

**FIRST AMENDMENT OF THE
SECOND AMENDED AND RESTATED DECLARATION**

of

Jonathan's Landing Condominium

NOW COME the unit owners of Jonathan's Landing Condominium, a condominium located in Moultonboro, New Hampshire (**Condominium**), and hereby amend the Second Amended and Restated Declaration and Bylaws of Jonathan's Landing Condominium dated September 18, 1999, and recorded in the Carroll County Registry of Deeds at Book 1834, Page 376 (collectively referred to as the **Declaration** including the attached Second Amended and Restated Bylaws (hereinafter referred to as **Bylaws**)). Pursuant to the approval of the owners of boat slip and condominium units at Jonathan's Landing Condominium (**Owners**) with two-thirds or more of the common interests in the Condominium, the Owners do hereby agree to amend the Declaration and Bylaws of record as follows:

I.

Amendments to the Declaration:

Amendment #1: Correct for spelling error in Section E: Replace paragraph 14 in Section E, Definitions, as follows:

"14. Marina. The term "Marina" means the boat basin at Jonathan's Landing Condominium, and includes all structures therein, including the perimeter shore bulkhead, all dredged areas, central dock(s) ("docks" referred to in prior declarations as "piers"), individual docks providing immediate access to each Boat Slip Unit, and all other improvements within the boat basin as shown on the Marina Plan. (Note: The term used in the prior Declaration and Bylaws was "Harbor.") The Marina includes, for maintenance responsibility and control purposes only, the cement deck adjacent to the northerly retaining bulkhead wall, and the utility (electric, water) service outlets which are located outside of but in close proximity to the Marina's boundaries."

Amendment #2: Section 1.3.4 - changing from screen doors to other types of doors. Replace Section 1.3.4 with the following new Section 1.3.4:

"1.3.4 Windows, skylights, solariums, and exterior doors. All windows, skylights, exterior doors, including sliding screen, and garage doors, bulkheads, screens, and all glass associated therewith, and the related unfinished and finished pre-hung framing for such, and all framing for the solariums, including related building and structural components, are deemed to be part of a Unit. The Unit boundary extends to the exterior, unpainted surface of the windows, solariums, skylights, bulkheads, doors, and the related pre-hung frames, and includes the exterior surface of all glass and screens.

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The exterior paint is deemed to be part of the Common Area, however, with the replacement of the Unit items, the Unit Owner has the responsibility to repaint these items with the color and paint determined by the Condominium Association. Storm, screen, or combination doors may be installed by Owners only after receipt of the written approval of the Board, and the Board may restrict the type, design, color, and style of all such screen doors installed and/or replaced in the Condominium."

Amendment #3: Delete reference to pressure test, and replace with owner's responsibility to test, and clarify owner's responsibilities. Replace Section 1.3.6 with the following new Section 1.3.6:

"1.3.6 Fuel Tanks. Each Unit Owner with a buried oil tank, or a oil tank located in a basement area, crawl space, or attached garage, is to maintain and to test the oil tank periodically (and at least once every year) for leaks, and to notify the Association of the test results when corrective action is required, which action is to be immediately taken by the Unit Owner at the Owner's sole cost. In repairing and cleaning up any oil leaks or discharges, which includes the removal and replacement of contaminated soil, the Unit Owner will perform all such repairs and clean up in an expedient manner in accordance with the appropriate statutory requirements through Association or New Hampshire State approved contractors, and shall immediately after such repairs and clean up have been made, restore the Common Area and any other areas disturbed by the Unit Owner's repairs and cleaning. Each Unit Owner shall comply with all applicable governmental regulations and laws relating to any oil or other fuel storage tanks, shall bear the cost of all such compliance, and shall indemnify the Association and the other Owners from any and all costs and liability associated with faulty, leaking, or no longer approved fuel tanks located in, on, or under the Condominium serving or having served the Owner's Unit. All new fuel tanks of any nature and kind as well as the use of alternative fuels, including the location of all such tanks, must be approved in writing by the Board and by the municipal fire department or similar agency. Any fuel, fuel tank, or heating system which presents a safety or fire hazard to any Unit Owner, or to the Condominium's property, shall not be permitted by the Board and must be removed by the Unit Owner upon the Board's request."

