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Register of Deeds, Belknap County
judith a McGrath



FOURTH AMENDMENT TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR

LAKE RIDGE ON MEREDITH BAY

A RESIDENTIAL SUBDIVISION

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAKE RIDGE ON MEREDITH BAY, A

RESIDENTIAL SUBVISION SITUATED IN MEREDITH, COUNTY OF BELKNAP AND STATE OF NEW HAMPSHIRE is made as of the 9th day of October, 2021,

By LAKE RIDGE ON MEREDITH BAY ASSOCIATION, a New Hampshire not for profit corporation with an address of 1921 Parade Road, Laconia, New Hampshire, 03246 (the "Association").

This Fourth Amendment further amends the Declaration of Covenants, Restrictions and Easements for Lake Ridge on Meredith Bay, A Residential Subdivision dated 18 April 2004 recorded in the Belknap County Registry of Deeds Book 2056, Page 0347, the First Amendment to Declaration of Covenants, Restrictions and Easements for Lake Ridge on Meredith Bay, A Residential Subdivision recorded in the Belknap County Registry of Deeds at Book 2075, Page 0093, the Second Amendment to Declaration of Covenants, Restrictions and Easements for

Lake Ridge on Meredith Bay, A Residential Subdivision recorded in the Belknap County Registry of Deeds at Book 2139, Page 0851, and the Third Amendment to Declaration of Covenants, Restrictions and Easements for Lake Ridge on Meredith Bay, A Residential Subdivision recorded in the Belknap County Registry of Deeds at Book 2194, Page 0852 Pursuant to the right to amend reserved in Section 8.5 of the original Declaration, the Association, with the approval of more than three-quarters of the Owners, hereby makes the following amendments:

Section 5.2 second sentence is amended to read:

"This restriction shall not be construed to prohibit rentals of the entire Parcel and Dwelling, as opposed to only a part thereof, for a minimum time of 90 days."

Section 5.3 is amended to read:

"Only one Single Family Dwelling that may include an accessory apartment for use of immediate family only, together with usual and customary accessory buildings, and garage(s). Garages, whether attached or detached, in totality cannot exceed the appearance of three cars.

Section 7.1 last sentence is amended to read:

"The Board may negotiate with the owners of land on Mile Point that are not part of the Association but have rights to use the road for a shared maintenance agreement for plowing and maintenance of the road."

Section 8.5 (as amended in Amendment 1) second paragraph is amended to read:

"... provided that written notice of such proposed amendment has been sent to every Owner at least 21 days in advance of any action taken;..."

Appendix B 'Conditions and General Specifications' number 7 is amended as follows:

- Revise the Section number to read "6"
- Revise the first sentence to read: "Retaining walls shall be faced with natural indigenous stone or natural looking materials approved by the Board of Directors."

Appendix C By-Laws Sections 5.2, 5.4, 6.1, 6.5, and 8.2 are each amended to replace "clerk" with "Secretary".

Appendix C By-Laws Sections 3.4, 3.5, 4.3, 5.1, 5.2, and 10.1 are each amended to replace "15 days" with "21 days".

Appendix C By-Laws Section 3.1 is amended to add the following sentence at the end of the section:

"Owners shall notify the Secretary of their postal mailing address and any changes thereto."

Appendix C By-Laws Section 4.6 is amended to add at the end of the paragraph:
"Board of Directors meetings may be conducted by telephonic, video, or other conferencing process as provided by the Act (RSA 356-B:37-b)."

Appendix C By-Laws Section 4.15 is amended to read:

"The Board shall adopt and amend rules (the "Community Rules and Policies")

governing the use of the Common Property and governing the personal conduct of the Owners on the Common Property or on a Parcel which might reasonably be expected to interfere with the enjoyment by other Owners of their Parcels or of the Common Property, provided that such Rules are not inconsistent with the Declaration. Copies of proposed changes to the Rules & Policies shall be furnished to all Owners prior to the time when they become effective for their review and comment. A vote of the Owners of a majority of the Parcels at a meeting of the Association may overrule and declare void any Rule adopted by the Board, provided that notice of the proposal to overrule is included in the notice of meeting. The Board of Directors on behalf of the Association
and any aggrieved Owner shall have an appropriate right of action against any other Owner for failure to comply with the provisions of the Declaration, the Bylaws, or the Rules & Policies. In the case of persistent violation of the provisions of the Declaration, Bylaws or Rules & Policies by an Owner, the Board of Directors shall have the power to restrict the Owner's use of the common land."

Appendix C By-Laws Section 5.1 is amended to read:

"The regular annual meeting of the Owners shall be held on the first Saturday after Labor

Day in each year, at the hour of 10:00 a.m., or at such other reasonable place and time as may be designated by notice of the Board to the members not less than 21 days prior to the revised date for said meeting. The annual meeting may be conducted by telephonic, video, or other conferencing process as provided by the Act (RSA 356-B:37-b)."

Appendix C By-Laws Section 5.4, the first sentence, is amended to read:

"At all meetings of Owners, voting may be in person (including by telephonic, video, or

other conferencing process as provided by the Act (RSA 356-B:37-b) or by proxy."

Appendix C By-Laws Section 6.1 is amended to read:

"The officers of the Association shall be a President, Secretary, Treasurer and such other

officers as the Board of Directors from time to time may determine. The President, Secretary and Treasurer shall be members of the Board of Directors."

Appendix C By-Laws Section 6.4 is amended to read:

"The President, or President's designate, shall preside at all meetings of the Board, of the

Association, and the Dock Committee."

