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August 15, 2017



VIA FIRST CLASS MAIL  
Mr. Raymond Stanford  
Moseley Associates Ltd.  
PO Box 706  
White River Jct., VT 05001

**Re: 7th Amendment to Declaration of Bylaws of Shaker Landing Condominium**

Dear Ray:

Enclosed please find the original amendment referenced above, which was recorded in the Grafton County Registry of Deeds at Book 4300, Page 378 on July 28, 2017.

Do not hesitate to contact me, should you have any questions.

Very truly yours,

Quinn P. Colgan

QPC/dlw  
enclosure



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**SEVENTH AMENDMENT TO THE DECLARATION & BYLAWS OF  
SHAKER LANDING CONDOMINIUM**

WHEREAS, Shaker Landing Condominium is located on the westerly shore of Mascoma Lake in the Town of Enfield, Grafton County, New Hampshire, and was created by the filing of a Declaration of Condominium recorded on March 12, 1986 in the Grafton County Registry of Deeds at Book 1588, Page 504, and;

WHEREAS, the Declaration of Shaker Landing Condominium has been previously amended as follows:

- a. First Amendment dated June 19, 1987 and recorded at Book 1676, Page 328;
- b. Second Amendment dated April 20, 1988 and recorded at Book 1763, Page 467;
- c. Third Amendment dated October 24, 1993 and recorded at Book 2068, Page 757;
- d. Fourth Amendment dated June 27, 1998 and recorded at Book 2325, Page 32;
- e. Fifth Amendment dated August 30, 1999 and recorded at Book 2421, Page 44;  
and
- f. Sixth Amendment dated August 30, 1999 and recorded at Book 2536, Page 907.

WHEREAS, the Declaration of Shaker Landing Condominium was further amended by written consent of at least seventy-five percent (75%) of the unit owners as follows:

1. By adding the following new paragraphs 3(e)(ii-a) through 3(e)(ii-c) to the Declaration after paragraph 3(e)(ii) and before paragraph 3(e)(iii):

(ii-a) Improvements to Limited Common Area and/or Conversion of Common Area into Limited Common Area. Each Owner shall have the option, at the Owner's expense, to replace or improve the deck or decks appurtenant to his or her unit or to replace it or them with a patio or sunroom. The new or improved deck, decks, patio, or sunroom, as the case may be, may extend up to a distance of eighteen (18) feet into the Limited Common Area and/or Common Area from the wall that is adjacent to such deck, decks, patio, or sunroom, or to the condominium property line, whichever is less. Such deck, decks, patio, or sunroom shall not extend beyond the exterior limit of the wall that is adjacent to such deck, decks, patio, or sunroom or the common point of ownership in a duplex or triplex Unit. No extension, alteration, improvement, change, or replacement of a deck, decks, patio, or sunroom shall infringe upon an adjacent unit owners ability to make such extension, alteration, improvement, change, or replacement, nor shall it

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REGISTER OF DEEDS, GRAFTON COUNTY

*Keegan M. Mahan*

infringe upon any existing access to an adjacent unit. Any conversion of the Common Area to Limited Common Area as contemplated by this sub-paragraph is subject to the approval of the Board as set forth in subparagraph (ii-b).

(ii-b) Board Approval. An Owner who wishes to improve or extend his or her deck, decks, patio, or sunroom in the manner set forth in subparagraph (ii-a) must seek approval by the Board pursuant to paragraph 8 of Article V of the Bylaws. In addition, such owner must submit detailed plans of the proposed extension or improvement along with his or her application to the Board. The Board shall provide reasonable notice to all Owners of all such pending applications. The Board shall consider each application and may accept, reject, or modify the proposal on such terms as it deems advisable. All decisions by the Board shall be in writing and any rejection or modification shall set forth the specific reasons therefore.

(ii-c) Documents to be Recorded. At the end of the Association's fiscal year, the Board shall file all improvements to Limited Common Area and/or conversion of Common Area into Limited Common Area made pursuant to paragraphs (ii-a) and (ii-b) with the Grafton County Registry of Deeds, as follows:

- A) For all improvements to Limited Common Area, the Board shall record an Exhibit F to the Declaration, or an amendment thereto, delineating or setting forth the following:
  - 1) A detailed description of the improvement(s) to the Limited Common Area;
  - 2) The unit number(s) to which such Limited Common Area is appurtenant; and
  - 3) Whether an amendment to the condominium site plan has or will be filed with the Registry of Deeds depicting the improvement and, if so, the plan number of such amendment.
  
- B) For all conversions of Common Area into Limited Common Area, the Board shall record an amended condominium site plan, depicting the prior boundary between the Limited Common Area(s) and Common Area(s) and all such newly converted Limited Common Area(s).

All costs and fees associated with the recording of any such Exhibit F and/or amendment to the condominium site plan shall be borne by the Owner or Owners who have made such improvement to Limited Common Area or conversion of Common Area to Limited Common Area during the preceding 12 months. The Board shall allocate such costs and fees between such Owner or Owners on a *per capita* basis.

