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**DECLARATION OF CONDOMINIUM  
RIVERS EDGE AT BRENTWOOD CONDOMINIUM  
BRENTWOOD, NEW HAMPSHIRE  
An Age-Restricted Development**

Rivers Edge Brentwood, LLC, a New Hampshire limited liability company, having a mailing address of P.O. Box 334, Stratham, New Hampshire ("Declarant"), does hereby declare:

Whereas, Declarant is hereby establishing a condominium under New Hampshire law of up to twenty (20) residential units on land in Brentwood, County of Rockingham, State of New Hampshire, which units shall be age-restricted such that at least one resident in each Unit shall have attained the age of at least fifty-five years, subject to the provisions of this Declaration; and

Now therefore, Declarant declares, as follows:

1. **Submission of Property.** In order to create a plan of condominium ownership in such property, the Declarant hereby submits the land located in Brentwood, Rockingham County, New Hampshire, and more particularly described in Exhibit A hereto ("Land"), together with the buildings and other improvements heretofore or hereafter constructed thereon, and all easements, rights, improvements and appurtenances thereto described or referenced in Exhibit A-1, all of which are owned by the Declarant, and subject to all encumbrances as described or referenced in Exhibit A-1 to the provisions of the Condominium Act. The units hereby submitted as of the date of the recording of this Declaration are units 34-1, 34-2, 34-3, 34-4, 34-5, 34-6, 34-7, 34-8, 34-9, 34-10, 34-11, 34-12, 34-13, 34-14, 34-15, 34-16, 34-17, 34-18, 34-19, and 34-20. Every unit is intended to contain a freestanding dwelling structure. The total number of units declared are twenty (20).

2. **Definitions.** As provided in Section 12 (I) of the Condominium Act, capitalized terms not otherwise defined herein or in the By-laws attached hereto as Exhibit C, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein:

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- A. "Board of Directors" or "Directors" or "Board" means the board of directors, or directors of the Unit Owners' Association.
- B. "By-laws" means the By-laws provided for the self-government of the Condominium attached hereto as Exhibit C, as amended from time to time. The By-laws address matters regarding the unit owners' association, operation of the condominium, insurance, maintenance, repairs and reconstruction, common expenses and other matters.
- C. "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(H) of this Declaration and in the Plans, and includes the Limited Common Area.
- D. "Condominium" means "Rivers Edge at Brentwood Condominium", the condominium established by this Declaration, as it may be amended by phasing and/or the inclusion of additional land. "Condominium Documents" means this Declaration, By-laws, rules and regulations adopted by the Board and organizational documents for the Unit Owners' Association.
- E. "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.
- F. "Land" shall have the meaning set forth in Paragraph 1 above and as described on Exhibit A and subject to the matters listed on Exhibit A-1.
- G. "LCA" means the building envelope within which the building portion of a Unit will be constructed and includes the yard Limited Common Area as defined herein and in the plans. As used herein, the terms "LCA" and the term "Unit" as defined in the Act mean the same thing and are used interchangeably. The precise location of the LCA associated with each Unit is as shown on the Site Plan of the Condominium.
- H. "Majority of the Owners" means the Owners of the Units to which more than fifty percent (50%) of the votes in the Unit Owners' Association appertain. Any specified percentage of the Owners means the Owners of Units to which the specified percentage of the votes in the Unit Owners' Association appertain.
- I. "Owner" or "Unit Owner" means any Person or Persons who holds or hold fee simple title to a Unit. No mortgagee shall be deemed an Owner until such mortgagee has acquired such title pursuant to foreclosure or any procedure in lieu of foreclosure.
- J. "Percentage Interest" or "Undivided Percentage Interest" means the interest of each Unit in the Common Area as set forth in Exhibit B hereto.

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- K. "Registry" means the Rockingham County Registry of Deeds.
  - L. "Property" means the Land and the buildings and all other improvements heretofore and hereafter constructed thereon, and all easements, rights and appurtenances thereto all articles of personal property intended for common use in connection therewith which are submitted to the Condominium Act by this Declaration, as amended from time to time.
  - M. "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 By-laws.
  - N. "Site Plan" or "Plans" means the site plans of the entire Property, and any revisions thereof, and all building and floor plans relative thereto, recorded in the Registry simultaneously herewith or recorded (i) subsequently pursuant to Section 20 of the Condominium Act, or (ii) subsequently for the purpose of amending any previously recorded site plan or floor plan. Site Plans may be amended as additional Units are added. The current Site Plans are referenced in Exhibit A and are incorporated herein by reference.
  - O. "Unit" means a unit as defined by the Condominium Act, which is bounded and described as shown on the Plans of the Condominium and in Exhibit B hereto and as provided in Paragraph 3(d) hereof. All Units are deemed an "age-restricted Unit" provided, however, that at all times, notwithstanding passage of title to any Unit or Units by operation of law to persons none of whom have attained the age of at least fifty-five years or otherwise as provided for herein, at least 80% of the Units within this condominium shall be occupied by at least one person age 55 years or older this condominium under the provisions of RSA 354-A:15, and the Rules of the New Hampshire Commission for Human Rights (Hum.302). As used herein, LCA and Unit mean the same thing and are used interchangeably.
  - P. "Unit Owners' Association" or "Association" means all of the Owners acting as a group in accordance with this Declaration and By-laws.
3. **Statutory Requirements.** The following information is provided pursuant to provisions of Section 16 of the Condominium Act:
- A. Name: The name of the Condominium is "Rivers Edge at Brentwood Condominium".
  - B. Location: The Condominium is located off Pickpocket Road in Brentwood, Rockingham County, New Hampshire.
  - C. Description of Land: A legal description by metes and bounds of the Land

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submitted to the Condominium is contained in Exhibit A.