Amendment #4: The following amendments are all included as a group, since they reflect revisions to various provisions of the Declaration relating to the same revised terminology, revising Architectural restrictions to appearance and design terminology wording, to better describe the restriction (and better relating to section 4 for consistency purposes).

Replace Section 1.7 with the following:

"1.7 Manner of Repair and Replacement. All repairs and replacements, which are the responsibility of the Owners to make affecting the Condominium,

of an exterior nature, the Owners must maintain the exterior appearance, design and structural integrity of the Condominium, and be similar in appearance and quality to the original construction and installation, and must receive the prior written approval of the Board. The Board may establish procedures for the submission, review, and approval of Owner requests by the Board for repair and maintenance projects required to be undertaken by an Owner."

Replace Sections 4.1, 4.1.1, and 4.1.2 with the following like numbered sections:

"4.1 Restrictions on Improvements and Alterations by Owners. No Owner may make any addition, alteration, or improvement to any building or improvement in the Condominium (collectively referred to as "improvement") without the Board's and the Association's approval as required herein, unless such change is of an interior and non-structural nature. All improvements affecting the Common Area, or affecting the exterior appearance, design, or structural integrity of any building or improvement in the Condominium, shall require the advance written approval of the Association by the approval of Owners with two-thirds or more of the common interests in the Condominium, except for the following improvements which only require the Board's prior written approval: i) windows for ventilation which are compatible with the exterior appearance and design of the Units, which will not interfere with another Unit's privacy, and for which the neighboring Unit Owners have consented to the Owner's change in writing which has been presented to the Board prior to the Board's approval, ii) skylights for the solariums consistent with standards devised from time to time by the Board, and iii) decks which are consistent with existing decks, and which do not adversely impact neighboring Unit Owners. "Neighboring Unit Owners" include those Owners of Units abutting a particular Unit as well as all of those Units which have a direct view of and significant exposure to the improvement contemplated by the Owner. Furthermore:

4.1.1 Non-Structural, Exterior Improvements. Unit Owners may make non-structural improvements or alterations within the Owner's Unit that do not concern or relate to the structural or exterior appearance or design of the buildings and improvements in the Condominium; however, the Unit Owner shall provide at least thirty (30) days prior written notice to the Board of all interior improvements and alterations intended to be made to a Unit, and the Owners are to provide the Board with assurances in such notice that the improvement will not impact the interior structural integrity of the Unit, or otherwise affect the exterior appearance, design, or structural integrity of the of the Common Area.

4.1.2 Written Approval for Any Change. No Officer of the Association, and no Board member or Manager may approve any interior change of a structural nature, or any of the three exceptions in Section 4.1 above and certain exceptions specifically listed in

Section 4.2.8, without the vote and approval of the Board. No Owner may rely on any approvals of the Board or the Association unless the Board's approval is signed by both the Board's chairman or president, and by the Manager or Treasurer of the Association. No Owner may rely on any approval of the Board relating to any change affecting the exterior appearance, design, or the structural integrity of any Unit, Boat Slip or other Condominium improvement, without the requisite approval of the Association. Any required Association approval shall recite the date and vote of the Association meeting in which Owners with 2/3rds or more of the common interests approved any change or improvement."

Replace Section 4.2.8 with the following Section 4.2.8:

"4.2.8 Exterior Appearance. No changes shall be permitted to a building, a Boat Slip, the Common Area, or the Condominium which affect the exterior appearance, design, or structural integrity of any building or improvement in the Condominium, such as exterior decorations, awnings, thermometers and electrical/communication devices (electrical wires and cabling, television and radio antennas and dishes) (unless reasonable in appearance and location as determined by policies promulgated by the Board), weather stations, large or brightly colored boat fenders and related protective systems, alternative heating / cooling systems, satellite receivers, banners, signs, screens, porch and terrace sun shades and covers, wall and window air conditioning equipment, fans or other similar changes. However, central air conditioning systems shall be permitted if the systems and the location of such are first approved in writing by the Board and as long as the location of any outside equipment does not affect neighboring Units in terms of noise or appearance. All of the Common Area, including the lawns, parking areas, docks, retaining walls, landscaped beds and areas, natural areas, roads, driveways, and walkways shall be kept free and clear of any and all equipment, furniture, grills, sports and play materials, unless otherwise allowed on a very limited, non intrusive, and temporary basis pursuant to Rules established by the Board from time to time. However, outdoor furniture and a grill may be kept on the Limited Common Area decks appurtenant to individual Units pursuant to Rules established by the Board from time to time. Nothing shall be done to any Unit, any Boat Slip, the Marina, or the Common Area which would affect the architectural appearance of any structure or improvements in the Condominium without the prior approval by the Owners with two-thirds or more of the common interests in the Condominium, except where provided herein to be approved by the Board. No Owner is to paint, decorate, or otherwise change the exterior appearance or the design of the Owner's Unit, the Limited Common Area, the Marina, the Owner's Boat Slip, or any of the Common Area (including any building exterior, windows, or doors) without the prior written consent of the Board where allowed pursuant to this section (and Section 4.1), and otherwise in all other cases, without the prior approval of the Association."

