

MPU04

84 Branch Turnpike #150

Concord NH 03301

Docket Number: 201400019435  
Recorded in Merrimack County, NH  
Kathi L. Guay, CPO, Register  
BK: 3461 PG: 1416, 11/14/2014 1:57 PM  
RECORDING \$26.00  
SURCHARGE \$2.00

MERRIMACK COUNTY RECORDS

*Kathi L. Guay* CPO, Register

26.49  
2-  
COPY  
5.00

**CLARIFYING  
AMENDMENT OF BY-LAWS  
FOR**

**McKENNA'S PURCHASE CONDOMINIUM ASSOCIATION**

THIS CLARIFYING AMENDMENT OF BY-LAWS is made as of this 15th day of September, 2014, by **McKENNA'S PURCHASE CONDOMINIUM ASSOCIATION**, a New Hampshire non-profit association of unit owners established by law and authorized to do business in the State of New Hampshire (hereinafter sometimes called the "Association");

**W I T N E S S E T H:**

**WHEREAS**, the Declaration of Condominium for McKenna's Purchase is dated October 22, 1987, and is recorded in the Merrimack County Registry of Deeds in Book 1684, Page 12; and

**WHEREAS**, Section 3, subsection (d), describes the unit boundaries as the unfinished interior surfaces of perimeter walls, floors, ceiling and door frames. 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 the 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



**WHEREAS**, the Association, in 2009, adopted Amended By-Laws (Merrimack County Registry of Deeds Book 3177, Page 1661). Article VI of the By-Laws states that pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; and

**WHEREAS**, Article VI further states that the fire insurance shall insure all the buildings in the Condominium, including, without limitation, such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance; and

**WHEREAS**, due to what appears to be a scrivener's error the By-Laws also make reference to such fire insurance covering interior walls, all finished wall surfaces, ceiling and floor surfaces; and

**WHEREAS**, as a result of such discrepancy, there is a conflict between the provisions of the 1987 Declaration describing the boundaries of each unit incorporating the universally accepted "bare walls" definition of a unit, and the provisions in the 2009 Amended By-Laws referring to fire insurance coverage for all finished wall surfaces, ceiling and floor surfaces; and

**WHEREAS**, The Condominium Act (RSA 356-B:13) provides for a priority amongst condominium instruments and states that, "In the event of any conflict between the condominium documents, the Declaration shall control" over the By-Laws; and

**WHEREAS**, as a result, the master casualty policy of the Association should not include any portion of the finished interior of a condominium unit as defined by Section 3, subsection (d) of the Declaration of Condominium; and

**WHEREAS**, it is the responsibility of the Association to adopt a Clarifying Amendment of the By-Laws in order to make sure that master insurance coverage correctly covers the common property normally deemed to constitute part of the building and customarily covered by such insurance, and not the finished interior of units;

**NOW, THEREFORE**, the By-Laws are hereby amended in order to conform with Section 3, subsection (d) of the Declaration of Condominium as follows:

1, Article VI, Section 1-(a), is hereby deleted in its entirety, and the following is established in its place:



(a) Fire insurance with a standard extended coverage endorsement, vandalism and malicious mischief endorsements, insuring all the buildings in the Condominium, including, without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery serving more than one unit. Such coverage shall not extend to the finished interior of units.

(b) The Board of Directors shall have the authority to decide whether any insurance deductible shall be paid out of current Association funds, or whether a special assessment should be uniformly issued to all unit owners.

(c) The Board of Directors shall have the authority to assess the entire deductible to one or more unit owners if the loss can be reasonably attributed to their negligence.

2. Article VI, subsection 3, is hereby deleted in its entirety, and the following is substituted in its place:

3. INDIVIDUAL POLICIES. Any Owner shall and any mortgagee may obtain, at his own expense, additional insurance (including a "condominium unit owner's endorsement") covering all of the finished interior surfaces of the unit, such as walls, floors and ceilings, together with all fixtures and subsequent improvements and betterments to the unit made or acquired at the expense of the owner. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (b) of this Article VI. It is recommended that each owner obtain a "tenant's homeowners policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, vandalism or malicious mischief, theft, personal liability, and the like.

3. Subsection (a) of Article VI, Section 3, is hereby re-adopted.

4. Delete Subsection (b) of Article VI, Section 3, in its entirety and substitute the following in its place:

(b) Each Owner shall obtain insurance for his own benefit and at his own expense, insuring all personal property presently or hereafter located in his unit or Limited Common Area, any floor coverings, appliances, or other personal property.

5. Delete Subsection (c) of Section 3, Article VI, in its entirety.

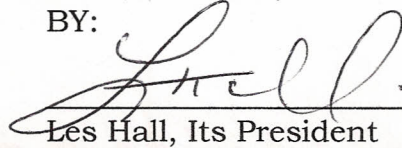


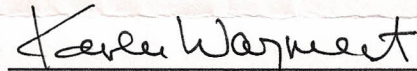
6. Amend subsection (d) of Section 3, Article, VI, by designating it as subsection (c) of Section 3, Article VI.

IN WITNESS WHEREOF, the McKenna's Purchase Condominium Association, by its President and Treasurer, duly authorized, have executed this Clarifying Amendment to the By-Laws on the day and year first above written.

**McKENNA'S PURCHASE CONDOMINIUM ASSOCIATION,**

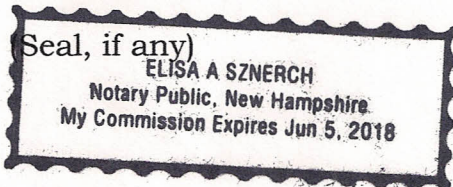
BY:

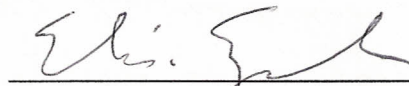
  
Les Hall, Its President

  
Karen Wayment, Its Treasurer

**THE STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK**

This instrument was acknowledged before me this 12<sup>th</sup> day of <sup>November</sup> ~~October~~, 2014, by **LES HALL**, the President of McKenna's Purchase Condominium Association.

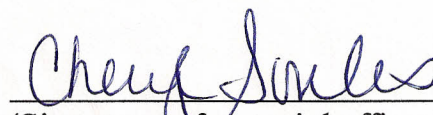


  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
My Commission Expires: 6/05/2018

**THE STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK**

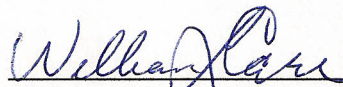
This instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2014, by **KAREN WAYMENT**, the Treasurer of McKenna's Purchase Condominium Association.



  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
My Commission Expires: 10/26/2017

**CERTIFICATION**

The undersigned Secretary of McKenna's Purchase Condominium Association, hereby certifies that a majority of the members of the Association have voted to establish this Clarifying Amendment of the By-Laws in order to comply with the provisions of the Declaration of Condominium for McKenna's Purchase Condominium.

  
\_\_\_\_\_  
William Carr, Its Secretary