- D. Description of Units: The Condominium contains twenty (20) Units. Each Unit consists of an area identified and defined by vertical boundaries as shown on the plans, and as further delineated on as-built site plans, which will be recorded at the time of the initial conveyance of each Unit. Within each LCA shall be constructed and maintained a single residential "Dwelling" structure. Except for such Common Areas as may be located within the LCA, all land and improvements within the vertical boundaries defining the LCA shall belong to and are part of the Unit.
- E. 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. Annexed hereto and made a part hereof as Exhibit B is a list of the Units, their respective identifying numbers or Unit designations, and the undivided percentage interest in the Common Area appurtenant to each.
- F. Unit Boundaries: The plans show the locations and dimensions of the Units and Common Areas and roadway comprising the property. There are no horizontal boundaries to the Units. The vertical boundaries for each LCA shall consist of the vertical planes, which extend indefinitely above and below the perimeter border of each LCA as such perimeter border is shown on or defined by the plans. Each Unit includes all improvements located within its boundaries as described herein and the space enclosed by said boundaries, except any Common Area, which may be located therein.
- G. Each LCA to include a dwelling: Each LCA shall contain within its boundaries a single-family dwelling and related appurtenances, which may include attached garage, porches, decks, three- season rooms and patios ("Dwelling"). No unit shall be offered for sale, except to a successor to the Declarant, deemed to be the Declarant under 356-B:3 XIII of the Act, unless:
- (i) A Dwelling has been constructed within such LCA and is ready to be occupied; or
  - (ii) There is or will be at the closing with respect to such LCA, a contract acceptable in all respects to the Declarant between the unit owner and the building contractor, providing for the construction of a Dwelling within such LCA. For any LCA offered for sale within which a Dwelling has not been constructed, no Dwelling may be constructed without the Declarant's prior written approval as to the design, materials and location within the LCA. This approval shall be required regardless of whether the Declarant possesses any



future interest in or control over the Condominium.

H. Description of Common Area and Limited Common Area.

(i) Common Area consists of the entire Property other than the Units and includes, but is not limited to:

(a) the Land, and the walks, shrubbery and other plantings, driveways, parking areas and other interests in land described in Exhibit A hereto but specifically excluding the interior roadway providing access to the Units from Pickpocket Road, which interior roadway is expected to be deeded to the Town of Brentwood at such time the Town of Brentwood accepts the interior roadway as a public way;

(b) the water supply, sewage disposal, electrical, telephone and other utility systems serving the Condominium to the extent said systems are located within the Property and are not owned by the supplier of the utility service (but not including any portions thereof contained within and servicing a single Unit);

(c) the pipes, conduits, plumbing, wires, meters, meter housings and other facilities 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, if any;

(d) any other amenities constructed or to be constructed on the land except Units; and

(e) all other parts of the Condominium, including personal property acquired by the Association, necessary or convenient to its existence, maintenance or safety or normally in common use, and including any easements serving the Property set forth in Exhibit A hereto.

(ii) Yard Areas included within LCA.

(a) The yard areas within each LCA are for the exclusive use and enjoyment of the Unit owner and occupants of the Unit to which it appertains. No fencing, statues, debris, storage items or structures may be placed in any LCA other than the unit dwelling structure. Only lawn furniture and portable grills may be placed in the exterior portion of the LCA. No landscaping changes shall be made to any LCA without the express written consent of the Association, excepting that a Unit owner may maintain flowerbeds or gardens or both provided they are located such that no special equipment or services are required to maintain the rest of the yard area. Only flowers, garden plants, and low-growing plants or shrubs shall be planted in any flowerbed or garden. The Unit owner is

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responsible to keep such flowerbed or garden or both, as the case may be, clean and weeded.

(iii) Use. The use of the Common Area shall be limited to the Owners and to their tenants in residence, and to their guests, invitees and licensees. The use, including responsibilities for maintenance and repair, of the Common Area and yard portion of each LCA, shall be governed by the By-laws and the Rules as adopted and amended from time to time by the Board of Directors. For the purpose of assuring harmonious and non-offensive uses, the use of Common Areas may be subject to regulations adopted from time to time by the Declarant or Association.

- I. Additional Assignment of Limited Common Area. There shall not be any assignments of common areas as Limited Common Areas without the written consent of all then Unit owners and Declarant if fewer than twenty units have been conveyed.
- J. Allocation of Percentage Interests. Each Unit is allocated the undivided interest in the Common Area based on the proportionate Value of each Unit. Value is based on the criteria in Section 356-B:3.XXXI of the Condominium Act. The percentage interest of each Unit is shown on Exhibit B.
- K. Statement of Purposes and Restrictions of Use. The Condominium and each of the Units are intended primarily for residential use and the following provisions, together with the provisions of the By-laws, are in furtherance of this purpose:
  - (i) Elderly Housing. The Units declared hereunder are hereby declared to be "Elderly Housing" under the provisions of RSA 354-A:15, and the Rules of the New Hampshire Commission for Human Rights (Hum.302) which provide that if at least 80% of the Units within this condominium are intended for and occupied by at least one person age 55 years or older this condominium is exempted from the New Hampshire Law Against Discrimination. The Declarant hereby states that every Unit is restricted to occupancy at all times by at least one person aged 55 or older. Acknowledging that there may be instances where occupancy of a Unit by at least one person aged 55 or older may be temporarily discontinued due to death or otherwise as provided for below, at all times at least 80% of the Units shall have an occupant aged 55 or older resulting in at least 80% of the Units qualifying at all times as "Elderly Housing" under RSA 354-A:15 and Hum.302. In addition to the restrictions on use and occupancy otherwise provided hereunder, the Declarant hereby establishes certain special use and conveyancing restrictions so as to qualify the Units as Elderly Housing Units.

- (a) The use and occupancy of each Unit shall be by at least one person age 55 or older. No person under the age of eighteen (18) years old shall reside in any Unit. Provided, however, that the following conditional

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exceptions shall apply:

(1) In the event of the death of one occupant which shall result in the use and occupancy by person(s) who have previously occupied a Unit and who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that Unit at which time the use and occupancy by at least one person age 55 or older must be re-established.

(2) In the event of (a) divorce, (b) legal separation or (c) abandonment by a person in relationship with other occupants of an age-restricted Unit which shall result in the use and occupancy by person(s) who have previously occupied that age-restricted Unit who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that Unit, at which time the use and occupancy shall be by at least one person age 55 or older must be re-established.

