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**DECLARATION  
of  
THE RIVERWALK AT BEDFORD CONDOMINIUM**

This Declaration dated December 28<sup>th</sup>, 2015 by the several unit owners comprising the RIVERWALK AT BEDFORD CONDOMINIUM, (the "Declarant") located in Bedford, Hillsborough County, State of New Hampshire hereby supersedes the Declaration of Hawthorne Village Condominium recorded in the Hillsborough County Registry of Deed at Book 7284 Page 0534 et. seq. as the same has been amended and re-stated from time to time and pursuant to the First Amendment to the Re-Stated Declaration of Riverwalk at Bedford Condominium recorded in the Hillsborough County Registry of Deeds on 1-4-2016 at Book 8820 Page 560 terminating RIVERWALK AT BEDFORD CONDOMINIUM pursuant to NH RSA 356-b:34-a and creating THE RIVERWALK AT BEDFORD CONDOMINIUM:

1. Submission of Property The Declarant hereby submits the land located on Hawthorne Drive, Bedford, New Hampshire, and more particularly described in Appendix A-1 attached hereto ) the "Land" together with the buildings and all improvements heretofore or hereafter constructed thereon, and all easements, rights and appurtenances thereto described in said Appendix A-1, all of which are owned by the Declarant, to the provisions of the Condominium Act of the State of New Hampshire, Chapter 356-B of the Revised Statutes Annotated, in order to create a plan of condominium ownership in such property. The condominium shall consist of one, 3- story, 62 unit, "garden-style" building. The garden-style building has an underground heated garage and storage.

2. Definitions. As provided in RSA 356-B:12 I of the Condominium Act capitalized terms not otherwise defined herein or in the Bylaws shall have the meanings specified in RSA 356-B:3 of the Condominium Act. The following terms are expressly defined herein.

2.1 "Appendix A-1" means the description of Submitted Land, with any easement and rights thereon, and any appurtenances thereto, annexed to this Declaration as Appendix A-1 as amended from time to time. 62 garden-style residential units in a 3-story building are built on the Submitted land and are described in Appendix A-1.

2.2 "Appendix B" means the Bylaws of The Riverwalk at Bedford Condominium Association attached to this Declaration as Appendix B, as amended from time to time.

2.3 "Appendix C" means the List of Unit Mailing Addresses and Percentage Interest attached to this Declaration as Appendix C, as amended from time to time.

2.4 "Assessment" means that portion of the cost of maintaining, repairing, and managing the property, which is to be paid by the Unit Owner.

2.5 "Total Number of Units" means sixty-two (62) units is the total number of Units that may become part of the Condominium.

2.6 "Board of Directors" or "Board" means the board of directors of the Association.

2.7 "Bylaws" means the bylaws of the Association providing for the self-government of the Condominium attached to this Declaration as Appendix B as amended from time to time.

2.8 "Common Area" means all parts of the Land other than the Units, as more fully set forth in Article 3.5 of this Declaration, and includes the Limited Common Area.

2.9 "Condominium" means Riverwalk at Bedford Condominium, the condominium established by this Declaration, situate at 65 Hawthorne Drive, Bedford, and Hillsborough County, New Hampshire 03301, 03110 including the Land, all improvements thereon, easement rights, and appurtenances belonging thereon, as amended by addition or withdrawal, from time to time.

2.10 "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated (1984) as amended as of the date of this Declaration and as amended thereafter.

2.11 "Convertible Land" means a building site, which is or becomes a portion of the Common Area, within which additional units and/or Limited Common Area may be created in accordance with the Condominium Act, the Declaration and the Bylaws.

2.12 "Convertible Space" means a unit or units, which is or become a portion of the Common Area, which may be converted into a residential unit in accordance with the Condominium Act, the Declaration and the Bylaws.

2.13 "Declarant" means THE RIVER WALK AT BEDFORD CONDOMINIUM ASSOCIATION, with mailing address of 65 Hawthorne Drive, Unit 325, Bedford, New Hampshire 03110, and its successors and assigns as record owner of the Declarant's rights hereunder.

2.14 "Declaration" means the Re-Stated Condominium Declaration of The Riverwalk at Bedford Condominium, as amended from time to time.

2.15 "Land" shall mean the land situate off of Hawthorne Drive (to wit: Tax Map 24, Lot 1-2), Bedford, Hillsborough County New Hampshire described in the Submitted land described in Article 3.3, below and in Appendix A-1, together with all easements, rights, and appurtenances, but exclusive of improvements, as may be amended from time to time.

2.16 "Limited Common Area" means a portion of the Common Area reserved for the exclusive use of those entitled to the use of one or more, but not all, of the Units.

2.17 "Majority of the Owners" means the Owners of the Units to which more than fifty (50%) percent of the votes in the Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Association appertain.

2.18 "Manager" means the professional manager or managing agent employed by the Board to manage the Condominium.

2.19 "Mortgage" means a real estate mortgage.

2.20 "Mortgagee" shall mean the holder of a real estate mortgage.

2.21 "Owner" or "Unit Owner" means any natural person or persons or any entity holding a fee simple title to a Condominium Unit. No Mortgagee shall be deemed to be an owner until such Mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.

2.22 "Percentage Interest" or "Undivided Interest" means the interest of each Unit in the Common Area as set forth in Appendix C.

2.23 Plan(s) means the Condominium Site Plan, entitled "Tax Map 24 Lots 1-2-1 through 1-2-90 Subdivision Plan RIVERWALK AT BEDFORD CONDOMINIUM HAWTHORNE DRIVE, BEDFORD, N.H. Owned by ARBORS INDEPENDENT LIVING, LLC 70 HAWTHORNE DRIVE, BEDFORD, N.H. 03110 PREPARED FOR ARBORS INDEPENDENT LIVING, LLC" dated 2/6/2013 drawn by TF Moran, Inc., recorded in the Hillsborough County Registry of Deeds as Plan Number 38751.

Plans also refer to the condominium floor plans, entitled "THE RIVERWALK AT BEDFORD CONDOMINIUM", prepared by Udelsman Associates, dated 1/14/2015 and recorded in the Hillsborough County Registry of Deeds at Plan Number 38752.

2.25 "Rules" means those rules and regulations adopted from time to time by the Board of Directors relative to the use of the Condominium provided they are not in conflict with the Condominium Act, the Declaration, or the Bylaws.

2.26 "Site Plan and Floor Plan" or "Plans" means the plat of the entire Land described in the declaration and all floor plans attached hereto which are or are to be recorded in the Hillsborough County Registry of Deeds pursuant to the Declaration and the Condominium Act as amended from time to time.

