Repair: By vote of the Association, the Association is replacing deck railings with Fiberon Rail Systems. As the work to replace the rails is done, the Owners have the option to pay for the replacement of all the deck flooring boards and stair treads with composite material.

6. The Declarations Book 4031 Page 0545 Section 3.12 subparagraph. D, Windows and doors is amended and replaced in its entirety with the following:

D. Windows and doors: As to the entrance doors and garage door, the unfinished exterior surface thereof, and as to window frames, the exterior surface of the glass and the unfinished exterior surface of the window frames.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries. The finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, inter alia and as appropriate, all paint lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of a Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of the Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting the Owner's Unit with the Limited Common Area reserved for the Unit, the garage doors, and the sinks, bathtubs, and other plumbing facilities, oven and other appliances, located in the Owner's Unit and serving solely the Owner's Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits, or other public utility lines ventilation or other ducts, bearing walls, bearing columns, or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include and decks or patios serving the Units, which decks or patios shall be Limited Common Area.

7. The Declarations Book 4031 Page 05443 Section 3.6, Residential Uses is amended and replaced in its entirety with:

3.6 Residential Uses

Each Unit shall be used only for single-family residential purposes. *All 40 dwelling Units are restricted to one bedroom with a maximum occupancy of 2 people.* The rental of a unit is not allowed. Each unit is to be used as a single-family residential unit by the owner of the unit.

8. Rules and Regulations No. 8 is modified by inserting the following paragraph after the first paragraph:

The installation of a TV or Internet Dish on the roof or siding of the building is not allowed. They can only be installed in the Limited Common Area of the unit. The dishes can also only be installed such that they are not visible from the front of the unit.

END OF AMENDMENTS

If any part of these amendments shall be determined to be invalid or unenforceable, the amendments shall be interpreted and construed to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such part shall not affect in any manner, the validity, enforceability or effect of the remainder of these amendments.

As of the date first written above, the undersigned, being the duly authorized Board of Directors of the Rowell Estates Condominium Association, hereby state that Unit Owners entitled to more than sixty-seven percent (67%) of the total votes in the Rowell Estates Condominium Association have voted to approve these amendments.

Signature Stephen B. Fournier

Print Stephen P. Fournier

Signature Jean Allen

Print Jean Allen

Signature Stephen J. Santos

Print Stephen J. Santos

Signature Jane

Print Jane L. SANABE

Signature Ernie M. Provancher

Print Ernie M. PROVANCHER

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this 1 day of July, 2025, before me, the undersigned notary public, personally appeared Stephen P. Fournier, Stephen J. Safos, James L. Savarese, Jean E. Allen, Elaine Provencher and proved me to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily as a duly authorized member of the Board of Directors of the Rowell Estates Condominium Association.

X Caitlin M. Milhomme

Notary Signature and Seal