(3) The term "abandonment" shall mean an uninterrupted and permanent cessation of occupancy and residency. The terms "person in relationship with other occupants of a Unit" shall mean either a person who has a direct familial relationship with any other occupant, or who has cohabited with another person in common residency.

(4) At the time of the transfer of the ownership of each Unit and when the occupancy of a Unit changes, the transferee and/or occupant of such Unit shall be required to file at that time an Affidavit with the Board of Directors of the Association, attesting to the fact that the occupation of that Unit shall be in conformity with the age condition imposed herein. The name of the person over 55 years of age who occupies or will occupy the Unit shall be stated on the Affidavit and proof of such age, reasonably satisfactory to the Association, shall be attached to the Affidavit. The Affidavit shall be signed under penalties of perjury.

(b) No rental, lease or other tenancy shall be made or entered into unless at least one of the Lessees occupying the Unit shall be at least 55 years of age or older and unless such rental, lease or tenancy shall be for a period of at least six (6) months.

(c) Except as provided under (1) and (2) above, no guest(s) or other invitee(s) under the age of 18 years of age shall be permitted to occupy any Unit for a period of more than one (1) month in any twelve

(12) month period, excepting that a primary caregiver may reside in a Unit for a longer period of time. No such occupancy shall occur unless at least one person aged 55 or older shall also inhabit the Unit at the same time as such guest, invitee, relative or caregiver.

(d) The above restrictions shall be binding upon the Declarant, the Declarant's Grantees and shall run with each Unit as a permanent restriction until and unless at least 75% of the Unit Owners within the Condominium shall vote to eliminate these restrictions, and the appropriate Board(s) or Agency(ies) within the Town of Brentwood, New Hampshire, shall have approved elimination of such zoning and site planning designations by reason of a change to the Zoning Ordinance and/or approval of the Brentwood Planning Board which would allow for such elimination. There shall be no modification or elimination if to do so would be in violation of applicable law, regulation or ordinance. Any such documents effecting such elimination shall be recorded at the Rockingham County Registry of Deeds.

(e) In the event of a violation of any of the conditions set forth in this Section 3(k)(i), the Declarant or the Association shall, (after a thirty (30) day written notice to cease the violation), enforce the restriction in any Court of competent jurisdiction. The Court shall have the ability to enforce all equitable or legal remedies deemed appropriate, including but not limited to the requirement that the Unit be sold or where appropriate, person(s) be evicted. All costs, including legal fees shall be recoverable by the successful moving party against the Unit Owner and shall be deemed a charge against the Unit, recoverable by the Association as a lien under By-laws and this Declaration. Furthermore, in the event that the occupancy of any Unit shall be established in apparent conformity with this Declaration, but which occupancy was not intended for permanent qualification, but rather as subterfuge, the above remedies shall apply and be available.

An example of an instance where this provision would apply would be any circumstance where a Unit is initially occupied for a short period of time by a person age 55 or older who then moves out, leaving occupants of school or college age as occupants, without a resident age 55 years or older, or any equivalent or similar circumstance, or any circumstance which is determined to be a willful attempt to evade the purposes of the above age restrictions. Pursuant to RSA 354-A: 15 and New Hampshire Human Rights Commission Rule 302.03, the Declarant hereby establishes and declares that as part of this Condominium, the Declarant or the Board of Directors of the Association, shall provide or make available to the Unit Owners significant services and facilities specifically designed to meet the physical or social needs of older persons.

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The Board of Directors shall from time to time adopt policies and procedures to implement the services and facilities, which services and facilities will include such of the following as is necessary and appropriate to keep the Condominium in compliance with HUM302.03:

- a. Programs designed to provide a social life for residents;
- b. Continuing education programs of interest to Unit Owners;
- c. Information and counseling services;
- d. Recreational programs;
- e. Homemaker services;
- f. Services designed to assist residents with the maintenance and upkeep of building and grounds;
- g. Accessible physical environment;
- h. Emergency and preventive health care programs; or
- i. Referral services.

The above list of services and facilities shall not be exclusionary. The Board of Directors may provide other services or facilities designed to comply with the provisions of Hum.302.03 in addition to or in substitution for any of the items on the above list.

(f) Any cost(s) of the above services shall be borne by the Unit Owners within the condominium as part of the Common Expenses, or by the individual Unit Owners, whichever shall be determined appropriate by the Board of Directors.

- L. Easement to Facilitate Completion and Sales. Declarant shall be deemed to be the Owner of any Units which have been completely constructed but not sold and conveyed and all rights are reserved which are necessary for the construction and completion of buildings, Units, infrastructure and other improvements created hereafter in subsequent phases. Declarant and its duly authorized agents, representatives (including independent contractors), successors and assigns, may make such reasonable use of the Condominium as may facilitate the completion of construction of both Units and Common Area, and the sale and conveyance of unsold Units. This includes, without limiting the generality of the foregoing, the right to enter all Units and Common Area for construction purposes, and the right to store materials, maintain a sales office, a rental office and/or a model Unit, to show the property and to display signs and all rights necessary for the construction and completion of buildings, Units, infrastructure and other improvements created hereafter in subsequent phases.

In addition, Declarant and its agents, representatives (including independent contractors) and assigns shall have the right to use any and all unsold and unconverted Unit or Units as sales offices and model Units.

Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and not parts of the Common Area. The Declarant shall have the absolute right to convey or lease such Units. Further, the Declarant reserves the right to enter into certain agreements with other Owners who may agree to lease their Units to the Declarant for use by the Declarant as model Units and/or sales offices.

- M. Easements for Structural Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. 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. Each portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units in the Common Area.
- N. Pipes Ducts. Cables. Wires. Conduits. Public Utility Lines and other Common Area Located Inside of Units; 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 Areas located in any of the other Units, which serve his Unit. Each Unit shall be subject to an easement in favor of the Owners of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, utility lines and other Common Area serving such other Units and located in such Unit. The Board of Directors 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 building.
- O. Owners Subject to Declaration, By-Laws and Rules. This Declaration, the By-Laws, the Rules to be adopted by the Board of Directors, and decisions and resolutions of the Board of Directors or its representatives, as lawfully amended from time to time all contain, or will contain certain restrictions as to use of the Units or other parts of the Condominium. All present or future Owners, tenants and occupants of Units, or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration, the By-laws and the Rules. The acceptance of a deed to, or the occupancy of, any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and the Rules, 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

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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.