2.27 "Town" means the Town of Bedford, Hillsborough County, New Hampshire or any of its political subdivisions, commissions, boards or the like as the context may require.

2.28 "Unit" means a unit as defined by the Condominium Act, used as a residence, which is bounded and described as shown on the Plans and as provided in Paragraph 3.4, at seq. hereof.

2.29 "Unit Owners" Association" or "Association" means The Riverwalk at Bedford Condominium Unit Owners Association, which is comprised of all of the Owners acting as a group in accordance with the Declaration, and/or the Bylaws.

3. Statutory Requirements. The following information is provided pursuant to the provisions of RSA 356-B:16 I.

3.1 Name. The name of the Condominium is The Riverwalk at Bedford Condominium.

3.2 Location. The condominium is located at 65 Hawthorne Drive, Bedford, Hillsborough County, New Hampshire 03110.

3.3 Description of Submitted Land. A legal description by metes and bounds of the Land submitted to the condominium along with all easements and rights and appurtenances thereto is contained in Appendix A-1. 62 garden-style residential units in a 3-story building are built on the Submitted land as described in Appendix A-1.

3.4 Description of Units,

3.4.1 Number of Units and Phases, There are a total of 62 residential units in the Condominium, consisting of (6 one-bedroom, 1.5 bath, and 56 two-bedroom, two bath) located in one, 3-story, Garden-style building built in one phase on the submitted land described in Appendix A-1.

3.4.2 Buildings. The Condominium consists of one, 3-story, 62 unit, "garden-style" building. The garden-style building will have underground heated garage and storage.

3.4.3. Garden-style building Unit Boundaries: The boundaries of units in the garden-style building with respect to floors, ceilings, walls, doors and windows thereof are as follows:

3.4.3.1. Lower Boundary (Lower Horizontal Boundary): The exterior surface of the lowest most concrete slab in the unit; except for non-first floor units whereby the lower horizontal boundary shall be the upper plane of the floor joists.

3.4.3.2. Upper Boundary (Upper Horizontal Boundary): The underside plane of the ceiling joists; except for the top floor units whereby the upper horizontal boundary shall be the plane of the underside of the roof rafters. Any insulation between the roof rafters shall be part of the unit.

3.4.3.3. Exterior/Perimeter Walls (Vertical Boundary): The inside plane of the wall studs making up the exterior and/or perimeter walls. Any insulation between the wall studs/supports shall be part of the unit;

3.4.3.4. Perimeter/Entrance Doors and Windows: To the exterior unfinished surface of all entrance doors and windows, including skylights, servicing the Unit, including all glass, window, window frame, window screen(s) and entrance door frames, door thresholds and door hardware (i.e. door handle, any peep hole, doorbell, locks, etc.) shall be part of the unit.

3.4.4. Each unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries, except any Common Area specifically described herein below which may be located therein. The finished interior surfaces of a Unit, consisting of inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, sub-flooring material (i.e. plywood), 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 each 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 shall also be deemed to own the vents of his Unit (which shall be each owner's responsibility to keep in good repair), the sinks, bathtubs and other plumbing facilities, refrigerator, stove and other appliances located in his Unit and serving

solely his Unit. The Owner of a Unit shall be deemed not to own any pipes, wires, cables, chutes, flues, conduits or other public utility lines, ventilation or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include any patio, porch, balcony or deck serving the Unit, which patios, porch, balcony or deck shall be Limited Common Area. Any mechanical equipment, including, but not limited to, any equipment necessary for any heating and air conditioning systems to function, wherever located, shall be part of the unit served.

#### 3.4.4.1 Horizontal Boundaries

- (a) Floor: The unfinished or undecorated interior surface of the lowermost basement floor.
- (b) Ceiling. The unfinished or undecorated interior surface of the uppermost ceiling,

#### 3.4.4.2 Vertical Boundaries

- (a) Perimeter Walls: the unfinished interior surface thereof.
- (b) Exterior Doors and Door Frames: as to the exterior doors, the unfinished or undecorated exterior surface thereof; and as to door frames the unfinished or undecorated interior surface thereof.
- (c) Windows and Window Frames: The finished or decorated exterior surfaces of windows and window frames.

3.4.5 Units. The Unit numbers and dimensions of each Unit are shown on the Site Plan and Floor Plans. Each unit has vinyl, clapboard and shingle style, and siding. Each unit has municipal water and sewer, natural gas from street, and electricity. Heat is gas-fired hot air with each unit having its own furnace and central air conditioner for that particular unit. Ability for cable hook-up is provided. Costs for fuel shall be the responsibility of each unit owner. The location and dimensions of the Units are shown on the Plans. Each of the Units is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited, or devised in the same manner as any other parcel of real property independent of the other individual Units, but subject to the restrictions contained herein, including without limitation, the age-restrictions contained in Article 3.5.4, et seq. Appendix C contains a list of all Units and their respective identifying numbers or Unit designations.

Each Unit shall include the portions of the building within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area described in Article 3.5 herein and below which may be located therein; to wit: the unit shall include 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, 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 such finished interior surfaces and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors, window frames (to the unfinished interior surface thereof), and doors connecting his Unit with the Limited Common Area reserved for his Unit, if any, and the sinks and other plumbing facilities, and any appliances that may be located in his Unit and serving solely his Unit.

The Owner of a Unit shall be deemed not to own the front porch, outside grounds or driveway, any pipes, wires, cables, chutes, flues, conduits, public utility lines, ventilation, or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. EXCEPT, HOWEVER each Unit Owner will own its own hot water heater, boiler, burner, heating and air-conditioning unit and the owner of such unit shall be responsible for maintenance and repair of it. Nor shall such boundaries include any patios, decks, screen porches, and steps leading to them, if any, serving the Units, which patios shall be Limited Common Area.

### 3.5 Description of Common Area and Limited Common Area

3.5.1 Common Area consists of the entire Land other than the Units that may appear on the Plans, and also consists of those portions of the garden-style building that are not Units, and includes, but not by way of limitation:

parking spaces and areas not assigned as Limited Common Area, sidewalks, lawns, gardens, shrubbery and other plantings, walkways and other land and interest in land included in the description in Appendix A-1;

the water supply, sewerage, electrical, telephone systems, fire alarm and security systems serving the Condominium to the extent said systems are located within the Land and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

the roofs, foundations, columns and supports of the building, the perimeter walls, ceilings and floors bordering each Unit to the unfinished interior surfaces thereof;

the pipes, ducts, flues, chutes, conduits, plumbing wires, meters, meter housing and other facilities, not owned by the supplier of the facility, for the furnishing of utility services or waste removal not located within a Unit and such facilities located within a Unit, which serve parts of the Condominium other than the Unit within which they are located;

all other parts of the Condominium including personal property acquired by the Association necessary or convenient to its existence, maintenance and safety, or normally in common use and including any other easements set forth in Appendix A-1.

