

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS & EASEMENTS

THIS DECLARATION made this 18th day of June, 1980,
by PINE TREE ASSOCIATES OF AMHERST, a New Hampshire Limited
Partnership, duly registered, having a principal place of
business at Route 101, Amherst, County of Hillsborough and State
of New Hampshire.

WITNESSETH THAT:

WHEREAS, the Declarant owns a certain subdivision situate
in Amherst, said County and State, abutting County Road, and
being more particularly described in a deed of Robert David
Swain Et Als to Pine Tree Associates of Amherst and recorded
in the Hillsborough County Registry of Deeds;

WHEREAS, the Declarant is desirous of recording restrictions,
covenants, conditions and easements, in order to maintain and
establish an orderly development and in order to enhance the
residential and recreational use of the property;

NOW THEREFORE, the Declarant declares that the property is
and shall be conveyed, encumbered, leased, used and occupied
subject to the within covenants and restrictions, with said
restrictions to be as follows:

1. No structure designed for occupancy by more than
one family with suitable out-buildings shall be erected upon
each lot hereby conveyed.

2. No temporary structure (including trailers and
mobile homes) shall be left upon the land, hereby conveyed
other than those necessary and used in the course of construc-
tion of permanent buildings, and all such temporary structures
shall be removed promptly upon completion of a permanent
building.

3. No trailers of any kind, discarded or junk motor
vehicles or parts thereof, shall be kept or stored outdoors
on the lot herein conveyed.

4. No building of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on said lot at any time as a residence either temporarily or permanently.

5. Unless specifically permitted in writing by the Grantor, or its successors, which permission may be revoked at any time, no animals of any kind, other than usual household pets, shall be kept or maintained on said premises or any portion thereof, and no cows, goats, hogs, poultry or similar animals shall be kept or maintained at any time on said property, however, any lot may keep or maintain horses or ponies.

6. The plans, specifications and sitings of all buildings constructed upon the premises herein conveyed must be approved in writing by the Grantor, or its successors, before construction may be started.

7. All exterior construction of single-family dwelling and garage including the sewerage system, will be completed within one (1) year from the date construction begins, and the lot shall be suitably graded, seeded and landscaped within eighteen (18) months from the date that construction of a residence is begun on said lot.

8. No part of said premises shall be used or occupied injuriously or affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.

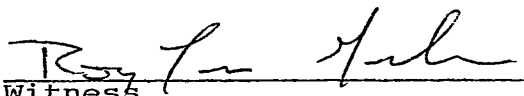
9. No noxious or offensive activity shall be carried on upon said lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. All single family units shall have at least 1700 square feet of living space on the first level or at least 2000 square feet of total living space, unless specifically permitted in writing by the Declarant.

11. No lot shall be further subdivided without the Grantors permission.

12. The above provisions may be enforced by any court of competent jurisdiction within the State of New Hampshire upon petition of the Grantor or its successors in interest, or of any aggrieved owner of property in said development.

In Witness Whereof, the Developer has hereunto set his hand and seal.


Witness

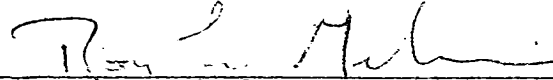

David R. Hall
General Partner

State of New Hampshire
County of Hillsborough

Personally appeared the above-named David R. Hall, duly

authorized general partner of Pine Tree Associates of Amherst
and signed the within Declaration of Protective Covenants,
Restrictions and Easements as his free act and deed.

Before Me,



Justice of the Peace/Notary Public