- P. Compliance and Enforcement of Declaration, By-laws and Rules. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Declaration, By-laws and Rules and any such decisions and resolutions resulting therefrom a failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief. All such actions in law or at equity by the Association may be authorized by resolution of the Board of Directors, and the Association shall be entitled to recover all reasonable costs and expenses of such actions, including attorneys' fees, all as more particularly set forth in the By-laws.
- Q. Condominium Subject to Easements for Ingress and Egress and Use. Subject to the provisions of the Declaration, the By-laws and the Condominium Act, each 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, except Limited Common Areas. Each Owner's right and interest in the Common Area shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Areas by all persons lawfully using or entitled to the same.
- R. Property Subject to Matters of Record. The submission of the Property to the Act as provided for herein is subject to all covenants, conditions, easements, and restrictions of record, including without limitation those that are set forth or referred to in Exhibit A.
- S. Reservation of Utility and Construction Easements. The Declarant reserves on behalf of itself, its successors, and assigns, perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of all utility services necessary or desirable in connection with construction of Units and the operation of the Condominium, including water, sewage disposal, telephone, gas and electrical systems, all for the benefit of the respective Unit Owners. This reservation includes the right to convey such easements directly to suppliers and/or distributors of such utility services. Declarant also reserves on behalf of itself, its successors, and assigns, all easements and other rights (including rights of entry, alteration and connections) for the installation, construction in the Common areas of Units and infrastructure for those Units to be constructed.
- T. Determination of Action Following Casualty Damage. In the event of damage to any portion of the Condominium by fire or other casualty, the proceeds of the master casualty insurance policies maintained by the Association shall, pursuant to Section 43 (III) of the Condominium Act, be used to repair, replace or restore such damaged portion, unless the Unit

Owners vote or agree to terminate the Condominium pursuant to Section 34 of the Condominium Act. The Board of Directors is hereby irrevocably appointed the agent for each Owner and for each mortgagee of a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under any such policy and to execute and deliver releases upon the payment of claims.

4. **Relocation of Unit Boundaries and Subdivision of Units.** No Unit may be divided or subdivided into a smaller Unit and no Unit or portion thereof shall be added to or incorporated into another Unit.

5. **Amendment of Declaration.** Except as otherwise provided in the Condominium Act and elsewhere in this Declaration and By-laws, this Declaration and By-laws may be amended by agreement of at least 75% of the Owners, provided, however, that

- A. any such amendment shall be executed by such 75% of the Owners or by the president and Treasurer of the Association accompanied by a certification of vote of the Clerk;
- B. evidence of such amendment shall be duly recorded at the Registry pursuant to Section 34 IV of the Condominium Act;
- C. so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could interfere with the construction, sale, lease or other disposition or use of such Units;
- D. no such amendment shall be contrary to the provisions of the Condominium Act; no such amendment shall affect any rights reserved to the Declarant herein or in the Bylaws without the written consent of the Declarant; and
- E. any such amendment shall have been approved in writing by the specified percentage of mortgagees holding first mortgages on Units, as required by the provisions of Paragraph 7(c) hereinbelow.

Notwithstanding anything to the contrary contained herein, the Declarant reserves the right and power (but shall have no obligation), at any time and from time to time until the Declarant no longer owns any Unit or right to construct any Unit, to record a special amendment to this Declaration and the By-Laws at any time, without the consent of the Association or the Unit Owners, in order to:

- (i) make clerical or factual corrections to the By-Laws or this Declaration, including, without limitation, clerical or factual corrections to the plans and provisions relating to any appurtenance to any Unit or any description of or percentage interests appurtenant to any Unit,

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(ii) conform the By-laws and this Declaration to the requirements of FNMA, FHLMC, the Condominium Act and other applicable statutes, regulations and ordinances and any and all governmental approvals, permits, orders and decisions, which enable the development of the Condominium and obtain governmental approvals of the Condominium Documents and condominium registration, and/or

(iii) insert herein and in the By-laws such provisions as may be required to qualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA), or to induce FHLMC and FNMA to make, purchase, sell, insure, or guarantee first mortgages of Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by and granted to the Declarant to vote in favor of a deed, mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such special amendment.

6. **FHLMC and FNMA Compliance.** Notwithstanding anything to the contrary elsewhere in the Condominium Instruments, 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 Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, and until such time thereafter as amended in accordance with paragraph 6 hereinabove, to wit:

A. A first mortgagee of a Unit in the Condominium shall, at its request, be entitled to written notification from the Directors of any of the following:

(i) A condemnation or loss which affects a material portion of the Property or such Unit on which such first mortgagee holds a first mortgage lien;

(ii) A delinquency by a mortgagor of such Unit in this performance of such mortgagor's obligations under this Declaration and the By-laws which is not cured within 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) Any action for which the consent of the first mortgagees is required pursuant to this Declaration.

B. Any first mortgagee of a Unit in the Condominium who obtains title to the Unit pursuant to the 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

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mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

- C. Except as provided in the Condominium Act in the cases of condemnation or substantial loss to the Units and/or Common Area, unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) and 51 % of the first mortgagees (based upon votes appurtenant to Units subject to such mortgages) have given their prior written approval, the Owners and the Association shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium;
  - (ii) change the Percentage Interests or obligations of any Unit for purposes of
    - levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or
    - determining the pro rata share of ownership of each Unit in the Common Area;
  - (iii) partition or subdivide any Unit;
  - (iv) 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 Declarant or the Association shall be not deemed a transfer within the meaning of this clause);
  - (v) use hazard insurance proceeds for losses to the Property (whether to Units or to Common Area) for other than the repair, replacement or reconstruction of such Property; and
  - (vi) amend, modify or otherwise change any rights or obligations under this Declaration or the By-laws.
- D. First mortgagees of Units shall have the right to examine the books and records of the Association.
- E. An adequate reserve fund for maintenance, repairs and replacements of any Common Area, which must be replaced on a periodic basis, shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