The grounds, gardens, walkways, benches, outside lighting, signage, underground irrigation system, and any other parking space which is not limited common area appurtenant to a Unit.

The Common Area: kitchen, library/office area, beauty salon, exercise room, game room, common living room, foyers, utility rooms and space, and hallways;

### 3.5.2 Limited Common Area consists of the following:

Any screened porches, patios or decks, and steps leading to them, adjacent to a Unit(s) which as shown on the Plans bear the same number as the Unit (s) are the Limited Common Area of the Unit (s) so designated. The remaining portion of any parking areas, driveways, entranceways, steps, stairways, stairway landings and halls not part of a Unit, which serve only one or more, but not all, of the Units are Limited Common area of the Units(s) served.

Each garden-style unit shall have one designated parking space in the underground heated garage. A Unit Owner may purchase additional parking spaces, but a Unit Owner may purchase no more than one additional parking spot.

Any Limited Common area not specifically designated with a Unit number on the Plan is Limited Common Area for the exclusive use of the Unit(s) to which it is adjacent or which it serves exclusively. Each Limited common area is owned in common by the Owners, but is restricted to the use and benefit of the Unit(s), which it serves.

3.5.3 General Use. The use of the Common Area shall be limited to the owners in residence, to their tenants in residence and to their guests, invitees and licensees. The use of each Limited Common Area shall be further restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his (their) guests, Invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and the Limited Common Area shall be governed by the Bylaws, the Rules and the Resolutions. Owners of the Unit shall be responsible, pursuant to the Bylaws, Rules and Resolutions, for any damage to the Unit or Common Area or Limited Common Area by their guests, invitees, and licensees.

### 3.5.4 AGE RESTRICTION.

3.5.4.1 Elderly Housing Covenants. The Condominium is age restricted in accordance with applicable elderly housing ordinances of the Town of Bedford and Site Plan approval for this Condominium. Specifically, it is intended for and shall be used for residential use by persons over fifty-five (55) years of age and their families. The following covenants are hereby adopted which shall bind each and every Owner of a Unit:

a. The Condominium shall be maintained in compliance with United States federal law chapter 42 U.S.C., Para 3601, et seq, NH RSA 354A:15 and Hum 302.03.

b. Each Unit shall 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 the age of 21 years of age. Notwithstanding the foregoing, in the event that (i) a Unit is occupied by two (2) persons, one of whom is at least fifty-five (55) years or older and the other is not, then in the event that the person fifty-five (55) or older dies, the survivor may continue to occupy the Unit. Upon any resale or other transfer of the Unit by the survivor, if the survivor is the Unit owner, or by the Unit Owner if the survivor was a non-owner occupant, the Unit shall subsequently be occupied at least by one (1) person who is at least fifty-five (55) years or older. Furthermore, in the event that a Unit is sold or conveyed by foreclosure sale, deed in lieu of foreclosure, or equivalent transaction, it may be conveyed to a person who lives at the Unit and who has not attained the age of fifty-five (55) years; provided that any resale or other transfer of the Unit by such person shall require that the Unit be

occupied by at least one (1) person who is at least fifty-five (55) years or older. Notwithstanding the foregoing, at any one time, no more than a cumulative total of twenty five percent (25%) of the Units in the Condominium may be occupied solely by persons who are under the age of fifty-five (55) as a result of the aforementioned exceptions.

c. Twenty-three (23) of the Units (identified in Appendix C of this Declaration) shall further be subject to, and the deed shall contain, restrictions so that the Units will be restricted to occupancy by persons having a household income which is not greater than eighty percent (80%) of the area median income for houses of various sizes (AMI) established by the U.S. Department of Housing and Urban Development (or other comparable agency if such agency no longer exists) for the metropolitan statistical area which included the Town of Bedford, New Hampshire for a period of thirty (30) years from the date of Town approval of the Condominium.

d. Occupancy on a permanent basis shall be deemed to be any occupancy in a Unit by a person for more than thirty (30) consecutive days or more than sixty (60) non-consecutive days in any one calendar year.

e. With respect to any conveyance or transfer of a Unit, the prospective transferee(s) of the Unit shall execute and deliver to the Association affidavits confirming that such transferee(s):

(i) will comply with the aforementioned age requirements and affordable housing requirements if the Unit is so restricted as set forth in this section,

(ii) will only resell or transfer the Unit to someone who will agree to meet the age requirements and affordable housing requirements, if appropriate and

(iii) will ensure that during his or her period of ownership of the Unit, there shall be at least one (1) person permanently residing in the Unit of age fifty-five (55) years or older.

f. The covenants and restrictions set forth in this section shall run to the benefit of the Association and each and every Owner, any of whom may enforce the same by proceedings at law or in equity, which proceedings may seek the remedies of specific performance and mandatory injunction. The full text of the age requirements shall be included in each and every deed of a Unit and the covenants concerning affordable housing shall be included in the so-designated Units. In addition, the Town of Bedford shall have the right to inspect or review all records of the transaction to determine compliance with the age requirements and affordable housing requirements required as a condition of approval by the Town.

3.5.4.2 FACILITY MANAGER. The Condominium Association shall, as part of the management of the facility, provide for a designated Facility Manager who shall be accessible 24 hours a day, seven days a week. The Facility Manager shall fulfill its tasks on-site as needed.

a. Hire employees and contract for services, as needed

b. Manage common area maintenance DELETE: , including trash bag pick-up from each unit for storage in trash room for trash service pick-up; and

3.5.4.3 MANDATORY OPTIONAL SERVICES - Mandatory Options Services shall be:

a. Meal Services - A listing of Association Board of Directors approved "Recommended Food Service Providers" shall be made available to all owners. Costs for this service shall be borne by the individual Unit owner

b. Laundry Services - A listing of Association Board of Directors approved "Recommended Laundry Service Providers" shall be made available to all owners. Costs for this service shall be borne by the individual Unit owner

c. Housekeeping - A listing of Association Board of Directors approved "Recommended Housekeeping Service Providers" shall be made available to all owners. Costs for this service shall be borne by the individual Unit owner.

d. Transportation - A listing of Association Board of Directors approved "Recommended Transportation Service Providers" shall be made available to all owners. Costs for this service shall be borne by the individual Unit owner.

e. Personal Response/ Medical Response system: - A listing of Association Board of Directors approved "Recommended Personal Response/ Medical Response System Providers" shall be made available to all owners. Costs for this service shall be borne by the individual Unit owner.

f. Security - Garden-style building entry will be gained through main facility entrance via security card or by authorization from a resident of the Condominium per audio-visual intercom at the entrance, which system shall be part of the common area. The cost of maintenance this security system provided herein shall be a common area expense paid through the monthly condominium fees to each unit owner. Common area portions of these security systems will be managed and coordinated by the Facility Management. The cost of security system maintenance provided herein shall be a common area expense paid through the monthly condominium fees to each unit owner.

