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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR SUBDIVISION OF LAND AT CLAY POINT,
ALTON, NEW HAMPSHIRE

WHEREAS, Gary G. Bahre, Sandra L. Bahre and Robert P. Bahre of Paris, in the County of Oxford and State of Maine, New Hampshire (hereinafter "Declarants") are the owners of a certain parcel of land situated on Lake Winnepesaukee in Alton, New Hampshire (hereinafter the "Subdivision"), more particularly shown on a Subdivision Plat prepared for Robert Bahre by Richard D. Bartlett & Associates, Inc. entitled "Clay Point, Alton, N.H." dated April 19, 1995 and recorded in Drawer L23, Pages 86-90 at the Belknap County Registry of Deeds (hereinafter the "Subdivision Plat"); and

WHEREAS, Declarants desire to insure the use of the Subdivision for attractive private residential purposes only, to prevent nuisances, to preserve the peaceful lakeside atmosphere of the Subdivision, to maintain the investment and resale value of the Subdivision and the individual lots in the Subdivision (hereinafter the "Lots"), and to provide an access easement benefitting the Lots;

NOW, THEREFORE, in consideration of the benefits being granted herein to the prospective Lot owners, and in consideration of the benefits reserved by or anticipated by the Declarants, this Declaration of Easements, Covenants and Restrictions (hereinafter the "Declaration") is hereby made to apply to the Subdivision and the Lots.

1. This Declaration shall run with, apply to and bind the Subdivision and the Lots for a period of ninety nine (99) years from the date of execution of this Declaration unless rescinded by the owners of all of the Lots.
2. This Declaration shall be imposed on, charged on, and shall run with the land of the Subdivision and the Lots and bind not only the original Lot owners, but also their successors, assigns, grantees, legal representatives, heirs and mortgagees. Failure to specifically refer to and include or incorporate this Declaration in deeds conveying individual Lots shall not in any manner affect the validity and effectiveness of this Declaration.
3. This Declaration is made for the benefit of the Declarants, their successors and assigns, and for all Lot owners. All persons having an interest in the restrictions contained herein shall have the right to enforce said restrictions by injunction or other lawful procedure.
4. No Lot shall be further subdivided except that the foregoing is not intended to prevent the relocation or revision of any lot line.
5. Subject to the terms and conditions contained herein, Declarants hereby grant as appurtenant to and for the benefit of each Lot, a nonexclusive easement for the purposes of ingress and egress to and from each Lot over, upon and within the

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EXHIBIT A

Description of Common Easement

Land in Alton, Belknap County, State of New Hampshire, as shown on that certain Subdivision Plat prepared for Robert Bahre by Richard D. Bartlett & Associates, Inc. entitled "Clay Point Alton, N.H.", dated April 19, 1995 and recorded in Drawer L23, Pages 86-90 at the Belknap County Registry of Deeds (the "Subdivision Plat"), more particularly bounded and described as follows:

BEGINNING AT A POINT marked by a concrete bound at the northernmost corner of land now or formerly of Roberts Cove, Inc; thence through land now or formerly of Declarants the following courses and distances: N 36°09'30" W ninety-two and fifty-one hundredths feet (92.51') to a concrete bound; thence N 27°17'45" W three hundred and seven hundredths feet (300.07') to a concrete bound; thence northwesterly along a curve to the left, said curve having a radius of two hundred twenty-five feet (225.00'), an arc distance of thirty-two and nineteen hundredths feet (32.19') to a concrete bound; thence N 35°29'40" W one hundred fifty-three and ninety-three hundredths feet (153.93') to a concrete bound; thence northwesterly along a curve to the left, said curve having a radius of two hundred twenty-five feet (225.00'), an arc distance of seventy-seven and twenty-seven hundredths feet (77.27') to a concrete bound; thence N 55°10'10" W one hundred ninety-one and forty-eight hundredths feet (191.48') to a concrete bound; thence northwesterly along a curve to the right, said curve having a radius of two hundred seventy-five feet (275.00'), an arc distance of one hundred forty-four and ninety-three hundredths feet (144.93') to a point; thence N 24°58'30" W two hundred ninety-one and thirty hundredths feet (291.30') to a concrete bound; thence northwesterly along a curve to the left, said curve having a radius of two hundred twenty-five feet (225.00'), an arc distance of one hundred thirteen and twenty-eight hundredths feet (113.28) to a concrete bound; thence N 53°49'15" W two hundred twenty-three and seventy-two hundredths feet (223.72') to a concrete bound; thence northwesterly along a curve to the left, said curve having a radius of three hundred fifty feet (350.00'), an arc distance of two hundred forty-five feet (245.00') to a concrete bound; thence S 86°04'20" W one hundred forty-nine and fifty hundredths feet (149.50') to a concrete bound; thence northwesterly along a curve to the right, said curve having a radius of three hundred fifty feet (350.00'), an arc distance of one hundred eighty and forty-three hundredths feet (180.43') to a concrete bound; thence N 64°23'20" W seventy-seven and sixty hundredths feet (77.60') to a concrete bound; thence northwesterly along a curve to the right, said curve having a radius of two hundred five feet (205.00'), an arc distance of two hundred thirty-five and twenty-two hundredths feet (235.22') to a concrete bound; thence N 01°20'40" E twenty-five and seventy-nine hundredths feet (25.79') to a concrete bound; thence northwesterly along a curve to the left, said curve having a radius of two hundred twenty-five feet (225.00'), an arc distance of one hundred twenty-six and thirty-nine hundredths feet (126.39') to a concrete bound; thence N 30°49'55" W one hundred fourteen and eighty-seven hundredths feet (114.87') to a concrete bound; thence northerly along a curve to the right, said curve having a radius of two hundred five feet (205.00'), an arc distance of three hundred twenty and twenty-two hundredths feet (320.22') to a concrete bound; thence northerly along a curve to the left, said curve having a radius of forty-seven feet (47.00'), an

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arc distance of sixty-nine and eighty-four hundredths feet (69.84') to a concrete bound; thence N 26°28'20" W twenty-three and ninety-one hundredths feet (23.91') to a concrete bound; thence N 63°31'40" E fifty feet (50.00') to a concrete bound; thence S 26°28'20" E one hundred ninety feet (190.00') to a concrete bound; thence S 63°31'40" W fifty feet (50.00') to a concrete bound; thence N 26°28'20" W twenty and eighty-seven hundredths feet (20.87') to a concrete bound; thence westerly along a curve to the left, said curve having a radius of forty-seven feet (47.00'), an arc distance of eighty-three and eighteen hundredths feet (83.18') to a concrete bound; thence southerly along a curve to the left, said curve having a radius of one hundred fifty-five feet (155.00'), an arc distance of two hundred twenty-four and forty-one hundredths feet (224.41') to a concrete bound; thence S 30°49'55" E one hundred fourteen and eighty-seven hundredths feet (114.87') to a concrete bound; thence southerly along a curve to the right, said curve having a radius of two hundred seventy-five feet (275.00'), an arc distance of one hundred fifty-four and forty-eight hundredths feet (154.48') to a concrete bound; thence S 01°20'40" W twenty-five and seventy-nine hundredths feet (25.79') to a concrete bound; thence southeasterly along a curve to the left, said curve having a radius of one hundred fifty-five feet (155.00'), an arc distance of one hundred seventy-seven and eighty-five hundredths feet (177.85') to a concrete bound; thence S 64°23'20" E fifty-four and one hundredths feet (54.01') to a concrete bound; thence easterly along a curve to the left, said curve having a radius of three hundred feet (300.00'), an arc distance of one hundred fifty-four and sixty-six hundredths feet (154.66') to a concrete bound; thence N 86°04'20" E one hundred forty-nine and fifty hundredths feet (149.50') to a concrete bound; thence southeasterly along a curve to the right, said curve having a radius of four hundred feet (400.00'), an arc distance of two hundred eighty feet (280.00') to a concrete bound; thence S 53°49'15" E two hundred twenty-three and seventy-two hundredths feet (223.72') to a concrete bound; thence southeasterly along a curve to the right, said curve having a radius of two hundred seventy-five feet (275.00'), an arc distance of one hundred thirty-eight and seventy hundredths feet (138.70') to a concrete bound; thence S 24°58'30" E two hundred sixty-four and thirty-nine hundredths feet (264.39') to a concrete bound; thence N 69°24'25" E nine and twenty-three hundredths feet (9.23') to a point marked by an iron pin at the westernmost corner of land now or formerly of David and Nancy Aiken; thence along the southwesterly line of said Aiken land the following courses and distances: S 34°22'20" E one hundred thirty-three and twenty-four hundredths feet (133.24') to an iron pin; thence S 56°58'00" E two hundred fifty-four and thirty-five hundredths feet (254.35') to an iron pin; thence S 36°12'00" E two hundred forty-three and thirty-five hundredths feet (243.35') to a concrete bound; thence S 27°13'50" E one hundred forty-five and ninety-six hundredths feet (145.96') to a fence post; thence S 28°26'50" E two hundred forty-nine and eleven hundredths feet (249.11') to a point marked by a steel pin on the westerly line of Brickyard Cove Road, so-called; thence S 08°41'35" E sixty-nine and twenty-two hundredths feet (69.22') along the westerly line of said Brickyard Cove Road to a point marked by a concrete bound on the northeasterly line of land now or formerly of Roberts Cove, Inc.; thence along the northeasterly line of said Roberts Cove, Inc. land the following courses and distances: N 66°51'25" W fifty-four and forty-seven hundredths feet (54.47') to a point; thence N 36°09'30" W thirty and eighty-seven hundredths feet (30.87') to the POINT OF BEGINNING.