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- F. No provision of this Declaration, the By-laws, or the Rules shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board of Directors of the Association, as trustee for the Owners and their mortgagees, pursuant to Sections 1 (a), 1 (b) and 3(a) of Article VI and Section 2(b) of Article VII of the By-laws shall not be deemed to constitute a "distribution to Owners" within the meaning of this Paragraph.
- G. This Declaration and the By-laws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Directors of the name and address of the first mortgagee of such Unit, and shall file a conformed copy of the mortgage with the Directors.
- H. If FHLMC or FNMA holds any interest in one or more mortgages of Units, the Board of Directors shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, such insurance other than that which may be required by Article VI of the By-laws in such amounts and containing such terms, as may be required from time to time by FHLMC or FNMA.
- (i) No amendment to the Declaration for relocation of boundaries of Units or subdivision of Units shall be effective unless approved in writing by 67% of the Owners.
7. **No Revocation or Partition.** Except as provided elsewhere in this Declaration as to the construction of additional Units or as to the designation of Limited Common Areas, the Common Area shall remain undivided and no 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 Section 34 of the Condominium Act.
8. **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 of this 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, covenant and agree that any future amendments or supplements to the said

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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. It is covenanted and agreed that any such amendments 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.

9. **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon notice to be given within a specified period) irrespective of the number of violations or breaches which may occur.

10. **Gender.** The use of the masculine gender herein shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

11. **Declarant's Reserved Rights to Construct additional Units.** The Declarant hereby reserves the right to construct the buildings being the Units referenced on Exhibit C, as is described below:

- A. The Condominium currently includes the Units, if any, as shown on the Plans described in Exhibit B attached hereto and made a part hereof. This Paragraph 11 sets forth the procedures whereby the Declarant reserves the right and easement to amend this Declaration, without the need for the consent (except as in said Paragraph 11 already granted) or signature of any Unit Owner, any person claiming by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party, so as to construct all Units referenced in Exhibit C in the Condominium.

Declarant reserves the right to select which dwellings are constructed, where within the "LCA" on the Plans such dwellings are to be located, the order in which the dwellings are constructed, and whether all dwellings are actually constructed, which right the Declarant reserves, without the need for the consent or approval of any unit owner or mortgagee.

The Declarant makes no assurances that the dwellings constructed in the future will be similar in terms of size and appearance to those then-currently existing. However, the principal materials to be used, the architectural style, the quality of construction of structures will be compatible.

- B. One dwelling structure may be built within the bounds of each separate LCA area as shown on the Plans.

In order to permit and facilitate such development, the Declarant, itself and its successors and assigns, hereby expressly reserves the right and easement to

construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:

- (i) One dwelling structure within each LCA.
- (ii) Additional roads, drives, parking spaces and areas, garages, walks and paths.
- (iii) New or additional fences or decorative barriers or enclosures, decks, terraces, patios, yard houses, outbuildings, and other structures of every character.
- (iv) New or additional conduits, pipes, flues, wires, poles, drainage facilities and other installations or facilities for the furnishing of utility services or waste removal.
- (v) All and any other buildings, structures, improvements, grades and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to itself in this Declaration.

- C. Ownership of each Unit and all appurtenances thereto, shall remain vested in the Declarant. The Declarant shall have the right to sell and convey the said Units of the Condominium without accounting to any party with respect to the proceeds of such sales.
- D. Except as limited by law or as hereinafter expressly limited as to time and the maximum number of Units, the Declarant's reserved rights and easements to construct one dwelling within each LCA, together with improvements to the LCA, shall be unlimited.
- E. The Declarant shall have no obligation to construct all the dwellings allowed to be constructed pursuant hereto.
- F. The following subparagraphs (i) through (iv) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph:

(i) Location of Future Improvements. The Site Plan Approval and applicable Town of Brentwood Land Use Regulations shall limit the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph.

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(ii) Maximum Number of Dwellings Which May be Constructed. The Declarant may not construct more than a total of twenty (20) residential Dwellings.

(iii) Types of Dwellings Which May be Constructed. The Declarant reserves the right to change the type of construction and architectural design of currently unconstructed dwellings on each LCA, provided, however, the construction of all future dwellings must be of comparable quality to the initially constructed dwellings. The Declarant shall not be limited to construction of any specific type of dwelling style and there shall be no limit (other than that imposed by applicable Federal, state or local law and regulation) on the size, layout and design of future Units.

(iv) Right to Designate Limited Common Areas. The Declarant reserves the right and easement to designate certain portions of the Common Areas as Limited Common Areas for the exclusive use of a certain Unit or Units.

12. **Maintenance and Repair.**

- A By The Association: Except as otherwise provided below, the Association shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a person gaining access with said Owner's actual or implied consent, in which case such expenses shall be charged to such Owner) of all the Common Area, whether located inside or outside the Units, the costs of which shall be charged to all Owners as a Common Expense, including, but not limited to, all lawn mowing of Common Areas and yard area of each Unit and the repair, reconstruction and snow removal from all roads, driveways, parking areas and walks located within each LCA, on the Property.
- B By the Owner: Each Owner shall be responsible for the maintenance, repair and replacement, at his or her own expense, of his or her Unit, and any part thereof, including but not limited to, the exterior of the Unit, including without limitation, siding and roofing, window and door glass, all interior walls, finished interior surfaces of walls, ceilings and floors, kitchen and bathroom fixtures and appliances, and heating and air conditioning, plumbing and electrical systems. Each Owner shall keep the interior of his or her unit and its equipment and appurtenances in good order and condition, and shall do all redecorating, painting and refinishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit. Each Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board, or the Manager, any defects or need for repairs for which the Association is responsible.

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- C Manner of Repair and Replacement: All repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacements done by the Board shall be determined by the Board.
- D Failure of Owner to Perform Maintenance: In the event that any Owner shall fail to properly maintain his or her Unit, the Board upon providing the Owner with not less than thirty (30) days written notice (except in the event of emergencies where the Board may act immediately without notice, or with such lesser notice as may be reasonable), shall perform such maintenance. The Board shall bill the Owner for the cost of all such maintenance performed by the Board on the Owner's behalf, which bill shall be due and payable immediately upon receipt. Such bills shall constitute a special assessment against the Unit Owner.