3.5.4.4 ADDITIONAL SERVICES. Upon direction of the majority of the Board of Directors of the Association additional services may also be provided to the unit owners and costs for these additional services shall be paid by the unit owners directly to the provider unless otherwise determined by the Board of Directors of the Condominium Unit Owner's Association.

3.5.4.5 MINIMUM INTERRUPTION OF SERVICES. The Facility Manager may not be terminated for longer than a 24-hour period. If the Facility Manager is terminated, the Condominium Association shall secure a new Facility Manager within said 24-hour period.

3.6 Rear Deck, Porch, Patio. Any deck, porch or patio attached to and servicing one particular unit; shall be maintained, repaired, and replaced at the sole cost and expense of the particular Unit owner of the unit that it is attached to.

3.7 Subsequent Assignment of Common Area as Limited Common Area. Except as provided in this Declaration and the Condominium Act regarding the conversion of Convertible Land or Convertible Space, no Common Area may be subsequently assigned as Limited Common Area.

3.8 Allocation of Percentage Interests. An equal undivided interest in the Common Area shall be allocated to each Unit as described in Appendix C.

3.9 Statement of Purposes and Restrictions of Use. The condominium and each of the Units are primarily intended for residential use and the following provisions, together with the provisions of the Bylaws, the Rules and the Resolutions are in furtherance of this purpose. Each Unit shall be occupied and used only for residential purposes by the owner and his family, or by tenants, guests, invitees or licensees of the owner. This restriction shall not be construed to prohibit owners from leasing their Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

3.10 Easements for Structural Encroachments.

3.10.1 None of the rights and obligations of the Owners created herein or in any deed conveying a Unit from the Original Declarant or Declarant to a purchaser thereof shall be altered in any way by encroachments as a result of construction, reconstruction, repair, renovations, restoration or replacement of any structure or improvement, or due to settling or shifting of any land, structure or improvement. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or owners.

3.10.2 Easements for Pipes, Ducts, Cables, Wires, Conduits, Utility Lines, and Other Common Area Located Inside of Units and support. Each Unit Owner shall have an easement in common with the Owners of all other units to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cable, wires, conduits, utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein or elsewhere in the buildings. Every portion of the Unit, which contributes to the structural support of a building, shall be burdened with an easement of structural support for the benefit of all other Units and the Common Area.

3.10.3 Easement for Water and Sewer Pipes in End Units. Each end Unit (being a Unit located at either end of a building such that it has three exterior walls) shall be burdened and subject to an easement to allow the placement and maintenance of water and sewer main pipes servicing that particular building, which pipes shall be common area. The Board of Directors shall have a right of access to each such end Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Area contained therein.

3.11 Units Subject to Declaration, Bylaws, Rules and Resolutions.

3.11.1 The Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time, all contain or will contain certain restrictions as to use of the Units or other parts of the condominium. The Board of Directors Association is empowered to adopt and amend, from time

to time, rules and regulations concerning the use of the Condominium, which rules and regulations shall not be violated.

3.11.2 All present or future Unit Owners, tenants and occupants of Units, or any other person who might use the facilities of the Land in any manner are subject to the provisions of the Declaration, the Bylaws, the Rules and the Resolutions. The acceptance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Declaration, the Bylaws, the Rules and the Resolutions, as they may be lawfully amended from time to time are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

3.11.3 Failure to comply with the Declaration, Bylaws, Rules or Resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief or for any other remedy available at law or in equity, maintainable by the Association, or by its Board of Directors or any Manager on behalf of the Association or in the proper case, by one or more aggrieved unit owners on their own behalf or as a class action. All such actions, in law or at equity (except as appropriate for such action of Unit owners) shall be authorized by Resolution of the Board of Directors and whosoever maintains such action shall be entitled to recover all reasonable costs and expenses of such actions, including reasonable attorneys' fees.

3.11.4 The Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time, are also expressly declared to be for the benefit of the Town of Bedford, the Bedford Sewer Commission, the Bedford Water Precincts and any other commission, board and/or agency of the Town of Bedford, and may be enforced by an action at law or in equity by the Town of Bedford or an appropriate commission, board, agency or officer of the Town of Bedford. The Town City shall have reasonable access to the premises, or any part thereof, for such inspection as may be needed to enforce the Declaration, the Bylaws, the Rules and the Resolutions, as amended from time to time. If the Town City maintains such an action and prevails, it shall be entitled to recover all reasonable costs and expenses of such an action, including reasonable attorneys' fees.

### 3.12 Easements for Ingress and Egress and Use.

3.12.1 Each Unit Owner shall have an easement in common with the owners of all other Units for ingress and egress through, and use and enjoyment of; all Common Area by persons lawfully using or entitled to same. Each Unit and Common Area shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Area by persons lawfully using or entitled to same, including without limitation employees and other agents of utility companies in performance of their duties.

3.12.2 The Board of Directors, if any, or if not, the Association, shall have the right to grant permits, licenses and easements over the Common Area for the installation, construction, maintenance, repair and replacement of utilities and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

3.12.3 The Town of Bedford, its employees, agents or representatives shall have the right to enter onto all Common Area for the purpose of providing emergency services, including but not limited to police, fire and ambulance service to the Unit Owners and for the purpose of inspection,

installation, maintenance, repair and replacement of the water supply, sewerage and drainage systems and any other utilities servicing the Condominium, together with the inspection of all structures and other improvements on the Land.

3.12.4 Property Subject to Covenants, Easements and Restrictions of Record. The submission of the property is subject to any covenants, conditions, easements and restrictions of record.

3.12.5 Lateral and Subjacent Support. Each Unit and Common Area shall have and be subject to an easement for lateral and subjacent support from every other Unit and Common Area.

#### 4. Insurance and Determination of Action Following Casualty Damage.

4.1 General Insurance Provisions. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent postage prepaid by United States mail to all unit owners and eligible mortgagees at their respective last known addresses.

