

RULES OF THE RIVERWALK AT BEDFORD CONDOMINIUM ASSOCIATION

Effective March 1, 2022 (replaces all previous versions)

These rules are adopted by the Board of Directors (Board) of the RiverWalk at Bedford Condominium Association (Association) for the benefit of all residents of 65 Hawthorne Drive, Bedford, NH. They are intended to contribute to preserving a clean and attractive environment and to ensure the peaceful enjoyment for all. They are also intended to protect and enhance the value of the Owners' property. They are not designed to unduly restrict or burden the use of the property.

All residents and their guests are expected to abide by these rules which are meant to supplement provisions of the Declaration and By-Laws.

1. **Additions to Exterior of Building.** Changes affecting the appearance of the exterior of the building, such as decorations, awnings, umbrellas, wind chimes, bird feeders, television and radio antennae, signs, screens, sun shades, fans, wiring and other changes are to be made with the written application to, and written approval of, the Board.
2. **Hanging of Clothes, Etc.** No clothing, laundry, rugs or other objects shall be hung, shaken, or thrown from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view. Plants are permitted on the deck surface and must have a water catch basin. Neither plants nor other objects are permitted on the railing, nor are they permitted to be attached to any exterior surface of the building or posts. Outdoor clotheslines or other drying or airing facilities are not permitted.
3. **Contractors.** Contractors are limited to working between the hours of 8 AM and 6 PM. During this time it is the Unit Owner's responsibility to ensure that all exterior doors remain closed. See also By-Laws, Article V, paragraph 6 entitled "Additions, Alterations or Improvements by Owners".
4. **Noise.** Residents will be expected to reduce noise levels from 10 PM through 8 AM so that neighbors are not disturbed. At no time are musical instruments, radios, stereos, or television sets to be so loud as to become a nuisance.

5. **Maintenance of Limited Common Areas.** Owners will be responsible to keep their balconies and patios in a clean and sanitary condition. With the approval of the Board, the Association is responsible for their repair and maintenance resulting from reasonable usage, which is to be treated as a Common Expense item.
6. **Maintenance of Common Areas.** Improvement, maintenance and landscaping of the Common Areas shall be performed only by the Board, or by residents with the written approval of the Board.
7. **Improper Use of Common Areas.** There shall be no use of the Common Areas which injures or scars the Common Areas or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbances, or annoyance to other residents in their enjoyment of the Common Areas. No religious services of any kind are allowed in the Great Room or any other of the Association's interior or exterior Common Areas. This rule, however, does not in any way preclude the observance of religious services within the confines of an Owner's Unit. Birds may be fed in approved feeders only in the back of the building across the driveway during periods designated by NH Fish & Game Dept. Feeders are not allowed on the building, windows, or decks. Do not feed turkeys, squirrels, chipmunks or any other wildlife.
8. **Rubbish and Littering.** There will be no littering. Paper, cans, bottles, cigarette butts, foods, and trash are to be deposited only in appropriate trash containers and under no circumstances are such items to be dropped or left on the ground or other Common Areas.
9. **Outdoor Equipment.** Bicycles, sporting goods, baby carriages, trellises, and other personal articles may not be left unattended on the Common Areas or Limited Common Areas (including decks, patios, garage areas). Lawn furniture may be kept on decks. In no instance may a charcoal or propane grill be stored and/or used on any balcony/deck. Small electric grills are permissible.

10. **Outside Activities.** There shall be no organized sports activities, picnicking, or fires, except at a time and location approved by the Board. No cooking or barbecuing is permitted on the Common Area grounds or Limited Common Area patio/decks, except as provided in Rule 9.
11. **Offensive Activities.** No offensive activities shall be carried on, nor shall anything be done or placed within a Unit, Common Areas or Limited Common Areas which may be a nuisance, create unpleasant odors, cause unreasonable embarrassment, disturbance, or annoyance to other residents. Additionally, the use by an Owner/Realtor of an Open House activity as a showcase for prospective buyers is expressly forbidden. Owners/Realtors may, however, show prospective buyers a "For Sale" Unit on a "By Appointment Only" basis. It will be the Owner's/Realtor's responsibility to chaperone all prospective buyers throughout both the "For Sale" condominium as well as all Common Areas.
12. **Children and Guests.** Owners shall be held responsible for the actions of their guests, including but not limited to children and grandchildren. If occupancy by guests creates a nuisance to other residents, the Board shall have the right to require that the offensive guests leave. All guests under the age of 18 years must be accompanied by an adult when using the facilities, media room, library, game room, etc.
13. **Action in Violation of Law, Etc.** There shall be no use of, or activities in, any Unit, Limited Common Area, or Common Area which shall be in violation of any governmental law, ordinance, rule, or regulation.
14. **Advertisements.** Advertisements, signs (including "For Sale" signs) or posters of any kind are not permitted on the Association property without the prior consent of the Board.