13. **Additions, Alterations or Improvements by Board.** Whenever in the judgment of the Board the Common Area shall require additions, alterations or improvements for which a reserve has not been established, the Board shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than Twenty-Five Thousand Dollars (\$25,000.00) during any period of twelve (12) consecutive months or for which a reserve has been established, may be made by the Board without approval of the Owners and the cost thereof shall constitute part of the Common Expense. Notwithstanding the foregoing, if in the opinion of not less than two-thirds (2/3) of the members of the Board such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of an Owner or a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board.

14. **Additions, Alterations or Improvements by Owners.** No Owner shall make any other addition, alteration or improvement in or to his or her Unit, which affects the structural integrity or external appearance of the Unit without the prior written consent thereto of the Board. No Owner shall paint in a different color, decorate or otherwise change the external appearance of his unit, including the doors and windows, without the prior written consent thereto of the Board. The provision of this section shall not apply to Condominium Units owned by the Declarant until such units have been initially conveyed by the Declarant.

15. **Insurance.**

- A Insurance Required. Pursuant to Section 43 of the Condominium Act, the Board shall obtain:

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i. a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of any Common Area structure within the Condominium, specifically excluding the Dwelling Units located on each building envelope (each Dwelling Unit is to be insured by the Owner of the Unit) in the name of the Unit Owners' Association, for the use and the benefit of the individual Owners and their mortgagees;

ii. a master liability policy covering the Association, the Board, the Manager, and agents or employees of the foregoing with respect to the Condominium, and all Owners and other persons entitled to occupy any portion of the Condominium, including what is commonly known as "officers and directors liability" insurance coverage;

iii. fidelity bonds covering the Board, the Unit Owners' Association and any management agent, if required; and

iv. such other policies as specified hereinbelow, which insurance shall be governed by the following provisions to the extent obtainable or possible:

(a) 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) for bodily injury and property damage per occurrence, insuring the Association against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. The insurance, however, need not insure against individual liability for negligence occurring within a unit or within the Limited Common Area to which a unit has exclusive use.

(b) Workmen's compensation insurance as required by law.

(c) Such other insurance as the Board may determine.

B General Insurance Provisions.

i. The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under section A above, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies. Said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under section A (i) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such section.

ii. The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under section A above:



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- a. shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud;
- b. shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";
- c. shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control;
- d. shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of units in the Condominium;
- e. shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and
- f. shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

iii. The Board shall be required to make every effort to see that all policies of liability insurance provided for under Article VI, Section 1 above: (i) shall cover all common areas, public ways, and any other areas under the supervision of the Association, and any commercial spaces owned by the Association, even if leased to others; (ii) shall provide coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the common Area; (iii) shall provide coverage for any legal liability resulting from lawsuits relating to employment contracts in which the Association is a party; (iv) shall, if they do not include "severability of interest" clauses, provide that no Unit Owner's claim will be denied because of negligent acts of the Association or other Unit Owners; and (v) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder and all first mortgagees of Units named in the policies.

iv. The Association's fidelity bond required above should name the Association as obligee. The management agent's required fidelity bond should name the Association as an additional obligee. Both bonds must provide that they may not be cancelled or substantially modified without at least thirty (30) days' written notice of all of the insureds thereunder and all first mortgagees of

Units named in the policies.

C Individual Policies.

(i) Each Owner shall obtain at the Owner's sole expense fire insurance with standard extended coverage endorsement, vandalism, malicious mischief endorsements insuring such Owner's Dwelling including, without limitation, all exterior and such portions of the interior of such Dwelling as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air-conditioning and all other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the building; and heating and lighting fixtures, such insurance to be in an amount at least equal to the replacement value of the Dwelling, and to be payable to the Owner and its mortgagee as their respective interests may appear.

No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Paragraph 1(a) above, and each Owner hereby assigns to the Board, as Trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

Any such insurance should cover any loss, injury, or damage to persons or to any floor coverings, appliances, and other personal property not covered in the master policy and all improvements to his Unit which exceed a total value of One Thousand (\$1,000.00) Dollars and which are not reported to the Board.

(ii) Each Owner, prior to commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property other than fixtures) which exceed a total value of One Thousand (\$1,000.00) Dollars and upon receipt of such notice, the Board shall notify the insurer under any policy.

D Repair and Construction after Fire, Condemnation or Other Casualty.

i. When Repair and Reconstruction are Required. Subject to other provisions in this Declaration, in the event of damage to or destruction of all or part of any Common Area buildings in the Condominium as a result of fire or other casualty or by condemnation, the Board shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the structures.

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ii. Procedure for Reconstruction and Repair.

(a) Immediately after a fire or other casualty causing damage to a Common Area building, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such cost may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such cost shall be made against the Owners in proportion to their respective votes in the Unit Owners' Association. If all or any portion of such assessments are not available to the Board prior to the time that the amounts thereof are needed to provide payment of such costs, the Board may borrow such amount, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of the Bylaws.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the damaged building was originally constructed.

(d) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

iii. Disbursements of Construction Funds.

(a) The net proceeds of insurance collected on account of a casualty and the funds collected by the Board from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board.

(b) The construction fund shall be paid by the Board in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction and repair by the Board.

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(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners.

(d) When the damage is to both Common Area and units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the units.

16. **Units Subject to Declaration, Unit Deed and Association.** All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Association, the By-Laws, the Unit Deed and the Condominium Rules, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A-1, as said Exhibit may be amended from time to time. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Association, the By-Laws, the Unit Deed and the Condominium Rules, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be 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 or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

17. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

18. **Governing Law.** This Declaration, the Association and By-Laws, and the Condominium created and regulated thereby, shall be governed in all respects by the Condominium Act and other applicable New Hampshire law.