4.2 Specific Provisions. To the extent reasonably possible, insurance policies required and obtained under this article shall provide the following:

4.2.1 The insurer waives the right to subrogation under the policy against a unit owner or member of the household of a unit, owner:

4.2.2 An act or omission by a unit owner, unless acting within the scope of the unit owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

4.2.3 If, owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance;

4.2.4 Loss must be adjusted with the Association;

4.2.5 Each unit owner shall be an insured person under the policy with respect to liability arising out of the unit owner's interest in the Common Area or membership in the Association;

4.3 Annual Review. The Board shall review with the insurer or insurance agent, at least annually, the types and amounts of coverage under any insurance policies obtained pursuant to this article. The Board is further authorized to obtain appraisals periodically for the purposes of establishing full replacement value and actual cash value of any of the properties-insured under this article. The Board shall send written notice of the obtaining of any insurance under this article, or of any subsequent change or termination of that insurance to each unit owner and to each eligible mortgagee.

4.4 Insurance Payable to the Board. Insurance proceeds payable under any policy of casualty insurance obtained under this article shall be payable to the Board of Directors as insurance trustee to be held in trust for each unit owner and such unit owner's mortgagee.

4.5 Deductible. The maximum deductible for insurance policies obtained under this article shall be Ten Thousand Dollars (\$10,000.00) or One Percent (1%) of the policy face amount, whichever is less. Of the deductible portion, One Thousand Dollars (\$1,000.00) per unit owner affected shall be paid by each of the, unit owners suffering the loss. The difference between the policy deductible and the said \$1,000.00 per unit owner affected shall be paid by the Association as a common expense.

4.6 Premiums. Premiums for insurance obtained under this article shall be a common expense.

4.7 Obligation to Repair. In the event of damage to any portion of the condominium by fire or other casualty, the proceeds of the Master Casualty Policy shall, pursuant to RSA 356 B:43, of the Condominium Act, be used to repair, replace or restore the structure or Common Area damaged unless the Unit Owners vote to terminate the Condominium pursuant is to RSA 356-B:34 of the Condominium Act.

4.8 Attorney-in-fact. The Board of Directors is hereby irrevocably appointed the attorney-in-fact for each Owner of a Unit, and for each Mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under such policy, or otherwise resulting from such damage, and to execute and deliver releases upon the payment of claims. The procedure for making repairs after such damage is specified in the THE RIVERWALK AT BEDFORD CONDOMINIUM Bylaws.

4.9 Unit Owner's Insurance.

4.9.1 Each unit owner, at that owner's own expense, shall obtain additional property insurance with Special Broad Form Coverage covering any of the property, whether real or personal, of the unit owner that is not covered by the insurance obtained by the Board. Each unit owner shall also obtain and maintain a policy of general liability insurance for that owner's benefit.

4.9.2 Each unit owner shall notify the Board of Directors within five (5) days after the commencement of construction of any improvements to his unit, which exceed a total value of Two Thousand Dollars (\$2,000.00). Upon receipt of such notice, the Board shall notify the Association's insurer of such improvements. The Board of Directors is hereby authorized to make a special assessment against that unit owner for any increased insurance premium for the insurance maintained by the Association due to the improvements made by the unit owner. In the event the unit owner does not notify the Board of Directors of the improvements, that unit owner shall bear the entire risk of loss for all improvements made to that unit that were not the subject of notice to the Board.

4.9.3 No unit owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount of insurance that the Board of Directors, on behalf of all of the unit owners, may realize under any insurance policy that the Board of Directors may have in force covering the condominium or any part thereof at any time. In the event there is any such decrease in the amount of the Association's insurance coverage due to such coverage obtained by an individual owner, any proceeds from the insurance obtained by that individual owner shall be

assigned to the Board as insurance trustee to the extent that any such policy does, in fact, result in a decrease in such Association coverage.

4.10 Insurance to be Obtained. The Board of Directors shall obtain and maintain at all times insurance of the types and kinds provided for herein and including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other property similar to the condominium in construction, design, and use.

4.11 Property Insurance. Property insurance with Broad Form Special Coverage insuring the buildings and common area of the Condominium, and the fixtures, installations, or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of individual condominium units initially installed or replacements thereof, in accordance with the original condominium plans and specifications, or as installed by or at the expense of the unit owners. Such insurance shall be in an amount at least equal to the full replacement value of the real property insured or the actual cash value of any personal property insured hereunder.

4.12 Public Liability Insurance. Public liability insurance in such amounts as the Board may from time to time determine but in no event shall the limits of liability be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage. Any insurance obtained hereunder shall name as the insured, the Association, any officer or member-of its Board of Directors while acting within the scope of their duties, any employee of the Association while acting within the scope of the employee's duties, any manager of the Association, and each unit owner, but only with respect to that unit owner's liability arising out of the ownership, maintenance, or repair of that portion of the condominium which is not reserved for that owner's exclusive use or occupancy. Such policy shall contain cross liability coverage with respect to liability claims of anyone Insured thereunder against any other insured.

4.13 Fidelity Insurance. Comprehensive commercial crime coverage or a blanket fidelity bond shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The insurance or bond obtained hereunder shall name the Association as insured or obligee and shall cover the maximum funds that will be in the custody of the Association or any manager at any time while the insurance or the bond is in force, and in no event less than the sum of three months assessments plus reserve funds. The policy or bond shall include a provision that calls for at least thirty (30) days written notice to the association and to each eligible mortgagee before the same can be cancelled or substantially modified for any reason, except that coverage under said Insurance or bond may be deemed terminated as to any employee as soon as the Insured shall learn of any dishonest or fraudulent act on the part of such employee, provided such termination is without prejudice to the loss of any property then in transit in the custody of such employee.

4.14 Workers' Compensation Insurance. The Board shall, as needed; obtain workers' compensation insurance to meet the requirements of the laws of the state of New Hampshire.

4.15 Directors' and Officers' Liability Insurance. The Board shall, to the extent the same is available, obtain and maintain directors' and officers' liability insurance covering all of the directors and officers of the Association in such limits as the Board may, from time to time, determine.

4.16 Other Insurance. The Association may obtain and maintain other insurance, which the Board considers appropriate to protect the Association or the unit owners.

4.17 Procedures in the Event of Damage or Destruction.

4.17.1 Duty to Restore. A portion of the Condominium for which insurance is required under the Condominium Act, or for which Insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be statute or municipal ordinance governing health or safety; or
- (c) Eighty Percent (80%) of the unit owners, including each owner of a unit or assigned limited common area that was not built, vote not to rebuild.