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Replace Section 9.3 with the following Section 9.3:

"9.3 Approval of Maintenance Projects. The Board may, at its discretion, approve or disapprove any maintenance project that it deems to be in or against the best interests of the Association. However, any project which involves changing the exterior appearance, design, or the structural integrity of any buildings or improvements in the Condominium must first be approved by the Owners with two-thirds or more of the common interests in the Condominium."

Amendment #5: 4.2.2 Relating to Boats: (changing "should" to "shall" since should is without any enforceable meaning as a restriction). Replace Section 4.2.2 with the following Section 4.4.2:

"4.2.2 Boat Slips Ownership and Use Restrictions. As a major restriction, only Unit Owners may own the right to use the Boat Slips, and only the Unit Owner or Owner Related Individuals occupying a residential Unit may use the Owner's Boat Slip in the Marina. The only exception to this ownership restriction is that one of the Boat Slips may be owned and used by the owner and the occupants of the Farm House Parcel, and that this Boat Slip may only be conveyed to other successor owners of the Farm House Parcel, or to a Unit Owner by the owner of the Farm House Parcel. Each Boat Slip shall be used only for recreational boating purposes. No Owner, the Owner's family, tenants, or guests shall damage the Marina or cause unreasonable disturbance or annoyance to the other Owners. Only the Boat Slip Owner's authorized boats and/or watercraft may be used in the Marina. All Boat Slip Owners are subject to the Condominium's Rules, as determined from time to time. Boats and watercraft must be docked reasonably within the Boat Slip, and shall not unreasonably extend out into any other water areas that prevents the safe passage of other boats, or into other Boat Slips. No boat shall be docked in the marina, which is intended or used for business, or commercial purpose."

Amendment #6: Gross Weight Change in vehicles. Replace Section 4.2.13 with the following new Section 4.2.13:

"4.2.13 Parking. Subject to Rules promulgated by the Board from time to time, the Owner of each Unit may have the right to park two (2) personal vehicles, one of which may be a commercial vehicle with a gross vehicle weight (GVW) of 2 tons or less, in the authorized condominium parking areas. The Board may reasonably assign individual parking spaces or designate areas for parking use from time to time. The Board may also designate parking areas or space for overflow parking and golf cart parking. The Board may designate areas for the parking and storage of boats, boat trailers, and other non-personal vehicles within the Condominium."

Amendment #7: The time frame to answer complaints - in that the prior wording "should" is amended to "shall" for an enforceable result. Section 7.4 is replaced with the following new Section 7.4:

"7.4 Owner Complaints. All complaints by the Owners, whatever the subject matter, shall be made to the Board or Manager in writing. The Board may establish Rules for the form and procedure for submission of complaints and issues. The Board or Manager shall answer and/or address complaints within thirty (30) days."

Amendment #8: 9.1 - Westwinds Roads - clarifying right not to maintain other roadways, adding Captain's Walk Road. Replacing Section 9.1 with the following new Section 9.1:

"9.1 Association's Duty and Exceptions. The Association shall provide for the maintenance, repair, and replacement of the Common Area as a Common Expense to all Owners in proportion to the Owners' Unit and/or Boat Slip common interests, except in the following cases: i) relating to those expenses and costs of the Residential Areas and Units which are to be assessed proportionately to the Unit Owners (1/62nd of such expenses and costs assessed to each Unit); and, ii) relating to the Boat Slip and Marina costs and expenses, which are to be assessed proportionately to the Boat Slip Owners (1/59th of such expenses and costs assessed to each Boat Slip). The Association and Owners shall not maintain Westwinds Road beyond the westerly intersection with London Hill Road, nor shall the Association and Owners maintain Captain's Walk Road, or any other roadway and related land serving residences or property which are not part of the Condominium."