19. **Declarant's Reserved Right to Consent in Writing to Amendments and/or Changes to Declaration and Related Documents.** As additional rights reserved by the Declarant, beyond those reserved above, the following is hereby declared: No amendment shall be made to the Declaration, By-Laws and/or Rules and Regulations or any other condominium instrument by anyone other than the Declarant until such time as all Units have been sold and conveyed (or earlier if the Declarant gives up its rights to add residential Units) without the expressed, written consent of the Declarant or its successors and assigns. During said period, amendments shall not diminish or impair the rights of the Declarant under the Declaration, By-Laws and Rules and Regulations without the express written consent of Declarant or its successors and assigns. No amendment shall modify this section without the express, written consent of the Declarant

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and its successors and assigns. No other action may be taken by the Board, Unit Owners or others affecting the Declarant except with the express, written consent of Declarant or his successors and assigns. The Declarant may not amend the Declaration in a manner that would cause the Declaration to be contrary to law or conditions of governmental approvals. Further, the Declarant may not amend the Elderly Housing provisions contained in this Declaration without first obtaining all requisite governmental consents to do so.

20. **Person to Receive Service of Process.** The Consumer Protection and Antitrust Division of the New Hampshire Attorney General's office shall be the person to receive service of any lawful process in any non-criminal proceeding arising under the Act against the Declarant or its personal representative. During such time as the Declarant has ownership of any Unit or continuing phasing rights, a copy of any lawful process shall also be mailed via U.S. Certified Mail, postage pre-paid to the Declarant at P.O. Box 334, Stratham, NH 03885.

Thereafter, any member of the Board of Directors whose residence is in the Condominium shall be the person to receive service of any lawful process in any proceeding arising under the Act against the Association. For the purposes of this paragraph, during such time as the Declarant has ownership of any Unit the place of business of the Board shall be considered to be in care of Declarant at P.O. Box 334, Stratham, NH 03885.

Service of any lawful process in any proceeding arising under the Act against the Declarant or its personal representatives shall be made upon Declarant at P.O. Box 334, Stratham, NH 03885.

21. **Pets.** No animals, other than common household pets (as defined by the Board of Directors) with the consent of the Board, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the property. The Board of Directors may establish rules and regulations regarding animal control and the obligations of owner and keeper as to such animals including but not limited to the number of pets an Owner may keep. The Board of Directors, at its sole discretion, may revoke any such consent at any time in the event of an incident regarding such animal, which incident may include but is not limited to repeated noise, odor, fighting, attacks or threatening behavior, property damage or the failure by the animal's owner to control the animal or to conform to these provisions or Rules as to animals established by the Board of Directors. Any animal shall be leashed with the leash being in the hands of a person or carried at all times in the common areas and facilities. The owner shall immediately clean up after the animal. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Condominium Board of Directors on demand. The pet owner and owner of the Unit in which the animal is staying shall hold the Condominium Board of Directors harmless from any claim resulting from any action of a specific pet. Each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. The Board shall be authorized to

prohibit or cause the removal of any pet which is a nuisance to others.

22. **Signage.** There shall be no signs of any kind on the condominium except signs identifying the condominium, directional and traffic and parking control signs and signs approved by the Board, but there shall not be any "for sale" or "for rent" signs. This restriction shall not preclude the Declarant from placing marketing signs until it such time as it has sold all Units.

23. **Additional Provisions:** The following conditions have been imposed by the Brentwood Planning Board as a condition of site plan review approval:

- A. The testing, maintenance and replacement of wells and septic/waste disposal systems on the Land are the responsibility of the Unit Owners' Association.
- B. No structures shall be built in the 50' perimeter setback areas imposed by the Town of Brentwood without permission from the Brentwood Planning Board except drainage structures are allowed within the proposed drainage easement areas.
- C. Any expansion of units beyond twenty (20) Units shall require Town of Brentwood Planning Board approval.


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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Frank J. Catapano, its duly authorized Manager this 21st day of November, 2017.

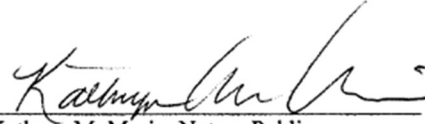
Rivers Edge Brentwood, LLC

  
Name: Frank J. Catapano  
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21st day of November, 2017 before me the undersigned notary public, personally appeared Frank J. Catapano, as Manager of Rivers Edge Brentwood, LLC, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, in the capacity indicated, and that he has the authority to sign in that capacity.

  
Kathryn M. Morin, Notary Public  
My Commission Expires: 05/21/2021



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**SCHEDULE OF EXHIBITS**

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- |             |   |
|-------------|---|
| Exhibit A   | Description of Land                         |
| Exhibit A-1 | Title Matters Exhibit                       |
| Exhibit B   | Units and Allocated Interest in Common Area |
| Exhibit C   | By-Laws                                     |



## Exhibit A

## Legal Description

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A certain tract or parcel of land, with the buildings and improvements thereon, situate at 258 Pickpocket Road, Brentwood, Rockingham County, New Hampshire, shown on a plan of land entitled "Condominium Site Plan Prepared for Rivers Edge At Brentwood Condominiums of Property in the Name of Rivers Edge Brentwood LLC, P.O. Box 334, Stratham, NH 03885, shown as Tax Map 212 / Lot 34, Located at 258 Pickpocket Road, County of Rockingham, Brentwood, NH, Scale 1" = 60', Date July 5, 2016", prepared by David W. Vincent, LLC and recorded with Rockingham County Registry of Deeds as Plan No. D40070 (the "Site Plan") and more particularly bounded and described as follows:

Beginning as a point on said Pickpocket Road at land now or formerly of Porter Rowe; thence running

S 16° 17' 20" E by said Pickpocket Road, 230.29' to an iron rod found; thence turning and running

S 70° 51' 11" W by land now or formerly of Matheson, 582.81' to an iron rod found; thence turning and running

S 69° 57' 31" W by land now or formerly of Turner, 168.19' to an iron rod found; thence turning and running

S 73° 11' 34" W by said land now or formerly of Turner, 85.76' thence turning and running

S 73° 28' 16" W by said land now or formerly of Turner, 178.48' thence turning and running

S 72° 20' 29" W by said land now or formerly of Turner, 151.78' thence turning and running

S 73° 28' 16" W by said land now or formerly of Turner, 178.48' thence turning and running

S 72° 20' 29" W by said land now or formerly of Turner, 102.03' thence turning and running