4.17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves, not including any insurance policy deductible, shall be a common expense except for repairs or replacement of improvements to individual units, notice of which was not given to the Board of Directors.

4.17.3 Plans. The Condominium must be repaired and restored in accordance with either, the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of the unit owners, and fifty-one percent (51%) of eligible mortgages.

4.17.4 Replacement of Less Than Entire Property. The insurance proceeds attributable to the damaged common area shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium. Except to the extent that other persons will be distributes, (i) the insurance proceeds attributable to a unit and limited common area that are not rebuilt must be distributed to the owner of the unit and the owner of the unit to which the limited common area was allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds must be distributed to each unit owner or lien holder as their interests may appear, in proportion to the common area interests of all the units. If the unit owners vote not to rebuild a unit; the undivided interest in the common area appertaining to such unit shall be reallocated in the same manner as if the unit had been taken by eminent domain and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

4.17.5 Insurance Proceeds. The trustee or if there is no trustee, then the Board of Directors of the Association, acting by the President shall hold any insurance proceeds in trust for the Association, unit owners, and lieu holders as their interests may appear. Subject to the provisions of sub-Articles 4.17.1 of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

4.17.6 Certificates by the Board. The trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) Whether or not damaged or destroyed property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

4.17.7 Certificates of Ownership. If payments are to be made to unit owners or mortgagees, the Board, and the trustee, if any, shall obtain and may rely upon an attorney's certificate of title based on a search of the records in the County Registry of Deeds from the date of recording of the original Declaration stating the names of the unit owners and the mortgages.

5. No Partition, Revocation, Subdivision, or Relocation of Unit Boundaries. The Common Area shall remain undivided and no Unit Owner or any other Person shall bring any action for partition or division thereof; nor shall the Common Area be abandoned by act or omission, unless the condominium is terminated pursuant to RSA 356-B:34 of the Condominium Act., nor shall any subdivision of Units take place, nor shall any Unit Boundary be relocated.

6. Consent of First Mortgagees. Except as provided in the Condominium Act in the cases of condemnation or substantial loss to the Units and/or Common Area, and notwithstanding any other provision of the Declaration, Bylaws, Rules or Resolutions, unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Owners and the Association shall not be entitled to:

6.1 By act or omission seek to abandon or terminate the condominium regime;

6.2 Except as hereinbefore provided for in the Condominium Act, change the prorated interest or obligations of any Unit:

6.2.1 for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or

6.2.2 for determining the prorata share of each Unit in the Common Area;

6.2.3 Partition or subdivide any Unit,

6.2.4 Except as hereinbefore provided for Convertible Land and Convertible Space, amend, modify or otherwise change any rights or obligations under this Declaration or the Bylaws.

6.2.5 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common area by the Condominium, the granting of easements as described in Articles 3.9, et seq., and Article 5, et seq herein and the dedication of Common Areas as provided in any other Article of this Declaration, shall not be deemed a transfer within the meaning of this clause. Further, the transfer of convertible land to the Declarant referenced in this Declaration shall not be deemed a transfer within the meaning of this clause.); or

6.2.6 Use hazard insurance proceeds for losses to the Condominium (whether to Units or to Common area) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area.

6.2.7. Priority of First Mortgages. No provision of the Declaration, the Bylaws, the Rules or the Resolutions shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of first Mortgagees of the Condominium Units pursuant to their first Mortgages in the case of the distribution to Unit Owners of insurance proceeds amounts to be paid upon liquidation of the Condominium or condemnation awards for losses to, or a taking of; Units, and/or the Common area or any portions thereof.

## 7. Contracts, Leases.

7.1 Notwithstanding any provision in the Declaration, the Bylaws, the Rules or the Regulations, to the contrary, neither Declarant nor the Board of Directors may bind the Association, prior to passage of control of the Condominium to that Association, to any contracts or leases (including management contracts) unless the Association is provided a right of termination of any such contract or lease, without cause, exercisable without penalty at anytime after transfer of control, upon not more than ninety (90) days notice to the other party thereto.

7.2 All leases or rental agreements for any Unit shall be in writing, shall be specifically subject to the constituent documents and this Declaration, and shall be for a period of not less than thirty (30) days.

8. FHLMC and FNMA Provisions. Notwithstanding anything to the contrary contained elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify Mortgages of Units in THE RIVERWALK AT BEDFORD CONDOMINIUM for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to Federal National Mortgage (FNMA) under laws and regulations applicable thereto, to wit:

8.1 A first Mortgagee of a Unit shall, at the request of such Mortgagee, be entitled to written notification of: (i) any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, which is not cured within sixty (60) days; (ii) any condemnation or loss which affects a material portion of the Property or such Unit on which such first mortgage holds a first mortgage lien; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iv) any action for which the consent of the first mortgagees is required;

8.2 First Mortgagees of Units shall have the right to examine the books and records of the Directors upon sixty (60) day written request.

8.3 No provision of any Deed or the Declaration shall be deemed or construed to give a Unit Owner or any other party priority over any rights of first Mortgagees of Units pursuant to their Mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for loss to or a taking of Units and/or common elements.

8.4 Any agreement for professional management of the Condominium or any other contract providing for Declarant or Association must provide for termination on ninety (90) days written notice, and a maximum contract term of (2) years.

9 Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

10. Notice of Proceedings. For the purpose of providing notice to certain individuals of proceedings before the Town of Bedford Planning Board, Zoning Board of Adjustment and any other commission board, and/or agency of the Town of Bedford or the like, as the context may require, the providing of notice to the Association, the Board of Directors or the presiding officer of the Association shall be deemed notice to each and every owner and/or resident of the Condominium.

11. Amendment of Declaration and Bylaws.

11.1. Except as noted elsewhere in this section, the consent of owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated shall be required to amend the Declaration and Bylaws.

11.2 Termination of Association. Except as hereinbefore provided for Convertible Land and Convertible Space and except as otherwise provided in the Condominium Act and in this Declaration, and except as limited by Article 3.5.4 of this Declaration, the following shall apply to the amendment of the condominium documents. The consent of owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is now or may at any time hereafter be defined in the FNMA Conventional Home Mortgage selling Contract Supplement) on Units which have at least seventy-five percent (75%) of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium, including termination after substantial destruction or condemnation.

