

CORRECTIVE DECLARATION OF THE MEWS AT BEDFORD

by

Kensington Lane, LLC

THIS CORRECTIVE DECLARATION OF COVENANTS AND RESTRICTIONS, made as of this 12th day of March, 1999 by Kensington Lane, LLC, a New Hampshire limited liability company with a principal place of business at 7 Birkdale Road, Bedford, County of Hillsborough, State of New Hampshire, (hereinafter "Declarant").

WITNESSETH:

1 Recitals and Definitions.

1.1 Declarant is the owner of certain real property located in Bedford, New Hampshire, which has been subdivided into one hundred eight (108) lots pursuant to a certain subdivision plan entitled "Consolidation & Subdivision Plan of Land of: Mel A. Barkan Prepared for: Waterford Development Corp." prepared by Meridian Land Services, Inc., approved by the Bedford Planning Board and recorded in the Hillsborough County Registry of Deeds as Plan #29452 as modified by a Lot Line Relocation Plan recorded as Plan #29705 (hereinafter the "Plan"). Reference is made to the original version of this Declaration recorded at Book 6020 Page 825 of the Hillsborough County Registry of Deeds. The purpose of this re-recording is to add the Plan references and Exhibit A which were inadvertently omitted from the original recorded version.

1.2 Declarant desires to create on the real property shown on the Plan and further described in Exhibit A to this Declaration ("Property") an elderly residential community including lots, private roads, and permanent open spaces for the benefit of the said community.

1.3 Declarant further desires to provide for the preservation of the quality of the Property and enhanced value in said Property by assuring its proper maintenance, and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth all consistent with the existing easements and restrictions of record and future development of the Property.

1.4 "Declaration" means this Declaration of Covenants and Restrictions, as supplemented and amended from time to time.

1.5 "Lot" means each parcel of land bearing any numerical lot designation from "Lot 2" through "Lot 109", inclusive, as shown on the Plan.

1.6 "Private Roads" means the land shown as "common private drives" on the Plan.

1.7 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

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1.8 "Common Land" means all Property other than the Lots and includes the Private Roads and "open spaces" as shown on the Plan, which Common Land shall be owned by the Owners as tenants in common.

1.9 "Single Family Dwelling" or "Dwelling" means a building including a garage for the family automobiles designed and intended for use and occupancy as a residence by a single family.

1.10 "Building Area" means the area located within the "Building Area" as shown on the Plan for the location of a Single Family Dwelling on a Lot.

1.11 "Improvements" means, but shall not be limited to, all buildings, structures, driveways, parking areas, retaining and other walls, hedges, hardy bushes, trees, poles or any other improvements of any kind placed by the Owner within the boundaries of the Lot owned by said Owner.

1.12 "Yard" means that portion of a Lot contiguous to a Dwelling on which the Owner has placed any Improvements, or landscaping or which is regularly maintained by the Owner.

1.13 "Green Space" means that portion of Common Land not constituting Private Roads as shown on the Plan plus that portion of Lots on which no Dwelling or Yard is located.

1.14 "Fences" means the fences shown on the Plan together with other fences which may be placed on the Property by the Association.

1.15 "Association" means The Homeowners Association For The Mews At Bedford, Inc., a voluntary corporation formed under the provisions of N.H. RSA Chapter 292.

1.16 "Fire Lanes" means the land located on Lots and/or Common Land as shown on the Plan which will serve as access for fire department vehicles, equipment and personnel.

1.17 "Detention Area" means the "Detention Area" shown on the Plan for storm drainage retention.

1.18 "Board of Directors" means the Board of Directors of the Association formed pursuant to bylaws adopted by the members of Association.

1.19 "Association Property" means (i) the Fences, (ii) wires, pipes, poles and other conduits for electric, telephone, storm drainage, water, sewer, and cable television utilities, not owned by the provider of said utility service, and (iii) any other real or personal property conveyed to or acquired by the Association and utilized for the benefit and in connection with the Property and Owners. Recordation of an instrument of conveyance to the Association in the Hillsborough County Registry of Deeds shall constitute acceptance by the Association of Association Property.

1.20 "Design Review Committee" means the group of three (3) persons responsible for approving the architecture, construction and location of all Dwellings.

1.21 "The Mews at Bedford Community" or "Community" means the Property, the Owners and the Association.

2 Dedication of Property.

2.1 Declarant hereby declares that the Property is and shall be held, transferred, leased, encumbered, conveyed, improved and occupied subject to the covenants, restrictions, easements, charges, and liens of the Declaration which are intended to create mutual and equitable servitudes upon each Lot and upon the Common Land in favor of all other Lots and the Common Land; to create reciprocal rights and restrictions between the respective Owners of the Lots and Common Land; to create a privity of contract and estate between the respective Owners of the Lots and Common Land and their successors and assigns; and shall, as to the Owners of each Lot and the owners of the Common Land and their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said Lots and Common Land and their respective owners, present and future.

3 Property Use.

3.1 Residential Use. Each Lot shall be used only for single family residential purposes. This restriction shall not be construed to prohibit rentals for residential use for a minimum period of six (6) months. It is expressly provided that the Community has been developed as a community for older persons and as such the Declarant shall convey the Lots and/or Dwellings to an Owner or Owners whose household occupying the Dwelling includes a person who is at least 55 years of age ("Qualified Owner") In the event a Dwelling is leased, as permitted herein, at least one occupant of the Dwelling shall be at least 55 years of age. If the Qualified Owner desires to sell a Dwelling, the Owner shall sell his or her Dwelling only to another person or joint owners whose household qualifies with the age requirements provided herein. Declarant shall be required to use its best efforts to assure compliance with this provision and the age requirements hereof but in no event shall it be liable for failure of compliance hereof if it has acted in good faith to comply. After the Transition Date, the Association shall enforce the requirements hereof and shall be subject to the same good faith compliance requirement. No party except the Declarant and the Association after the Transition Date shall be entitled to enforce this restriction and no party shall be subject to any claim for damages or otherwise as a result of non-compliance. Nothing herein, however, shall limit the Town of Bedford from enforcing the terms of the Planning Board Approval for the Property or the requirements of the Bedford Zoning Ordinance. The Owner's, however, acknowledge and agree that a violation of the age requirement shall entitle the Declarant and the Association after the Transition Date to, at their election, specifically enforce the terms hereof and may obtain injunctive and other equitable relief, including rescission of the deed of conveyance, in the event of default hereof.

3.2 Green Space. All Green Space, located on Common Land, shall be permanently maintained as Green Space. Any Green Space which is located on Common Land may be used by all Owners as tenants in common but solely for hiking, ski touring and other passive recreational purposes.

3.3 Single Family Dwelling. Only one (1) Single Family Dwelling may be constructed on any Lot, provided that reasonable and appropriate structures, appurtenances and outbuildings related to the Dwelling may be placed upon a Lot.

3.4 Dwelling and Driveway Location. Every Dwelling, out-building and other structure shall be placed and constructed on a Lot within the Building Area for that Lot as shown on the Plan. Each driveway providing access to the Dwelling shall access only from the Private Road contiguous to that Lot. Every Owner shall have a choice of home style offered by Declarant and within ten (10) days of signing a Purchase Agreement, said Owner shall give Declarant notice of said choice. The Declarant shall locate the home within the building set back areas on the Lot.

3.5 Types of Building. No mobile home, manufactured home, dwelling trailer or recreational vehicle may be used for residential purposes on any Lot or permitted to remain on any Lot, provided that recreational vehicles may be kept on a Lot for no longer than two (2) days if the vehicles are not used for residential purposes while kept on the Lot.

3.6 Minimum Construction Standards. Each Dwelling shall be not more than 2 1/2 stories in height and may be built on slab or may have a full basement with a concrete or concrete block foundation and a permanent, year-round central heating system. Each Dwelling, excluding any garage, barn, basement and attic, shall have a net floor area of not less than 1400 square feet.

3.7 Completion of Construction. Except for the right of the Declarant to construct the private roads, fire lanes, and any utilities deemed desirable by it, no excavation shall be made on any Lot except for the purposes of building a Dwelling and related structures thereon, and construction of all Improvements and other structures on any Lot shall be completed within one year from the date of commencement of excavation or other building operation.

3.8 Utilities. All wires, pipes and other conduits for water, drainage, sewer, electric, telephone, cable television and other utilities shall be placed underground.

3.9 Occupancy. No Single Family Dwelling constructed on any Lot shall be occupied or used for residential purposes until substantially completed and a certificate of occupancy shall have been issued by the Town of Bedford, nor shall any structure on any Lot other than a Single Family Dwelling, be used or occupied for residential purposes.

3.10 Sewage Disposal Systems. All sewage disposal systems shall be hooked into a public sewer system.

3.11 Sanitation. Garbage and rubbish shall not be dumped or allowed to remain on any Lot except as contained in a suitable closed receptacle screened from public view. This provision shall not be deemed to prohibit properly placed and maintained compost piles upon any Lot. Each Owner understands that he or she (and not the Town of Bedford) shall be solely responsible for the proper disposal of all rubbish and garbage.

3.12 Certain Mechanized Vehicles. No motorbikes, motorcycles, minibikes, snowmobiles, or terrain vehicles shall be operated on the Property except any such vehicle may

be used for purposes of access to and from Lots over Private Roads from and to a public road, provided that such vehicle may be legally operated on such public road.

3.13 Fences. No Fences may be removed, painted, defaced or otherwise altered except by the Association.

3.14 Hunting, Etc. No hunting, trapping, or other interference with the natural life cycles and pattern of birds and animals shall be permitted on the Property except as may be necessary to control pests or vermin.

3.15 View. No tanks for the storage of fuel shall be hung or placed so as to be within the public view or within the view of other Owners.

3.16 Animals. No animals, livestock or poultry of any kind may be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept.

3.17 Subdivision. No Lot shall be further subdivided except for purposes of conveying normal and customary utility easements, or permitting an exchange or other conveyance between Owners of contiguous Lots which does not increase the number of Owners and does not violate pertinent state and local sub division or zoning laws or building codes. No Lot shall be conveyed without also conveying an undivided proportionate interest in the Common Land.

3.18 Trees and Other Natural Vegetation. Except to the extent required by the Town of Bedford under the Existing Easements more particularly described in Article 4.1 below, and except those removed by the Declarant to install the Private Ways, Fire Lanes, Detention Area and utilities, live trees of more than six (6) inches in diameter located on a Lot may be thinned or pruned only with the prior written permission of the Design Review Committee.

3.19 Use of Property. The Property shall not be used in a manner which is inconsistent with the residential character of the Property, and no noxious or offensive use shall be made of any part of the Property and nothing shall be done therein which is unlawful or will result in the disturbance of the natural quality, environmental condition or tranquility of the Property or which is or will become an annoyance or nuisance to the other Owners.

3.20 Rules and Regulations. The Association is empowered to adopt and amend from time to time, rules and regulations concerning the use of the Property provided said rules and regulations are approved by a majority of the Owners. Upon adoption, said rules and regulations shall be binding on all Owners.

4 Rights and Easements.

Every Owner shall have the following rights and easements of use and enjoyment, in common with other Owners, in and to the Property, and each Lot and the Common Land shall be burdened with the following easements and restrictions in favor of the other Lots and Common Land, all of which easements and restrictions shall be appurtenant to and shall pass with the title to every Lot, whether or not set forth in any instrument of conveyance as follows:

4.1 Existing Easements and Restrictions. The Property is subject to those existing easements and restrictions described in Exhibit A attached hereto.

4.2 Private Roads. Each Owner shall have rights and easements of access over the Private Road contiguous to his Lot as necessary for ingress to, and egress from, his Lot and no Owner may block or otherwise hinder any other Owner from using the Private Road contiguous to his Lot;

4.3 Recreational Easements. Each Owner may use the Common Land in common with the other Owners, for himself and his family, guests and invitees, for reasonable pedestrian recreational use such as hiking, jogging or ski touring, provided that such use shall not damage, disturb or destroy any trees or other natural growth thereon;

4.4 Maintenance of Fences and Green Space Easements. Each Lot and the Common Land shall be burdened with an easement in favor of the Association, its successors and assigns to allow the Association, its successors or assigns to fulfill its obligations to maintain the Fences and Green Space as set forth in Article 5.6 below. Such easement shall include right of ingress and egress;

4.5 Utility Easements. Each Lot and the Common Land shall be burdened with easements in favor of the Association or public utilities if owned by such public utilities, for placement and maintenance of utilities including drainage, electric, telephone, water, sewer and cable television as shown on the Plan. Such easements shall include rights of ingress and egress, rights to place and replace, maintain and repair poles, lines, pipes, ditches, and other conduits; and,

4.6 Other Easements. As shown on the Plan, certain Lots and Common Land are subject to Fire Lanes and a Detention Area. Each Lot and the Common Land on which any such Fire Lane or Detention Area is located shall be burdened with easements in favor of the Association for maintenance and repair of the Fire Lanes and Detention Area including snow and ice removal and no Improvements may be placed within any Fire Lanes or Detention Area (other than paving of Fire Lanes).

4.7 Maintenance of Walls Easement. Each owner shall have an easement of access over the land of the abutting lots, as may be reasonable and necessary to maintain the exterior walls and structure of such Owner which run contiguous with such Owner's lot line.

4.8 Public Transportation. Each Owner acknowledges that the approval of the Plan by the Town of Bedford Planning Board was made subject to the condition that public transportation be provided to the Property. Currently service is being provided by Manchester Transit Authority on an "on-call" basis at the requesting owner's expense. If Manchester Transit Authority ceases to provide said service, the Association is obligated to provide transit service to Owners at the cost of which shall be added to the Assessment. At this time, the Association does not provide such transportation service.

5 The Association and Board of Directors.

5.1 The Association shall be organized to promote the social welfare, including the health, safety, education, culture, comfort and convenience of its members, to acquire

Association Property, maintain the Common Land and other Association Property, levy regular reasonable assessments pursuant hereto and use such funds for its general purposes, determine the manner in which the Association Property shall be used, enjoyed and improved and make and enforce rules and regulations with respect thereto.

5.2 The Association shall have all powers necessary or desirable to manage consistently with this Declaration the Common Land and Association Property, and shall have all powers generally of a corporation under the laws of the State of New Hampshire including, but not be limited to the power to hold and convey property, enter into water cost sharing, management and other contracts, and borrow money, and incur other obligations. It is expressly reserved hereby to the Association, the right to grant all easements for public or private utilities servicing more than one (1) Lot and includes, without limitation, the right to grant an easement for cellular phone service within the Property so long as such easement does not interfere with the architectural integrity of the Property..

5.3 Each Owner, including the Declarant, shall automatically be a member of the Association, upon the recording of the deed therefor in the Hillsborough County Registry of Deeds.

5.4 Each Owner (including the Declarant) shall have one (1) vote for each Lot owned by him. In the event a corporation is the Owner, said Owner's vote shall be exercised by a person named in a certificate signed by an officer of the corporation and filed with the Association, which certificate shall be valid until revoked or suspended by a certificate. If more than one person shall be the Owner, said persons must act unanimously in order to cast the vote to which they are entitled.

5.5 The Association shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against any Association Property. Each Owner shall be responsible to pay when due any and all real estate taxes, water, sewer and other charges assessed against his Lot and his undivided proportional interest in the Common Land.

5.6 In addition to its other duties and responsibilities as set forth herein, the Association shall provide all maintenance of the following property:

5.6.A Private Roads, Fire Lanes. The Association shall be responsible for maintenance of the Private Roads and Fire Lanes, including snow and ice removal;

5.6.B Green Space. The Association shall be responsible for mowing and otherwise maintaining the Fields;

5.6.C Fences. The Association shall be responsible for all maintenance of the Fences including painting and repairs thereto;

5.6.D Utilities. The Association shall be responsible for maintenance and repairs of all utilities servicing the Lots and Common Land not owned by the provider of said utility service, including electricity, water, storm drainage, Detention Area, sewer, telephone and cable television; and,

5.6.E Miscellaneous. The Association shall maintain all Common Land and Association Property and provide such other services, such as plowing and landscape maintenance and trail maintenance as shall be determined by the Owners of a majority of the Lots. The Association, in the event that Manchester Transit Authority no longer provides "on-call" service, is obligated pursuant to the Bedford Zoning Ordinance and the Planning Board Approval for the Property to provide the equivalent of public transportation to the Owners at Association expense which expense shall be added to the Assessment.

5.7 The Association shall obtain and maintain in full force and effect public liability insurance in such amounts and coverages as may be reasonable and adequate to protect the Association from damages for personal injuries or property damage arising from its ownership and maintenance of Association Property and maintenance of non Association Property as provided herein, and shall keep any improvements constituting Association Property adequately insured against loss by fire or other casualty.

5.8 The Association and its members shall be empowered to adopt bylaws pertaining to the governance of the Association including provisions for the election of officers, Board of Directors, notice for meetings, quorums and percentage of votes required and the like, as long as said bylaws are lawful and consistent with this Declaration.

5.9 Declarant may appoint and remove some or all of the officers of the Association or its Board of Directors, or both and may exercise the powers and responsibilities otherwise assigned to the Association, its officers or the Board of Directors until fee simple title to ninety-five (95) Lots has been conveyed by Declarant by deed recorded at the Hillsborough County Registry of Deeds ("Transition Date").

6 Design Review Committee.

6.1 Composition. The Design and Maintenance Committee shall consist of three (3) members appointed initially by the Declarant to serve on the Committee until the Transition Date after which their successors may be elected by a majority of the Owners present at an annual meeting of the Association. Prior to the Transition Date, members of the Committee may, but need not be, Owners and vacancies in the Committee shall be filled by the appointment by Declarant. The term of office of each such member initially appointed by the Declarant shall expire as soon after the Transition Date as the Owners of a majority of the Lots shall elect new members of the Committee and shall establish their terms of office. In the event that any Member is no longer able to serve on the Committee, a successor shall be appointed by the Declarant if before the Transition Date, and by the remaining two (2) members of the Committee if after the Transition Date to fill such position for the remainder of the term of office. Thereafter such position and successors thereto shall be elected by a majority of the Owners present at an annual meeting of the Association.

6.2 Standards and Procedures Applicable to Design and Maintenance Committee.

6.2.A Proceedings by the Committee may be formal or informal but all proceedings shall be held in an orderly manner and a written record of all proceedings in the form of minutes or notes shall be maintained and available for review by the Owners.

6.2.B No consent which is required to be obtained by the Committee shall be unreasonably withheld.

6.2.C The members of the Committee shall not be personally liable for any acts or omissions in connection with the performance of their duties as Committee Members, so long as they act in good faith and in the reasonable belief that their actions are in the best interests of the Community and consistent with this Declaration.

6.3 Duties of the Committee.

6.3.A No Dwelling or other structure or Improvement shall be commenced, erected, placed or maintained on any Lot and no changes or alterations shall be made to the exterior of any such Dwelling or structure or Improvement until adequate plans, specifications, site plans and other pertinent data showing the nature, color, shape, height, location, dimensions, materials, landscaping, energy efficiency and other information as may be required by the Committee have been approved in writing by the Committee as to the location of the Dwelling, structure or Improvement and the harmony of design in relation to the surrounding topography and environment.

6.3.B The Committee shall approve or disapprove, in writing, any plans submitted to it within thirty (30) days after all required data has been provided. Failure of the Committee to act on any proposed plans within said thirty (30) days shall be deemed approval of the plans as submitted. Any disapproval of plans shall be accompanied by a written statement of the reason or reasons therefor.

6.3.C All construction shall be in strict compliance with the plans as approved.

6.3.D Approval by the Committee shall not relieve any Owner of his obligation to comply with the Existing Easements and Restrictions described in Article 4.1 hereof and with all governmental laws, codes and regulations which may apply.

6.3.E The Committee shall be empowered as attorney in fact for all Owners to order any Owner to change or remove any construction or alteration undertaken in violation of this Article. In the event any Owner fails to comply with any order of the Committee, the Committee may enter upon the Lot and correct such condition at the Owner's expense, or at its option may commence legal proceedings as attorney for the Owners to enforce such order. The costs of such legal proceedings initially shall be treated as a special assessment pursuant to Article 7.4 hereof and the Committee, on behalf of the Owners shall recover its costs, including reasonable attorney's fees, in any successful proceeding.

7 Assessments.

7.1 Creation of Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it which is contiguous to a completed Private Road and which has available to it installed utilities for water and sewer, hereby covenants, and each subsequent Owner of any such Lot upon recording of the deed therefor in the Hillsborough County Registry of Deeds, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association annual and special assessments to be fixed and

collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The Association may designate an agent to whom payment of assessments shall be made and upon designation said agent shall be authorized to collect said assessments.

7.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively (i) for the management, maintenance and care of the Common Land, Association Property, Private Roads, Fire Lanes, Green Space, Detention Area and Utilities, pursuant to Article 5.6 hereof, (ii) for the payment of any real estate taxes, water, sewer or other assessments levied against Association Property, (iii) for any services provided by the Association, (iv) for insurance obtained by the Association pursuant to Article 5.7 hereof, and (v) for any other costs reasonably incurred by the Association in fulfillment of its obligations hereunder.

7.3 Amount of Annual Assessments. The annual assessment shall be the same amount for each Lot assessed pursuant to Article 7.1 above. The Association shall, after consideration of its current costs and future needs, fix the annual assessments for each year, provided that it shall be an affirmative obligation of the Association to fix such assessments at an amount sufficient to properly discharge its duties and obligations set forth herein.

7.4 Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy a special assessment, for the purpose of defraying, in whole or in part, (i) an operating loss for the cost of any construction or unexpected repair or replacement to the portions of the Property for which the Association is responsible to provide maintenance or (ii) for special capital improvements for the benefit of the Community such as pools or tennis courts, provided that any such special capital improvement shall be authorized by the votes of Owners of seventh five (75) Lots, provided however, if the Declarant owns one or more Lots no such assessment for capital improvements may be made without its consent, or (iii) costs incurred by it or the Design Review Committee in enforcing this Declaration.

7.5 Date of Commencement of Annual Assessments and Due Dates. The annual assessments for the year 1999 shall become due and payable on January 15, 1999. Thereafter, annual assessments shall become due and payable on the first day of each calendar year. The due date of any special assessment shall be fixed in the vote authorizing such assessment, provided, however, Owners shall only be liable for their pro-rata share of such assessments.

7.6 Certificate of Payment. The Association, upon demand by any Owner shall furnish to such Owner a certificate in writing signed by the Association, setting forth the amount of any unpaid assessments. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.7 Effect of Non-Payment of Assessment. Any assessment which is not paid within thirty (30) days after its due date shall bear interest from said due date at the rate of twelve percent (12%) per annum, and the Association shall be empowered, as attorney in fact for all the Owners, to bring an action against the Owner personally obligated to pay the same,

and there shall be added to the amount of such assessment the costs of processing such action, including reasonable attorneys' fees. Any assessment which is not paid when due, together with such interest therein and costs of collection thereof shall become a continuing lien on the Lot and undivided interest in the Common Land of the delinquent Owner, which lien shall bind such Lot and undivided interest in Common Land in the hands of said Owner, his heirs, devisees, representatives and assigns. Notwithstanding, however, no subsequent Owner of such Lot and undivided interest in Common Land shall be personally liable for said delinquent assessment.

8 General Provisions.

8.1 Duration. The covenants and restrictions of the Declaration as amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and the Owners of any Lot subject to said Declaration, and their respective legal representatives, heirs, successors, and assigns, forever unless an instrument signed by the then Owners of eighty-one (81) Lots has been recorded, agreeing to terminate said covenants and restrictions.

8.2 Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

8.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or by any individual Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against his or their aforesaid property to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8.5 Amendments. Except as otherwise provided herein, the provisions of this Declaration may be amended from time to time by an instrument in writing signed by the Declarant prior to the Transition Date and by Owners of at least seventy-five (75) Lots after the Transition Date provided that written notice of such proposed amendment has been sent to every Owner at least sixty (60) days in advance of any action taken, which amendment shall be effective upon recordation at the Hillsborough County Registry of Deeds, provided that if the Declarant owns one or more Lots no amendment may be made without its consent.

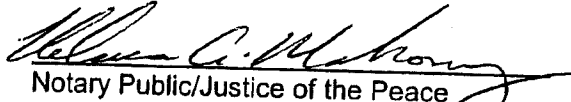
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer this 12th day of March, 1999.

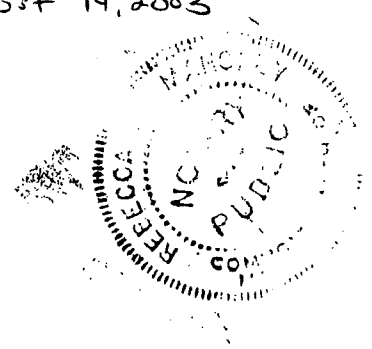
Kensington Lane, LLC

By: Richard A. Houlden
Its: MANAGER

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts
COUNTY OF Norfolk

On this 12 day of March, 1999, before me, personally appeared
Richard W. Houlding, the Manager of Kensington Lane, LLC, a New
Hampshire limited liability company, who acknowledged the foregoing instrument on behalf of
the limited liability company.


Notary Public/Justice of the Peace
My Commission expires: August 14, 2003



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Exhibit A
Legal Description

A certain tract or parcel of land, with the improvements thereon, situate in Bedford, County of Hillsborough, State of New Hampshire, on the north side of Mettinghouse Road, so called, bounded and described as follows:

Beginning at an iron pin on the northeasterly side of Mettinghouse Road, said point being the point of beginning, thence,

N 83° 05' 45" W, a distance of 84.19 feet, more or less, to a point; thence
Along a curve with a radius of 25.00 feet and a length of 38.41 feet to a point; thence,
N 08° 51' 50" E, a distance of 388.01 feet, more or less, to a granite bound; thence,
Along a curve with a radius of 250.00 feet and a length of 139.00 feet to a point; thence,
N 40° 43' 10" E, a distance of 107.01 feet, more or less, to a point; thence,
N 55° 03' 45" W, a distance of 117.94 feet, more or less, to an iron pin; thence,
N 81° 06' 25" W, a distance of 338.00 feet, more or less, to an iron pin; thence,
N 81° 06' 25" W, a distance of 344.82 feet, more or less, to an iron pin; thence,
N 81° 06' 25" W, a distance of 49.91 feet, more or less, to drill hole; thence,
N 81° 06' 55" W, a distance of 265.00 feet, more or less, to a drill hole; thence,
S 08° 53' 05" W, a distance of 200.00 feet, more or less, to a point; thence,
N 81° 06' 55" W, a distance of 374.98 feet, more or less, to a point; thence
N 08° 52' 50" E, a distance of 935.08 feet, more or less, to an iron pin; thence,
S 74° 38' 05" E, a distance of 1,247.17 feet, more or less, to an iron pin at NH Route 101; thence,
Along a curve with a radius of 7,789.44 feet and a length of 734.16 feet to a NH Highway bound; thence,
S 01° 05' 45" E, a distance of 227.06 feet, more or less, to a NH Highway bound; thence,
S 08° 51' 50" W, a distance of 139.47 feet, more or less, to a granite bound; thence,
N 82° 06' 15" W, a distance of 371.60 feet, more or less, to an iron pin; thence,
S 08° 51' 50" W, a distance of 410.11 feet, more or less, to the point of beginning.

Matters of Record:

- A. Easement and Restrictions: (i) Sewer Easement and Turnaround Easement in favor of the Town of Bedford recorded in the Hillsborough County Registry of Deeds upon completion of the sewer line; (ii) An Easement Deed to the City of

Manchester Water Works recorded at Book 6020, Page 840 and Water Extension Agreement recorded at Book 6020, Page 847 of the Hillsborough County Registry of Deeds; (iii) Electric Service Easement will also be granted to the utility providing electric service to the Property; said Easement to be recorded in said Registry; (iv) Gas Line Easement will also be granted to the utility providing gas service to the Property; said Easement to be recorded in said Registry; (v) Miscellaneous other utility easements related to telephone, cable and other media will be granted to the utility providing said service to the property; said Easements to be recorded in the Hillsborough County Registry of Deeds; (vi) certain "private" easements to the following parties have or will be granted and recorded (a) Access Easement and Sewer and Drainage Easement to the Roman Catholic Bishop of Manchester to be recorded, (b) Access Easement and Sewer Easement in favor of Lot 12-38 as shown on the Subdivision Plan, (c) Lot 96 will be subject to a ten foot (10') wide Drainage Easement for the benefit of the Project and (d) a possible future water line easement to Bowman Green Development Group (upon recording of an easement), and, (vii) Provisions of Declaration recorded at Book 6020, Page 825 of the Hillsborough County Registry of Deeds as modified by a corrective Declaration of the Mews at Bedford to be recorded, including without limitation: (a) various restrictions and easements but note in particular Paragraph 3 dealing generally with use restrictions and easements and (b) Rules (which may be adopted by the Association) dealing generally with the preservation of the cleanliness, attractiveness and peaceful enjoyment of the Property.

B. In addition to the easements and restrictions referred to in Section A., above, the Project is affected by (i) a Mortgage Deed and Security Agreement and a Collateral Assignment of Leases and Rents of Boston Federal Savings Bank of Boston, Massachusetts dated September 28, 1998 recorded in the Hillsborough County Registry of Deeds at Book 6000, Page 367 and Book 6000, Page 386, respectively and (ii) other matters of record are as follows:

1. Easement to Public Service Company of New Hampshire dated October 8, 1954, recorded with said Registry of Deeds at Book 1407, Page 97, if applicable.
2. Easement to Public Service Company of New Hampshire dated August 22, 1956, and recorded with said Registry of Deeds at Book 1477, Page 323, if applicable.
3. Terms of a Commissioners Return of Highway Layout for Route 93, dated January 20, 1959, and recorded with said Registry of Deeds at Book 1557, Page 433, as well as a deed to the State of New Hampshire dated January 13, 1959, and recorded with said Registry of Deeds at Book 1557, Page 439, to the extent still applicable. There is also a Second Emendation dated November 6, 1975, and recorded with said Registry of Deeds at Book 2426, Page 566.
4. Easement to Public Service Company of New Hampshire dated January 13, 1959, and recorded with said Registry of Deeds at Book 1557, Page 436, if applicable.
5. Terms of a Commissioners Return of Highway Layout for Route 101 dated November 17, 1964, and recorded with said Registry of Deeds at Book

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1807, Page 60, as well as a deed to the State of New Hampshire dated November 20, 1964, and recorded with said Registry of Deeds at Book 1808, Page 361, to the extent still applicable.

6. Easement to the Roman Catholic Bishop of Manchester dated July 7, 1989, and recorded with said Registry of Deeds at Book 5119, Page 1019 (Please note that upon the recording of the new easement to the Roman Catholic Bishop of Manchester referenced in Section A above, the easement shall be deemed terminated.).

7. All matters referenced on said Registry of Deeds Plans No. 23532, No. 29452 and No. 29705.

8. All matters recited in deed recorded with the Hillsborough County Registry of Deeds at Book 1177, Page 120, to the extent still applicable.

9. Terms of a Commissioners Return of Highway Layout for the Central New Hampshire Turnpike, dated January 7, 1954, and recorded with said Registry of Deeds at Book 1377, Page 243, as well as a deed to the State of New Hampshire, dated February 4, 1954, recorded with said Registry of Deeds at Book 1380, Page 444, to the extent still applicable.

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