15. Household Pets.

- A. No animal, other than common household pets, shall be kept or maintained at RiverWalk and no animal shall be kept, bred, or maintained for commercial purposes. No more than one dog or two cats per Unit will be allowed.

- B. Only dogs of small breed (20 pounds or less), suitable for indoor living, and "service" dogs may be permitted. Dogs that are not permitted include, but are not necessarily limited to, Doberman Pinschers, German Shepherds, Pit Bulls, Rottweilers and Akitas.

- C. All dogs must have a valid town/city license and a copy of this is to be filed with the Board, along with written documentation from the dog's veterinarian that vaccines are up to date.

- D. No pet will be permitted in the Common Areas, inside or outside, unless leashed or carried in a cage or crate. Animals are to be under the control of their owners at all times.

- E. No pet, except for a "service" dog, is permitted on the elevator without the express written consent of the Board.

- F. The owner of a pet is responsible for the immediate removal of any droppings, and for any damage to the Common Areas caused by such pet. If noises or odors from pets are emitted from a Unit, the Board will notify the owner of the pet to remove it from the Unit. Any cost to repair damage, or offset liability caused by a pet, will be the responsibility of the Unit Owner.

- G. The Board retains the power to seek the immediate removal of any pet found to be in violation of any By-Law, Rule or Regulation, or is considered to be a nuisance. Any exception to this will be at the discretion of the Board.

Visiting Dogs.

- H. All visiting dogs, and the length of stay, must be approved in advance by the Board to provide notice to the residents, when appropriate, and to ensure that there is compliance with paragraphs B, D, E, F and G above. Written documentation from the dog's veterinarian that vaccines are up to date must be provided to the Board.
- I. An exemption may be granted by the Board for a dog weighing in excess of the 20-pound limit. This exemption is granted by the Board as a privilege and not a right.
- J. Visiting dogs must enter and exit the building at either the north or south rear stair entrances; first floor visitors may enter/exit through their respective Unit's patio entrance.
- K. Visiting dogs may not remain in the individual Unit without an accompanying Owner or adult (18 years of age or older).
- L. Visiting dogs may not stay more than 4 days and 3 nights in succession.
- M. Any costs to repair damage, or to offset liability, caused by a visiting dog will be the responsibility of the Unit Owner being visited.
- N. Waivers of these visiting dog rules require advance approval by two members of the Board.

16. Parking. Parking is restricted to marked spaces at the front of the building. As a courtesy, residents having garage parking spaces are requested to limit the time parking in an outdoor space. However, in the event that outside parking spaces are all being used, parking around the circle adjacent to the building may be utilized. Parking in the Fire Lane at the rear of the building is prohibited. Quick turnaround parking in the Fire Lane to unload groceries or packages is permitted. Unpaved areas are not to be used for motor vehicles. Roadways may not be used for overnight parking. Overnight parking of boats, trailers, campers, motor homes, equipment-burdened vehicles, and commercial vehicles (including those displaying advertising signage) is not

permitted anywhere in the garage or on property without the express written consent of the Board. Parking of unregistered and/or non-inspected vehicles is prohibited. Unauthorized parking is prohibited, and vehicles are subject to towing at the owner's expense. Additionally, a fine may be assessed by the Association. Residents parking outside during snow removal are required to move their vehicles as soon as the initial snow removal has been completed. Snow removal protocol is to be followed. (Refer to the Welcome Packet updated June 2021).