11.3 The consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

11.3.1 Voting;

11.3.2 Assessments, assessment liens or subordination of such liens;

11.3.3 Reserves for Maintenance, repair and replacement of the Common Areas (or Units if applicable);

11.3.4 Insurance or Fidelity Bonds;

- 11.3.5 Rights to use Common Areas or Limited Common Area;
- 11.3.6 Responsibility for maintenance and repair of the several portions of the Condominium;
- 11.3.7 Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project; Boundaries of any Unit
- 11.3.8 The interests in the Common Areas or Limited Common areas;
- 11.3.9 Convertibility of Units into Common Area or of Common Area into units;
- 11.3.10 Leasing of Unit estates;
- 11.3.11 Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit
- 11.3.12 Any provisions that are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first Mortgages on Units;
- 11.3.13 A decision by the Association to establish self-management when an eligible mortgage holder had required professional management;
- 11.3.14 Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

11.4 Any eligible mortgage holder that does not deliver or post to the Association a negative response within thirty (30) days of a written request by the Association for approval of any addition or amendment pursuant to Paragraphs 6, 9 and 11 of this Declaration shall be deemed to have consented to the addition or change set forth in such a request. An affidavit by an officer of the Association making reference to this Article, when recorded at the Hillsborough County Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the applicable provisions hereof.

11.5 Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, is or the owner of rights to expand the Condominium, convert Convertible Space, or convert Convertible Land, no amendment to this Declaration, Bylaws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such Unit or Units, or which would interfere with the expansion of the Condominium, or the conversion of Convertible Land or Convertible Space.

11.6 A modification or amendment of the Declaration or Bylaws shall become affective only when it has been duly evidenced in accordance with the provisions of RSA 356-B:34 IV of the condominium Act.

12. Owner's Obligation to Repair.

12.1 Owner's Obligation. Each owner shall, at his own expense, keep his condominium unit and its alterations, appliances, fixtures, and improvements, including all partitions, windows, and doors, and other items that are not Common Area and are located within the boundaries of his unit in good order, condition, and repair. Each owner shall immediately notify the Board or its agents of any damage to or malfunction of any facilities for the furnishing of utility services or waste removal, which are Common Area within his unit.

12.2 Board's Right to Make Repairs. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any unit or Limited Common Area to inspect the same, to remove violations therefrom, or to perform any repair, maintenance, or construction for which the Board is responsible and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, or by any two or more Unit Owners acting as a group, to enter any condominium unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of The Condominium. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby or expenses in connection therewith shall be repaired or satisfied by the Board out of the Common Expenses unless such emergency repairs are necessitated by the negligence of one or more unit Owners, in which case the negligent unit Owner or Unit Owners shall bear the expense of such repairs. In the event an owner fails to make repairs to, his unit after thirty (30) days written notice of the need for the same as given to him by the Board, the Board may enter the unit and make such repairs, the full expense of which shall be borne by said owner.

12.3 Evidence of Insurance. No owner shall permit any repair or other work in his unit by anyone unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workmen's compensation insurance in forms and amounts which are satisfactory to the Board, and unless such repair or other work is performed in compliance with governmental laws, ordinances, rules, and regulations.

13. Prohibition against structural changes by owner. No owner shall, without first satisfying the requirements regarding repair, or other work set forth in Paragraph 12, and; in addition, obtaining the written consent of the Board;

13.1. Make or permit to be made any structural alteration, improvement, or addition in or to his Condominium unit or in or to any other part of The Condominium;

13.2 Tamper with any bearing wall or take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building or any other structure in The Condominium;

13.3 Impair any easement or right or personal property, which is a part of The Condominium;

13.4 Paint or decorate any portion of the exterior of the building or any other structure in The Condominium or any Common Area therein.

14. Assessments.

14.1 Each unit Owner shall pay all Common Expenses assessed against him, all expenses for which he is liable, and all other assessments made against him by the Board in accordance with the terms of the Declaration and By-Laws and all expenses so incurred and sums so assessed but

unpaid shall be secured by a lien as provided in RSA 356-B:46. No owner shall convey, mortgage, sell, or lease his Condominium unit unless and until he shall have paid in full to the Board all such expenses theretofore incurred and sums theretofore assessed by the Board against his Condominium Unit, which are due and unpaid. Any unit Owner or purchaser of a Condominium Unit, having executed a contract for the disposition of said Condominium Unit, shall be entitled upon request to a recordable statement, signed by the Treasurer of the Association, setting forth the amount of the unpaid assessments currently levied against that Condominium unit. Such request shall be in writing and shall be directed to the Board of Directors. The statement shall be binding on the Association, the Board of Directors and every unit owner. Payment of a fee not exceeding Twenty Dollars (\$20.00) may, be required as a prerequisite to the issuance of such a statement. A purchaser of a Condominium Unit shall be liable for the payment of any such expenses or assessments against said Condominium Unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such expenses or assessments are, then due, except that an institutional mortgagee or other purchaser at the foreclosure sale of said institutional mortgage or the grantee in a deed in lieu of such foreclosure shall not be liable for the payment of expenses or assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid expenses and assessments becoming due thereafter.

14.2 The Board of Directors Association shall have the right to charge interest at eighteen (18%) per annum for unpaid Common Expenses or other expenses or assessments from the due date as well as a \$25.00 late charge on any amount so overdue or late. In addition, it shall have the right to charge Unit Owners no more than \$25.00 for each duplicate billing charges plus other costs, including attorney's fees in the event the Association is required to proceed with collection to obtain payment of such expenses. A lien may be exercised for any unpaid Common Expense or other expenses or assessments or costs after thirty (30) days from the due date. The lien for unpaid Common Expenses or other expenses or assessments once perfected, shall have the priority set forth in RSA 356-B:46, I. The lien, including interest, costs and reasonable attorney's fees may be foreclosed in the mannr provided by the laws of the state of New Hampshire for the foreclosure of power of sale mortgages, or by suit brought in the name of the Board of Directors, acting on behalf of the Association. The suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be available without bringing suit, to recover a money judgment.

14.3 The annual assessment may be increased by vote of the Unit Owners, as hereinafter provided, for each next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Subject to the limitations in this Article, and the periods herein specified, the Association may change the maximum and basis of the assessments fixed herein prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the votes of the Unit Owners at a meeting duly called for this purpose, written notice of which meeting shall be sent to all Unit Owners in accordance with RSA 356-B:37.

15. Invalidity. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision, condition, covenant, or restriction hereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording the Declaration, void, voidable or unenforceable as being contrary to any applicable law or ordinance, the Declarant, its successors and assigns and all

persons claiming by, through or under this Declaration, the Association, unit owners and Declarant, or their successors and assigns, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Declaration thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendment and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of this instrument.

