

PROTECTIVE COVENANTS
FOR FOREST HILLS ESTATES

WHEREAS, Darrus, Inc., is the owner of a certain tract of land in Amherst, county of Hillsborough, and state of New Hampshire, which is a subdivision of land known as Forest Hills Estates, on Boston Post Road; and

WHEREAS, said owner is desirous of establishing certain protective covenants for the mutual protection of its interest and that of purchasers of the lots in said subdivision, thereby providing a desirable development;

NOW THEREFOR, Darrus, Inc. does hereby adopt and establish the following protective covenants for said subdivision, and these covenants form a condition of sale of all lots in said subdivision:

1. No lot shall be used for other than single family residential purposes, except as may be designated by Darrus, Inc. or its successors or assigns, subject to the town of Amherst zoning requirements.
2. Unless approved by Darrus, Inc. or its successors or assigns, no buildings shall be situated, erected, placed, or permitted on any lot other than a one family dwelling, not to exceed 2 ½ stories, nor be less than 2 stories above the foundation with a private 2 or 3 car garage under or attached.
3. No building of any sort shall be constructed on any lot until the plans and specifications for the same have been approved by Darrus, Inc. or its successors or assigns. All such buildings shall be constructed on permanent foundations and finished in a workmanlike manner in accordance with accepted building codes and practices in the area and shall conform generally in valuation and quality of workmanship to other dwellings in the subdivision. The first floor area of the main structure and attached family room, if any, exclusive of one-story porches and garages, shall be not less than 1,328 square feet. The total living space, exclusive of porches, garages, and foundations, shall not be less than 2,600 square feet, unless approved by Darrus, Inc. or its successors or assigns.
4. No trailers or mobile home type dwellings, so-called, shall be situated on any lot, except that an owner may store his/her camping trailer or recreational vehicle, not over 18 feet in length, provided said trailer or recreational vehicle is not stored forward of the rear line of the dwelling thereon, unless approved by Darrus, Inc. or its successors or assigns.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. The exterior of all buildings, including landscaping, shall be completed within 12 months from the excavation of the cellar hole and the interior within 12 months from the start of construction, unless approved by Darrus, Inc. or its successors or assigns.

BK6037PG1911

6. No lot shall be re-subdivided unless approved by Darrus, Inc. or its successors or assigns.

7. No farm, domestic, or wild animals shall be kept, maintained, or raised on the premises, except dogs, cats, or other commonly accepted household pets, unless approved by Darrus, Inc. or its successors or assigns.

8. Not more than one unregistered vehicle shall be allowed and no junk cars, or parts thereof, shall be maintained on any lot. All vehicles shall be parked off the streets and roadways. Not more than two commercial vehicles, neither of which shall be larger than a single axle vehicle, shall be parked on any lot, and then only to the rear of the back line of the main building and appropriately screened from view of the street or abutters, unless approved by Darrus, Inc. or its successors or assigns.

9. All vacant lots shall be kept free of accumulation of trash or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual sewage-disposal system shall be permitted on a lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the local and State authorities. Approval of such system as installed shall be obtained from such authority as may be required.

11. No activity shall be carried on or no condition shall be allowed to continue upon any lot which may be or may become incompatible or detrimental in a residential area, or any annoyance or nuisance to the neighborhood, in the opinion of Darrus, Inc. or its successors or assigns.

12. There are reserved easements for water courses, drainage facilities and maintenance of utilities as may exist, or as shown on any recorded plans of the Forest Hills Estate subdivision. Within those easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Darrus, Inc., its successor or assigns, or such public authority or utility company as may be responsible, may enter upon the premises for the purposes of cleaning, replacing, or maintaining such easements.

13. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 50 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

BK6037Pg1912

14. Said owners, and every person hereinafter having any right, title, and interest in any lot in said subdivision, shall have the right to prevent or stop violations of any of these restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Failure of the owners, or any lot owner, to enforce any restriction or covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter.

15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Until such time as Darrus, Inc. or its successors or assigns have completed all sales of all the lots, Darrus, Inc. or its successors or assigns shall have the sole right and power of amendment, annulment, or waiver of these protective covenants, and no such amendment, annulment, or waiver shall be undertaken by another person without the prior written consent of Darrus, Inc. or its successors or assigns.

17. A copy of these covenants shall be recorded in the Hillsborough County Registry of Deeds and by reference incorporated in and made a part of all deeds conveying any interest in land or buildings in said subdivision executed by Darrus, Inc. or its successors or assigns after the date of this instrument.

IN WITNESS WHEREOF, Robert B. Goldman, as President of Darrus, Inc., has executed this instrument on this the 25th day of NOVEMBER, 1998.

DARRUS, INC.

Maria C. Bertolone
Witness

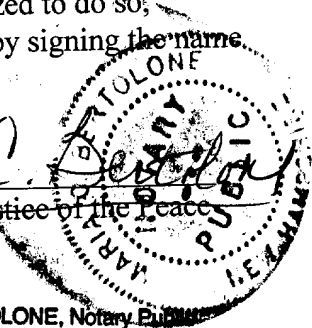
Robert B. Goldman, Pres.
Robert B. Goldman, President,
Duly authorized

THE STATE OF NEW HAMPSHIRE
Rockingham, SS

11-25, 1998

Personally appeared Robert B. Goldman, who acknowledged himself to be the President of Darrus, Inc., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as President, before me.

Maria C. Bertolone
Notary Public/Justice of the Peace



MARIA C. BERTOLONE, Notary Public
My Commission Expires August 16, 2000

BK6037PG1913