17. **Leases.** All Owners shall notify the Board of the name and address of any Lessee of any Unit prior to commencement of the term of the lease. A copy of the lease contract will be provided to the Board. No lease may be for a term of less than 180 days. The Board has the power to levy a fine of up to \$50.00 per diem against a Unit Owner for failure to comply with this rule. It is the responsibility of the Unit Owner(s) to ensure that their tenants are aware of Association Rules. Breach of Rules by the tenant will result in fines being imposed upon the appropriate Owner(s).

18. **Door Announcing System.** Deleted.

19. **Moving.** Proper written notification to a member of the Board must be made in advance of a move-in or a move-out. It is mandatory that all moving activity be performed between 7:30 AM and 8 PM, Monday through Friday. However, an exception for a Saturday move may be considered by the Board under special circumstances. NO ACTIVITY WILL BE PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS. The Board must be notified in order to provide for installation of elevator pads for moves involving second and third floor Units. First floor Units should utilize patio doors or access through north and south stairway exterior doors. During this time it is the Unit Owner's responsibility to ensure that all exterior doors remain closed. Any and all damages to the Common Areas incurred due to the move-in or move-out of a Unit will be assessed against the Unit Owner.

20. **Deliveries.** Proper notification to a member of the Board must be made in advance of anticipated delivery or removal of large items, i.e., water tanks, appliances, furniture, mattresses, etc. It is mandatory that all delivery activity

be performed between 7:30 AM and 8 PM, Monday through Saturday. NO ACTIVITY WILL BE PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS. When replacing a water heater, the old water heater should be bagged, when taken out of the Unit, to avoid water spills. During this time it is the Unit Owner's responsibility to ensure that all exterior doors remain closed. Any and all damages to the Common Areas incurred due to the delivery or removal involving a Unit will be assessed against the Unit Owner.

21. Door Ornaments/Mats. Wreaths and swags will be permitted. Holiday-themed door decorations shall be removed by 15 days after the holiday. Shoes and other belongings SHALL NOT be left outside the Unit, for liability and safety reasons. Door mats for Unit Owners are not permitted.
22. Garage. Vehicles exiting the garage will have the right of way. Vehicles entering the garage must yield to exiting traffic. Stopping vehicles at the garage door to empty trash is prohibited. Parking of boats, trailers, motor homes, equipment-burdened vehicles and commercial vehicles (including those displaying advertising signage) is not permitted anywhere in the garage without the express written consent of the Board. The encroachment of a parked vehicle upon the Common Area of the garage is prohibited. Parked vehicles must be in a "movable" condition at all times in order to accommodate emergency situations that might arise.
23. Smoking/Vaping. Smoking/vaping is not permitted in the Common Areas, inside or outside.
24. Age Restriction. The RiverWalk at Bedford Condominium is an age-restricted community. Each Unit must be occupied by at least one (1) person who is at least fifty-five (55) years of age or older. No permanent occupant shall be under twenty-one (21) years of age. In order to achieve this purpose, and in order to comply with the Housing For Older Persons Act of 1995, the following restrictions, regulations, and policies shall apply to all residents and prospective residents:
 - (i) All residents and prospective residents shall be required to provide to the Board evidence of complying with the age restriction. To that end, the Board shall have the authority to conduct an age verification of all

occupants in each Unit from time to time and all occupants shall provide the information required by the age verification.

- (ii) The verification shall be in a form adopted from time to time by the Board. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:
 - (a) Date of birth for any occupant with back-up information including, but not limited to, copies of driver's license, voter registration card, birth certificate, and/or Medicare card or other proof of age and residence for each occupant and each Unit Owner.
 - (b) The date the occupants first began to reside in the Unit.
 - (c) The identity and location of the specific Unit.
 - (d) The signatures of the occupants for additional verification of the accuracy of the verification information.
- (iii) The initial form of verification is attached hereto, but may be modified from time to time by the Board. No person shall occupy a Unit without obtaining from the Board, and filing with the Registry of Deeds, a Certificate of Approved Occupancy which form shall state the name of the approved occupant or that the subject Unit is one of the Units exempt from compliance.
- (iv) The Board may rescind approval for occupancy if they determine that any information provided to the Board by the occupant was false or inaccurate.
- (v) Violation of Article 3.5.4.1 of the Declaration or this Rule shall be considered to constitute irreparable harm to the Association and other Owners and residents and, therefore, the Board and any Unit Owner shall be entitled to obtain injunctive relief from a Court of competent jurisdiction for any such violation.
- (vi) If any Unit Owner and/or occupancy violates Article 3.5.4.1 of the Declaration or this Rule, said Unit Owners and/or occupants shall be subject to a fine of \$100.00 per violation and \$25.00 for each day it continues after notice and shall be responsible for all costs and attorneys' fees incurred related to enforcing the restriction. Said fines, costs and attorneys' fees shall constitute a lien against the Unit as provided for in New Hampshire RSA 356-B.
- (vii) The Board shall have the power to enforce any violation of the age restriction by Court action or otherwise against the Unit Owners and/or occupants involved and all costs incurred in said action including, but