II.

Amendments to Bylaws:

Amendment #9: 2.1.1 - correcting wording by adding "Boat Slips" for all assessments - for consistency purposes. Replace Section 2.1.1 with the following new Section 2.1.1 (Bylaws):

"2.1.1 Active Membership. Active Membership shall be held by those Owners who are current (within thirty (30) days of the due date) in their Unit's and Boat Slip's assessments at the time of any meeting or vote of the Association. Active members shall be entitled to vote at all meetings of the Association. When more than one person is an Owner of the same Unit or of the same Boat Slip, all such persons shall be members of the Association and the vote for such Unit and/or Boat Slip shall be exercised as they among themselves determine. However, only one vote or proxy shall be allowed for

each Unit and one for each Boat Slip. An Owner of a Unit or of a Boat Slip need not be a natural person, and the word "person" or "Owner" shall be deemed to include any natural person having authority to execute deeds on behalf of the entity owning the Unit or Boat Slip, including duly authorized trustees, managers, or officers of an owner entity."

2.1.2 - "shall" for "should" wording revision, also correcting for all assessments (Units and Slips). Replace Section 2.1.2 with the following Section 2.1.2 (Bylaws):

"2.1.2 Inactive Membership. Inactive Membership shall be held by those Owners who are not current (within thirty days of the due date) in their Unit's or Boat Slip's assessments at the time of any meeting or vote of the Association. Inactive Members shall not be entitled to vote their Unit's or Boat Slip's interests until their assessments are paid to date. Inactive Members will not be counted for the purposes of a quorum or a vote. However, all Inactive Members shall be liable for the continued payment of all assessments during their inactive status."

Amendment #10: 2.2.1.- correcting "shall" for "should". Replace Section 2.2.1 with the following Section 2.2.1 (Bylaws):

"2.2.1 Annual Meetings. The Association shall meet once per year prior to or within sixty (60) days from the end of each fiscal year."

Amendment #11: Board members - from all 7, to only 4 members required to own boat slip. Replace Section 3.2 with the following Section 3.2 (Bylaws):

"3.2 Number of Board Members. The Board shall be composed of seven (7) persons. Board Members ("Directors") shall consist only of Owners (includes the trustees, managers, or officers of Owners as designated by the owner entity), co-owners, or a resident spouse of an Owner, and four (4) of the Board Members must own, co-own, or be a resident spouse of an Owner of a Boat Slip."

Amendment #12: 3.3 - replacing "shall" for "will". Replace Section 3.3 with the following Section 3.3 (Bylaws):

"3.3 Election, Term of Office, Vacancies and Removal. The term of office of the Board of Directors shall be for a term of two (2) years. Initially to implement the staggering of terms for the Directors for elections held after the effective date of the Second Amended and Restated Bylaws, four (4) members

will be elected for a term of two (2) years. Three (3) Directors will be elected for one (1) year. The Directors shall hold office until their respective successors have been elected and hold their first meeting. Any vacancies on the Board caused by any reason, other than removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board held for that purpose after the occurrence of any such vacancy; and each person so elected shall be a Director for the remainder of the term of any Director so replaced. A Director may be removed with or without cause at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the Owners. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting, and an opportunity to be heard at the meeting."

III.

Amendment - Solarium Design

Amendment #13 - includes the following two amendments, one adding a Diagram D-4 to the Declaration, and another adding a new section 4.1.3 to the Declaration:

Amend the Diagrams of Jonathan's Landing Condominium to include an additional plan, D-4, as an approved alternative design approved by the Condominium Association subject to further approval of detailed plans by the Board of Directors.

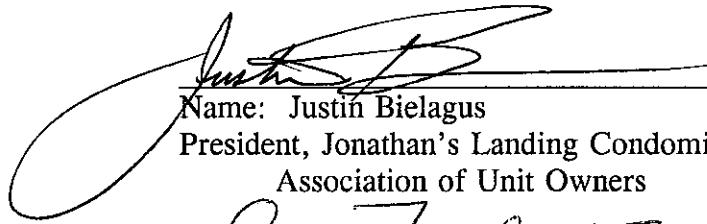
"The Declaration is hereby amended by the addition of Diagram D-4 to the diagrams attached to the Declaration."