16. **Obligation to Complete.** Once a particular phase is started, the Declarant, and its successors and assigns to the Development Rights of such phase, has the obligation to complete only that single, particular phase.

17. **Waiver.** No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant; condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any assessment from a unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

18. **Gender and Number.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine, masculine and neuter gender and the use of the singular shall be deemed to refer to the singular and plural, whenever the context so requires.

19. **Limitation of Liability Relating to Unit Owners.** The Unit Owners shall not assume responsibilities or any liability of the Declarant as defined in this Declaration or in New Hampshire RSA 356-B. This limitation includes though is not limited to any warranty associated with the construction and sale of condominium units to consumer purchasers.

20. **Liability of the Board.** Members of the Board shall not be liable to the unit for any mistake of judgment; negligence, or other except for their own individual willfulness, misconduct or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of The Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is permissible for the members of the Board, who are Directors or Officers of the Declarant; to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is intended that the members of the Board shall have no personal liability, other than as Unit Owners, with respect to any contract made by them on behalf of The Condominium, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is also intended that the personal liability of each Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the, interests of all the unit Owners in the Common Area (except that the personal liability of unit Owners who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the By-Laws shall not

be so limited). The provisions of this Article do not apply to and shall not preclude claims for property damage and personal injury by unit Owners against the Board or any other insured under the liability insurance required by this Declaration and the Bylaws.

21. Enforcement. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the Condominium Residency Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Residency Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the unit Owners, or in a proper case, by an aggrieved Unit Owner.

22. Site and Floor Plan References. The site and floor plans are or will be recorded at the Hillsborough County Registry of Deeds.

23. By-Laws. The By-Laws shall be as set forth in Appendix B attached hereto. The By-Laws may be amended as set forth therein or in the Act at any meeting of the Association provided a copy of the proposed amendment has been included in the written notice of the meeting as provided for in RSA 356-B:37. Any amendment shall be effective upon recording in the Hillsborough County Registry of Deeds. Where a conflict exists between the Bylaws and this Declaration, the Declaration shall be controlling.

24. Cross Easement Agreement and Joint Use Agreement. The Riverwalk at Bedford Condominium was a portion of a condominium known as Riverwalk at Bedford Condominium created by Declaration of Hawthorne Village Condominium dated July 22, 2004, recorded in the Hillsborough County Registry of Deeds in Book 7284 Page 0534 as amended and restated from time to time. Riverwalk at Bedford was terminated pursuant to an Amendment to Re-Stated Declaration of Riverwalk at Bedford Condominium recorded in Book 8820 Page 560 in the Hillsborough County Registry of Deeds and two separate condominiums were created namely The Riverwalk at Bedford Condominium by the recording of this Declaration and Carriage Homes of Bedford Condominium by the recording of a Declaration in Book \_\_\_\_\_ Page \_\_\_\_\_ in the Hillsborough County Registry of deeds at or near even date. To provide for use, repair and replacement of common facilities in the two resulting Condominiums, The Riverwalk at Bedford Condominium and Carriage Homes of Bedford Condominium have entered into a Joint Use Agreement and Cross Easement Agreement at or near even date and to be recorded herewith. The terms of the Joint Use Agreement and Cross Easement Agreement as they may be amended from time to time are hereby incorporated as an integral part of this Declaration.

IN WITNESS WHEREOF,

This Declaration of THE RIVERWALK AT BEDFORD CONDOMINIUM is executed this  
28<sup>th</sup> day of December, 2015.

By: Robert R. Flegal  
Robert R. Flegal, President  
The Riverwalk at Bedford Condominium

Date: 12-28-15

By: Edward N. O'Brien  
Edward N. O'Brien, Treasurer  
The Riverwalk at Bedford Condominium

Date: 12-28-15

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Then personally appeared before me the above named Robert R. Flegal duly authorized  
President of The Riverwalk at Bedford Condominium and Edward N. O'Brien duly authorized  
Treasurer of The Riverwalk at Bedford Condominium known to me or satisfactorily proved to be  
the same and acknowledged that they executed the within instrument, for the purposes proven  
therein contained for and on behalf of The Riverwalk at Bedford Condominium this 28<sup>th</sup>  
day of December, 2015.

Dated: December, 28<sup>th</sup>, 2015

/seal/

Brittany L. Rosemond  
Notary Public/~~Justice of the Peace~~  
Name: Brittany L. Rosemond  
commission expires: 1-15-2019



**APPENDIX A-1**

**THE RIVERWALK AT BEDFORD CONDOMINIUM**

SUBMITTED LAND

Legal Description-Lot 24-1-2

A certain parcel of land situated on the westerly sideline of Hawthorne Drive, in the Town of Bedford, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at a granite bound to be set on the westerly sideline of Hawthorne Drive at the northeasterly corner of the herein described Lot 24-1-2, being also the southeasterly corner of Lot 23-7; Thence

S13°00'42"E by the westerly sideline of Hawthorne Drive a distance of 174.62 feet to a granite bound to be set; Thence

Southerly by the westerly sideline of Hawthorne Drive along a curve to the right, having a radius of 250.00 feet, a length of 175.54 feet to a granite bound to be set; Thence

S27°13'11"W by the westerly sideline of Hawthorne Drive a distance of 108.40 feet to a granite bound to be set; Thence

Southwesterly by the westerly sideline of Hawthorne Drive along a curve to the left, having a radius of 792.50 feet, a length of 35.84 feet to a granite bound at Lot 24-1-5; Thence

S61°55'52"W by Lot 24-1-5 a distance of 52.24 feet to an iron rod; Thence

S83°59'56"W by Lot 24-1-5 a distance of 346.21 feet to an iron pipe at Lot 24-1-1; Thence

N25°15'48"W by Lot 24-1-1 a distance of 359.12 feet to an iron rod at Lot 24-98-6; Thence

N21°16'18"W by Lot 24-98-6 a distance of 115.00 feet to a point at Lot 23-7, which is S71°46'00"W a distance of 1.00 feet from an iron pipe; Thence

N81°10'24"E by Lot 23-7 a distance of 640.18 feet to the point of beginning.

Containing 260,379 S.F.+/- or 5.9775 Acres +/- and being shown as Lot 24-1-2 on a plan by TFMoran Inc. entitled "Tax Map 24 Lots 1-2-1 through 1-2-90 Subdivision Plan Riverwalk at Bedford Condominium Hawthorne Drive, Bedford, NH Owned by / Prepared for Arbors Independent Living, LLC February 6, 2013" and last revised 6/2/15 and recorded in the Hillsborough County Registry of Deeds as Plan # 38751.