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**AMENDMENT TO DECLARATION AND BYLAWS OF**  
**ROWELL ESTATES, A CONDOMINIUM**  
**KINGSTON, NEW HAMPSHIRE**

The owners of units in Rowell Estates, a Condominium pursuant to the Declaration recorded on May 16, 2003 in Book 4031 at Page 536 and amendments thereto in the Rockingham Country Registry of Deeds, at a meeting held on MAY 16 2012 voted by the requisite 75% of the voting interest in the Association to amend the Declaration and Bylaws as follows:

**A. AMENDMENTS TO DECLARATION**

1. Paragraph 7.7 of the Declaration dealing with insurance is deleted as this is covered in the Bylaws.
2. Paragraph 10, Determination of Action Following Casualty Damage is deleted and replaced with paragraph F in Article VI of the amendment to the Bylaws below.
3. Paragraph 11.5 is amended to require a 67 % vote of the ownership interest in the Association to amend the Declaration. In addition, the provision requiring amendments to be approved by the Kingston Planning Board is deleted.

**B. AMENDMENTS TO BYLAWS**

1. Article VI on page 5 (Book 4031, Page 571 is deleted and replaced with the following:

Article VI: Insurance

A. The Unit owners' Association, or Board of Directors, or managing agent on behalf of the Association, shall obtain and pay for as a common expense:

- 1) A master casualty policy for fire with extended coverage with vandalism and malicious mischief endorsements, in an amount equal to the full replacement value of the structures within the condominium and all such structures that form or in part comprise portions of the Common Areas. Said insurance shall be an "all in" policy including without limitation all portions of the interior of the buildings that comprise the condominium as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, including but not limited to such things as:

- heating and air conditioning or HVAC systems and other service machinery,
- electrical and plumbing systems,
- cable and other networks and wiring,
- telephone wires, insulation, trim,
- fireplaces and other heating devices,
- shades, blinds window treatment and coverings,

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- doors, windows, skylights
  - walls and finished wall surfaces,
  - ceilings and floors, including all finished ceiling and floor surfaces, and any wall to wall floor coverings including tile, hardwood, or vinyl
  - bathroom and kitchen cabinets and plumbing fixtures, mirrors, appliances and heating and electrical fixtures that were included in units as part of the original installations.
  - The Master policy shall also cover improvements made by individual unit owners that do not exceed a total value of \$1,000.00 provided written notice of any such improvement is given to the Board. Additions and alterations by an owner over \$1,000.00 are the responsibility of the unit owner to insure i.e. the master policy will insure original unit installations plus improvements valued at \$1,000.00 or less and the unit owner shall insure any improvements valued at more than \$1000.00 under their own personal unit owner's policy.
- 2) A master liability policy, in an amount not less than \$1,000,000.00, covering the Unit Owners' Association, the Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the condominium, and all Unit owners or other persons entitled to occupy any Unit or any portion of the condominium. This insurance, however, shall not insure against the individual liability of an owner for negligence occurring within his own unit or within the Limited Common Area over which he has exclusive use; and
- 3) Such other policies as the Board of Directors shall deem necessary, including, without limitation, workman's compensation insurance, liability insurance on motor vehicles owned by the Association, fidelity insurance for the Board members, Board and officers' liability coverage for acts of Board members or officers in their official capacities and specialized policies covering land or improvements in which the Unit owners' Association has any ownership interest.
- B. When any policy of insurance has been obtained by or on behalf of the Association, written notice of same, and material changes to coverage provisions or termination provisions, shall be furnished to each Unit owner by the officer required to send notices of meetings to the owners.
- C. General Insurance Provisions: The Board shall deal with the insurer or the insurance agent in connection with the adjusting of all claims covered by insurance policies obtained by the Association and shall review with the insurer or insurance agent, at least annually, the coverage under said policies. At least every three years, this review shall include a valuation of improvements within the Condominium and shall make any necessary changes in the policy in order to meet the coverage requirements of this section. The Board shall make every effort to see that all policies of physical damage insurance:
- 1) Shall contain waivers of subrogation by the insurer as to claims against the Association, its employees, members of the Board, owners, and members of the family of any owner who reside with said owner, except in cases of intentional acts;



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- 2) Shall contain an agreed amount endorsement suspending co-insurance provisions and shall contain a waiver of defense of invalidity on account of the conduct of any of the owners over which the Association has no control.
- 3) Shall provide that such policies may not be canceled or substantially modified without at least twenty (20) days' written notice to all of the insureds and all mortgagees of condominium units. *10 Day - Not Day. NH Law*
- 4) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by owners or their mortgagees; and
- 5) Shall exclude policies obtained by individual owners from consideration under any "no other insurance" clause.

D. Each Unit owner(s) shall obtain fire and extended coverage for their Unit covering the portions of the Unit of the owner(s) not covered by the master policy to its full insurable value, and any other insurance for liability or personal property as the Unit owner deems appropriate. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Association, and each owner hereby assigns to the Association the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual owners) shall be filed with the Association upon request of the Board of Directors.

E. In the event of a casualty which causes damage to a Unit covered by the insurance obtained by an owner, the owner shall apply all insurance proceeds toward the prompt repair or restoration of the Unit. Repairs and/or restoration shall commence within 60 days of the casualty.

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, be used 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 hereby irrevocably appointed as 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. Article IX on page 7 (Book 4031, Page 573) which is erroneously numbered will be renumbered as Article VIII.

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3. Article IX, Section 1 as amended by Amendment recorded on June 8, 2010 in Book 5116, Page 2449 is deleted and replaced by the following:

Section 1. Procedure. Except as otherwise provided in the Condominium Act (RSA 356-B), these Bylaws may be modified or amended either:

- (i) by an affirmative vote of at least sixty-seven percent (67%) of the Unit Owners cast in person or by a proxy at a meeting duly held in accordance with the provisions of these Bylaws provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or,
- (ii) after notice of a proposed amendment is sent to all owners in the manner for notices of an annual meeting, the amendment is approved by written ballots duly executed and acknowledged before a notary or justice of the peace by Unit Owners holding at least sixty-seven (67%) of the votes in the Unit Owners Association. However, in the event that at the next meeting of the full Association, a majority of owners present vote to reconsider an amendment approved in the manner provided for in this paragraph, the Board shall schedule a Special Meeting as provided in these Bylaws for such reconsideration.

4. Article IX, Section 2 which states that Article VI may not be amended is deleted. Said provision is contrary to the statutory provisions permitting amendment of Bylaws.

In witness whereof the President and Treasurer of the Association have signed this Amendment as provided for in RSA 356-B:34.

Larry J. Heath 5/16/2012  
President Date  
Charles K. Grace 5/16/2012  
Treasurer Date

I, DAVID BABINE Secretary of the Rowell Estates, A Condominium Association certify that the foregoing amendment was duly adopted as set forth above and that LARRY HEATH is the President of the Association and CHARLES K. GRACE is the Treasurer of the Association.

David Babine 5/16/2012  
Secretary Date