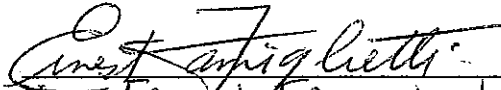
Amend the Declaration by adding a new section to Section 4 after Section 4.1.3 of the Declaration, as follows:

"4.1.4 Replacement of Smaller Solariums by the Owners. Notwithstanding the above provisions or any other provision in the Declaration or the Condominium Documents, the unit owners of units # 42 - 49 and units 33, 34, 36, and 37 (known as the smaller hill top units) may replace their existing metal and glass solarium enclosure with a wood frame designed enclosure as shown in Diagram D-4 attached to this Declaration, only if: i) the replacement design detailed by the unit owner for the first of these units to replace its solarium is approved by the Board, and that all subsequent replacements are completed according to the same plan and requirements (materials, appearance, dimensions) such that the replacement solarium / sun rooms for all of the units listed in this paragraph are the same as to the exterior appearance, materials, and design, ii) the unit owner of each unit pays for the entire cost of the replacement of each owner's solarium, including all repairs and modifications required to be made to the unit, and the

common and limited common areas to complete the solarium / sun room replacement, and iii) prior approval is obtained from the Board in writing by each owner replacing its solarium prior to any solarium replacement occurring, with the Board's approval contingent upon and related to obtaining proper insurance coverage for the benefit of the Association by the owner as well as approval of materials, completion time frames, the contractor(s) performing the work, and of the completed work and structure."

This First Amendment of the Second Amended and Restated Declaration of Jonathan's Landing Condominium, with the attached Exhibit, has been approved and adopted by the requisite majority of the Owners, shall be effective when it is recorded in the Carroll County Registry of Deeds, and is hereby executed on ~~August~~ ^{December} 21, 2000 by the following officers of Jonathan's Landing Condominium Association of Unit Owners:

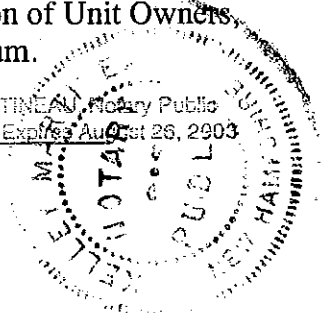

Name: Justin Bielagus
President, Jonathan's Landing Condominium
Association of Unit Owners


Name: Ernest Famiglietti
Treasurer, Jonathan's Landing Condominium
Association of Unit Owners

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 21 day of ~~August~~ ^{December}, 2000, by Justin Bielagus, President of Jonathan's Landing Condominium Association of Unit Owners on behalf of the Association and Owners of Jonathan's Landing Condominium.


KELLEY MARTINEAU, Notary Public
My Commission Expires August 26, 2003
Notary Public/~~Justice of the Peace~~



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STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 16th day of ~~August, 2000~~ ^{January, 2001},
by Ernest Famiglietti, Treasurer of Jonathan's Landing Condominium
Association of Unit Owners, on behalf of the Association and Owners of Jonathan's Landing
Condominium.

[Signature]
Notary Public/Justice of the Peace

CERTIFICATION OF THE SECRETARY

I, Joseph Perron Secretary of Jonathan's Landing Condominium
Association of Unit Owners ("Association"), do hereby certify that the above First Amendment
of the Second Amended and Restated Declaration of Jonathan's Landing Condominium
(including the attached exhibit) was approved and adopted by the Owners at Jonathan's Landing
Condominium representing more than two-thirds of the total common interests in Jonathan's
Landing Condominium, and respectively by Owners representing 2/3rds of the Residential Units'
common interests and 2/3rds of the Boat Slip units' common interests in the Condominium, with
such approval received at the annual meeting of the Jonathan's Landing Condominium
Association of Unit Owners held on August 5, 2000 in Moultonboro, New Hampshire. I
further certify that no amendment was made to the Declaration or Bylaws which required
mortgagee approval pursuant to the Declaration. Said meeting of the Association and Owners'
vote complied with the requirements of The Condominium Act (RSA 356-B) and the Declaration
and Bylaws required for amending the Declaration and the Bylaws of the Condominium.

By: [Signature]
Name: Joseph Perron Secretary
Jonathan's Landing Condominium
Association of Unit Owners