Appendix C By-Laws is amended by adding a new Section 6.6 to read:

"Section 6.6 Treasurer – The Treasurer or designee(s) as appointed by the Board of

Directors shall:

a. have the custody of the Association funds and securities

b. keep full and accurate accounts of receipts and disbursements in books belonging to the Association

c. deposit all monies and other valuable effects in the name and to the credit of the Association

d. disburse the funds of the Association as may be ordered by the Board making proper vouchers for such disbursements

e. render to the President and the Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all financial transactions and the financial condition of the Association

f. collect the dues and assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors"

And renumber Sections 6.6 through 6.8 to reflect the insertion of the new Section 6.6 as follows:

Section 6.6 Treasurer.

Section 6.7. Authority.

Section 6.8. Funds.

Section 6.9. Inspection of Books, Report to Owners.

Appendix C By-Laws Section 8.1 is amended to read:

"Section 8.1. Dealing with Directors: Matters and actions approved by the Board of Directors shall be exercised and executed by the President, the management company, or by another officer or representative of the HOA, as appropriate under the circumstances or as provided for by the Board resolution. Documents signed and payments made or received on behalf of the HOA shall require no further action to ascertain the validity of such action, subject to the provisions of Section 8.2 below.

Appendix 8.2 Certification by Directors for Recording, second sentence, is amended by replacing "Clerk" with "Secretary.

Appendix C By-Laws Section 9.1 is amended to read:

"The fiscal year of the Association shall begin on the first day of October in each year

and end on the last day of September every year."

The undersigned President and Secretary of Lake Ridge on Meredith Bay Association, duly elected by the Owners of Lake Ridge on Meredith Bay, and pursuant to the provisions of the above-referenced Declaration of Covenants, Restrictions and Easements for Lake Ridge on Meredith Bay, as
previously amended, have due authority to adopt this Fourth Amendment.

EXECUTED this 14th day of December, 2021.

Lyndi Sheasley, President

State of New Hampshire
County of Belknap; ss 12/14/21, **2021**

Personally appeared, Lyndi Sheasley known to me or provided sufficient identification, who acknowledged that [he/she] signed the foregoing instrument for the purposes stated therein.

Robin Kingston
Justice of the Peace
Commission Exp. 10.7.2025

Timothy White, Secretary

State of New Hampshire
County of Belknap; ss 12/14/21, **2021**

Personally appeared, Timothy White known to me or provided sufficient identification, who acknowledged that [he/she] signed the foregoing instrument for the purposes stated therein.

Robin Kingston
Justice of the Peace
Commission Exp. 10.7.2025

Assent to Fourth Amendment to Declaration of Covenants Restrictions and Easements for Lake Ridge on Meredith Bay a Residential Subdivision

Unit Address	Owner Name	Owners Signature	Date
94 Upper Mile Point Drive	Sally Anderson		
18 Mountain Ridge Drive	Dean J. or Kelly Angerami		9-27-21
Bay Ridge Drive - Lot 13	Dean Angerami, Sr.		9-27-21
97 Upper Mile Point Drive	David Bartlett and Sue Ellen Erickson Bartlett		
119 Upper Mile Point Drive	Theodore and Robin Bass		9/25/21
Mountain Ridge Drive - Lot	Thomas and Cindy Belair		
116 Upper Mile Point Drive	John and Deborah Bratschi		9/27/21
95 Upper Mile Point Drive	Nicholas Cakounes or Audra Jones		9/25/21
89 Upper Mile Point Drive	Curtiss Clark and Donna Holmes		9/24/21
115 Upper Mile Point Drive	Doris Cowles		
12 Mountain Ridge Drive	Gary and Connie Dehnel		9/21/2021
114 Upper Mile Point Drive	Nate and Kerri Dutile		9/27/21
112 Upper Mile Point Drive	Susan Flynn Provencher Revocable Trust		
18 Bay Ridge Drive	John or Sue Giles		9/25/21
91 Upper Mile Point Drive	David Hackett and Riobin Sandomirsky		9/29/21
8 Mountain Ridge Drive	Brian Harris		9/25/21
Bay Ridge Drive - Lot 10	Brian Harris		9/25/2021
15 Bay Ridge Drive	Shane and Cheryl Henry		
4 Mountain Ridge Drive	Kevin and Barbara Keenan		9/25/21
21 Mountain Ridge Drive	Charles and Diana Lambert		9/25/21
148 Upper Mile Point Drive	Doug and Geeta LeCrone		9/25/21
19 Mountain Ridge Drive	Adam and Jen Mailloux		
20 Mountain Ridge Drive	Steven and Kathleen Markiewicz		
Bay Ridge Drive - Lot 17	DMCK-Ventures, LLC		
9 Bay Ridge Drive	Bob and Gail Meehan		9/25/21
142 Upper Mile Point Drive	Richard and Cynthia Mitchell		9/29/21
5 Bay Ridge Drive	Jim and Elizabeth Polino		
10 Bay Ridge Drive	Tom and Maureen Power		9/25/21
93 Upper Mile Point Drive	Robert Purdy, Trustee	Robert E Purdy POA	9/24/21
152 Upper Mile Point Drive	Harry and Elizabeth (Libby) Reichlen		9/25/21
8 Bay Ridge Drive	John and Lyndi Sheasley		9.25.21
147 Upper Mile Point Drive	Slivka Family Revocable Trust, c/o Karl & Leslie Slivka		9/25/2021
4 Bay Ridge Drive	George and Susan Valaitis		9/25/2021
17 Bay Ridge Drive	Mark and Pat Weston		9/25/2021
92 Upper Mile Point Drive	Timothy and Elizabeth White		9/24/21
Upper Mile Point Drive - Lot 16	Chad Yergeau and Julie Jorel-Yergeau		9/25/21

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