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right-of-way shown on the Subdivision Plan and described in Exhibit A attached hereto (said easement being hereinafter referred to as the "Common Easement").

6. Unless and until the Association (as defined in paragraph 7 hereinbelow) is established, Declarants shall provide the following services in connection with the Common Easement as shall be deemed appropriate in Declarants' reasonable discretion:
 - (a) Maintain, repair, and replace the paved surfaces;
 - (b) Remove all papers, debris, filth, refuse, snow and ice; and
 - (c) Maintain and replace all landscaping within the Common Easement as shall be necessary to keep the same in a neat, healthy and attractive condition.

Each Lot owner shall make a quarterly payment to Declarants in an amount equal to its pro rata share of the repair and maintenance costs incurred by Declarants in connection with the Common Easement, which pro rata share shall be determined by dividing said costs by the total number of Lots. In the event any Lot owner fails to pay its share of said costs within thirty (30) days after written notice from Declarants together with reasonable documentation substantiating the costs incurred by Declarants, interest shall accrue upon any unpaid amounts at a rate of nine percent (9%) per annum.

7. Declarants shall have the right, at any time, to establish a road association (hereinafter called the "Association") to assume the maintenance and repair obligations set forth in paragraph 6 hereinabove. In the event that the Association is established, each Lot owner shall automatically become a member of the Association and shall thereafter pay to the Association its pro rata share of the maintenance and repair costs incurred by the Association in connection with the Common Easement. In the event any Lot owner shall fail to pay its pro rata share of the repair and maintenance costs for the Common Easement within thirty (30) days after presentation of a statement therefor, Declarants or the Association, as the case may be, shall have a lien against the Lot of the defaulting owner for the unpaid amount and interest. Such claim of lien may be recorded by the Declarants or the Association in the Belknap County Registry of Deeds, and may be enforced and foreclosed in the same manner as the enforcement and foreclosure of statutory liens in the State of New Hampshire.
8. For so long as any of the Declarants owns a Lot, no residence, garage or other structure shall be erected upon a Lot unless and until plans for such residence, garage or structure have been submitted to and approved in writing by the Declarants, which approval shall not be unreasonably withheld or delayed so long

as such plans are consistent with the provisions of this Declaration and the proposed buildings and/or structures are harmonious with existing buildings and structures within the Subdivision. Said plans shall include specifications for the proposed residence, garage, and/or structure and shall describe the finish materials, landscaping, external decorations and colors to be used with respect thereto.

9. Lot owners shall obtain all necessary permits and approvals from the Town of Alton and the State of New Hampshire prior to commencement of construction on any Lot.
10. No building or structure on a Lot shall be erected nearer than fifty feet (50') to the lakeshore or front lot lines or nearer than ten feet (10') to the rear or the side lot lines, provided that if a building or structure is erected nearer than fifteen feet (15') to any lot line, then no building or structure on the same Lot may be erected nearer than fifteen feet (15') to any other lot line. Where two (2) or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owners.
11. All buildings erected or constructed for residential purposes on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. The method of calculating the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding any basement, garage, breezeway, deck, porch, patio, or terrace from said calculation.
12. Residences constructed on any Lot shall have no less than a two-car garage. Subject to the restrictions contained herein, a detached garage may be erected and maintained as part of the residence on each Lot. Carports shall not be erected or allowed on any Lot.
13. No buildings or structures on any Lot shall be left with an unfinished exterior or constructed with a simple tarpaper roof or concrete block foundation or walls. The exterior of the buildings and structures on the Lots shall at all times be kept in a proper state of repair and maintenance.
14. Once construction is commenced on any building or structure on a Lot, such construction shall be diligently prosecuted to completion, and in any event shall be completed no later than eighteen (18) months from the time of commencement. Completion shall include, but shall not be limited to, exterior finishing, landscaping, and driveways. Driveways on the Lots shall be finished with asphalt or stone.

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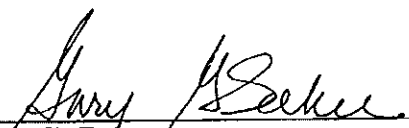
15. No temporary building, utility shed, trailer or other structure of a temporary nature shall be erected or placed on any Lot except during the active phase of constructing a residence, which "active phase of constructing" shall be limited to the period of eighteen (18) months from the time of commencement of clearing for the foundation of the residence.
16. No earth, stone or gravel removed from the site of the foundation on any Lot shall be allowed to remain on the Lot in an unsightly manner.
17. No wall, screen, or fence erected at any Lot boundary shall be constructed with a height of more than eight feet (8') above the ground level of the adjoining property. Fence pillars may be up to ten feet (10') in height.
18. No above-ground pools shall be erected on any Lot. Any in-ground pool to be constructed on any Lot shall be subject to the requirements and restrictions contained herein, including, but not limited to, the following: (a) composition of the pool shall be of material thoroughly tested and accepted by the industry for pool construction; (b) pool screening shall not be visible from the Common Easement; and (c) all screening material shall be of a color in harmony with the exterior of the residence on the Lot. No raw aluminum color screen will be allowed.
19. All oil or liquid fuel tanks shall be installed underground or installed on a concrete slab within the garage or the residence on a Lot.
20. All lawns or other suitable landscaped areas on the Lots shall be maintained in an attractive manner.
21. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any item or material be kept on a Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that disturbs the peace, quiet and comfort of the occupants of the Subdivision. No noxious, illegal or offensive activity causing a nuisance to other occupants of the Subdivision shall be conducted upon any Lot.
22. No rubbish, trash, garbage or other waste material shall be kept on any Lot other than in containers located underground or placed in attractive and suitable walled or screened areas, and no odor shall be permitted to arise from the containers so as to be detected upon the adjoining properties or the Common Easement. No incinerator shall be placed or maintained on any Lot.