2. By deleting paragraphs 6(a) and 6(b) of Article V of the Bylaws in their entirety and replacing them with the following new paragraphs 6(a) and 6(b):

(a) By the Owner. Except for the portions of his or her Unit required to be maintained, repaired, and replaced by the Board of Directors as provided in paragraph 6(b) below, and except as provided in Article VII hereof, relating to repair and reconstruction after fire or other casualty, each Owner shall be responsible for the maintenance, repair, or replacement, at his or her own expense, of his or her Unit and any part thereof, including but not limited to, all walls, finished interior surface of perimeter walls, ceiling and floors, window glass, glass vents of his or her Unit, entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his or her Unit with Limited Common Area reserved for his or her Unit, kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing, and electrical systems which are wholly contained within his or her Unit and serve no other. Each Owner shall keep his or her Unit and its equipment and appurtenances in good order and condition and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common or Limited Common Areas resulting from his or her negligence, misuse, or neglect, or by his or her failure to make any of the repairs required to be made by this Section. Each Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

(b) By the Board of Directors. Except as otherwise provided in this paragraph 6, the Board shall be responsible for the painting, maintenance, repair, and replacement (unless necessitated by the negligence, misuse, or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner), of all the Common Area and Limited Common Area, whether presently existing or hereafter added or constructed, the cost of which shall be charged to all Owners as a Common Expense. The snow plowing of driveways, walks, and parking areas shall also be the responsibility of the Board. Notwithstanding any other provision of the Declaration or Bylaws, in connection with its watering of gardens, shrubs, and lawns, the Board may use the closest exterior water faucet, regardless of to whom such faucet might be metered.

(c) Limited Common Area. The maintenance, repair, and replacement of Limited Common Area shall be governed as follows:

(i) The Board shall be responsible for all maintenance, repair, and replacement of parking spaces, which is not caused or necessitated by the negligence, misuse, or neglect of any individual Owner.

(ii) Each Owner shall be responsible for performing the normal maintenance for any other Limited Common Area which is appurtenant to his or her Unit, including keeping it in a clean and sanitary condition, and shall make, at his or her own

expense, all repairs thereto beyond normal maintenance caused or necessitated by his or her negligence, misuse, or neglect.

(iii) The painting of all Limited Common Area and repairs to Limited Common Area which are beyond normal maintenance, including replacement, and which are not caused or necessitated by the negligence, misuse, or neglect of any individual Owner shall be the responsibility of the Board.

(d) Improved Limited Common Area and/or Converted Common Area. Each Owner shall be responsible for the costs of all maintenance, repair, removal and/or replacement, at his or her own expense, of any improved Limited Common Area or Common Area converted to Limited Common Area pursuant to paragraphs 3(e)(ii-a) and 3(e)(ii-b) of the Declaration.

NOW, THEREFORE, the undersigned hereby certify that the Declaration of Shaker Landing Condominium has been amended as set forth above.

IN WITNESS WHEREOF, the President and Treasurer of Shaker Landing Condominium Association have caused this document to be executed on the dates set forth below in accordance with paragraph 6. of the Declaration and RSA 356-B:34, IV of the Condominium Act.


SHAKER LANDING CONDOMINIUM ASSOCIATION

By:   
Jordan Orr, President, duly authorized

By:   
Walter Wyland, Treasurer, duly authorized

THE STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON, SS.

On this 24<sup>th</sup> day of July, 2017, before me, the undersigned officer, personally appeared Jordan Orr, who acknowledged himself to be the president of Shaker Landing Condominium, a non-profit organization, and that he, as such president, being authorized to do so, executed the foregoing instrument for the purposes therein intended by signing the name of the organization by himself as president.

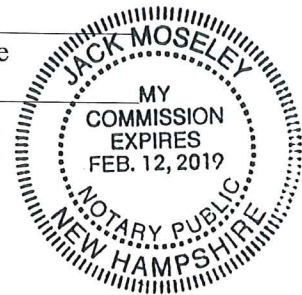
  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_



THE STATE OF New Hampshire  
COUNTY OF GRAFTON, SS.

On this 24<sup>th</sup> day of July, 2017, before me, the undersigned officer, personally appeared Walter Wyland, who acknowledged himself to be the treasurer of Shaker Landing Condominium, a non-profit organization, and that he, as such treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by himself as treasurer.

Jack Moseley  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_



CERTIFICATION

I, **Beverly Sletten**, Secretary of the Shaker Landing Condominium Association, hereby certify pursuant to the Declaration of Shaker Landing Condominium Condominium, that the foregoing amendment was passed pursuant to a written consent of at least 24 of the unit owners of said condominium.

SHAKER LANDING CONDOMINIUM ASSOCIATION

By: Beverly Sletten  
Beverly Sletten, Secretary

THE STATE OF New Hampshire  
COUNTY OF GRAFTON, SS.

On this 24<sup>th</sup> day of July, 2017, before me, the undersigned officer, personally appeared Beverly Sletten, who acknowledged herself to be the secretary of Shaker Landing Condominium, a non-profit organization, and that she, as such secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by herself as secretary.

Jack Moseley  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

