

DECLARATION OF PROTECTIVE COVENANTS
FOR THE
MAPLE HEIGHTS SUBDIVISION
CHRIS KELLY & PAULA KELLY - DEVELOPERS
CAMPTON, NEW HAMPSHIRE

WHEREAS, CHRIS KELLY and PAULA KELLY, husband and wife, both of 150 Perch Pond Road, Campton, New Hampshire 03223, being the owners and developers of a certain tract of land situate in the Town of Campton, County of Grafton, State of New Hampshire, being the premises conveyed by Warranty Deed of Bernard B. Moulton and Addie D. Moulton to Chris Kelly and Paula Kelly, dated August 30, 1999, and being recorded at the Grafton County Registry of Deeds in Book 2416, Page 748;

WHEREAS, Chris Kelly and Paula Kelly have subdivided the said premises as shown and depicted on a certain plan entitled "Subdivision Survey Plat For Chris & Paula Kelly, Perch Pond & Hogback Roads, Campton, NH 03223, 6 Lots Total Area 124 Ac. =/="-", and being approved by the Campton Planning Board on December 13, 2005, and being recorded at the Grafton County Registry of Deeds as Plan No. 12144; and said development shall hereinafter be known as "Maple Heights Subdivision";

WHEREAS the said, Chris Kelly and Paula Kelly, are desirous of establishing certain protective covenants for the mutual benefit of the purchasers of the lots as shown on the said Plan in order to preserve and enhance the values of the said lots.

NOW THEREFORE, the said Chris Kelly and Paula Kelly, for themselves, their successors and assigns, hereby declare that "Lot Nos. 1, 2, 3, 4, and 5", of the said Maple Heights Subdivision and as shown on the aforementioned Plan, and any future lots or phases that may be subdivided in connection with the Maple Heights Subdivision, shall be held and shall be conveyed by them subject to and with the benefit of the following restrictions and covenants which shall run with the land, and any person, association, or entity hereafter holding or claiming title any such lots shall be subject to the provisions of the Declaration, whether or not this Declaration is specifically referred to in any deed or other transfer of any lot, whether voluntary or involuntary.

RE: MAPLE HEIGHTS SUBDIVISION: PROTECTIVE COVENANTS:

NOW THEREFORE, specifically excluded from the Maple Heights Subdivision and these restrictive covenants, is the Developers homestead premises, presently being a part of "Lot No. 6" as shown on said plan.

NOW THEREFORE, is it hereby stated that "Lot No. 5" of the Maple Heights Subdivision as shown on said plan, shall also be a part of any applicable association, and related restrictive covenants and/or by-laws, that may be created by the Developers, their successors or assigns, in regards to the development of Lot No. 6 as shown on said plan, specifically in regards to the use, maintenance and repair of any roadways which shall travel over and across said Lot No. 6 and any future development of the Maple Heights Subdivision.

1. No part of any lot or any building or structure placed or erected thereon shall be used for conducting or carrying on any trade, business, profession or occupation of any kind whatsoever, provided, however, that such lot and buildings may be leased or rented for residential purposes only when not owner occupied.

2. Any dwelling house erected on the premises shall contain not less than 1,800 square feet of living area exclusive of porches, cellars and attics.

3. No dwelling or other structure shall be erected within the Maple Heights Subdivision until the plans and specifications therefore and location thereof on the lot have been approved by the Developers, Chris and Paula Kelly, their successors or assigns. Any residential structure built upon the premises shall require that the front exterior face shall be broken up with a variation of at least three (3') feet. It is the intent of this provision to require that structures in the development be in good taste, in harmony with the quality of the structures within the development, and that are appropriate for the site. This terms and conditions of this specific restrictive covenant shall terminate upon the sale and conveyance of all of the lots within the Maple Heights Subdivision by the Developers, Chris Kelly and Paula Kelly, their successor and assigns as developers of this development.

RE: MAPLE HEIGHTS SUBDIVISION: PROTECTIVE COVENANTS:

4. All dwellings must have private inside bathroom facilities, a leaching field or dry well, and a septic tank. No chemical toilets or "outhouses" shall be permitted on any lot except during the process of construction. No sewage disposal facilities shall be installed until approval is obtained from the New Hampshire Water Supply and Pollution Control Commission, or any other applicable state agency.

5. The exterior construction, or installation, of any principal residence including the excavation thereof, shall be completed within twelve (12) months of the date of commencement including painting or staining of all outside surfaces which require such painting or staining.

6. No commercial vehicles other than pick-up trucks or small vans, or disabled, inoperative or unregistered motor vehicles, or large motor vehicle parts or accessories, shall be kept or maintained on the lot unless completely enclosed in a garage or other permitted accessory building. All boats, motor homes, campers, RV's, snowmobiles, boat trailers, and similar vehicles shall be stored so as to be out of view from the road and abutting lots within the development.

7. No single or double wide mobile homes shall be permitted on any lot at any time. Modular homes shall be allowed in the development subject to the Developer's written approval. A tent, travel trailer or motor home may be stored on the premises provided that no such tent, travel trailer or mobile home shall be used for habitation purposes, and they shall be stored so as to be out of view from the road and abutting lots within the development.

8. No lot within this development shall be further subdivided in any manner, except by the Developers, their successors and assigns.

9. All lots within this development shall have sufficient and properly maintained on-site parking, which shall be not less than two (2) parking spaces per lot in the development, with the intent being to leave the roadways within the development unobstructed.

RE: MAPLE HEIGHTS SUBDIVISION: PROTECTIVE COVENANTS:

10. No building or structures upon the property shall be covered with tar paper or sheathing paper or any other temporary wall covering; all buildings shall be painted, stained and/or use vinyl siding, and erected on complete foundations of either concrete or cement block construction; all roofs shall be completed and finished; all chimneys intended for live fires shall have the flues lined to their entire heights with standard clay lining and shall be equipped with a suitable spark arrestor.

11. Temporary or portable structures shall not be permitted on said premises except such as may be reasonably necessary during construction of permanent structures and all such temporary or portable structures shall be removed as soon as construction is completed. No temporary or portable structure shall be used as a residence, either temporarily or permanently.

12. There shall be no habitation in a garage or toolhouse whatsoever, and no habitation in a dwelling house until it is completed on the exterior and plumbing and sewerage facilities installed.

13. No lot shall be used or maintained in any manner which is noxious, dangerous or injurious to the residents or adjoining.

14. With the exception of domestic pets, no animals (which shall include all farms animals, including horses) shall be allowed on any lot within the Maple Heights Subdivision.

15. Any lot and any improvements thereon shall be kept in neat order and repair at all times, and no waste or refuse or accumulation of any decaying or offensive substance shall be placed or allowed to exist on any lot. All garbage or refuse placed outdoors shall be maintained in a covered sanitary container and all such containers, fuel and other tanks shall be screened from public view or enclosed in appropriate sheds.

16. No signs shall be placed on any lot except those pertaining to the sale or lease thereon, or the identity of the owners or occupants thereof, and in no event shall any sign exceed six (6) square feet in size.

17. The subdivision is primarily intended for use as a residential community.

RE: MAPLE HEIGHTS SUBDIVISION: PROTECTIVE COVENANTS:

18. The Developers, Chris Kelly and Paula Kelly, their assigns or successors, hereby reserve the right to change or discontinue any road shown on the herein stated subdivision plan (and later recorded plans), if the change or discontinuance does not substantially diminish or burden access from any lot to any common area and to the public highway.

19. The cutting of trees upon any lot within the subdivision shall be allowed for the purpose of landscaping, homesite clearance, and/or the improvement of the said premises, however no trees shall be cut as a part of a commercial venture. If any trees are cut on any lot by any lot owner then said trees must be properly removed and the area affected must be promptly cleared and landscaped. This protective covenant shall not apply to any lots or property owned by the Developers, their assigns or successors.

20. No lot owner within the subdivision shall be allowed to use said lot to access any adjoining property to the subdivision with the intent of providing access to another subdivision or development not related to this subdivision. However, this protective covenant shall not preclude any lot owner from using said lot to provide access to another lot within this subdivision.

21. If the grantee(s), or their successors in interest, shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for the Developers, their successors or assigns, or any other person owning a lot in the subdivision to prosecute any proceedings either at law or in equity against the person or persons violating or attempting to violate any such restrictive covenant and either to prevent such violation or attempt or to recover damages for such violation. Invalidation of any of these restrictive covenants by judgement of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

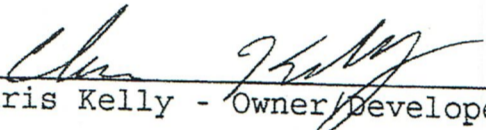
22. If any provision of this Declaration, or application to any person, entity or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons, entities or circumstances, shall not be affected thereby.

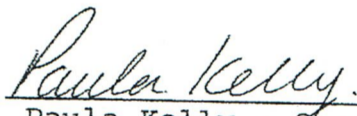
RE: MAPLE HEIGHTS SUBDIVISION: PROTECTIVE COVENANTS:

23. Until such time as the Developers, their successors or assigns, no longer owns any lots within the said development, the Developers shall have the right to amend the provisions of this Declaration for any particular unsold or group of lots, provided that such amendment does not substantially interfere with the rights of prior purchasers; amended covenants cannot permit activity prohibited by this herein stated Declaration of Restrictive Covenants. An Amendment executed by the Developers, their successors or assigns, shall be effective upon recording at the Grafton County Registry of Deeds to the same extent as it had been originally set forth in this Declaration.

24. All notices and requests to the Developers shall be in writing and mailed and addressed to "Chris Kelly and Paula Kelly 150 Perch Pond Road Campton, New Hampshire 03223".

Dated this 9th day of MARCH, 2006.

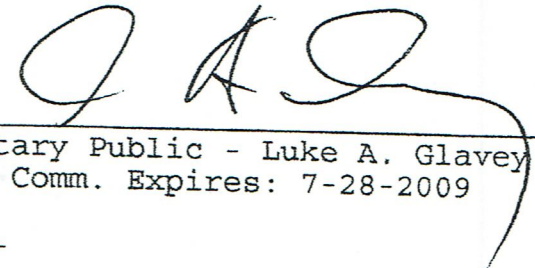

Chris Kelly - Owner/Developer


Paula Kelly - Owner/Developer

STATE OF NEW HAMPSHIRE

County of Grafton

Before me, personally appeared the above-stated Chris Kelly and Paula Kelly, who hereby acknowledged that they executed the foregoing instrument as their free act and deed this 9th day of MARCH, 2006.


Notary Public - Luke A. Glavey
My Comm. Expires: 7-28-2009

cc: maple