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DECLARATION OF COVENANTS
FIELDSTONE PLACE

In this declaration, a *Lot* means any of the numbered lots shown on the plan entitled *Fieldstone Place Subdivision*, dated November 1, 2005, and recorded in the Kennebec County Registry of Deeds in Plan Book 2006, Page 71. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. The *Declarant* which makes this declaration is **Fieldstone Place, LLC**, a Maine limited liability company which is the owner of the land comprising all of the Lots.

This declaration is made to insure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Lots; to encourage and secure the erection of attractive homes thereon, in appropriate locations on each Lot; to prevent haphazard and inharmonious improvements of any Lot; and to secure and maintain adequate free spaces between structures. All of the Lots are, and forever after shall be, held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, liens, and charges set forth below, which shall run with the land and may be enforced by the Declarant or any Owner.

1. Residential Use. No more than one dwelling designed for single-family occupancy, together with usual and ordinary outbuildings, such as a garage or storage shed, shall be erected on any Lot. No outbuilding shall be used for the accommodation of guests or for any dwelling purposes, at any time.

2. No Commercial Use. No Lot shall be used for any commercial purposes whatsoever, but shall be used solely for single-family residential purposes. This restriction shall not be construed to prevent the practice of professions, craft work, artistic endeavors, and similar occupations conducted within a private residence and not involving the sale or provision of goods or services on the premises, provided that such activity is not visible from other Lots and results in no substantial increase of traffic. This restriction shall also not be construed to prevent the rental of the entire Lot.

3. Compliance with Law. The use of each Lot shall at all times comply with all applicable laws, ordinances, and regulations. Nothing contained herein shall in any way alter or amend the obligations of every Owner to comply with all applicable laws, ordinances, and regulations.

4. Building Specifications and Design. No structure shall be built, renovated, or moved onto any Lot unless (i) it complies with the requirements of this declaration in all respects and (ii) the plans for such structure have been approved by the Declarant (except that plans prepared by Fieldstone Place Approved Building Designs require no additional approval). Particular structural and construction requirements are as follows:

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a. Any structure erected on any Lot shall be finished on the exterior with clapboard, exterior shingles, stone masonry, or similar-finish siding; plywood-type exterior siding and similar man-made materials are prohibited. Clapboards or shingles shall have a maximum exposure to the weather of five inches. Any structure erected on any Lot shall be constructed in such a manner as shall be compatible with surrounding structures. No metal sheds, metal outbuildings, log cabins, or log structures shall be permitted on any Lot. Exterior propane tanks or similar equipment must be screened from view from the road and from other Lots.

b. Dwellings of one story shall contain at least 1,500 square feet of floor area, dwellings of one and one-half stories shall contain at least 1,700 square feet of floor area, and dwellings of more stories shall contain at least 2,100 square feet of floor area, in each case exclusive of basements, porches, patios, decks, garages, and other similar areas. No dwelling shall contain fewer than 850 square feet of floor area on the first floor. Single story dwellings must have more than two gables. Roof pitches must be a minimum of 8/12.

c. No structure may be higher than the lesser of (a) thirty-four feet above ground level or (b) the maximum height specified by any applicable land use code or regulation. The height of a structure shall be measured from the average ground line of the foundation perimeter.

d. Chimneys shall be constructed only of stone or brick. Exterior steps shall be built of stone, brick, or concrete.

e. The exterior of the dwelling and any outbuildings and the grading of the Lot shall be completed within twelve months from the date of the initial excavation (or any earlier commencement of construction) on the Lot.

5. Setbacks. Every structure on a Lot, other than fences, must be set back from the sideline of the road and any sideline of the Lot by a distance which is at least equal to the greater of (a) fifteen feet or (b) the distance specified by any applicable land use code or regulation.

6. Underground Utility Lines. All utility lines leading from the road to any structure on any Lot must be located underground.

7. Trailers and Temporary Structures. No mobile home, tent, trailer, shack, or other structure of a temporary character shall be permitted on any Lot, other than for temporary recreational camping. Recreational vehicles parked or kept on a Lot may not be occupied for dwelling purposes, at any time.

8. Signs. No signs of any kind shall be displayed to the public view on any Lot, except for the following permitted signs, which shall not exceed two feet in any dimension: (a)one sign designating the address and/or Owner(s) of the Lot, (b) one sign advertising that the Lot is for sale, (c) signs installed by builders and/or other contractors to indicate their work upon the Lot, which signs must be removed promptly after the completion of such work, and (d) signs of a political nature, which must be removed promptly after the election or referendum to which they relate.

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9. Parking. Each Lot must include adequate parking for the Owner(s) and guests. No parking shall be permitted on the roads or streets adjacent to the Lots except of an occasional and temporary nature.

10. Refuse and Junk. Trash, garbage, refuse, or other waste shall not be maintained or kept on any Lot beyond a reasonable period of time necessary to arrange for its removal and shall be kept or maintained only in sanitary containers. No junk, non-operating automobiles, or similar material shall be kept on any Lot unless entirely enclosed within a garage, shed, or similar structure.

11. Drainage. Neither the storm drainage system nor the natural drainage of surface water on and from each Lot shall be altered so as to damage any other Lot.

12. Preservation of Trees. No Lot may be clear-cut of its trees or used for commercial forestry purposes. To the greatest extent possible, existing trees shall not be cut or removed, except for reasons of safety, for the welfare of the remaining stand of trees, to create or improve a dwelling site, or to provide, improve, or preserve a view.

13. Pets. No animals of any kind shall be kept or maintained on any Lot for commercial, agricultural, or breeding purposes. Domesticated house pets may be kept on any Lot, provided that they are restrained at all times in accordance with applicable ordinances.

14. Subdivision and Merger. No Lot may be further subdivided, except that portions of a Lot may be merged into an abutting Lot, after having obtained any required governmental approval. All structures located on all resulting Lots must comply with the setback requirements.

15. Amendment. The Declarant may amend this declaration until the Declarant has sold all of the Lots; thereafter this declaration may be amended only by a written instrument executed by the Owners of least ninety percent of all of the Lots. No amendment by the Owners may change the uses to which any Lot is restricted, in the absence of unanimous consent of the Owners. No amendment is effective until recorded in the Kennebec County Registry of Deeds.

In witness whereof Fieldstone Place, LLC, has caused this instrument to be signed and sealed in its company name by its undersigned members, hereunto duly authorized, this twentieth day of February, 2007.

Witness:

Fieldstone Place, LLC

By _____
Evelyn G. Kieltyka, Member

By _____
William J. Kieltyka, Member

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STATE OF MAINE

Kennebec County February 20, 2007

Personally appeared the above named Evelyn G. Kieltyka and William J. Kieltyka, Members of Fieldstone Place, LLC, and acknowledged before me the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said company.

Notary Public / Attorney at law

CLAYTON E. ROLLINS

Print or type name as signed