S 72° 20' 29" W by said land now or formerly of Turner, 49.75' thence turning and running

N 31° 06' 23" W by the Dudley Brook, formerly known as the Little River, 69.44' thence turning and running

N 31° 06' 23" W by the said Dudley Brook, formerly known as the Little River, 25.13' thence turning and running

N 33° 26' 40" W by the said Dudley Brook, formerly known as the Little River, 67.97' thence turning and running

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N 30° 07' 49" W by the said Dudley Brook, formerly known as the Little River, 52.68' thence turning and running

N 29° 03' 59" W by the said Dudley Brook, formerly known as the Little River, 38.63' thence turning and running

N 16° 41' 15" W by the said Dudley Brook, formerly known as the Little River, 15.10' thence turning and running

N 03° 53' 22" E by the said Dudley Brook, formerly known as the Little River, 52.32' thence turning and running

N 16° 34' 06" W by the said Dudley Brook, formerly known as the Little River, 26.06' thence turning and running

N 18° 57' 06" W by the said Dudley Brook, formerly known as the Little River, 13.07' thence turning and running

N 66° 17' 32" E by land now or formerly of Bradsher, 84.33' thence turning and running

N 65° 58' 11" E by said land now or formerly of Bradsher, 112.62' thence turning and running

N 67° 33' 35" E by said land now or formerly of Bradsher, 79.24' thence turning and running

N 64° 59' 18" E by said land now or formerly of Bradsher, 70.87' thence turning and running

N 66° 18' 04" E by said land now or formerly of Bradsher, 124.03' thence turning and running

N 66° 17' 34" E by said land now or formerly of Bradsher, 166.38' thence turning and running

N 66° 07' 02" E by said land now or formerly of Bradsher, 74.14' thence turning and running

N 68° 44' 15" E by said land now or formerly of Bradsher, 30.90' thence turning and running

N 66° 07' 33" E by said land now or formerly of Bradsher, 213.09' thence turning and running

N 66° 48' 32" E by said land now or formerly of Bradsher, 201.11' to a stone post found, thence turning and running

S 14° 01' 25" E by land now or formerly of Barlow, 243.04' to an iron rod found, thence turning and running

N 68° 55' 10" E by said land now or formerly of Barlow, 286.77' to an iron rod found, to the point of beginning.

## Exhibit A-1

## Title Matters Exhibit

E 814  
ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

1. Current land use taxation lien as set forth in instrument recorded with said Registry at Book 2992, Page 2264, and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.
2. Upper and lower riparian rights and rights of others in and to so much of the premises as are deemed to lie within the bounds of the Little River as referenced in Deed recorded at Book 3236, page 530 and shown on Plan D-21342.
3. Title to and rights of others in and to so much of the premises as lies within the bounds of Pickpocket Road.
4. Purported rights of abutter Todd M. Bradsher as to Parcel E as described in Deed recorded at Book 4749, Page 899 and shown on Plan D-39290, as affected by Boundary Line Agreement Deed dated March 6, 2017 recorded at Book 5804, Page 0998.
5. Matters shown on plan of land entitled "Boundary Line Agreement Plan Prepared for Rivers Edge Brentwood LLC and Todd M. Bradsher shown as Tax Map 212 / Lots 34 & 36 Located off Pickpocket Road, County of Rockingham, Brentwood, NH, Scale: 1" = 40', Date: January 10, 2017", prepared by David W. Vincent, LLC, Land Surveying Services and recorded as Plan C-40028.
6. Matters shown on plan of land entitled "Condominium Site Plan Prepared for Rivers Edge at Brentwood Condominiums of Property in the Name of Rivers Edge Brentwood LLC shown as Tax Map 212 / Lots 34 Located at 258 Pickpocket Road, County of Rockingham, Brentwood, NH, Scale: 1" = 60', Date: July 5, 2016, fourth revision April 3, 2017", prepared by David W. Vincent, LLC, Land Surveying Services and recorded as Plan D-40070.
7. Mortgage and Security Agreement from Rivers Edge Brentwood, LLC to Bank of New England in the face amount of \$1,086,000.00, dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0810.
8. Conditional Assignment of Leases and Rents from Rivers Edge Brentwood, LLC to Bank of New England dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0822.
9. Conditional Assignment of Permits, Final Plans and Specifications and Conditional Assignment of Subcontractors' Contracts from Rivers Edge Brentwood, LLC to Bank of New England dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0832.

E 814

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

10. Mortgage and Security Agreement from Rivers Edge Brentwood, LLC to Bank of New England in the face amount of \$1,065,000.00, dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0838.
11. Conditional Assignment of Leases and Rents from Rivers Edge Brentwood, LLC to Bank of New England dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0850.
12. Conditional Assignment of Permits, Final Plans and Specifications and Conditional Assignment of Subcontractors' Contracts from Rivers Edge Brentwood, LLC to Bank of New England dated April 14, 2017, recorded on April 14, 2017, at Book 5811, Page 0860.

## Exhibit B

## Units and Allocated Interest in Common Area

ROCKINGHAM COUNTY REGISTRY OF DEEDS  E 814	Unit	Address	Percentage Interest in Common Area
	34-1	TO BE DETERMINED	5%
	34-2	TO BE DETERMINED	5%
	34-3	TO BE DETERMINED	5%
	34-4	TO BE DETERMINED	5%
	34-5	TO BE DETERMINED	5%
	34-6	TO BE DETERMINED	5%
	34-7	TO BE DETERMINED	5%
	34-8	TO BE DETERMINED	5%
	34-9	TO BE DETERMINED	5%
	34-10	TO BE DETERMINED	5%
	34-11	TO BE DETERMINED	5%
	34-12	TO BE DETERMINED	5%
	34-13	TO BE DETERMINED	5%
	34-14	TO BE DETERMINED	5%
	34-15	TO BE DETERMINED	5%
	34-16	TO BE DETERMINED	5%
	34-17	TO BE DETERMINED	5%
	34-18	TO BE DETERMINED	5%
	34-19	TO BE DETERMINED	5%
	34-20	TO BE DETERMINED	5%
	TOTAL		100%

EXHIBIT C

By-Laws

E 814

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS