

EXHIBIT B

COVENANTS AND RESTRICTIONS: CAMP BROOK COMMON NEIGHBORHOOD

These General Covenants and Restrictions, together with the Conservation Buffer Protective Covenants and Restrictions set forth below, are intended to implement the Decision of the Town of Hanover Zoning Board of Adjustment dated September 9, 1999 in Case No: 99-33, a copy of which is of record in the Town of Hanover Office of Planning and Zoning. To the extent, if any, that the provisions of such Decision shall be inconsistent with the provisions set forth below, the provisions of such Decision shall be controlling.

1. No structure shall be erected, placed or maintained upon the Premises except one single-family dwelling house with detached garage located entirely within the structure envelope area for each lot shown on the Subdivision Plan.
2. No trade or business shall be carried on upon the above-described parcel of land or within any buildings situated thereon except a home trade or business which does not result in traffic to the Premises and which will not change the appearance of the premises. No advertising signs whatever shall be permitted.
3. Any fuel storage tanks shall be placed within a building or otherwise screened from view.
4. Unless enclosed within a permanent garage no unregistered motor vehicles shall be kept on said premises.
5. All water, gas, electric and telephone pipes and lines serving any lot, excepting those on dedicated or public ways, and any other utility lines within any lot must be buried underground and may not be carried on overhead poles nor above the surface of the ground.
6. No towers or radio or television antennae higher than ten (10) feet above the highest roof line of the dwelling house shall be erected on each lot, and all such towers and antennae for any purpose whatsoever must be attached to the dwelling house. Satellite dishes shall be permitted, provided they are attached to the dwelling house or garage structure, but not to its front elevation.
7. No property shall be rented or leased with occupancy by more than number of unrelated individuals allowed by the then-current Zoning Ordinance of the Town of Hanover.
8. No clearing of existing trees and shrubs shall be allowed within the "Clearing Limits" area of each lot shown on the Subdivision Plan, with the exception that

thinning of dead trees and branches and clearing of small underbrush shall be permitted.

All residential structures and garages constructed on the Premises shall have roofs and exterior materials comparable in character and finish to the roofs and exterior materials on typical other structures within the Grasse Road - Phase II Subdivision.

Enforcement. The above General Covenants and Restrictions are imposed for the benefit of the persons from time to time owning parcels of land within Phase II of the Grasse Road Subdivision as shown on the above-described Subdivision Plan. Such landowners may unanimously waive any of the provisions set forth herein and permit other or contrary uses of the above premises. Other owners within such Subdivision, acting either individually or as a group shall be entitled to enforce the foregoing restrictions and covenants by appropriate action on the Grafton County Superior Court including the right to obtain mandatory injunctions for the enforcement of the same.

Amendment. The above General Covenants and Restrictions may be amended by unanimous written agreement of all owners of lots within Phase II of the Grasse Road Subdivision and of Trustees of Dartmouth College.

Conservation Buffer Protective Covenants and Restrictions.

Purpose - The purpose of the Conservation Buffer Protective Covenants and Restrictions is to protect wetlands and water bodies within the Property (as defined above) in the Grasse Road - Phase II subdivision by minimizing erosion, preventing siltation and turbidity, stabilizing soils, preventing excess nutrient and chemical pollution, maintaining a healthy tree canopy and understory, and maintaining vegetation within the Property predominately in its natural condition.

Activities During Construction. To achieve the above purpose during the construction of the Grasse Road - Phase II subdivision, including the construction of individual units on each lot, the following Conservation Buffer Protective Covenants and Restrictions shall be binding upon Trustees of Dartmouth College (the "Owner") during construction and for the indefinite future as to those "Conservation Buffer" and "Open Space" areas beyond the "Clearing Limits" shown on the Wetlands Plans.

As to those areas where the "Clearing Limit" extends into "Conservation Buffer" and "Open Space" areas (primarily in the utility corridor along the north side of the 22.5 acre Grasse

Road - Phase II tract), the following Conservation Buffer Protective Covenants and Restrictions shall take effect as soon as initial terrain alteration and utility installation has been stabilized with vegetation, and shall remain in effect for the indefinite future. Until they shall take effect, the Owner may engage in ordinary construction activities, including without limitation, the use of vehicles, equipment and construction materials, excavation, grading and filling. In addition, the Owner may construct and install the water and sewer lines shown on the Wetlands Plan, including storm water drainage facilities, erosion control devices and related improvements.

Activities After Construction. To achieve and maintain the above purpose, each of the 23 lots and the common areas within the Grasse Road - Phase II Subdivision is hereby made subject to the following protective covenants and restrictions governing activities within the Property, to the extent such Property may be included in any lot or common area:

1. The direct use or application of pesticides or herbicides (except for purposes of public health by duly authorized Town or State officials or as authorized by such officials) shall be prohibited.
2. The direct use or application of fertilizers shall be prohibited.
3. No regularly mowed lawns or cultivated gardens shall be permitted.
4. A healthy, well-distributed stand of trees, saplings and ground covers, and their living, undamaged root systems shall always remain in place, and no more than 50 percent of basal area of trees, and 50 percent of the total number of saplings, shall be removed during a 20 year period.
5. The preservation of dead or living trees providing wildlife dens and nesting places shall be encouraged.
6. No excavation or terrain alteration is permitted on the Property, and all stumps and root systems shall remain in place.

Nothing contained in the above Conservation Buffer Protective Covenants and Restrictions, however, shall prevent the replacement or supplemental planting of native or naturalized species, the removal of dead, diseased, invasive, unsafe, fallen or otherwise undesirable trees, saplings, shrubs or ground covers, nor once-a-year mowing, pruning or selective thinning, provided such activities are consistent with the above standards.

Enforcement

These Conservation Buffer Protective Covenants and Restrictions are imposed for the benefit of the Town of Hanover, New Hampshire (the "Town"). The Town of Hanover, acting through its Conservation Commission, shall at all times have the right to enter upon the Conservation Buffer area shown on the Wetlands Plan to monitor compliance with these Conservation Buffer Protective Covenants and Restrictions.

The Town of Hanover, acting through its Conservation Commission, shall have the sole right to waive any of the Conservation Buffer Protective Covenants and Restrictions and permit other or contrary uses within the Conservation Buffer. The Town of Hanover, acting through its Conservation Commission, shall be entitled to enforce the Conservation Buffer Protective Covenants by appropriate action in the Grafton County Superior Court including the right to obtain mandatory injunctions for the enforcement of the same. In the event the Town of Hanover shall prevail in any enforcement action in the Grafton County Superior Court, the Town shall be awarded reasonable attorney's fees and court costs.

Amendment

The above Conservation Buffer Protective Covenants and Restrictions may be amended by unanimous written agreement of all owners of lots within Phase II of the Grasse Road Subdivision and of Trustees of Dartmouth College. Furthermore, any such amendment shall be subject to the approval by the Town of Hanover Planning Board and Zoning Board of Adjustment.