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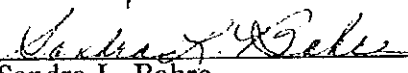
23. No clothing or household fabrics shall be hung, dried, or aired on any Lot except in an area that is walled or screened in an attractive manner so as to not be visible from the adjoining properties or the Common Easement.
24. No mobile home, trailer, or other similar temporary or movable product or structure used as a living area shall be erected, placed or caused to remain upon any Lot. No permanent tenting shall be allowed on any Lot. Temporary tenting shall be restricted so as not to be visible from the adjoining properties or the Common Easement.
25. No unregistered motor vehicle of any type and no junk shall be allowed to remain on any Lot, and no truck, boat, trailer or vehicle of any type shall be stored on any Lot, unless stored in a garage or other appropriate structure so as not to be visible from the adjoining properties or the Common Easement.
26. No obstruction of traffic on the Common Easement and no blocking of entrances to the Lots by reason of the parking of vehicles or trailers along the Common Easement shall be allowed. Lot owners shall be responsible for any such obstruction by members of their households, their lessees, invitees and guests.
27. No snow, ice, gravel, loam, compost, leaves, fertilizers, other mineral waste products or commodity shall be piled or stored within twenty (20) feet of lines of adjoining properties, and snow and ice shall not be deposited on the Common Easement so as to create an obstruction to traffic or drainage flow or interfere with the view of adjoining property owners.
28. No radio antennas or satellite dishes over twenty inches (20") in diameter shall be erected on any Lot. Dishes under twenty inches (20") shall not be attached to any residence in the Subdivision, and shall not be placed on any Lot in an unsightly manner.
29. Lot owners shall not be allowed to keep on their Lot any animals other than common domestic household pets such as dogs, cats, fish, birds, hamsters and related animals. In addition, owners of non-waterfront Lots may be allowed to keep horses on their Lot, subject to the applicable restrictions herein and applicable laws, rules and ordinances of the Town of Alton. Under no circumstances shall a commercial dog kennel or veterinary hospital be allowed within the Subdivision.
30. Only one "For Sale" sign not larger than four (4) square feet may be erected or displayed on a Lot at any time. No other signs, billboard or advertisement of any kind, except name or household identification signs, shall be erected or displayed on any Lot, including, but not limited to, commercial and political signs.

31. No trade or business, whether for profit or not, shall be conducted on any Lot or from any building thereon for any purpose; provided, however, that a Lot owner or occupant may conduct business activities within the residence on a Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the adjoining properties or the Common Easement; (b) the business activity does not involve persons coming into the Subdivision who do not reside in the Subdivision; and (c) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance.
32. Each Lot owner may, in its absence, rent its Lot for residential use, subject to the restrictions herein. In such an event, the Lot owner and its tenant are subject to the restrictions herein. Lots may be rented only in their entirety, and no fraction or portion may be rented.
33. No mortgage or deed of trust made in good faith and for value upon a Lot shall be defeated or rendered invalid by any breach of restrictions contained herein. In the event of any mortgage foreclosure, this Declaration shall be binding upon the mortgagee as well as any new owner of a Lot acquired through foreclosure, trustee's sale or otherwise.
34. The failure to enforce any restriction herein, however long continued, shall not be deemed laches or a waiver of the right to enforce thereafter the restriction as to similar or other violations, or as to the same continuing breach or violation.
35. Invalidation of any of these restrictions by a court of competent jurisdiction shall in no way affect or invalidate any of the other restrictions set forth herein.

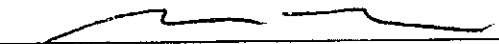
IN WITNESS WHEREOF, Gary G. Bahre, Sandra L. Bahre and Robert P. Bahre have hereunto set their hands and seals this 14 day of December, 1995.



 Gary G. Bahre



 Sandra L. Bahre



 Robert P. Bahre

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

December 14, 1995

Personally appeared the above named Gary G. Bahre who acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

Teeny M. Smith
Notary Public Teeny M. Smith

My Commission expires: 9/30/97

STATE OF MAINE
COUNTY OF OXFORD

December 15, 1995

Personally appears the above named Sandra L. Bahre and Robert P. Bahre who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

Joyce E. Bennett
Notary Public

My Commission Expires: 8-23-96

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JOYCE E. BENNETT
NOTARY PUBLIC, MAINE
COMMISSION EXPIRES (11) OCT 20 1995

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