not limited to, reasonable attorneys' fees and costs shall be the responsibility of the subject Unit Owner and shall constitute a lien against the Unit as provided in New Hampshire RSA 356-B.

- (viii) In the event of the death of a qualifying occupant, one may inherit the Unit but may not occupy the Unit unless one occupant is 55 years of age or older.
- (ix) The Board may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing For Older Persons Act of 1995 and New Hampshire Statutes and any regulation promulgated pursuant to either Law.

25. **Amendment.** These Rules may be revised in any way, at any time, by the Board as conditions warrant. Copies of the Rules and amendments thereto shall be furnished by the Board to each Owner prior to the time when the same shall become effective.

26. **Enforcement.** Except as may be specifically otherwise provided herein, violation of these Rules shall be enforced as follows:

First offense: A written warning will be sent from the Board, or the property manager on behalf of the Board, detailing the violation.

Second offense: A fine of \$50.00 will be assessed against the Unit of the offending resident.

Third and subsequent offenses: A fine of \$100.00 will be assessed the Unit of the offending resident. A fine of \$25.00 per day for continuing offenses may be substituted if the situation warrants it. The Board may also demand that the situation be remedied at the Unit Owner's expense. Examples of this could be removing a pet, or disassembling an unauthorized addition, if necessary.

Appeals. After receiving a written notice of violation, the Unit Owner may submit a request in writing to appeal the fine or notice. The Board is obligated to respond to the Unit Owner within thirty (30) days of the notice of appeal.

Failure to pay fines within thirty (30) days may result in a real estate lien being placed on the offending Unit for the fine, plus costs and attorneys' fees.

Date approved: February 21, 2022

Alice Love

Alice Love, President

The RiverWalk at Bedford Condominium Association

Edward M. O'Brien

Edward O'Brien, Treasurer

The RiverWalk at Bedford Condominium Association

THE RIVERWALK AT BEDFORD CONDOMINIUM ASSOCIATION
AGE CERTIFICATION FORM

Unit Address _____

The Undersigned BUYER/OWNER acknowledges that each unit of the Condominium is to be used for residential dwelling purposes and shall be occupied by persons 55 years of age or older in accordance with the provisions of the Condominium Trust Documents and consistent with the provisions set out in Housing for Older Persons Act of 1995 ("HOPA") and the rules issued by HUD. In accordance with Section 3.5.4.1 Elderly Housing Covenants of the Record Declaration of the Riverwalk at Bedford Condominium, the undersigned BUYER/OWNER hereby warrants and represents as follows:

BUYER/OWNER presently anticipates the following currently occupy or will occupy the Subject Unit:

1. Occupant: _____ Age: _____
Relationship to Buyer/Owner: _____
Document Provided: _____

2. Occupant: _____ Age: _____
Relationship to Buyer/Owner: _____
Document Provided: _____

3. Occupant: _____ Age: _____
Relationship to Buyer/Owner: _____
Document Provided: _____

4. Occupant: _____ Age: _____
Relationship to Buyer/Owner: _____
Document Provided: _____

Documentation from all owners and/or tenants as well as prospective buyers will be required. The US Department of Housing and Urban Development (HUD) defines appropriate documents for identification as: driver's license, passport, birth certificate, immigration card, military identification.

****Please provide a copy of only one (1) of the above documents to Management along with this completed certification of 55+ age qualifications form. ****